

June 16, 2009

The Town Clerks Office is responsible for assigning the Councilpersons' names to each resolution without any particular preference to content.

PUBLIC COMMENT ON ANY CDA RESOLUTION

CDA

Res. #13 A Resolution Amending CDA Resolutions #9, #17, and #27 of 2008

CDA

Res. #14 Authorizes the Town Attorney to Order an Appraisal for Real Property Located at 203-207 East Main Street; 209 East Main Street; 211 East Main Street; 213 East Main Street, 221 East Main Street and 31 McDermott Avenue, Riverhead

PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION

- Res. #573 In the Matter of The Increase and Improvement of Facilities of the Public Parking District in the Town of Riverhead, Suffolk County, New York**
- Res. #574 Budget Adoption 209 East Avenue Acquisition Public Parking District**
- Res. #575 Budget Adjustment 2009 Recreation Capital Improvement Project Recreation Department**
- Res. #576 Budget Adjustment Calverton Sewer District**
- Res. #577 Budget Adjustment Scavenger Waste District**
- Res. #578 Economic Recovery Projects Municipal/Sponsor Resolution**
- Res. #579 Authorizes the Release of 5% Site Plan Security of Kroemer Avenue Associates LLC (Savings Pass Books)**
- Res. #580 Appoints a Call-In Chaperone to the Recreation Department (Anita Lewin)**

- Res. #581 Ratifies the Attendance of Two Police Department Employees to the 5th Annual New York Statewide “TraCS” Steering Committee Meeting**
- Res. #582 Appoints a Call-In Assistant Recreation Leader Level I to the Riverhead Recreation Department (Thomas Goodwin)**
- Res. #583 Amends the Appointment of a Call-In Scorekeeper to the Riverhead Recreation Department (Kenneth Drumm)**
- Res. #584 Amends the Appointment of a Lifeguard to the Recreation Department (Deborah Hennenlotter)**
- Res. #585 Appoints a Call-In Chaperone to the Recreation Department (Lisa Lindsay)**
- Res. #586 Appoints a Call-In Recreation Aide/Youth Sports to the Riverhead Recreation Department (Colleen Dougherty)**
- Res. #587 Ratifies the Reappointment of Law Intern to the Town Attorney’s Office (Timothy Flanagan)**
- Res. #588 Ratifies the Transfer of a Maintenance Mechanic II in the Building and Grounds Division of the Engineering Department to the Position of an Automotive Equipment Operator in the Highway Department (James Pipczynski)**
- Res. #589 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Maintenance Mechanic II and Seasonal Groundskeepers in the Building and Grounds Division**
- Res. #590 Appoints a Call-In Registered Nurse to the Recreation Department (Christine Spero)**
- Res. #591 Appoints Part-Time Public Safety Dispatchers to the Police Department (Kathleen Vonatzski and Deirdre Carragher)**
- Res. #592 Approves the Application for Fireworks Permit of Gina Goula (Martha Clara Vineyards July 4, 2009)**
- Res. #593 Approves the Application for Fireworks Permit of Newton Carnivals (East Wind Caterers July 4, 2009)**
- Res. #594 Approves the Application for Fireworks Permit of Riverhead Business Improvement District (July 4, 2009)**

- Res. #595 Approves the Application for Fireworks Permit of Riverhead Raceway (July 4, 2009)**
- Res. #596 Approves the Application for Fireworks Permit of Riverhead Raceway (August 22, 2009)**
- Res. #597 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (Wine Press Concert Series – July 4th and July 11th, 2009)**
- Res. #598 Ratifies Funding Request to the Empire State Development Downstate Regional Blueprint Fund for Calverton Rail Access**
- Res. #599 Resolution Properly Designating Road Name as Segal Avenue Extension**
- Res. #600 Establishes Location for Farmers' Market for 2009 Season**
- Res. #601 Authorizes the Supervisor to Execute an Inter-Municipal Agreement Authorizing the Town to Apply For and Accept Matching Grant Funds From the Suffolk County Water Quality Protection and Restoration Program Regarding Repair of Oakleigh Avenue**
- Res. #602 Authorizes the Supervisor to Execute and Amended Agreement Authorizing the Town to Accept Funds From Suffolk County Office for the Aging for the Purpose of Supplementing the Town's Supplemental Nutrition Assistance Program**
- Res. #603 Authorizes the Supervisor to Execute and Addendum to the License Agreement with East End Oysters**
- Res. #604 Authorizes the Supervisor to Execute an Agreement with Commander Power Systems for Generator Service**
- Res. #605 Authorizes the Supervisor to Execute an Agreement with Eaton Electrical Corporation for Emergency Battery System**
- Res. #606 Authorizes the Supervisor to Execute Renewal Agreements with Nextiraone, LLC d/b/a/ Black Box Network Services for Telephone Maintenance**

- Res. #607** Authorizes Town Clerk to Publish and Post Notice to Bidders for Calcium Hypochlorite Tabs for Use by the Riverhead Water District
- Res. #608** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Sheriff's Department to Assist the County in "Operation Shield" Exercises
- Res. #609** General Fund Budget Adjustment
- Res. #610** Resolution to Authorize the Submission of a Proposition for the Determination to Fund or Transfer the Public Safety Dispatch Function
- Res. #611** Adopts a Local Law Amending Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code
- Res. #612** Adopts a Local Law Amending Chapter 18 Entitled "Code of Ethics" of the Riverhead Town Code
- Res. #613** Supports the Recommendations of the East End Transportation Council for a North Fork Transit Concept
- Res. #614** Resolution Approving the Site Plan of East End Wireless
- Res. #615** Awards Bid for Tennis Court Renovations
- Res. #616** Awards Bid on Spaulding 130 Gallon Crack Sealer or Equal
- Res. #617** Awards Bid for Paint
- Res. #618** Bond Resolution Authorizing the Acquisition of a Parcel of Land and Construction Thereon of a Lot for Parking Purposes, in and for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$325,000 and Authorizing the Issuance of \$325,000 Bonds of Said Town to Pay the Cost Thereof.
- Res. #619** Pays Bills
- Res. #620** Accepts Irrevocable Letter of Credit of Rugby Recreational Group, LLC (Subdivision Entitled "Baiting Hollow Club")

June 16, 2009

TOWN OF RIVERHEAD

Adopted

CDA RESOLUTION # 13

A RESOLUTION AMENDING CDA RESOLUTIONS #9, # 17, AND # 27 OF 2008.

COUNCILMAN WOOTEN offered the following

resolution, which was seconded by COUNCILWOMAN BLASS

WHEREAS the Community Development Agency (the "Agency") adopted Resolution #9 of 2008 determining Vintage Square Properties, L.L.C. to be a Qualified and Eligible Sponsor, which resolution was to expire and be of no force and effect unless an Agreement of Sale was fully executed by June 15, 2008; and

WHEREAS the Agency adopted Resolutions # 17 and # 27 of 2008 granting Vintage Square Properties, L.L.C.'s requests further extensions of time for an Agreement of Sale to be fully executed, with the last extension scheduled to end on June 15, 2009; and

WHEREAS, Vintage Square Properties, L.L.C. has requested an additional extension of the deadline of the time for an Agreement of Sale to be fully executed.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Agency, as follows:

1. Paragraph 3 of CDA Resolution #9 of 2008 is hereby amended to provide that the designation of Vintage Square Properties, L.L.C. as a Qualified and Eligible Sponsor will expire and be of no force and effect unless an Agreement of Sale is fully executed on or before December 15, 2009.

2. In the event substantive changes are made to the draft Agreement of Sale on file with the Town Clerk, a new hearing to determine whether Vintage Square Properties, L.L.C. is a Qualified and Eligible Sponsor the project, as amended, will be required.

3. That the Town Clerk is hereby directed to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901; Forchelli, Curto, Schwartz, Mineo, Carlino & Cohn, LLP, 330 Old Country Road, Suite 301, Mineola, New York 11501; Chris Kempner, Director of the Community Development Agency;

Richard Hanley, Director of Planning; and Dawn C. Thomas, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, SPECIAL COUNSEL.

THE VOTE

Dunleavy Yes No Blass Yes No

Wooten Yes No

Cardinale Yes No

THIS RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

6/16/09

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

Resolution # 14

AUTHORIZES THE TOWN ATTORNEY TO ORDER AN APPRAISAL FOR REAL PROPERTY LOCATED AT 203-207 EAST MAIN STREET; 209 EAST MAIN STREET; 211 EAST MAIN STREET; 213 EAST MAIN STREET, 221 EAST MAIN STREET and 31 McDERMOTT AVENUE, RIVERHEAD

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

WHEREAS, the Town Board of the Town of Riverhead is interested in revitalizing East Main Street in Riverhead for the purpose of stimulating economic growth and prosperity by purchasing the commercial property located at 203-207 East Main Street; 209 East Main Street; 211 East Main Street; 213 East Main Street, 221 East Main Street and 31 McDermott Avenue, Riverhead; and

WHEREAS, in order to effectuate this acquisition, it is necessary for the Town of Riverhead to obtain an appraisal of the property,

NOW, THEREFORE, BE IT RESOLVED that the Town Attorney is hereby authorized to order an appraisal from Rogers & Taylor Appraisers, Inc., at a cost of \$5,000.00, for the real property commonly known as 203-207 East Main Street, Riverhead; 209 East Main Street, Riverhead; 211 East Main Street, Riverhead; 213 East Main Street, Riverhead; 221 East Main Street, Riverhead and 31 McDermott Avenue, Riverhead; Suffolk County Tax Map Nos. #0600-129-1-17; #600-129-1-18; #600-129-1-19; #600-129-1-20; #600-129-1-21, #600-129-1-22, respectively, in connection with the acquisition of said parcels, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Community Development Agency and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

TOWN OF RIVERHEAD
Resoltuion # 573

The following resolution was offered by Councilwoman Blass, which was seconded by Councilman Dunleavy

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 in said Town, on June 16, 2009, at 7:15 o'clock P.M., Prevailing Time.

Adopted

PRESENT:

Philip Cardinale
Supervisor

Barbara Blass
Councilman

John Dunleavy
Councilman

Jim Wooten
Councilman

Councilman

In the Matter of The Increase and Improvement of Facilities of the Public Parking District in the Town of Riverhead, Suffolk County, New York	PUBLIC INTEREST ORDER
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WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Public Parking District, in the Town of Riverhead, Suffolk County, New York (the "Parking District"), being the acquisition of land to construct a parking lot on 209 East Avenue and construction of parking lot improvements thereon, including incidental expenses in connection therewith, at a maximum estimated cost of \$325,000; and

WHEREAS, at a meeting of said Town Board duly called and held on May 19, 2009, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of the Public Parking District in said Town at a maximum estimated cost of \$325,000, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Riverhead, New York, in said Town, on June 16, 2009 at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and it was determined that the maximum estimated cost would be \$325,000;

NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of the Public Parking District, in the Town of Riverhead, Suffolk County, New York, consisting of, the acquisition of land to construct a parking lot on 209 East Avenue and construction of parking lot improvements thereon, including incidental expenses in connection therewith, at a maximum estimated cost of \$325,000.

Section 2. This Order shall take effect immediately.

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

_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * * * *

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

209 EAST AVENUE ACQUISITION
PUBLIC PARKING DISTRICT

BUDGET ADOPTION

RESOLUTION # 574

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

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

		<u>FROM</u>	<u>TO</u>
406.095731.494200.10021	Serial Bond Proceeds	325,000	
406.056500.522150.10021	Land and Building Acquisition		300,000
406.056500.543000.10021	Professional Services		15,000
406.056500.523000.10021	Improvements		10,000

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

Adopted

June 16, 2009

TOWN OF RIVERHEAD

2009 RECREATION CAPITAL IMPROVEMENT PROJECT
RECREATION DEPARTMENT

BUDGET ADJUSTMENT

RESOLUTION # 575

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70900	Special Trust Transfers	75,000	
406.071100.523028.70900	Tennis Court Improvements – Bayberry Pk		38,000
406.071800.523028.70900	Tennis Court Improvements – Jamesport Bch		37,000

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

June 16, 2009

Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 576

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____.

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

		<u>FROM</u>	<u>TO</u>
124.000000.390599	Fund Balance	5,500	
124.081300.541100	Building Repairs & Maintenance		5,500

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No



June 16, 2009

Adopted

TOWN OF RIVERHEAD

SCAVENGER WASTE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 577

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN _____.

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

		<u>FROM</u>	<u>TO</u>
128.081890.547504	Sanitation Disposal	5,000	
128.081890.541416	Equipment - Repair & Improvements		5,000

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No



TOWN OF RIVERHEAD
**ECONOMIC RECOVERY PROJECTS
MUNICIPAL/SPONSOR RESOLUTION**
RESOLUTION NUMBER: 578

Adopted

COUNCILMAN WOOTEN

offered the following resolution, which was seconded by

COUNCILWOMAN RIASS

WHEREAS, The NYS DOT Transportation Enhancement Alternative Transportation Path Economic Recovery Project(s) (hereinafter the "the Projects") in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is (are) eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds.

NOW, THEREFORE, the Municipal/Sponsor Board duly convened does hereby:

RESOLVE, that the Municipal/Sponsor Board hereby approves the above Projects; and it is hereby further

RESOLVED, that the Municipality/Sponsor agrees to advance the Projects through: (Check only one of the following boxes):

1) The Municipality/Sponsor's resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full federal and non-federal costs of any and all phase(s) or portions thereof and it is further hereby appropriates from capital fund [or pursuant to N/A] the funds necessary to complete the Project(s) including all phase(s) or portions thereof

-OR-

2) NYSDOT resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full non-federal costs of any and all phase(s) or portions thereof and hereby appropriates from _____ [or pursuant to _____] the funds necessary to complete the Project(s) including all phase(s) or portions thereof; and it is further

RESOLVED, that the Municipal/Sponsor Board makes a 100% commitment of the federal and non-federal share (if any) of the costs of (Choose One) phase(s) of work for the Project(s) or portions thereof, with the federal share of such costs to be applied by the New York State Department of Transportation (hereinafter "NYSDOT") pursuant to the State/Local Agreement and it is hereby further

RESOLVED, that the sum of \$0 is hereby appropriated from \$0 and make available to cover the cost of participation in the above phases(s) of the Project(s); and hereby appropriates from N/A [or pursuant to N/A] the funds necessary to complete the Project(s) including all phase(s) or portions thereof it is further

RESOLVED, that upon completion of construction of the Projects, or a fully usable portion thereof, the Municipality/Sponsor agrees to maintain the Project(s), or fully usable portion thereof, at their sole cost and expense; and it is hereby further

RESOLVED, that in the event the full federal and non-federal share of the Projects exceeds the amount appropriated above, the Municipal/Sponsor Board shall convene as soon as possible to appropriate said excess amount immediately; and it is hereby further

RESOLVED, that the Supervisor of the Town of Riverhead is hereby authorized to execute all necessary Agreements or certifications on behalf of the Municipality/Sponsor, (subject to the Municipal/Sponsor Attorney's approval as to form and content), with NYSDOT in connection with the advancement or approval of the Projects identified in the State/Local Agreement; and providing for the administration of the Projects and the municipality/sponsor's first instance funding of the federal and non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of the Department of Transportation by attaching it to any necessary Agreement in connection with the Project(s);

and it is further

RESOLVED, that this Resolution shall take effect immediately.

(Name & Title _____) moved the adoption of the resolution. Seconded by (Name & Title _____). Upon roll call, adopted.

Clerk of the Town of Riverhead, County of Suffolk

I, hereby certify that I have compared the foregoing copy of a resolution with the original duly adopted by the above mentioned Municipality/Sponsor at a session held on the ¹⁶th day of June 2009 and that the same is a true copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the said _____, this _____ day of June, 2009.

_____ Clerk

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

6/16/09

Adopted

TOWN OF RIVERHEAD

Resolution # 579

AUTHORIZES THE RELEASE OF 5% SITE PLAN SECURITY OF KROEMER AVENUE ASSOCIATES LLC (SAVINGS PASS BOOKS)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY :

WHEREAS, Kroemer Avenue Associates LLC posted security (three Passbooks #1630039814, #15630039822 and #4030334326) in the sums of Twenty One Thousand Six Hundred Thirty Dollars (\$21,630.), Four Thousand Three Hundred Sixty Dollars (\$4,360.) and Twenty One Thousand Two Hundred Sixty Two Dollars (\$21,262.) respectively, in accordance with Resolution #441 dated May 16, 2006, further amended by Resolution #78 dated August 26, 2008, for improvements to be completed at 46 Kroemer Avenue, Riverhead, New York, further described as Suffolk County Tax Map # 600- 119.00-01-032.02, 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 Departments is satisfied with site plan requirements and a certificate of occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby releases the above referenced security issued to the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Kroemer Avenue Associates, LLC, Attn: Brian Gilbride, PO Box 5047, Southampton, New York 11969 and Peter S. Danowski, Esq., PO Box 779, Riverhead, New York, 11901.

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

6/16/09

TOWN OF RIVERHEAD

Resolution # 580

Adopted

APPOINTS
A CALL-IN CHAPERONE TO THE
RECREATION DEPARTMENT

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

RESOLVED, that the Town Board appoints Anita Lewin to the Recreation Department as a Call-In Chaperone, Level 1, to be paid at the rate of \$8.50, effective June 25, 2009, and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.

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

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

BE IT FURTHER RESOLVED, that 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.¹

WOOTEN yes no
DUNLEAVY yes no BLASS yes no
CARDINALE yes no
THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Rec.Kelly/Res.chaperone.lewin

06/16/09

STATUS Adopted

Resolution # 581

RATIFIES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES
TO THE 5TH ANNUAL NEW YORK STATEWIDE "TraCS" STEERING
COMMITTEE MEETING

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

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police department employees to attend the 5th New York Statewide "TraCS" Steering Committee Meeting; and

WHEREAS, the seminar will be held in Syracuse, New York from June 10 – June 11, 2009.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two police department employees to attend the "New York Statewide TraCS" Steering Committee Meeting.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$400.00 (registration, food, lodging, tolls, fuel & miscellaneous expenses); upon submission of proper receipts; and

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

WOOTEN YES
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

will ratify at next Board meeting

Jenna M. Wooten
Phil Cardinale

Barbara Blann

6/16/09

TOWN OF RIVERHEAD

Adopted

Resolution # 582

APPOINTS
A CALL-IN ASSISTANT RECREATION LEADER LEVEL I
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following Resolution,

which was seconded by COUNCILMAN DUNLEAVY

RESOLVED, that Thomas Goodwin is hereby appointed as a Call-In Assistant Recreation Leader Level I for the Riverhead Skate Park effective, June 17, 2009 to serve as needed on an at will basis to be paid at the rate of \$9.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that 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 Clerk¹

WOOTEN yes no

DUNLEAVY yes no

BLASS yes no

CARDINALE yes no

THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Rec.Kelly/Res.Goodwin.asst.rec.lead.09

6/16/09

TOWN OF RIVERHEAD

Resolution # 583

**AMENDS THE APPOINTMENT OF A CALL-IN SCOREKEEPER
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

RESOLVED, that Kenneth Drumm is hereby appointed as a Call-In Scorekeeper Level IV effective, May 21, 2009 to serve as needed on an at will basis to be paid at the rate of \$9.65 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that 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 Clerk¹

WOOTEN yes no

DUNLEAVY yes no

BLASS yes no

CARDINALE yes no

THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Resolution/Rec Kelly.Scorekeeper.K.Drumm.Amend.09

6/16/09

Adopted

TOWN OF RIVERHEAD

Resolution # 584

**AMENDS THE APPOINTMENT OF A LIFEGUARD
TO THE
RECREATION DEPARTMENT**

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by _____

COUNCILWOMAN BLASS

RESOLVED, that Deborah Hennenlotter is hereby appointed as a Lifeguard Level X effective, May 19, 2009, to serve as needed on an at will basis to be paid at the rate of \$15.35 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that 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 Clerk¹

WOOTEN yes no

DUNLEAVY yes no

BLASS yes no

CARDINALE yes no

THIS RESOLUTION is is not

DECLARED DULY ADOPTED

¹ Rec Kelly/Resolution.Lifeguard.Hennenlotter.amend.09

6/16/09

Adopted

TOWN OF RIVERHEAD

Resolution # 585

APPOINTS
A CALL-IN CHAPERONE TO THE
RECREATION DEPARTMENT

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

RESOLVED, that the Town Board appoints Lisa Lindsay to the Recreation Department as a Call-In Chaperone, Level 1, to be paid at the rate of \$8.50, effective June 25, 2009, and to serve as needed on an at will basis and to serve at the pleasure of the Town Board.

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

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

BE IT FURTHER RESOLVED, that 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.¹

2

WOOTEN yes no
DUNLEAVY yes no BLASS yes no
CARDINALE yes no
THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Rec.Kelly/Res.chaperone.lindsay

6/16/09

TOWN OF RIVERHEAD

Adopted

Resolution # 586

**APPOINTS A CALL-IN RECREATION AIDE / YOUTH SPORTS
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by _____ COUNCILMAN WOOTEN

RESOLVED, that Colleen Dougherty is hereby appointed to serve as a Call-In Recreation Aide/ Youth Sports Level 1 effective June 22, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$7.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that 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.¹

WOOTEN yes no

DUNLEAVY yes no

BLASS yes no

CARDINALE yes no

THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Rec.Kelly/Res.rec.aide.Colleen.Dougherty

June 16, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 587

RATIFIES THE REAPPOINTMENT OF A LAW INTERN TO THE TOWN ATTORNEY'S OFFICE

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

WHEREAS, the need for a Law Intern exists in the Town Attorney's office to assist with special projects, and

WHEREAS, the recommendation of the Town Attorney and the Personnel Officer has been received.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the reappointment of Timothy Flanagan to the position of Law Intern effective for April 13, 2009 through April 17, 2009 at the hourly rate of \$10.00.

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

THE VOTE

WOOTEN yes no
DUNLEAVY yes no BLASS yes no
CARDINALE yes no
THIS RESOLUTION is is not

DECLARED DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 588

RATIFIES THE TRANSFER OF A MAINTENANCE MECHANIC II IN THE BUILDING AND GROUNDS DIVISION OF THE ENGINEERING DEPARTMENT TO THE POSITION OF AN AUTOMOTIVE EQUIPMENT OPERATOR IN THE HIGHWAY DEPARTMENT

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

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 #6, and

WHEREAS, the Town Board and the Superintendent of Highway wishes to transfer James Pipczynski to this position.

NOW, THEREFORE, BE IT RESOLVED, that effective June 1, 2009, this Town Board hereby ratifies the transfer of James Pipczynski to the position of Automotive Equipment Operator in the Highway Department as found on Group 6, Step 5A 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 James Pipczynski, the Superintendent of Highway, the Town Engineer, the Personnel Officer and the Office of Accounting.

THE VOTE

Wooten ✓ yes ___ no
Dunleavy ___ yes ✓ no Blass ✓ yes ___ no
Cardinale ✓ yes ___ no
This Resolution ✓ is ___ is not

DECLARED DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 589

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD
FOR
MAINTENANCE MECHANIC II AND SEASONAL GROUNDSKEEPERS
IN THE BUILDING AND GROUNDS DIVISION**

COUNCILMAN DUNLEAVY

_____ offered the following

resolution, which was seconded by _____ COUNCILMAN WOOTEN

RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the June 25, 2009 issue of The News Review:

THE VOTE

Buckley ___ yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NO
THEREFORE DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individual to serve in the FT position of **Maintenance Mechanic II** in the Building and Grounds Department. Applicants must be at least 18 years of age. Applicants must also have a minimum of two years experience in a trade and a clean, current CDL. The Town is also seeking individuals to serve as **Seasonal Groundskeepers**. All applications are to be submitted to the Personnel Office, 1295 Pulaski Street, Riverhead, NY, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. No applications will be accepted after 4:00 p.m. on July 6, 2009. EOE

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK

THE VOTE

WOOTEN ___yes___no

DUNLEAVY ___yes___no

BLASS ___yes___no

CARDINALE ___yes___no

THIS RESOLUTION _____is_____is not

DECLARED DULY ADOPTED

6/16/09

Adopted

TOWN OF RIVERHEAD

Resolution # 590

APPOINTS A
CALL-IN REGISTERED NURSE TO THE
RECREATION DEPARTMENT

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Christine Spero is hereby appointed to serve as a Call-In Registered Nurse to the Recreation Department effective June 17, 2009 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.

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

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

BE IT FURTHER RESOLVED, that 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.

WOOTEN yes no

DUNLEAVY yes no BLASS yes no

CARDINALE yes no

THIS RESOLUTION is is not
DECLARED DULY ADOPTED

¹ Rec. Kelly: Res Christine Spero -09

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 591

APPOINTS PART-TIME PUBLIC SAFETY DISPATCHERS TO THE POLICE DEPARTMENT

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

WHEREAS, the need for Part-Time Public Safety Dispatchers exists in the Riverhead Town Police Department; and

WHEREAS, pursuant to a completed background investigation, a recommendation has been made by the Chief of Police and the Personnel Officer to appoint Kathleen Vonatzski and Deirdre Carragher to these part-time positions.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Kathleen Vonatzski and Deirdre Carragher to the part-time positions of Public Safety Dispatcher at an hourly rate of \$19.51 effective June 17, 2009; and

BE IT FURTHER, RESOLVED that the Town Clerk be and is hereby directed to forward a copy of this resolution to Kathleen Vonatzski, Deirdre Carragher, the Chief of Police, the Accounting Office and the Personnel Officer.

THE VOTE

Wooten ✓ yes no
Dunleavy ✓ yes no
Blass ✓ yes no
Cardinale ✓ yes no
This Resolution ✓ is is not

DECLARED DULY ADOPTED

6/16/09

TOWN OF RIVERHEAD

Adopted

Resolution # 592

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
GINA GOULA**

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN WOOTEN :

WHEREAS, on June 1, 2009, Gina Goula had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Martha Clara Vineyards at 6025 Sound Avenue, Riverhead, New York on July 4, 2009, at 9:15 p.m., having a rain date of July 5, 2009; and

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

WHEREAS, Gina Goula has paid the applicable Fireworks Permit Application fee.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Gina Goula for the purpose of conducting a fireworks display to be held at Martha Clara Vineyards at 6025 Sound Avenue, Riverhead, New York on July 4, 2009, at 9:15 p.m., having a rain date of July 5, 2009, is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 10:00 a.m. and 12:00 noon on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at Martha Clara Vineyards no later than 12:00 noon on the day of the event.
- Fire Marshal to be present 60 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells indicated on the application.
- The Fire Marshal shall have the final authorization to allow the show to proceed or

cancel the show if there are unsafe conditions, lightning and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, the Town Board hereby authorizes the Fire Marshal to post closure notices within the required safety zone; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Gina Goula, 20372 Clover Field Terrace, Sterling, VA, 20165; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

6/16/09

Adopted

TOWN OF RIVERHEAD

Resolution # 593

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
NEWTON CARNIVALS
(July 4, 2009)**

COUNCILMAN WOOTEN

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

_____:

WHEREAS, on June 9, 2009, Newton Carnivals had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on property owned by Kenny Barra of East Wind Caterers located at 6164 Route 25A, Wading River, New York in connection with the previously approved Chapter 90 event entitled a "Family Festival" to be held on Saturday, July 4, 2009 at 10:15 p.m., having a rain date of Sunday, July 5, 2009; and

WHEREAS, Newton Carnivals has paid the applicable Fireworks Permit Application fee; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Newton Carnivals, for the purpose of conducting a fireworks display to be held at 6164 Route 25A, Wading River, New York on Saturday, July 4, 2009 at 10:15 p.m., having a rain date of Sunday, July 5, 2009 at 10:15 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Wading River Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Wading River Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 2:00 p.m. on the day of the event.

- Fireworks technician must have photo identification and present same to Fire Marshal upon request.
- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.
- Fireworks display shall be limited to shells not larger than 4" in diameter.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Newton Carnivals, 4075 Jericho Turnpike, East Northport, New York, 11731; Pyro Engineering, Inc., d/b/a Bay Fireworks, 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735 and the Wading River Fire Department; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

Adopted

6/16/09

TOWN OF RIVERHEAD

Resolution # 594

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
(July 4, 2009)**

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY
_____ :

WHEREAS, on May 29, 2009 the Riverhead Business Improvement District had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, July 4, 2009 at 9:00 p.m., having a rain date of Sunday, July 5, 2009; and

WHEREAS, the Riverhead Business Improvement District has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of the Riverhead Business Improvement District, for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, July 4, 2009 at 9:00 p.m., having a rain date of Sunday, July 5, 2009 at 9:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Grangebel Park no later than 2:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.

- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.
- Fireworks display shall be limited to shells not larger than 3" in diameter.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application fee is hereby waived; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Business Improvement District, P.O. Box 913, Riverhead, New York, 11901; Pyro Engineering, Inc., d/b/a Bay Fireworks, 110 Route 110, Suite 102, Huntington Station, New York, 11746 and the Riverhead Fire Department; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (July 4, 2009)**

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by

COUNCILMAN WOOTEN:

WHEREAS, on May 27, 2009, Riverhead Raceway had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 4, 2009, at approximately 9:00 p.m., having a rain date of July 11, 2009; and

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

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 4, 2009, at approximately 9:00 p.m., having a rain date of July 11, 2009; is hereby approved with the following conditions:

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021 and Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (August 22, 2009)**

COUNCILMAN WOOTEN

offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on May 27, 2009, Riverhead Raceway had submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 22, 2009, at approximately 9:00 p.m., having a rain date of August 29, 2009; and

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

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 22, 2009, at approximately 9:00 p.m., having a rain date of August 29, 2009; is hereby approved with the following conditions:

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021 and Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

TOWN OF RIVERHEAD

Adopted

Resolution # 597

APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES COUNCIL, INC.

(Wine Press Concert Series – July 4th and July 11th, 2009)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

:

WHEREAS, on May 27, 2009, the East End Arts & Humanities Council Inc. (“EEAC”) had submitted a Chapter 90 Application for the purpose of conducting a Wine Press Concert Series to be held on the following dates, locations and times:

July 4, 2009	Martha Clara Vineyards	6:00 p.m. to 8:00 p.m.
July 11, 2009	Jamesport Vineyards	6:00 p.m. to 8:00 p.m.; and

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

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of the East End Arts & Humanities Council, Inc. for the purpose of conducting a Wine Press Concert Series to be held on the aforementioned dates, locations and times is hereby approved; and be it further

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

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

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

**RATIFIES FUNDING REQUEST TO THE EMPIRE STATE DEVELOPMENT
DOWNSTATE REGIONAL BLUEPRINT FUND FOR CALVERTON RAIL ACCESS**

COUNCILMAN DUNLEAVY

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

WHEREAS, the Empire State Development Corporation (ESD) announced the availability of \$35 million through the Downstate Regional Blueprint Fund to support projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Honorable Congressman Bishop has confirmed that his office will submit the Town of Riverhead Calverton Rail Access Rehabilitation project for consideration for inclusion in the next federal Surface Transportation Reauthorization Bill that would fund 80% of total project cost with the additional 20% of project cost to be matched through non-federal sources; and

WHEREAS, the funding associated with the Downstate Regional Blueprint Fund is limited to 20% of project cost and would be through a reimbursement program, not a grant program, thus the Town of Riverhead will pay project costs first then request reimbursement of eligible costs from ESD; and

WHEREAS, the Town Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at the Calverton Enterprise Park, the Town Board seeks to solicit funds to support the Town of Riverhead Calverton Rail Access Rehabilitation and Development Project to and from the Calverton Enterprise Park.

THEREFORE, BE IT RESOLVED, the Town Board ratifies the submission of a Downstate Regional Blueprint Fund Project Request to ESD along with an application fee of \$250.00 for funds in the amount of \$960,000 towards the construction cost for the Calverton Rail Access Rehabilitation and Development Project estimated at \$4,800,000 with eighty percent (\$3,840,000) of the total project cost to be matched by other sources (both public and private).

BE IT FURTHER RESOLVED, that 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

	WOOTEN	<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
	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

June 16, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 599

**RESOLUTION PROPERLY DESIGNATING ROAD NAME
AS SEGAL AVENUE EXTENSION**

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

WHEREAS, Segal Avenue is a Town-owned roadway which was improperly designated on a prior filed map as Sigel Avenue also known as Sigel Street; and

WHEREAS, the Town Board of the Town of Riverhead adopted a resolution on November 4, 1964 changing the road name designation to Segal Street; and

WHEREAS, on November 17, 1964, the Town Board rescinded its prior resolution and changed the road name designation from Segal Street to Segal Avenue; and

WHEREAS, the Town Board adopted Resolution number 172 on February 21, 2007 which authorized the construction of various improvements to a certain road known as "Sigal Avenue Extension", as set forth on a subdivision map known as "Homes at Millbrook Gables", filed in the Office of the Suffolk County Clerk on April 18, 2003 as File No. 10936; and

WHEREAS, the Town Board wishes to correct the name of said roadway to reflect Segal Avenue Extension;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 172 adopted by the Town Board of the Town of Riverhead at its February 21, 2007 meeting is hereby amended to correctly designate said road name as Segal Avenue Extension; and be it further

RESOLVED, that 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.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 600

ESTABLISHES LOCATION FOR FARMERS' MARKET FOR 2009 SEASON

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

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

WHEREAS, the Farmers' Market utilized the area located behind SCTM#0600-129-1-11, 12 and 13 on property owned by the Town of Riverhead in 2008 and found the location to be acceptable.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning July 1, 2009 for the 2009 season.

BE IT FURTHER RESOLVED, that Town Clerk shall forward a certified copy of this resolution to Bob Gammon, 70 Woodside Lane, Laurel, NY 11948, and Suffolk County Dept. of Health Services (WIC Administrative Office), H. Lee Dennison Building 100 Veterans Memorial Hwy., PO Box 6100, Hauppauge, NY 11788.

BE IT FURTHER RESOLVED, that 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

WOOTEN yes no
DUNLEAVY yes no BLASS yes no
CARDINALE yes no
THIS RESOLUTION is is not
DECLARED DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 601

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT AUTHORIZING THE TOWN TO APPLY FOR AND ACCEPT MATCHING GRANT FUNDS FROM THE SUFFOLK COUNTY WATER QUALITY PROTECTION AND RESTORATION PROGRAM REGARDING REPAIR OF OAKLEIGH AVENUE

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

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program is offering a \$274,802.00 grant application, which grant will fund repair and remediation of the drainage system and roadway system of Oakleigh Avenue in Baiting Hollow; and

WHEREAS, said project will require an inter-municipal agreement with Suffolk County and a Riverhead Township funding match of \$274,802.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Riverhead that the Town Engineering Department is hereby authorized to file a grant application in the amount of \$274,802.00 with the Suffolk County Water Quality Protection and Restoration Program; and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to enter into an inter-municipal agreement with Suffolk County for the above-referenced project, which agreement shall be reviewed and approved by the Town Attorney; and be it further

RESOLVED, that the Town's Financial Administrator is hereby authorized and directed to disburse the necessary funding; and

RESOLVED, that the Town Clerk is directed to forward a copy of this resolution to Frank P. Castelli, Suffolk County Department of Environment and Energy, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788-0099; the Engineering Department; the Town Financial Administrator and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

June 16, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 602

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 TOWN'S SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM

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

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

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

WHEREAS, the Senior Citizen Department is interested in supplementing its budget regarding the costs for meals incurred by the Senior Citizen Department; and

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 Supplemental Nutrition Assistance Program; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788; the Senior Citizen Department; and the Office of the Town Attorney.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Amendment of Agreement

This is the Second Amendment of an Agreement (Agreement), last dated August 15, 2007 is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to modify the Agreement to extend the term of the Agreement from April 1, 2009 through March 31, 2010 (the period April 1, 2009 through March 31, 2010 being hereinafter called the "2009/2010 Extension Period") and to add and amend other contract provisions to comply with current County Standards, as set forth herein.

Term of Agreement: Shall be April 1, 2007 through March 31, 2010 with two one-year extensions at the County's option.

Total Meals: **Daily Congregate Meals: 67**

Daily Home-Delivered Meals: 96

Total Cost of Agreement: Shall be on a fee-for-service basis, not to exceed \$682,336 (with \$232,677 for the 2009/2010 Extension Period), as set forth in Exhibits A-2009/2010, and C-2009/2010 attached.

Terms and Conditions: Shall be as set forth in Exhibits A-2009/2010, C-2009/2010, and the "Suffolk County Legislative Requirements Exhibit" revised 11/08 attached.

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

Town of Riverhead

County of Suffolk

By: _____
Philip Cardinale
Supervisor

By: _____
Name: _____
Deputy County Executive

Fed. Taxpayer ID #: 11-6001935

Date: _____

Date: _____

Approved:

_____, hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

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

Recommended:

Signature

By: _____
Anna Prencipe
Food Service Supervisor

Approved as to Legality:

Christine Malafi
Suffolk County Attorney



0003018

By: _____
Jacqueline Caputi
Assistant County Attorney

Exhibit A-2009/2010

Whereas, the County and Contractor have entered into an Agreement (Law No. AG004M/0021-12R), last dated August 15, 2007, for a term from April 1, 2007 through March 31, 2008 for a senior citizen supplemental nutrition assistance program at a Total Cost of \$221,490; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. AG004M/0021-12RB extending the term from April 1, 2008 through March 31, 2009 and (at an additional cost of \$228,169) increasing the Total Cost of the Agreement to \$449,659; and

Whereas, the parties hereto desire to modify the Agreement, to extend the term from April 1, 2009 through March 31, 2010 and (at an additional cost of \$232,677) to increase the Total Cost of the Agreement to \$682,336, and to add and amend other contract provisions to comply with current County Standards, 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, 2007 through March 31, 2010 as set forth on the page 1 of this Second Amendment of Agreement.

2. Meals:

Effective as of the beginning of the Extension Period, the approximate daily number, and the maximum annual number, if any, of Congregate and/or Home-Delivered Meals included in the Program shall be as set forth on the cover page of this Second Amendment of Agreement.

3. Payment for Services:

The Total Cost of Agreement \$682,336 is comprised as follows:

- a. \$221,490 for the 2007/2008 contract term;
- b. \$228,169 for the 2008/2009 Extension Period;
- c. \$232,677 for the 2009/2010 Extension Period;

4. Rate Page:

The rate at which the Contractor shall be paid for this Extension Period is set forth in Exhibit C-2009/2010, which is attached and made part of the Agreement.

5. Poverty Threshold

Paragraph 8 (3) of Exhibit B to the Agreement entitled "Reporting Requirements, Demographics", referring to the Poverty Threshold, is amended to read as follows:

Size of Family Unit	100 % of Poverty Threshold (for IIIIC Nutrition program(s))	150% of Poverty Threshold (for SNAP Program(s))
1	\$10,830/year	\$16,245/year
2	\$14,570/year	\$21,855/year

The Contractor will comply with the following added provisions in conformance with current County requirements

- 6. A new subparagraph B. is inserted under Paragraph 8. "Reporting Requirements" of Exhibit B to the Agreement:

B. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by Aging and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. NAPIS required registration must be completed for all congregate participants. The congregate NY Short Form and home delivered NY Comprehensive AFM form or subsequent approved assessment tool(s) must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the 12th of each month for the previous month's data.
- iv. Home-delivered meal participants must have eligibility determined prior to the delivery of service using the NAPIS required NY Comprehensive AFM form or subsequent approved assessment tool. Each participant receiving home-delivered meals must be reassessed at appropriate intervals based on each participant's situation, but in no instance less frequently than at least once in each twelve-month period. The Contractor will also make a six-month reassessment in the form of a home visit or a telephone call. The assessment and subsequent reassessments must be entered electronically and completed by the 12th of each month for the previous month's data.

7. Contractor's Staff

Subparagraph b of Paragraph 9. "Contractor's Staff" of Exhibit B to the Agreement is deleted in its entirety and replaced with the following:

- b. The County shall have the right to prior approval of the filling of any site manager position and the assessor managing the electronic records.

The Contractor shall comply with the following amended provisions in conformance with current County Standards.

8. Contractor Responsibilities

Paragraph 1 of Exhibit A1 is deleted in its entirety and replaced with the following:

Contractor Responsibilities

a. Duties and Obligations

- i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- ii.) The Contractor shall promptly take all action as may be necessary to render the Services.
- iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess,

during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

- ii.) The Contractor shall continuously have during the Term of the Contract all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the Department, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify him or the Contractor to perform the Services.
- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with sub-paragraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon 24 hours notice.

9. Agreement Subject to Appropriation of Funds

Subparagraph f. of Paragraph 4 of Exhibit A1 to the Agreement is deleted in its entirety and replaced with the following:

Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Service, the County shall have the sole and exclusive right to:
 - i.) Determine how to pay for the Services;
 - ii.) Determine future payments to the Contractor; and
 - iii.) Determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.
- c. The County may during the Term impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in

writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than 14 days.

- d. Any Budget Deficiency Plan shall be deemed to be incorporated by reference and made part of the Contract.

10. 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."

11. 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).

12. Full Force and Effect

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-2009/2010
Rate Page**

TOWN of RIVERHEAD

Schedule of Fees for Services

	Congregate Midday Meals	Home-Delivered Meals
Third Contract Year 2009/2010	\$4.47	\$6.31

Exhibit
Suffolk County Legislative Requirements revised 11/08

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller 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 Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The Contractor 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 the 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 the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

The Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. 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 the Contract.

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

The documentation mandated to be kept by this law shall at all time be kept on site. Employee sign-in sheets and register/log books shall be kept on 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 site during such working hours.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of §§ A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with §§ A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, 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 the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Work Experience Participation

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

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>."

End of Text for Exhibit

SNAP Rev

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



Check if
Applicable.

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 to the goods and/or services that are the subject of the contract with the County of Suffolk 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)

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 I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

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 as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- 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.

Section II



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

Check if
Applicable

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-6001935
Contractor Address: 200 Howell Ave Amount of Assistance: 232,677
Riverhead, NY 11901 Vendor #: _____
Contractor Phone #: 631-727-3200
Description of project or service: SNAP

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

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.

Phil Cardinale, Sup
Authorized Signature

5/07/09
Date

Phil Cardinale, Supervisor
Print Name and Title of Authorized Representative

Copy 2
SNAP RLV

STATEMENT OF OTHER CONTRACTS

CONTRACTOR NAME

Town of Riverhead

ADDRESS

300 Howell Ave. Riverhead, NY 11901

CONTACT

JUDY DOLL

631

PHONE NUMBER

722-4444 X 241

PROGRAM	AGREEMENT NUMBER	*CONTRACT WITH	TERM OF AGREEMENT	AMOUNT
SNAP	IFMS No. SE EYE 0800001865	SCOTFA	4/1/08 - 3/31/09	228,169
EISEP	IFMS No SE EYE 08000010124	SCOTFA	4/1/08 - 3/31/09	fee - fn - same Basis
AAA transp.	IFMS No. SC EYE 08000001424	SCOTFA	4/1/08 - 3/31/09	10,361
1116 Residential Repair	IFMS No. SC EYE 07000002840	SCOTFA	1/1/09 - 12/31/09	27,701

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

6/16/09

Adopted

Town of Riverhead

Resolution # 603

AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO THE LICENSE AGREEMENT WITH EAST END OYSTERS

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

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached Addendum to the License Agreement dated February 3, 2009 with East End Oysters; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to East End Oysters, P.O. Box 693, Miller Place, New York, 11764; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted

ADDENDUM TO LICENSE AGREEMENT BETWEEN

THE TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York 11901, hereinafter referred to as "TOWN" and **EAST END OYSTERS**, ("Licensee"), having an address at P.O. Box 693, Miller Place, New York, 11764, a not for profit corporation, dated February 3, 2009; and

WHEREAS, the current License Agreement authorizes East End Oyster to utilize one (1) FLUPSY system at their location; and

WHEREAS, the Town Board of the Town of Riverhead hereby agrees to permit East End Oysters to utilize two (2) FLUPSY units at the same location; and

WHEREAS, all other terms and conditions in the License Agreement dated February 3, 2009 are to remain in full force and effect.

IN WITNESS HEREOF, this Addendum has been executed by the respective parties as of the date hereinabove set forth.

EAST END OYSTERS

TOWN OF RIVERHEAD

MICHAEL CRAIG

PHILIP CARDINALE

APPROVED AS TO FORM

DAWN C. THOMAS
Town Attorney

June 16, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 604

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
COMMANDER POWER SYSTEMS FOR GENERATOR SERVICE

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

WHEREAS, the Town of Riverhead Police Department Building, Riverhead Community Center, Riverhead Senior Center and Riverhead Ambulance building require generator service in the event of an emergency and/or electrical power failure; and

WHEREAS, the Commander Power Systems provides the subject buildings with generator power in the event of an electrical power failure and allows the buildings to continue operation; and

WHEREAS, Commander Power Systems is ready, willing and able to provide generator service.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Commander Power Systems regarding generator service at the above referenced buildings; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Commander Power Systems, 22355 County Road 48, Suite 15, Cutchogue, New York 11935; the Town Engineering Department; and the Office of the Town Attorney.

THE VOTE

Wooten Yes No Dunleavy Yes No Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2009 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Commander Power Systems, with a principal place of business at 22355 County Road 48, Suite 15, Cutchogue, New York, 11935, a corporation existing under the laws of the State of New York (hereinafter referred to as "Consultant").

In consideration of the mutual promises herein contained, Town of Riverhead and Consultant agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in **Schedules A (Riverhead Community Center); B (Riverhead Police Department building); C (Riverhead Senior Center); D (Riverhead Ambulance building)** attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2009 and terminate on December 31, 2009.

3. PAYMENT

For these services, Town will pay Consultant at the rates set forth in the attached schedule. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file,

or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

8. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq.,

200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Commander Power systems, 22355 County Road 48, Suite 15, Cutchogue, New York 11935.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud of any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

By:
TOWN OF RIVERHEAD

GENERATOR SERVICE CONTRACT
RIVERHEAD COMMUNITY CENTER
200KW @ CALVERTON

COMMANDER Power System. Is pleased to offer you an annual Service Contract, designed to maintain your emergency generator system. Commander Power System is a full-service dealer of Onan, Kohler, and Winco generators and Switchgear, but offers premium service programs for generators of all makes. Members of Our service program receive the benefit of priority on-call emergency service, around the Clock, 365 days a year.

Upon receipt of signed contract, your contract becomes effective and a schedule of service dates will follow.

The following is a list of services included in this contract:

1. Operate complete electric plant through Automatic Transfer Switch if possible.
2. Check all controls on transfer switch, and Generator.
3. Clean accumulated dust and grease.
4. Check radiator for correct levels of water and anti-freeze.
5. Check crankcase for correct oil level...
6. Check fuel filters.
7. Check fan belts for wear and correct tension.
8. Check water hoses for deterioration.
9. Check battery cables for deterioration.
10. Check batteries; add water if necessary. Correct charge rates as necessary.
11. Check alternator and battery charging system.
12. Check ignition system.
13. Check air cleaner element...
14. Check generator, brushes, commutator, slip rings, and wiring.
15. Check gas regulator, solenoid valve and fittings.
16. Check warning lights.
17. Check exerciser clock, adjust as required.

NOTE: This service agreement covers the work described only, and does not relieve the Owner from periodic maintenance and testing. Commander Power System disclaims Any responsibility for consequential damages to generator or building loads.

This contract covers only material listed. Services requested but not covered under contract Will bill at our out-of-shop rates for labor, travel and parts.

Our service program is two-fold and consists of a series of Minor and Major inspections to Help assure fail-safe start-up and operation. We recommend at least one MINOR and on MAJOR Per year

PREVENTATIVE MAINTENANCE SCHEDULE - - - Listed services are to be performed at inter -

Vals stated below:

MONTHS: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
MI MA

The MINOR service includes the above-mentioned services for the sum of: plus sales tax. \$430.00
Plus sales tax.

Any parts or lubricants necessary will be billed at prevailing rates.

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$750.00 plus sales tax

TAXES - - - Prices do not include Federal, State, or Local Sales, use, property, or excise TAXES. If any such taxes are imposed, Commander Power System will bill them to the customer as A separate item. In lieu of such taxes, the customer shall provide with each order, a tax exemption Certificate, acceptable to the proper taxing authorities.

EMERGENCY SERVICE - - - Emergency service between scheduled service dates will be provided At rates in effect at time of service for labor, parts and travel. Travel rates shall apply for travel to Locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost. Additional agreements regarding emergency service are as follows:

LABOR RATES: - - - Straight time: Mon-Fri 8-am - 4:30-pm, Except holidays, is at \$86.00 per hour. Over time: is at \$129.00 per hour Mon-Fri and \$172.00 per hour on Sat and Sun & Holidays.

SERVICING AGENT RESPONSIBILITY: - - - We are on call 24-hours a day. We will, to the best of Our ability responds within (1) hour of emergency call. Insofar as practical, Commander Power System shall maintain a complete service history, and necessary service procedure data for Reference in service of the equipment. It is agreed that the agreement covers only those items as Above outlined and that it does not included any expense to repair damage caused by above, Accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

Commander Power System shall not be responsible for: failure to provide service due to Causes beyond its control including strikes, labor disputes, acts of God, etc. or any consequential Damages.

While periodic service and maintenance should result in maximum availability of generating equip- ment, Commander Power System makes no warranties or quarantines as to availability of Plant or loss of the use of the equipment covered under this agreement.

This agreement is not subject to alteration except as mutually agreed in writing. It may be termi- nated at any time by either party upon thirty (30) days written notice, or other notice as required by Law, addressed to the last known address of the other party, and no claim for damages on account Of such termination shall arise against either party.

Customer _____ ACCEPTED
By: _____ Servicing Agent: Commander Power System
Date: _____ By: Glen Grathwohl _____
Date: _____

This Proposal may be withdrawn by servicing agent if not accepted within thirty days (30).

ADDITIONAL LOAD BANK TEST: Commander Power System. if needed, cans perform a Load Bank Test without shutting down the building, and can give a field report as needed.

If you have any questions pertaining to this agreement, please telephone our office (631)765 - 6400.

Thank you for considering our service.



GENERATOR SERVICE CONTRACT
RIVERHEAD POLICE 105KW

COMMANDER Power System. Is pleased to offer you an annual Service Contract, designed to maintain your emergency generator system. Commander Power System is a full-service dealer of Onan, Kohler, and Winco generators and Switchgear, but offers premium service programs for generators of all makes. Members of Our service program receive the benefit of priority on-call emergency service, around the Clock, 365 days a year.

Upon receipt of signed contract, your contract becomes effective and a schedule of service dates will follow.

The following is a list of services included in this contract:

1. Operate complete electric plant through Automatic Transfer Switch if possible.
2. Check all controls on transfer switch, and Generator.
3. Clean accumulated dust and grease.
4. Check radiator for correct levels of water and anti-freeze.
5. Check crankcase for correct oil level...
6. Check fuel filters.
7. Check fan belts for wear and correct tension.
8. Check water hoses for deterioration.
9. Check battery cables for deterioration.
10. Check batteries; add water if necessary. Correct charge rates as necessary.
11. Check alternator and battery charging system.
12. Check ignition system.
13. Check air cleaner element...
14. Check generator, brushes, commutator, slip rings, and wiring.
15. Check gas regulator, solenoid valve and fittings.
16. Check warning lights.
17. Check exerciser clock, adjust as required.

NOTE: This service agreement covers the work described only, and does not relieve the Owner from periodic maintenance and testing. Commander Power System disclaims Any responsibility for consequential damages to generator or building loads.

This contract covers only material listed. Services requested but not covered under contract Will bill at our out-of-shop rates for labor, travel and parts.

Our service program is two-fold and consists of a series of Minor and Major inspections to Help assure fail-safe start-up and operation. We recommend at least one MINOR and on MAJOR Per year.

PREVENTATIVE MAINTENANCE SCHEDULE - - - Listed services are to be performed at inter -

Vals stated below:

MONTHS: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
 MI MA

The MINOR service includes the above-mentioned services for the sum of: plus sales tax. \$258.00
 Plus sales tax.

Any parts or lubricants necessary will be billed at prevailing rates.

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$475.00 plus sales tax

TAXES - - - Prices do not include Federal, State, or Local Sales, use, property, or excise TAXES. If any such taxes are imposed, Commander Power System will bill them to the customer as A separate item. In lieu of such taxes, the customer shall provide with each order, a tax exemption Certificate, acceptable to the proper taxing authorities.

EMERGENCY SERVICE - - - Emergency service between scheduled service dates will be provided At rates in effect at time of service for labor, parts and travel. Travel rates shall apply for travel to Locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost. Additional agreements regarding emergency service are as follows:

LABOR RATES: - - - Straight time: Mon-Fri 8-am - 4:30-pm, Except holidays, is at \$86.00 per hour. Over time: is at \$129.00 per hour Mon-Fri and \$172.00 per hour on Sat and Sun & Holidays.

SERVICING AGENT RESPONSIBILITY: - - - We are on call 24-hours a day. We will, to the best of Our ability responds within (1) hour of emergency call. Insofar as practical, Commander Power System shall maintain a complete service history, and necessary service procedure data for Reference in service of the equipment. It is agreed that the agreement covers only those items as Above outlined and that it does not included any expense to repair damage caused by above, Accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

Commander Power System shall not be responsible for: failure to provide service due to Causes beyond its control including strikes, labor disputes, acts of God, etc. or any consequential Damages.

While periodic service and maintenance should result in maximum availability of generating equipment, Commander Power System makes no warranties or quarantines as to availability of Plant or loss of the use of the equipment covered under this agreement.

This agreement is not subject to alteration except as mutually agreed in writing. It may be terminated at any time by either party upon thirty (30) days written notice, or other notice as required by Law, addressed to the last known address of the other party, and no claim for damages on account Of such termination shall arise against either party.

GENERATOR SERVICE CONTRACT
RIVERHEAD SENIOR CENTER
100KW

COMMANDER Power System. Is pleased to offer you an annual Service Contract, designed to maintain your emergency generator system. Commander Power System is a full-service dealer of Onan, Kohler, and Winco generators and Switchgear, but offers premium service programs for generators of all makes. Members of Our service program receive the benefit of priority on-call emergency service, around the Clock, 365 days a year.

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6. Check fuel filters.
7. Check fan belts for wear and correct tension.
8. Check water hoses for deterioration.
9. Check battery cables for deterioration.
10. Check batteries; add water if necessary. Correct charge rates as necessary.
11. Check alternator and battery charging system.
12. Check ignition system.
13. Check air cleaner element...
14. Check generator, brushes, commutator, slip rings, and wiring.
15. Check gas regulator, solenoid valve and fittings.
16. Check warning lights.
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Vals stated below:

MONTHS: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
MI MA

The MINOR service includes the above-mentioned services for the sum of: ~~plus sales tax.~~ \$258.00
~~Plus sales tax.~~

Any parts or lubricants necessary will be billed at prevailing rates.

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters, and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$525.00 ~~plus sales tax~~

TAXES - - - Prices do not include Federal, State, or Local Sales, use, property, or excise TAXES. If any such taxes are imposed, Commander Power System will bill them to the customer as A separate item. In lieu of such taxes, the customer shall provide with each order, a tax exemption Certificate, acceptable to the proper taxing authorities.

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ACCEPTED
Customer _____ Servicing Agent: Commander Power System
By: _____ By: Glen Grathwohl
Date: _____ Date _____

This Proposal may be withdrawn by servicing agent if not accepted within thirty days (30).

ADDITIONAL LOAD BANK TEST: Commander Power System. if needed, can perform a Load Bank Test without shutting down the building, and can give a field report as needed.

If you have any questions pertaining to this agreement, please telephone our office (631)765 - 6400.

Thank you for considering our service.



GENERATOR SERVICE CONTRACT
RIVERHEAD AMBULANCE 15KW

COMMANDER Power System. Is pleased to offer you an annual Service Contract, designed to maintain your emergency generator system. Commander Power System is a full-service dealer of Onan, Kohler, and Winco generators and Switchgear, but offers premium service programs for generators of all makes. Members of Our service program receive the benefit of priority on-call emergency service, around the Clock, 365 days a year.

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MONTHS: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
MI MA

The MINOR service includes the above-mentioned services for the sum of: ~~plus sales tax~~ \$258.00
~~Plus sales tax.~~

Any parts or lubricants necessary will be billed at prevailing rates.

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$450.00 ~~plus sales tax~~

TAXES --- Prices do not include Federal, State, or Local Sales, use, property, or excise TAXES. If any such taxes are imposed, Commander Power System will bill them to the customer as A separate item. In lieu of such taxes, the customer shall provide with each order, a tax exemption Certificate, acceptable to the proper taxing authorities.

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LABOR RATES: --- Straight time: Mon-Fri 8-am - 4:30-pm, Except holidays, is at \$86.00 per hour. Over time: is at \$129.00 per hour Mon-Fri and \$172.00 per hour on Sat and Sun & Holidays.

SERVICING AGENT RESPONSIBILITY: --- We are on call 24-hours a day. We will, to the best of Our ability responds within (1) hour of emergency call. Insofar as practical, Commander Power System shall maintain a complete service history, and necessary service procedure data for Reference in service of the equipment. It is agreed that the agreement covers only those items as Above outlined and that it does not included any expense to repair damage caused by above, Accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

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Customer _____ **ACCEPTED** Servicing Agent: Commander Power System
By: _____ **ACCEPTED** By: _____
Date: _____ Glen Grathwohl _____
Date _____

This Proposal may be withdrawn by servicing agent if not accepted within thirty days (30).

ADDITIONAL LOAD BANK TEST: Commander Power System. if needed, can perform a Load Bank Test without shutting down the building, and can give a field report as needed.

If you have any questions pertaining to this agreement, please telephone our office (631)765 - 6400.

Thank you for considering our service.





Eaton Corporation
 (Formerly Powerware)
 8609 Six Forks Road
 Raleigh, NC 27615

CONTRACT 253658 RENEWAL SERVICE AGREEMENT

INVOICE TO: (CUSTOMER)

Company Name: Town of Riverhead
 Street: 552 East Main Street
 City: Riverhead
 State: NY Zip: 11901
 Contact: _____
 PH: _____
 Fax / E-Mail: _____

INSTALL SITE: (CUSTOMER)

Company Name: Town of Riverhead
 Street: 200 Howell Ave
 City: Riverhead,
 State: NY Zip: 11901
 Contact: Ken Testa
 PH: 631-727-3200 ext 279
 Fax / E-Mail: _____

PAYMENT TERM SELECTED: SINGLE YEAR MULTI-YEAR

Start Date: 6/1/09 **End Date: 5/31/10**

PAYMENT CYCLE: ANNUAL MULTI-YEAR PREPAY ARREARS (GOV'T. ONLY) MVS

PURCHASE ORDER NUMBER: _____

Tax Exempt Certification Attached

LIST OF COVERED EQUIPMENT

Item	Product Line	Model	S/N#	Service Choice	CPM	Qty	Total Annual Price	
1	9330	40	EU063AXX07	ProActive	7*24		\$ 4,397.00	
2				Includes (1) Battery PM				
3								
4								
SEE ATTACHED SHEETS: Terms and Conditions, X-1							NET TOTAL*	\$ 4,397.00

This Agreement, together with the terms on the attached sheets made part of this Agreement constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Customer's Purchase Order shall not be binding.

CUSTOMER / PURCHASER

EATON CORPORATION,

Company Name: _____
 Signature: _____
 Date: _____
 Printed Name: _____
 Title: _____
 Fax / E-Mail: _____

Signature: _____
 Date: _____
 Printed Name: _____
 Title: _____
 Fax / E-Mail: _____

OFFICE USE ONLY

QUOTED BY: Garry Luerssen
 Firm Name: Pure Power
 Signature: _____
 Date: 3/19/09
 Phone Number: 631-474-7886 Fax: 631-474-7957

Contract Number: 253658
 Customer Number: _____
 Site Number: _____
 Bill To Number: _____
 Date Processed: _____

COMMENTS:

**Important tax notice: Tax is not included in the above purchase price. In order to comply with tax regulations, sales/use tax will be added and itemized separately when you are invoiced. If you are not liable for this tax, please provide an executed tax exemption or resale certificate with this signed Agreement.*

June 16, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 606

AUTHORIZES THE SUPERVISOR TO EXECUTE RENEWAL AGREEMENTS WITH NEXTIRAONE, LLC, d/b/a BLACK BOX NETWORK SERVICES FOR TELEPHONE MAINTENANCE

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

WHEREAS, the Town of Riverhead Highway Department building and Municipal Garage building require telephone maintenance service on a continuous basis due to the nature of the buildings' activities; and

WHEREAS, NextiraOne, LLC, d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached renewal agreement with NextiraOne, LLC, d/b/a Black Box Network Services for telephone maintenance at the Highway Department building and the Municipal Garage building; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC, d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343; the Town Engineering Department; and the Office of the Town Attorney.

THE VOTE

Wooten	<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
		Cardinale	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		The Resolution	<input checked="" type="checkbox"/> Was <input type="checkbox"/> Was Not		
			Thereupon Duly Declared Adopted		

1. **AGREEMENT.** This Maintenance Services Agreement is between Town of Riverhead / Municipal Garage ("you" or "Customer") and NextiraOne, LLC d/b/a Black Box Network Services and its operating entities (collectively, "Black Box"), and sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and licenses the associated software (collectively, the "System") as described in the attached Customer Inventory Schedule(s). Black Box agrees to furnish such requested maintenance services (hereinafter referred to as "Maintenance" or "Services") for the System. The System and its location(s) (the "Premises") are described in the Order and the Customer Inventory Schedule(s). Customer will be provided Services by NextiraOne, LLC d/b/a Black Box Network Services and/or its applicable subsidiaries and affiliates, with work performed in California by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee by NXO Installation, LLC. This Agreement consists of these terms and conditions, signed order form(s) (individually the "Order" and collectively the "Orders"), a Scope of Work ("SOW") if applicable, Customer Inventory Schedule(s), a Service Plan if applicable, and applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below).

2. **TERM.** The term of this Agreement shall commence on June 1, 2009 (the "Effective Date"), and will continue August 31, 2010 (15) months thereafter (the "Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. ~~If neither Customer nor Black Box provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term or the end of the term of any Order placed hereunder, the Term or the term of such Order will automatically renew for an additional period of one (1) year at Black Box's then current rate(s).~~ DPM

3. **SERVICE FEE.** The price for Services, excluding applicable taxes, is set forth on the Order (the "Service Fee"). The Service Fee, plus all applicable taxes, shipping, handling and other charges, is due annually in advance, unless otherwise agreed in writing by the parties and set forth on the Order. Customer is responsible for and agrees to pay all applicable taxes or provide evidence of its tax exempt status no later than the date of any Order. If sales or use taxes are not invoiced or collected, and it is later determined that sales or use taxes apply, Customer agrees to pay such taxes, with any interest or penalties. All charges are due on receipt of invoice. ~~Service Fees received more than thirty (30) days after billing are subject to a late payment charge the lesser of one and one-half percent (1.5%) for each thirty (30) day period that they remain unpaid or the maximum permitted by law.~~ DPM

4. **SERVICE FEE ADJUSTMENTS.** Black Box may increase the Service Fee for Customer requested additions to or moves of components of the System and additions or changes to the configuration of the System, a component of the System, including any upgrades and new peripheral devices ("Modifications"). Black Box will maintain modifications performed by a party other than Black Box only if Customer's modified system is verified by Black Box at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay Black Box's then current time and materials rates for such verification efforts in the event Black Box agrees to maintain such modifications.

5. **ORDERING PROCEDURES.** Customer shall sign an Order, in the form set forth as Exhibit A, for Maintenance ordered during the Term. Multiple Services may be ordered under one Order. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement.

6. **SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by: (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to Black Box or a defect in the System that is not eligible for Service under the SOW or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in Black Box manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repair(s) to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the

System without Black Box's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the power company or other transmission providers; or (viii) any other service not required to keep the System in good operating condition for normal use. (B) When Black Box determines that the System or any component thereof can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available replacement parts or Software, Black Box shall provide Customer at least thirty (30) days written notice and reserves the right to cancel, in whole or in part, its Service obligations for a System or any component thereof. In the event of such cancellation, Black Box shall provide Customer a prorated refund.

7. **CUSTOMER RESPONSIBILITIES.** Customer will: (i) allow Black Box access to all Customer Premises necessary for the performance of work; (ii) comply with all local codes, including, the National Electrical Code; (iii) authorize Black Box, at Customer's expense, to make service requests upon third parties for System interconnection requirements; (iv) cooperate with Black Box's requests for assistance in testing; (v) be responsible for providing adequate back-up of data and for restoring data to a repaired System; (vi) immediately notify Black Box of any anticipated delay in facility availability; (vii) be responsible for implementation and maintenance of security features for defense of the System against unauthorized intrusion or long distance calling, e.g., toll fraud, and Customer will be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the System; (viii) provide remote access to its equipment for remote diagnostics and in the event that the Customer fails to provide such remote access or demands an immediate dispatch, Black Box may bill Customer a service call fee for any such service calls; (ix) document and report Equipment malfunctions after discovery; and (x) pay, at Black Box's then current time and material rates, for any expenses related to delays resulting from conditions at the Premises.

8. **SOFTWARE LICENSE.** (A) **Direct License.** Customer acknowledges that Customer's Software license is granted directly by the Software publisher or equipment manufacturer from which the Software is provided, and not by Black Box. Customer agrees to be bound by the Software publisher's or equipment manufacturer's Software license agreement attached to the Order. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. (C) Notwithstanding any other provision of this Agreement, Customer's failure to comply with the terms of this Section shall be deemed a material breach and Black Box shall be entitled to immediately terminate this Agreement and all of Customer's rights and privileges to the Software, and to seek injunctive and other equitable relief.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. If Customer breaches this Section, Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.

10. **MAINTENANCE OBLIGATIONS.** Black Box's Maintenance obligations are set forth in this Section, the SOW and/or the Service Plan (if applicable), attached to each Order. Black Box shall respond to System failures, either on-site or remotely, pursuant to the applicable Service Plan. Maintenance, unless otherwise stated in the SOW or applicable Service Plan, shall include furnishing parts and labor necessary to maintain the System in good operating condition in accordance with the manufacturer's specifications for service and maintenance. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new.

11. **LIMITED WARRANTY.** BLACK BOX WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM



DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY BLACK BOX AT BLACK BOX'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLACK BOX DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND TOLL FRAUD OR COMPUTER VIRUSES OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE.

12. LIMITATION OF LIABILITY. (A) IN NO EVENT SHALL BLACK BOX BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF BLACK BOX FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. This limitation applies notwithstanding any failure of essential purpose of such limited remedy. (B) Black Box shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to Black Box's repair of the System or component, or if the System or component cannot be repaired, as determined by Black Box in its sole discretion, replacement with a comparable System or component or a prorated refund.

13. INDEMNIFICATION. Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing.

14. TERMINATION. The non-breaching party may terminate this Agreement and/or any outstanding Order and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; or (iii) Customer either refuses to permit Black Box to perform its obligations under this Agreement, acknowledges its intent to terminate or cancel this Agreement or any Order or terminates or cancels this Agreement or any Order for any reason other than a default by Black Box under this Section. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order placed hereunder, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, in addition to paying Black Box for all costs incurred in providing the Services up to the date of termination, Customer is liable for an amount equal to three (3) times the monthly Service Fee. The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above.

15. CONFIDENTIALITY. During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result

in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

16. FORCE MAJEURE. Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lighting.

17. NOTICES. Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 2800 Post Oak Blvd., Ste. 200, Houston, TX 77056-4311. Customer shall notify Black Box of any changes to its address.

18. GENERAL PROVISIONS. (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior consent. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its choice of laws principles. (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the Services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) applicable product/service addenda; (iii) the Scope of Work; (iv) applicable Service Plan(s); (v) any Order; and (vi) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature to bind the other party. (K) **Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Town of Riverhead / Municipal Garage [CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES

By: _____
Name: _____
Title: _____
Date: _____
Contract Number: 10537688



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 59196
Project Number: CN310818 ~ 09
Customer Name: Town of Riverhead
Site Name: Municipal Garage
Site Number: 10537688
Address: Mechanic Maintenance Facility: 1412 Old Country Road
City, State Zip: Riverhead NY 11901
Contact Name:
Contact Phone:
Billing Address: Mechanic Maintenance Facility: 1412 Old Country Road
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 6/1/2009
Contract End Date: 8/31/2010
Contract Term: 1+
Sales Person Name: Karen Peek / Kim Sanders

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8
Norstar Vc Mail Mod. 2/4	Each	1

BlackBox Service Pricing Summary

Description	Total
Total (Annual)	
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	\$1,553.76
Total (Term) (Includes \$391.63 for 92 extended day/s)	\$1,945.39

Customer Initials _____ Date _____

ORDER FORM



SECTION A: CUSTOMER INFORMATION	
Customer Name ("Customer"): Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services ("Black Box") 5101 Shady Oak Road Minnetonka, MN 55343 (952) 352-4300
State of Incorporation: NY	Billing Address: Mechanic Maintenance Facility: 1412 Old Country Road City: Riverhead State: NY Zip: 11901
Principal Address: Mechanic Maintenance Facility: 1412 Old Country Road City: Riverhead State: NY Zip: 11901	Tax ID No. Tax Exempt Status <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Tax Exempt No. If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.
Customer Purchase Order Number: (if applicable)	The terms of Agreement shall govern this Order. Effective Date of Agreement: 6/1/2009 <input type="checkbox"/> MOA Expiration Date of Agreement: 8/31/2010
Purchase Plan: <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Third Party Lease/Financing by (Must have prior written approval from NextiraOne. Lease/financing company documentation MUST be attached to Order, e.g., Document Receipt Notice, Assignment and Assumption Agreement, etc.)	Date of Order Form is Represented by the Customer Signature Date Set Forth Below

SECTION B: SELECT ALL APPLICABLE PRODUCT/SERVICE OPTIONS	
Select all that apply: <input type="checkbox"/> New Systems <input checked="" type="checkbox"/> Services <input type="checkbox"/> Adds/Upgrade to Existing System	<input type="checkbox"/> Installation Services <input type="checkbox"/> CCAT Services <input type="checkbox"/> Other:

SECTION C: PRODUCT PURCHASE AND INSTALLATION	
System Price (excluding applicable taxes and shipping): * Check box if shipping is included in a Voice System Price: <input type="checkbox"/>	
Payment Terms: (excluding applicable taxes and shipping) Voice: 25% of System Price due at Customer signing 60% of System Price due at Delivery 15% of System Price due at Cutover Other:	Data: 25% of System Price due at Customer signing 60% of System Price due at Delivery* 15% of System Price due at Cutover* Other:
For All Voice Transactions: Anticipated Delivery Date: Anticipated Cutover Date: Final Configuration Date:	For All Data Transactions: Requested On-Site Date:
For drop-ship orders: 20% of System Price due at Customer signing 80% of System Price due at Delivery* Other:	
*Customer will be Invoiced on both the scheduled Delivery date and on either the Cutover date for Voice products/services or the Service completion date for Data products/services, as applicable, with payment due upon receipt of Invoice. Late payments may result in suspension of work and in Installation and/or Cutover delays.	

Customer Initials _____

ORDER FORM



SECTION D: SUPPORT AND MANAGED SERVICES		
Service Fee (excluding applicable taxes):	\$1,945.39	Term of Order: 6/1/2009 - 10/31/2009
CCAT Application Fee (excluding applicable taxes):		
Payment Terms: Service Billing Option for Managed Services and Maintenance (excluding applicable taxes):		
Billing payment schedule (check one): <input checked="" type="checkbox"/> Annually \$1,553.76 <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
<input type="checkbox"/> Pre-paid Billing (Standard) years (per year)		
*Any billing option selected other than annual will incorporate an additional processing fee.		

SECTION E: ATTACHMENTS	
<input type="checkbox"/> Scope of Work (Product & Managed Services)	<input type="checkbox"/> Tax Exemption Certificate
<input checked="" type="checkbox"/> Customer Inventory Schedule(s)	<input type="checkbox"/> Lease/Financing company documentation
<input type="checkbox"/> Software License	<input type="checkbox"/> Other:

SECTION F: SIGNATURES	
Customer: Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

1. **AGREEMENT.** This Maintenance Services Agreement is between Town of Riverhead / Highway Department ("you" or "Customer") and NextiraOne, LLC d/b/a Black Box Network Services and its operating entities (collectively, "Black Box"), and sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and licenses the associated software (collectively, the "System") as described in the attached Customer Inventory Schedule(s). Black Box agrees to furnish such requested maintenance services (hereinafter referred to as "Maintenance" or "Services") for the System. The System and its location(s) (the "Premises") are described in the Order and the Customer Inventory Schedule(s). Customer will be provided Services by NextiraOne, LLC d/b/a Black Box Network Services and/or its applicable subsidiaries and affiliates, with work performed in California by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee by NXO Installation, LLC. This Agreement consists of these terms and conditions, signed order form(s) (individually the "Order" and collectively the "Orders"), a Scope of Work ("SOW") if applicable, Customer Inventory Schedule(s), a Service Plan if applicable, and applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below).

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4. **SERVICE FEE ADJUSTMENTS.** Black Box may increase the Service Fee for Customer requested additions to or moves of components of the System and additions or changes to the configuration of the System, a component of the System, including any upgrades and new peripheral devices ("Modifications"). Black Box will maintain modifications performed by a party other than Black Box only if Customer's modified system is verified by Black Box at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay Black Box's then current time and materials rates for such verification efforts in the event Black Box agrees to maintain such modifications.

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6. **SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by: (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to Black Box or a defect in the System that is not eligible for Service under the SOW or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in Black Box manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repair(s) to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the

System without Black Box's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the power company or other transmission providers; or (viii) any other service not required to keep the System in good operating condition for normal use. (B) When Black Box determines that the System or any component thereof can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available replacement parts or Software, Black Box shall provide Customer at least thirty (30) days written notice and reserves the right to cancel, in whole or in part, its Service obligations for a System or any component thereof. In the event of such cancellation, Black Box shall provide Customer a prorated refund.

7. **CUSTOMER RESPONSIBILITIES.** Customer will: (i) allow Black Box access to all Customer Premises necessary for the performance of work; (ii) comply with all local codes, including, the National Electrical Code; (iii) authorize Black Box, at Customer's expense, to make service requests upon third parties for System interconnection requirements; (iv) cooperate with Black Box's requests for assistance in testing; (v) be responsible for providing adequate back-up of data and for restoring data to a repaired System; (vi) immediately notify Black Box of any anticipated delay in facility availability; (vii) be responsible for implementation and maintenance of security features for defense of the System against unauthorized intrusion or long distance calling, e.g., toll fraud, and Customer will be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the System; (viii) provide remote access to its equipment for remote diagnostics and in the event that the Customer fails to provide such remote access or demands an immediate dispatch, Black Box may bill Customer a service call fee for any such service calls; (ix) document and report Equipment malfunctions after discovery; and (x) pay, at Black Box's then current time and material rates, for any expenses related to delays resulting from conditions at the Premises.

8. **SOFTWARE LICENSE.** (A) **Direct License.** Customer acknowledges that Customer's Software license is granted directly by the Software publisher or equipment manufacturer from which the Software is provided, and not by Black Box. Customer agrees to be bound by the Software publisher's or equipment manufacturer's Software license agreement attached to the Order. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. (C) Notwithstanding any other provision of this Agreement, Customer's failure to comply with the terms of this Section shall be deemed a material breach and Black Box shall be entitled to immediately terminate this Agreement and all of Customer's rights and privileges to the Software, and to seek injunctive and other equitable relief.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. If Customer breaches this Section, Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.

10. **MAINTENANCE OBLIGATIONS.** Black Box's Maintenance obligations are set forth in this Section, the SOW and/or the Service Plan (if applicable), attached to each Order. Black Box shall respond to System failures, either on-site or remotely, pursuant to the applicable Service Plan. Maintenance, unless otherwise stated in the SOW or applicable Service Plan, shall include furnishing parts and labor necessary to maintain the System in good operating condition in accordance with the manufacturer's specifications for service and maintenance. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new.

11. **LIMITED WARRANTY.** BLACK BOX WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM



DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY BLACK BOX AT BLACK BOX'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLACK BOX DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND TOLL FRAUD OR COMPUTER VIRUSES OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE.

12. LIMITATION OF LIABILITY. (A) IN NO EVENT SHALL BLACK BOX BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF BLACK BOX FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. This limitation applies notwithstanding any failure of essential purpose of such limited remedy. (B) Black Box shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to Black Box's repair of the System or component, or if the System or component cannot be repaired, as determined by Black Box in its sole discretion, replacement with a comparable System or component or a prorated refund.

13. INDEMNIFICATION. Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing.

14. TERMINATION. The non-breaching party may terminate this Agreement and/or any outstanding Order and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; or (iii) Customer either refuses to permit Black Box to perform its obligations under this Agreement, acknowledges its intent to terminate or cancel this Agreement or any Order or terminates or cancels this Agreement or any Order for any reason other than a default by Black Box under this Section. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order placed hereunder, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, in addition to paying Black Box for all costs incurred in providing the Services up to the date of termination, Customer is liable for an amount equal to three (3) times the monthly Service Fee. The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above.

15. CONFIDENTIALITY. During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result

in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

16. FORCE MAJEURE. Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lighting.

17. NOTICES. Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 2800 Post Oak Blvd., Ste. 200, Houston, TX 77056-4311. Customer shall notify Black Box of any changes to its address.

18. GENERAL PROVISIONS. (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior consent. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its choice of laws principles. (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the Services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) applicable product/service addenda; (iii) the Scope of Work; (iv) applicable Service Plan(s); (v) any Order; and (vi) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature to bind the other party. (K) **Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Town of Riverhead / Highway Department [CUSTOMER]

By: _____
 Name: _____
 Title: _____
 Date: _____

NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES

By: _____
 Name: _____
 Title: _____
 Date: _____
 Contract Number: 10517548



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 59195
 Project Number: CN290655 ~ 09
 Customer Name: Town of Riverhead
 Site Name: Highway Department
 Site Number: 10517548
 Address: 1177 Osborne Avenue
 City, State Zip: Riverhead NY 11901
 Contact Name:
 Contact Phone:
 Billing Address: 1177 Osborne Avenue
 City, State Zip: Riverhead NY 11901
 System Type: Norstar
 Service:
 Contract Start Date: 6/1/2009
 Contract End Date: 8/31/2010
 Contract Term: 1+
 Sales Person Name: Kim Sanders

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (OX16)	Station	8
Norstar Vc Mail Mod. 2/4	Each	1

BlackBox Service Pricing Summary

Description	Total
Total (Annual)	
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	\$1,553.76
Total (Term) (Includes \$391.63 for 92 extended day/s)	\$1,945.39

Customer Initials _____ Date _____

ORDER FORM



SECTION A: CUSTOMER INFORMATION	
Customer Name ("Customer"): Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services ("Black Box") 5101 Shady Oak Road Minnetonka, MN 55343 (952) 352-4300
State of Incorporation:	
Principal Address: 1177 Osborne Avenue City: Riverhead State: NY Zip: 11901	Billing Address: 1177 Osborne Avenue City: Riverhead State: NY Zip: 11901
Tax ID No. Tax Exempt Status <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Tax Exempt No. If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.	The terms of Agreement shall govern this Order. Effective Date of Agreement: 6/1/2009 <input type="checkbox"/> MOA Expiration Date of Agreement: 8/31/2010
Customer Purchase Order Number: (if applicable)	Date of Order Form is Represented by the Customer Signature Date Set Forth Below
Purchase Plan: <input type="checkbox"/> Cash Purchase <input checked="" type="checkbox"/> Third Party Lease/Financing by (Must have prior written approval from NextiraOne. Lease/financing company documentation MUST be attached to Order, e.g., Document Receipt Notice, Assignment and Assumption Agreement, etc.)	

SECTION B: SELECT ALL APPLICABLE PRODUCT/SERVICE OPTIONS	
Select all that apply:	
<input type="checkbox"/> New Systems	<input type="checkbox"/> Installation Services
<input checked="" type="checkbox"/> Services	<input type="checkbox"/> CCAT Services
<input type="checkbox"/> Adds/Upgrade to Existing System	<input type="checkbox"/> Other:

SECTION C: PRODUCT PURCHASE AND INSTALLATION	
System Price (excluding applicable taxes and shipping): * Check box if shipping is included in a Voice System Price: <input type="checkbox"/>	
Payment Terms: (excluding applicable taxes and shipping) Voice: 25% of System Price due at Customer signing 60% of System Price due at Delivery 15% of System Price due at Cutover Other: For All Voice Transactions: Anticipated Delivery Date: Anticipated Cutover Date: Final Configuration Date:	Data: 25% of System Price due at Customer signing 60% of System Price due at Delivery* 15% of System Price due at Cutover* Other: For All Data Transactions: Requested On-Site Date:
<u>For drop-ship orders:</u> 20% of System Price due at Customer signing 80% of System Price due at Delivery* Other:	
*Customer will be invoiced on both the scheduled Delivery date and on either the Cutover date for Voice products/services or the Service completion date for Data products/services, as applicable, with payment due upon receipt of invoice. Late payments may result in suspension of work and in installation and/or Cutover delays.	

Customer Initials _____

ORDER FORM



SECTION D: SUPPORT AND MANAGED SERVICES		
Service Fee (excluding applicable taxes):	\$1,945.39	Term of Order: 6/1/2009 - 8/31/2010
CCAT Application Fee (excluding applicable taxes):		
Payment Terms: Service Billing Option for Managed Services and Maintenance (excluding applicable taxes):		
Billing payment schedule (check one): <input checked="" type="checkbox"/> Annually \$1,553.76 <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
<input type="checkbox"/> Pre-paid Billing (Standard) years (per year)		
*Any billing option selected other than annual will incorporate an additional processing fee.		

SECTION E: ATTACHMENTS	
<input type="checkbox"/> Scope of Work (Product & Managed Services)	<input type="checkbox"/> Tax Exemption Certificate
<input checked="" type="checkbox"/> Customer Inventory Schedule(s)	<input type="checkbox"/> Lease/Financing company documentation
<input type="checkbox"/> Software License	<input type="checkbox"/> Other:

SECTION F: SIGNATURES	
Customer: Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

June 16, 2009

Adopted

TOWN OF RIVERHEAD

**AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR CALCIUM HYPOCHLORITE TABS
FOR USE BY THE RIVERHEAD WATER DISTRICT**

RESOLUTION #607

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the
attached Notice to Bidders for calcium hypochlorite tabs to be used by the Riverhead Water
District in the June 25, 2009 issue of *The News-Review*.

THE VOTE

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO

**THE RESOLUTION IS IS NOT
DECLARED DULY ADOPTED**

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **CALCIUM HYPOCHLORITE TABLETS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, on **July 10, 2009**, until **11:00 a.m.**

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at **www.riverheadli.com**. Click on "Bid Requests" and follow the instructions.

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation **BIDS FOR CALCIUM HYPOCHLORITE TABLETS –BID RWD-2009-21.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 608

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
SHERIFF'S DEPARTMENT TO ASSIST THE COUNTY IN "OPERATION SHIELD"
EXERCISES**

COUNCILMAN WOOTEN

, offered the following resolution, which was seconded

by COUNCILWOMAN BLASS

WHEREAS, the Suffolk County Sheriff's Department desires assistance in patrolling the waterways in Riverhead regarding law enforcement activity; and

WHEREAS, the Town of Riverhead is desirous of assisting the Suffolk County Sheriff's Department by providing personnel to assist the County in "Operation Shield" exercises conducted under a New York State grant; and

WHEREAS, the Suffolk County Sheriff's Department will provide grant monies not to exceed \$5,112.00 in defraying Town personnel expenses regarding "Operation Shield" exercises.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Sheriff's Department for the purpose of defraying the expenses of the Town's assistance in "Operation Shield" exercises: and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael P. Sharkey, Chief of Staff, Suffolk County Sheriff's Department, 100 Center Drive, Riverhead, NY 11901; Riverhead Town Police Department and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Agreement

This Agreement ("Agreement") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted Sheriff's Office ("**Department**"), located at 100 Center Drive Riverhead, New York 11901; and

Town of Riverhead, a municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to provide personnel to the County to assist the County in "Operation SHIELD" exercises conducted under a New York State grant ("Services"). Sufficient funding exists pursuant to Suffolk County Resolution number 358-2009

Term of Agreement: May 1, 2009 through December 31, 2009.

Total Cost of Agreement: Shall not exceed \$5,112.00, as set forth in Exhibit G, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through G; attached hereto and made a part hereof.

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

Town of Riverhead

County of Suffolk

By: _____
Name: Phil Cardinale
Title: Supervisor
Fed. Tax ID #11-600-1935
Date: _____

By: _____
Deputy County Executive
Date: _____

Phil Cardinale, hereby certifies under penalties of perjury that I am an officer of Town of Riverhead, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Town of Riverhead meets all requirements to qualify for exemption thereunder.

Approved: Office of the Sheriff

By: _____
Name Vincent F. DeMarco
Title Sheriff
Date: _____

Name Phil Cardinale
Supervisor

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Jacqueline Caputi
Assistant County Attorney
Date: _____

List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships
18. Publications and Publicity
19. Copyrights and Patents

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

**Law No. 09-SH-
Operation SHIELD
Name of Contractor**

**Exhibit E
Payment Terms**

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Specific Payment Terms and Conditions

**Exhibit F
Legislative Resolution No.**

**Exhibit G
Budget**

Exhibit A
General Terms and Conditions

1. Contractor Responsibilities

a. The Contractor shall provide the Services, as more particularly described in Exhibit D, entitled "Description of Services."

b. Qualifications

The Contractor specifically represents and warrants that it has and shall continuously possess, and that, its employees, agents, and subcontractors have and shall continuously possess, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform. Additionally, the Contractor has and shall continuously have, and its employees, agents, and subcontractors have and shall continuously have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s), and other approval(s) required by the Federal, State, County, or local authorities for the services provided in accordance with this Agreement.

2. Term and Termination

a. Term

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

c. Termination for Cause

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

d. Termination for Convenience

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

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

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

procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
 - d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
 - e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
 - f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. 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.

9. Non-discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

10. Governing Law

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

11. No Implied Waiver

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

12. Conflicts of Interest

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

b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

13. Cooperation on Claims

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

14. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by Contractor

pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

15. Assignment and Subcontracting

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

16. No Intended Third Party Beneficiaries

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

17. Certification as to Relationships

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.

18. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. Contractor shall not issue press releases or any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement without first obtaining written approval from the Department.

19. Copyrights and Patents

a. Copyrights

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

b. Patents

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

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Operational Notices

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

For the Department:

**By First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Suffolk County Sheriff's Office
Address: 100 Center Drive Riverhead, New York 11901
Att. Deputy Sheriff Sgt. John Andrejack

Tel. No. 631 852-2651

Fax No.

E-mail Address: John.Andrejack@suffolkcountyny.gov

For the Contractor:

**By First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

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

Tel. No.

Fax No.

E-mail Address:

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

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

For the County:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

**Law No. 09-SH-
Operation SHIELD
Name of Contractor**

Suffolk County Sheriff's office
Address 100 Center Drive,
Riverhead, New York 11901
Att. Deputy Sheriff Sgt. John Andrejack

and

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

For Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

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

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D
Description of Services

1. Reports/Progress Meetings

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

- 2.** The Contractor will assist the County in carrying out two New York State funded "Operation SHIELD" exercises by providing personnel for maritime enforcement as detailed in the budget attached as Exhibit G.

End of Text for Exhibit D

**Exhibit E
Payment Terms**

1. General Payment Terms

- a. The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

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

3. Specific Payment Terms and Conditions

a. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by the state and/or federal government(s). In such event, no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by the state and/or federal government. If late submission of claims precludes the County from claiming state or federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of Department, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs. The Contractor's failure to submit, or failure to timely submit, such documentation shall be an Event of Default.

b. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government

agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, by check to the order of the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor shall be an Event of Default.

c. Budget

The Contractor expressly represents and agrees that the Budget, to the extent applicable, lists all personnel and/or all other costs of the Services.

d. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of approved, actual Contractor expenditures made for such purposes, and amounts received and that the total amount to be paid by the County shall not exceed the lesser of (i) approved actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses are less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

e. Salaries

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County. Salary reimbursement shall not include employees' share of FICA and Medicare contributions.

f. Salary Increases

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

End of Text for Exhibit E

**Exhibit F
Legislative Resolution**

**Exhibit G
Budget**

(See Attached)

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 358 -2009, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (OHS) IN THE AMOUNT OF \$45,000 FOR "OPERATION SHIELD" UNDER HOMELAND SECURITY GRANT PROGRAM (HSGP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Office of Homeland Security has awarded Suffolk County Sheriff's Office \$45,000 in funds under the HSGP FY 2009 program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, the HSGP FY2009 will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks; and

WHEREAS, this grant provides funding for two operations, one in July and one in September; the Sheriff's Office will receive 100% grant funding in the amount of \$45,000; and

WHEREAS, the HSGP FY2009 is slated to operate for the period beginning 05/01/2009 to 12/30/2009; and

WHEREAS, said funds have not been included in the 2009 Operating Budget; now, therefore be it

1st RESOLVED, that the County Executive and Sheriff are authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds; and be it further

2nd RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$45,000 as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
4330 - Homeland Security Operation Shield	\$45,000

APPROPRIATION: Suffolk County Sheriff's Office
Homeland Security Operation Shield
001-SHF-3160

1000- Personal Services	<u>\$12,717</u>
1120-Overtime Salaries	\$12,717

4000 Sub Contractor	<u>\$32,283</u>
4980-	\$32,283

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

amended 3/10/09

**2009 PROPOSED
BUDGET LAW
ENFORCEMENT**

AGENCY	RANK	O/T	# ASSIGNED	DAYS	SALARY + FRINGE	TOTAL EXPENSE
RIVERHEAD	SGT	24	1	3	\$84.00	\$3,360.00*
	PO	24	1	3	\$73.00	\$1,752.00
EAST HAMPTON	SENIOR HARBOR MASTER	48	2	3	\$44.08	\$2,821.12*
	HARBOR MASTER	48	2	3	\$44.08	\$2,115.84
QUOGUE	SGT	16	2	4	\$107.00	\$3,424.00*
	PO	28	3	6	\$87.00	\$2,436.00
TOWN OF SOUTHAMPTON	SENIOR BAY CONSTABLE	32	1	4	\$48.60	\$2,332.80*
BAY CONSTABLE	BAY CONSTABLE	32	1	4	\$42.03	\$1,344.96
SOUTHOLD	SENIOR BAY CONSTABLE	32	1	4	\$52.50	\$2,520.00*
TOWN BAY CONSTABLE	BAY CONSTABLE	64	2	4	\$45.00	\$2,880.00
SCSO MARINE PATROL	D/S SGT	84	1	4	\$76.66	\$6,338.08*
	D/S	96	2	4	\$66.45	\$6,379.20
SAG HARBOR HARBOR MASTER	SENIOR HARBOR MASTER	80	1	6	\$39.00	\$3,744.00*
SHELTER ISLAND	HARBOR MASTER	80	1	6	\$30.00	\$2,400.00
BAY CONSTABLE	BAY CONSTABLE	32	2	2	\$24.00	\$1,152.00*
NEW YORK STATE DEC POLICE	LT	0	1	6	\$0.00	\$0.00
	PO	0	3	6	\$0.00	\$0.00
NEW YORK STATE POLICE	TROOPER	0	1	2	\$0.00	\$0.00
UNITED STATES COAST GUARD	OFFICERS	0	4	6	\$0.00	\$0.00
TOTAL						\$45,000.00

* Includes administrative time for operational planning and final reporting.

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, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

Exempt

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. 11-600-193-5

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.)

N/A

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).

N/A

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. **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: _____
 Printed Name of Signer:
 Title of Signer:
 Name of Contractor/Vendor:

Signed: _____
 Phil. Cardinale
 Supervisor
 Town of Riverhead

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
 (Within New York State)

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

On the ____ day of _____ in the year 2008 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)

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

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

To Be Completed By Applicant/ Employer/Contractor

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

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

- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

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

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

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

Section I

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.69 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.17 (\$10.50 for child-care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

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

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

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

Section II

The *Living Wage Law* does not apply to this contract for the following reason(s):
Grant compensation will not exceed \$50,000.

Check if applicable

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of compensation: \$5,112.00
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: (631) 727-3200, x216

Description of project or service: Maritime law enforcement focusing on foreign flagged vessels.

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
Phil Cardinale, Supervisor
Print Name and Title of Authorized Representative

Date _____

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

Check if
Applicable

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 to the goods and/or services that are the subject of the contract with the County of Suffolk 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)

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 I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

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 as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- 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.

Section II

Check if
Applicable

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

Contractor will not receive more than \$50,000 in County funds. _____

Suffolk County, New York
Department of Labor

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of Assistance: \$5,112.00
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: (631) 727-3200, x216

Description of project or service: Maritime law enforcement focusing on foreign flagged vessels.

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

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

Phil Cardinale, Supervisor

Date

Print Name and Title of Authorized Representative

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
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: Town of Riverhead

- 1) **ADDRESS:** 200 Howell Avenue
Riverhead, New York 11901
- 2) **NOT-FOR-PROFIT:** YES NO (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)
- 3) **VENDOR #:** _____ 4) ****CONTRACT ID:** _____
(If known) (If known)
- 5) **CONTACT:** Daniel P. McCormick 6) **TELEPHONE #:** (631) 727-3200, 605
Deputy Town Attorney
- 7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** 5/1/09-12/31/09
- 8) **AMOUNT OF CONTRACT OR EXTENSION:** \$5,112.00
- 9) **BRIEF DESCRIPTION OF PROJECT OR SERVICE** Maritime law enforcement focusing on foreign flagged vessels.

SUBCONTRACTOR: _____

- 1) **ADDRESS:** _____
- 2) **VENDOR#:** _____ 3) **TELEPHONE #:** _____
- 4) **CONTACT:** _____
- 5) **DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:** _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

June 16, 2009

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 609

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

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

		<u>FROM</u>	<u>TO</u>
001.031200.549000	Miscellaneous	21,500	
001.031200.524900	Miscellaneous – Equipment		21,500

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

Tabled

June 16 2009

TOWN OF RIVERHEAD

Resolution # 610

RESOLUTION TO AUTHORIZE THE SUBMISSION OF A PROPOSITION FOR THE DETERMINATION TO FUND OR TRANSFER THE PUBLIC SAFETY DISPATCH FUNCTION

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

WHEREAS, the Town of Riverhead, faced with financial constraints affecting many similarly situated towns and villages in the current economy, investigated and obtained information that Riverhead residents are taxed by both the Town of Riverhead and County of Suffolk for services related to public safety dispatch function. The Town of Riverhead gave serious consideration to the costs and services performed by the Town and County for the function of public safety dispatch, taxation by the County of Suffolk for funding for Police Headquarters and Communications Division which includes public safety dispatch function and collection of a surcharge on 911 emergency calls through E911 (Enhanced 911) for telecommunications infrastructure and routing of calls throughout the County, cost effectiveness of transfer of public dispatch function to the County, and economic effect on the residents of the Town of Riverhead; and

WHEREAS, the Town Board, by Resolution # 1036 adopted on November 20, 2008, authorized the transfer of function of the Public Safety Dispatchers from the Town of Riverhead to the County of Suffolk to be effective June 30, 2009; and

WHEREAS, in contemplation of and in conjunction with the transfer of function of the Public Safety Dispatchers, the Town Board modified and approved a budget that removed salaries and expenses related to the public safety dispatch functions; and

WHEREAS, after adoption of Resolution #1036 to the present, the Town Board has continued to receive comments for and against the transfer of function, and comments identifying issues related to costs to the taxpayer to retain the services, costs related to the transfer of function and benefits that may be associated with the performance of the function by individuals and departments familiar with the local geography and citizenry; and

WHEREAS, pursuant to §33-a of the Municipal Home Rule Law and Town Law §81, on May 5, 2009, the Town Board adopted Resolution #450 which rescinded the
C:/Documents and Settings/TATTY3.TOR/Local Settings/Temporary Internet Files/Content. Outlook/PJ3OFBA/final ballot Public Safety Dispatch Function.doc

authority to transfer the safety dispatch function and directed that a proposition be placed on the ballot to afford all residents of the Town of Riverhead an opportunity to determine to fund through the collection of tax dollars the public safety dispatchers as a function of the Town of Riverhead or transfer the function to the County of Suffolk;

WHEREAS, Resolution #450 adopted on May 5, 2009 was not noticed pursuant to the direction of the Town Board; and

WHEREAS, the Town Board seeks to cure the above, present the referendum issue in a clear and concise manner, and direct the Town Clerk to publish notice of this resolution pursuant to requirements for permissive referendum; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds Resolution #1036 and agrees to fund the function of public safety dispatch function until vote on a public referendum at the next general election, said referendum to determine if the Town shall transfer the safety dispatch function to the County of Suffolk or continue to fund through the collection of tax dollars the public safety dispatchers as a function of the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to publish and post the attached Notice and Abstract pursuant to the requirements of Town Law §90 for permissive referendum and that the Town Clerk be directed to forward a copy of this resolution together with the Notice and Abstract to the Suffolk County Board of Elections.

NOTICE IS HEREBY GIVEN that at a regular meeting held on June 16, 2009, the Town Board of the Town of Riverhead duly adopted a resolution, an abstract of which follows, which resolution was made subject to a permissive referendum pursuant to the provisions of Town Law and Municipal Home Rule Law:

Abstract:

Town of Riverhead, faced with financial constraints, investigated and obtained information that Riverhead residents are taxed by the Town of Riverhead and County of Suffolk for services related to the safety dispatch function.. The Town of Riverhead gave serious consideration to the costs and services performed by the Town and County for the function of public safety dispatch function; taxation of all Suffolk County residents, including residents of the Town of Riverhead, by the County of Suffolk for Police Headquarters Divisions which includes the Communications Division ; E911 (Enhanced 911) surcharge collected by the County of Suffolk which is used in part to finance the telecommunications infrastructure to route emergency calls throughout the County of Suffolk . Thereafter, the Town authorized the transfer of function of the Public Safety Dispatchers from the Town of Riverhead to the County of Suffolk to be effective June 30, 2009. Accordingly, the Town modified and approved a budget that removed salaries and expenses related to the public safety dispatch functions. The transfer of function resulted in public comments in favor of and in opposition to the transfer of function such that pursuant to §33-a of the Municipal Home Rule Law and Town Law §81, on May 5, 2009, the Town Board adopted Resolution #450 which rescinded the authority to transfer the safety dispatch function and directed that a proposition be placed on the ballot to afford all residents of the

Town of Riverhead the opportunity to determine whether to fund, through the collection of tax dollars, the public safety dispatchers as a function of the Town of Riverhead or transfer the function to the County of Suffolk.

The resolution directs that a proposition is placed on the November 3, 2009 ballot which states as follows:

**PUBLIC REFERENDUM TO DETERMINE TO FUND OR TRANSFER THE
PUBLIC SAFETY DISPATCH FUNCTION**

“Should the Town of Riverhead transfer the safety dispatch function to the County of Suffolk?”

If this referendum is approved, the Town of Riverhead will transfer the Safety Dispatch Function to the County of Suffolk. If this referendum is not approved, the Town of Riverhead would add the sum of approximately \$950,000.00 to the 2010 Town budget and succeeding budgets, through the collection of taxes from Riverhead residents to retain the Safety Dispatch Function.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

WITHDRAWN

June 16, 2009

TOWN OF RIVERHEAD

Resolution # 611

**ADOPTS A LOCAL LAW AMENDING CHAPTER 101
ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN WOOTEN 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 amending Chapter 101 entitled "Vehicles and Traffic", §101-3 entitled "Stop and yield intersections; railroad crossings; parking fields" of the Riverhead Town Code ; and

WHEREAS, a public hearing was held on the on the 2nd day of June, 2009 at 2:05 o'clock p.m. at the Town of Riverhead, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 101 entitled "Vehicles and Traffic", §101-3 entitled "Stop and yield intersections; railroad crossings; parking fields" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that 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.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED 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 and Traffic", §101-3 entitled "Stop and yield intersections; railroad crossings; parking fields" of the Riverhead Town Code at its regular meeting held on June 16, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations**

§ 101-3. Stop and yield intersections; railroad crossings; parking fields.

Intersection	Stop Sign on	Entrance From
<u>Riverside Drive approximately 1270 linear feet from Route 25</u>	<u>Riverside Drive</u>	<u>North</u>
<u>Riverside Drive approximately 4000 linear feet from CR 105</u>	<u>Riverside Drive</u>	<u>East</u>

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

Dated: Riverhead, New York
June 16, 2009

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

DIANE M. WILHELM, Town Clerk

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 612

**ADOPTS A LOCAL LAW AMENDING CHAPTER 18 ENTITLED
"CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE**

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 18 entitled "Code of Ethics", §18-10 entitled "Annual financial disclosure and conflict statement" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 2nd day of June, 2009 at 2:10 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 amending Chapter 18 entitled "Code of Ethics", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that 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.

WOOTEN YES NO
DUNLEAVY YES NO BLASS YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED 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 18 entitled "Code of Ethics", §18-10 entitled "Annual financial disclosure and conflict statement" of the Riverhead Town Code at its regular meeting held on June 16, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 18
CODE OF ETHICS**

§18-10. Annual financial disclosure and conflict statement

A. Town officers and employees required to file an annual financial and conflict disclosure statement. All elected officials, all Town department heads, Planning Board members, Zoning Board of Appeals members, Architectural Review Board members, Conservation Advisory Council members, Deputy Town Supervisor, Town Attorney, Deputy Town Attorneys, persons who are certified as Code Enforcement Officials as provided by Title 19 of the New York Code of Rules and Regulations Part 434, Building Inspectors, the Ethics Board, the Industrial Development Agency, the Farmland Preservation Committee, the Open Space/Park Preserve Committee, Accessory Apartment Review Board, and certain Town officers and employees and members of appointed boards and committees, as determined by the Town Board by resolution, are required to file a signed annual financial disclosure and conflict statement, which must be signed by the individual Town officer or employee.

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

Dated: Riverhead, New York
June 16, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

June 16, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 613

SUPPORTS THE RECOMMENDATIONS OF THE EAST END TRANSPORTATION COUNCIL FOR A NORTH FORK TRANSIT CONCEPT

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

WHEREAS, the East End Transportation Council, (EETC) was formed by the East End Supervisors and Mayors Association in 1996 to address regional transportation issues; and

WHEREAS, the East End Supervisors and Mayors Association authorized the undertakings of the Sustainable East End Development Strategies (SEEDS) initiative to focus on land use and transportation issues; and

WHEREAS, there was general public consensus to pursue a transportation scenario which involved a coordinated intermodal hub system; and

WHEREAS, in 2006, the Town of Riverhead supported the submissions of an application to NYSDOS for shared municipal services incentive grant by the Town of Southampton, acting as lead agency, to fund transportation related planning and assessment activities; and

WHEREAS, in April, 2007, the Town of Riverhead, together with ten other East End municipalities signed a Memorandum of Understanding agreement to jointly pursue long-term solutions to transportation related issues which included evaluating a coordinated regional rail-bus network; and

WHEREAS, the Volpe National Transportation Systems Center study of public transportation options for the East End commenced with the establishment of the Technical Advisory Group (TAG); and

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

WHEREAS, over the past 18 months the EETC and the TAG to the Volpe Center have been working collectively; and

WHEREAS, by April, 2009, two transportation scenarios had been developed, the initial Coordinated Rail-Bus Network, (Alternative 1), and a second Flexible Transit Network, (Alternative Two), and were presented at a transportation summit held at Suffolk County Community College; and

WHEREAS, many participants at the forum felt that the original scenario based on a coordinated rail-bus network would best serve the transit needs of the East End; and

WHEREAS, representatives of the Towns of Riverhead and Southold are not convinced that this scenario best meets the needs of the North Fork and have identified several elements which should be included in a North Fork Transit Concept, as more fully described in the attached memorandum.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead together with the Town of Southold hereby endorse the recommendations as contained in the attached memorandum and direct that same be forwarded to VOLPE to be integrated into the findings of the final document; and

BE IT FURTHER RESOLVED, that a copy of the resolution be forwarded to Town Clerk of the Town of Southold, and Thomas Neely, Executive Director of Transportation Commission, Town of Southampton.

Blass

To: Riverhead and Southold Town Boards
From: Barbara Blass and Tom Wickham
Date: June 8, 2009
Re: East End Transit Proposals

Over the past 18 months the East End Transportation Council, (EETC) and the Technical Advisory Group, (TAG) to the Volpe Center have been working on an integrated rail-bus transit proposal for the all five east end towns. Volpe presented two alternative models at a transportation summit held at SCCC/Riverhead on April 17th. Many participants at that forum felt that the original proposal based on a coordinated rail-bus network, which features intensive use of rail and a hub-and-spoke arrangement from the hubs, would best serve the transit needs of the east end.

It is not clear, however, that this model meets the unique and particular needs of the towns of Riverhead and Southold.

Our towns have extensive tracts of preserved land with relatively small hamlets outside of downtown Riverhead. This spatial layout results in different ridership patterns and demands outside of the hub area. The rail network as described in Alternative One is not well suited to meeting the needs of our residents in those areas. Accordingly, and with this underlying rationale, representatives of the two towns met on June 8th to review the report and its conclusions regarding the North Fork and offer the following for your consideration:

- We need a transit service concept specific to the needs of the North Fork for reasons above stated and do not support the original alternative which appeared to meet with approval at the forum;
- We believe the North Fork Transit Concept or model should be based on significant enhancements of the skeletal services currently provided by LIRR and SC Bus;

- While the North Fork Transit Concept should take off from existing LIRR and Suffolk County programs, we cannot expect those two entities to adequately address our unique needs. A new management entity will be required to provide the necessary focus on east end transit issues and priorities;
- A North Fork Transit Concept as we envision it would be largely met by the concepts contained in Alternative Two in the Volpe study. Inherent in this alternative is the flexibility necessary to address the North Fork's unique needs and at a cost substantially less than Alternative One;
- Alternative Two provides the best approach to attracting ridership and changing the attitude of our constituents to favor public transit which is key to a viable and sustainable transit system;
- Alternative Two provides for an incremental approach to transit improvements as funding becomes available and as ridership demands increase. This scenario is preferable to "building beyond our needs" and is consistent with our adopted land use plans. Future enhancements should, however, include increased connectivity with points farther west.

If the two Town Boards concur with these conclusions, we will ask that they be integrated into the findings of the Volpe study.

June 16, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION #614

RESOLUTION APPROVING THE SITE PLAN OF EAST END WIRELESS

COUNCILMAN DUNLEAVY offered the following resolutions, which was seconded by

COUNCILMAN WOOTEN.

WHEREAS, a site plan was submitted by East End Wireless, to construct a 131' above ground level (agl) wireless communication monopole, equipment cabinets and other improvements on property leased from the Town of Riverhead upon real property located at Middle Country Road (adjacent to the F-14 Memorial Site) in Calverton, New York, known and designated as Suffolk County Tax Map Number 0600-135-1-7; and

WHEREAS, the site plan petition was referred to the Suffolk County Planning Commission; such commission stated it was a matter of local determination;

WHEREAS, the Planning Department has reviewed the site and elevation plans prepared by Infinigy, dated revised June 1, 2009, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved with conditions;

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

WHEREAS, the applicant has submitted a portion of the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead, the submitted portion of the fee has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. I 27602; and

WHEREAS, the Riverhead Town Board has reviewed the site plan aforementioned,

NOW THEREFORE BE IT RESOLVED, that in the matter of the site plan application of East End Wireless, the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be an Unlisted action pursuant to 6NYCRR Part 617 without significant adverse impacts upon either the natural or social environment and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER RESOLVED, that the site and elevation plans prepared by Infinigy, dated revised June 1, 2009, for the construction a 131' above ground level (agl) wireless communication monopole, equipment cabinets and other improvements on

property leased from the Town of Riverhead, is hereby approved by the Town Board with the following conditions:

1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the Riverhead Town Code shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;
4. That the applicant is familiar with the Riverhead Town Code, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
7. That all new utilities shall be constructed underground;
8. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
9. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
10. The applicant must satisfy all requirements of the New York State Building Code;
11. That pursuant to Section 108-133(I) of the Code of the Town of Riverhead, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing permit, demolition permit or building permit, shall

post a letter of credit in an amount equaling one hundred percent (100%) of the site improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing permit, demolition permit or building permit shall not be issued until the Town Clerk certifies that the letter of credit has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the clearing or building permit or any renewal thereof. The applicant shall request a security estimate from the Planning Department;

12. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in section 108-131E of the Code of the Town of Riverhead;
13. That no Demolition Permit or Building Permit shall issue prior to the following:
 - (i) The submission of mylars revised to depict a reconfigured turn around spur for the permanent access similar to the Planning Department sketch included with the June 3, 2009 memorandum;
 - (ii) The written descriptions of the metes and bounds of the proposed easements must be approved in a form acceptable to the Town Attorney;
 - (iii) The submission of a mylar of the site plan which includes a Town Board Certification box, on each page of the plans, in a format approved by the Planning Department
 - (iv) The mylar shall not exceed the standard D size drawing (24" x 36")
 - (v) The applicant must submit the additional \$1,357 fee required for site plan review;
 - (vi) That certification of clean title to the satisfaction of the Town Attorney is submitted; and be it further
 - (vii) The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long Island FIPS 3104 (feet) coordinate system.
14. In furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until all required conditions of site plan have been implemented and the applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E.

15. Prior to issuance of a Certificate of Occupancy, a post construction analysis of the wireless facility shall be submitted certifying that the approved installation conforms to the approved plans and design

RESOLVED, that the Clerk for the Town Board is hereby authorized to forward a certified copy of this resolution to East End Wireless, 99 W. Main Street, E. Islip, NY 11730; Infinigy Engineering, PLLC., 300 Great Oaks Blvd., Suite 312, Albany, NY 12203; Lawrence Re, 36 N. New York Ave., Huntington, NY 11743; the Riverhead Planning Department; the Riverhead Building Department; the Community Development Agency, the Town Attorney; the Town Clerk; the Town Assessor; the Town Engineer; the Chief Fire Marshal; the Water District Superintendent; the Sewer District Superintendent; and the Town's Consulting Engineer.

THE VOTE

DUNLEAVY YES NO WOOTEN YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

June 16, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 615

AWARDS BID FOR TENNIS COURT RENOVATIONS

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Tennis Court Renovations; and

WHEREAS, two (2) bids were received, opened and read aloud on the 28th day of May, 2009 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Tennis Court Renovation project be and is hereby awarded to All Island in the amount of Two Hundred Nine Thousand Four Hundred Seventy Nine & 03/100 (\$209,479.03); and

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to execute and agreement for the Tennis Court Renovations; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Assistant Town Engineer to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$209,479.03; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to All Island, 200 Central Avenue, Farmingdale, NY 11735, Christine Fetten, P.E., Ray Coyne, Recreation Superintendent, Purchasing Department and the Office of Accounting.

THE VOTE

Blass Yes No
Dunleavy Yes No
Wooten Yes No
Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.



Office of the Town Clerk

Diane M. Wilhelm

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

TO: Supervisor Cardinale; Councilpersons Blass, Dunleavy, Wooten, Purchasing
Dept. - Mary Ann Tague, Ray Coyne

FROM: Julie O'Neill, Deputy Town Clerk

DATE: May 28, 2009

RE: Open Bid Report for Tennis Court Renovations

Two bids were received and opened on Thursday, May 28, 2009 at 11:00 a.m.:

All Island
Robert Drucker
200 Central Avenue
Farmingdale NY 11735

\$209,479.03

CAC Contracting
Cheryl Corazzini
PO Box 48
Mattituck NY 11952

\$239,557.68

Bid Item No.	Unit of Measure	Description	Unit Price	Extended Total
1	12,000 SF	All Weather Multi Game Court Surface System - Stozky Park Tennis Courts for <u>Six dollars and twenty six cents/SF</u> Dollars Cents	6 26	75,120 00
2	13,200 SF	All Weather Multi Game Court Surface System - Bayberry Park Tennis Courts for <u>Six dollars and twenty six cents/SF</u> Dollars Cents	6 26	82,632 00
3	13,068 SF	All Weather Multi Game Court Surface System - South Jamesport Beach Tennis Courts for <u>Six dollars and twenty six cents/SF</u> Dollars Cents	6 26	81,805 68
TOTAL BID (written in words)				
TOTAL BID \$ <u>239,557.68</u>				
for <u>Two hundred thirty nine thousand five hundred fifty seven dollars and six cents</u>				

NOTES:

1. The estimated quantities as indicated in the proposal form are for bidding purposes only. The Town shall not be responsible and/or guarantee these quantities and may use less or more as required during the Contract.
2. In case of any discrepancy between the price in words and that in figures, the price in words shall be considered the price bid.
3. All bidders should perform site visits prior to bidding to familiarize themselves with site conditions.
4. The Town will not consider requests for compensation for extra work resulting from the contractor not familiarizing themselves with the site conditions.

TOWN OF RIVERHEAD TENNIS COURT RENOVATIONS-BID SHEET

Bid Item No.	Unit of Measure	Description	Unit Price	Extended Total
1	12,000 SF	All Weather Multi Game Court Surface System - Sizoky Park Tennis Courts for <u>Five and Forty Seven, Four SF</u> Dollars Cents	5,474	65,688 00
2	13,200 SF	All Weather Multi Game Court Surface System - Bayberry Park Tennis Courts for <u>Five and Forty Seven, Four SF</u> Dollars Cents	5,474	72,256 80
3	13,068 SF	All Weather Multi Game Court Surface System - South Jamesport Beach Tennis Courts for <u>Five and Forty Seven, Four SF</u> Dollars Cents	5,474	71,534 23

TOTAL BID \$ 209,479.03

TOTAL BID (written in words)

for Two Hundred nine Thousand Four Hundred Seventy nine and 03/100
Dollars Cents

NOTES:

1. The estimated quantities as indicated in the proposal form are for bidding purposes only. The Town shall not be responsible and/or guarantee these quantities and may use less or more as required during the Contract.
2. In case of any discrepancy between the price in words and that in figures, the price in words shall be considered the price bid.
3. All bidders should perform site visits prior to bidding to familiarize themselves with site conditions.
4. The Town will not consider requests for compensation for extra work resulting from the contractor not familiarizing themselves with the site conditions.

6/16/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 616

AWARDS BID ON SPAULDING 130 GALLON CRACK SEALER OR EQUAL

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

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on a Spaulding 130 Gallon Crack Sealer or Equal for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 26th of May at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, two bids were received,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the Spaulding Crack Sealer or Equal be and is hereby awarded to Crafcoc Inc., 420 N. Roosevelt Ave., Chandler, AZ 85226 in the amount of \$27,745.61 including additional options, and

BE IT FURTHER RESOLVED, that 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.

DUNLEAVY YES NO BUCKLEY YES NO
BLASS YES NO WOOTEN YES NO
CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Highway Dept.



Office of the Town Clerk
Diane M. Wilhelm

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

TO: Supervisor Cardinale; Councilpersons Blass, Dunleavy, Wooten, Purchasing Dept. - Mary Ann Tague, George Woodson

FROM: Julie O'Neill, Deputy Town Clerk

DATE: May 26, 2009

RE: Open Bid Report for Spaulding 130 Gallon Crack Sealer or Equal

Two bids were received and opened on Tuesday, May 26, 2009 at 11:00 a.m.:

Crafco, Inc.
420 N Roosevelt Avenue
Chandler AZ 85226
(602) 476-0406

Base price \$27,300.00
See attached for options &
Specification details

Trius, Inc.
458 Johnson Avenue
Bohemia NY 11716
(631) 244-8600

Base price \$46,326.00
See attached for options &
specification details

JUNE 16, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 617

AWARDS BID FOR PAINT

offered the following resolution, COUNCILMAN DUNLEAVY

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for PAINT for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:00 am on May 8, 2009, 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 PAINT for the Town of Riverhead be and hereby is, awarded to RIVERHEAD BUILDING SUPPLY for prices on the attached pages;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to RIVERHEAD BUILDING SUPPLY and the Purchasing Department.

THE VOTE

Wooten Yes No

Dunleavy

Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

RBS

ALL ITEMS ARE "OR EQUAL"**BID SPECIFICATIONS FOR PAINT**

PLEASE READ CAREFULLY

ITEM	DESCRIPTION	PRICE
PAINT PRODUCTS		
1	ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103	23.85 /GAL
2	OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110	53.55 /GAL
3	EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096	28.25 /GAL
4	ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS-BM 110	53.55 /GAL
5	ROYAL ONE COAT CEILING WHITE-BM 258	12.29 /GAL
6	ROYAL ONE COAT INTERIOR LATEX - ASST. COLORS- BM 215	17.34 /GAL
7	ROYAL LATEX SEMI-GLOSS - ASST. COLORS- BM 333	28.29 /GAL
8	ROYAL ALKYD SEMI-GLOSS - ASST. COLORS- BM-207	23.18 /GAL
9	INTERIOR VINYL LATEX - FLAT- BM 275	15.15 /GAL
10	INTERIOR VINLY LATEX - GLOSS- BM 276	19.97 /GAL
11	EXTERIOR VINYL LATEX - FLAT- BM-171	22.05 /GAL
12	EXTERIOR VINYL LATEX - SEMI-GLOSS- BM -170	24.97 /GAL
13	EXTERIOR VINYL LATEX - GLOSS- BM M 28	24.45 /GAL
14	MASONRY ENAMEL - GLOSS- BM M22	27.37 /GAL
15	PORCH & DECK ENAMEL- BM 112	19.97 /GAL
16	EXTERIOR WOOD STAIN OLYMPIC	25.29 /GAL
17	WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR	17.59 /GAL
18	FIELD MARKING PAINT, LLATEX (5 GAL. CONTAINER)	35.07 /5 GAL
19	AUTOMOTIVE PAINT (OMAHA ORANGE)	NO BID
RUSTOLEUM PRODUCTS		
20	SPRAY - ASST. COLORS (SPECIFY OZ./ CAN 11.5) 5 STAR	5.57 /11 OZ
21	RUSTY METAL PRIMER RUST X	31.83 /GAL
22	NEW METAL PRIMER	31.83 /GAL
23	RUSTOLEUM - ASST. COLORS	32.47 /GAL
WOOD PRESERVATIVE PRODUCTS		
24	C-W-F CLEAR	17.84 /GAL
25	THOMPSON'S WATER SEAL - CLEAR	16.57 /GAL
26	WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE	16.27 /GAL
27	THOMPSON WATER SEAL - SOLID COLORS	18.69 /GAL
28	THOMPSON WATER SEAL - SEMI-GLOSS	16.44 /GAL
29	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES	10.77 /QT

RBS

30	MINWAX INTERIOR GLOSS POLYURETHANE	13.17 / QT
31	MINWAX INTERIOR SATIN POLYURETHANE	13.17 / QT
32	MINWAX EXTERIOR GLOSS POLYURETHANE	40.53 / GAL
33	MINWAX EXTERIOR SATIN POLYURETHANE	40.53 / GAL
34	VARATHANE GLOSS WATER BASE	56.69 / GAL
35	VARATHANE SATIN WATER BASE	60.89 / GAL
36	VARATHANE GLOSS OIL BASE	46.87 / GAL
37	VARATHANE SATIN OIL BASE	47.35 / GAL
38	PITTSBURGH SPEEDHIDE EGGSHELL 5 GALLON CANS (OR EQUAL)	75.00 / 5 GAL
	PITTSBURGH SPEEDHIDE EGGSHELL 1 GALLON CANS (OR EQUAL)	15.31 / GAL
39	PITTSBURGH SPEEDHIDE SEMI GLOSS 5 GALLON CANS (OR EQUAL)	75.00 / 5 GAL
	PITTSBURGH SPEEDHIDE SEMI GLOSS 1 GALLON CAN (OR EQUAL)	15.31 / GAL

BID ACCEPTANCE SHEET

DELIVERY

Delivery is to be made within 2 DAYS after receipt of an order via purchase order.

All equipment delivered shall be delivered "on the ground" at the delivery point designated on the purchase order.

MANUFACTURER

The manufacturer of the paint we bid on is PITTSBURGH.

I.E. - Benjamin Moore, Pittsburgh Paints, etc.

Failure to provide us with the quality of paint you are bidding may result in disqualification.

THESE BID PRICES SHALL STAY IN EFFECT FOR ONE YEAR AFTER DATE OF

AWARD

160561658.01

43219-2-41

Adopted

**BOND RESOLUTION
(EFFECTIVE IMMEDIATELY)**

618

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 16th day of June, 2009, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

BOND RESOLUTION DATED JUNE 16, 2009.

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A LOT FOR PARKING PURPOSES, IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$325,000, AND AUTHORIZING THE ISSUANCE OF \$325,000 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 an unlisted Action, which has been determined to have no significant effect on the environment, 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 acquisition of a parcel of land for parking purposes, located at 209 East Avenue, in and for the Town of Riverhead, Suffolk County, New York, at a maximum estimated cost of \$315,000, and construction of improvements necessary for parking and incidental expenses in connection therewith, including but not limited to demolition of existing building thereon, at a maximum estimated cost of \$10,000, are hereby determined to be in the public interest and are hereby authorized at an aggregate maximum estimated cost of \$325,000.

Section 2. The plan for the financing of the aforesaid aggregate maximum estimated cost is by the issuance of \$325,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law, allocated as described in Section 1 hereof.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose of land acquisition is thirty years, pursuant to subdivision 21(a) of paragraph a of Section 11.00 of the Local Finance Law, and the period of probable usefulness of the construction thereon of a new parking lot, including demolition and other necessary expenses, is ten years pursuant to subdivision 20(f) of paragraph a of Section 1.00 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. To the extent not paid from monies of the Riverhead Parking Improvement District, 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. This resolution shall take effect immediately and 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.

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

_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on June 16, 2009, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Riverhead, Suffolk County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Riverhead, New York,
June 16, 2009.

Diane M. Wilhelm
Town Clerk

Resolution #_____

BOND RESOLUTION DATED JUNE 16, 2009.

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A FOR PARKING PURPOSES, IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$325,000, AND AUTHORIZING THE ISSUANCE OF \$325,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

Objects or purposes:	Acquisition of land at 209 East Avenue for parking purposes (\$315,000), and demolition of existing building and construction of lot (\$10,000)
Period of probable usefulness:	acquisition of land - 30 years; demolition of building and construction of lot – 10 years
Aggregate maximum estimated cost:	\$325,000
Amount of obligations to be issued:	\$325,000 bonds
SEQRA status:	Unlisted Action. Negative/Declaration. SEQRA materials on file in office of Town Clerk where they may be inspected during regular office hours.

Adopted

RESOLUTION # 619 ABSTRACT #09-23 June 11, 2009 (TBM 06/16/09)				
Councilman Dunleavy offered the following Resolution which was seconded by Councilman Wooten.				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		133,342.90	133,342.90
POLICE ATHLETIC LEAGUE	4		840.97	840.97
RECREATION PROGRAM FUND	6		1,866.50	1,866.50
CHILD CARE CENTER BUILDING FUN	9		49.21	49.21
ECONOMIC DEVELOPMENT ZONE FUND	30		84.85	84.85
HIGHWAY FUND	111		13,226.42	13,226.42
WATER DISTRICT	112		437,690.86	437,690.86
RIVERHEAD SEWER DISTRICT	114		77,642.76	77,642.76
REFUSE & GARBAGE COLLECTION DI	115		346,662.38	346,662.38
STREET LIGHTING DISTRICT	116		30,407.43	30,407.43
PUBLIC PARKING DISTRICT	117		1,594.48	1,594.48
BUSINESS IMPROVEMENT DISTRICT	118		63.07	63.07
AMBULANCE DISTRICT	120		6,451.78	6,451.78
EAST CREEK DOCKING FACILITY FU	122		620.00	620.00
CALVERTON SEWER DISTRICT	124		660.07	660.07
RIVERHEAD SCAVANGER WASTE DIST	128		38,376.96	38,376.96
RISK RETENTION FUND	175		23,494.40	23,494.40
CDBG CONSORTIUM ACOUNT	181		79.71	79.71
RESTORE GRANT PROGRAM	184		2,800.00	2,800.00
GENERAL FUND DEBT SERVICE	384		227,723.15	227,723.15
COMMUNITY DEVELOPMENT AGENCY C	405		882.49	882.49
TOWN HALL CAPITAL PROJECTS	406		25,319.08	25,319.08
WATER DISTRICT CAPITAL PROJECT	412		2,094.46	2,094.46
RIVERHEAD SEWER CAPITAL PROJEC	414		23,107.75	23,107.75
CALVERTON SEWER CAPITAL PROJEC	424		10,354.22	10,354.22
SCAVENGER WASTE CAPITAL PROJEC	428		61.01	61.01
TRUST & AGENCY	735		8,011,941.93	8,011,941.93
CALVERTON PARK - C.D.A.	914		24.61	24.61
TOTAL ALL FUNDS			9,417,463.45	9,417,463.45

THE VOTE
 Buckley yes no Wooten yes no
 Dunleavy yes no Blass yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

RESOLUTION # 619 ABSTRACT #09-22 June 3, 2009 (TBM 06/16/09)				
Councilman Dunleavy offered the following Resolution which was seconded by Councilman Wooten				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		838,818.70	838,818.70
RECREATION PROGRAM FUND	6		1,922.81	1,922.81
CHILD CARE CENTER BUILDING FUN	9		158.10	158.10
ECONOMIC DEVELOPMENT ZONE FUND	30		3,157.32	3,157.32
HIGHWAY FUND	111		110,744.79	110,744.79
WATER DISTRICT	112		45,952.58	45,952.58
RIVERHEAD SEWER DISTRICT	114		29,830.00	29,830.00
REFUSE & GARBAGE COLLECTION DI	115		6,468.55	6,468.55
STREET LIGHTING DISTRICT	116		5,921.22	5,921.22
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
AMBULANCE DISTRICT	120		250.00	250.00
EAST CREEK DOCKING FACILITY FU	122		135.36	135.36
CALVERTON SEWER DISTRICT	124		810.63	810.63
RIVERHEAD SCAVANGER WASTE DIST	128		9,999.99	9,999.99
WORKERS' COMPENSATION FUND	173		4,080.88	4,080.88
RISK RETENTION FUND	175		7,632.99	7,632.99
CDBG CONSORTIUM ACOUNT	181		761.50	761.50
TOWN HALL CAPITAL PROJECTS	406		119,093.30	119,093.30
SENIORS HELP SENIORS CAP PROJE	453		3,120.74	3,120.74
TRUST & AGENCY	735		17,436,430.03	17,436,430.03
COMMUNITY PRESERVATION FUND	737		1,715.97	1,715.97
TOTAL ALL FUNDS			18,627,055.41	18,627,055.41

6/16/09

TOWN OF RIVERHEAD

Adopted

Resolution # 620

**ACCEPTS IRREVOCABLE LETTER OF CREDIT OF
RUGBY RECREATIONAL GROUP, LLC
(SUBDIVISION ENTITLED "BAITING HOLLOW CLUB")**

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

WHEREAS, by Resolution #50 adopted on July 8, 2008, the Riverhead Planning Board conditionally approved the final plat entitled, "Baiting Hollow Club", having one of the conditions of final approval being the submission and filing of a performance bond in the amount of \$1,215,000.00, in connection with improvements to be completed within said subdivision; and

WHEREAS, by Resolution #6 adopted on January 8, 2009, the Riverhead Planning Board approved the reduction of the performance bond to the amount of \$750,000.00; and

WHEREAS, Rugby Recreational Group, LLC has submitted Bank of Smithtown Irrevocable Letter of Credit #100421 in the amount of \$750,000.00 in connection with improvements to be completed within said subdivision; and

WHEREAS, said Irrevocable Standby Letter of Credit is found to be acceptable in connection with the subdivision entitled "Baiting Hollow Club".

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the aforementioned Bank of Smithtown Irrevocable Letter of Credit in connection with this subdivision; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to William Esseks, Esq., Esseks, Hefter and Angel, 108 East Main Street, P.O. Box 279, Riverhead, New York, 11901 and John Raynor, P.E., L.S., P.C., P.O. Box 720, Water Mill, New York, 11976, Attn: Vincent Gaudiello, P.E.; and be it further

RESOLVED, that 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

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Therefore Duly Adopted