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Adopted

TOWN OF RIVERHEAD
Resolution # 893

**AUTHORIZES THE RELEASE OF SECURITY OF
JARAL RIVERHEAD CORP.
(Holiday Inn Express)**

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

WHEREAS, Jaral Riverhead Corp. posted Berkley Regional Insurance Company Performance/Labor and Material Bond #0122445 in the amount of Twenty Eight Thousand Dollars (\$28,000.00) representing the 100% site plan security in connection with Riverhead Planning Board Resolution #21, dated March 6, 2008, for the construction of a 20 ft. by 40 ft. swimming pool, a 78 sq. ft. pool equipment building and related improvements upon real property located at 1707 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-119-1-9.4, 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 resulting in the issuance of Certificate of Occupancy #22945 and the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned security in the sum of \$28,000.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jaral Riverhead Corp., 585 Stewart Avenue, Suite 546, Garden City, NY, 11530; 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD**Resolution # 894****AUTHORIZATION TO DISCARD INFORMATION & TECHNOLOGIES FIXED ASSETS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

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

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program,

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

<u>Tag #</u>	<u>Description</u>	<u>Tag #</u>	<u>Description</u>
25151	PIX 515E	25630	Radio Equip
25153	PIX 515E	22900	Radio Equip
26321	PIX 515E	22896	Radio Equip
25387	PIX 515E	24786	PC
25329	PIX 515E	24779	PC
28842	ASA5505	24798	PC
28840	ASA5505	24789	speaker
28844	ASA5505	24791	speaker
28838	ASA5505	24790	speaker
28836	ASA5505	24787	KB
22053	WS C2802	24788	Mouse
23325	Cisco 2503	26172	UDS170 Printer
23326	Cisco 2503	28587	Comm Rack
23327	Cisco 2503	23323	Transceiver
25682	Cisco 2503	24749	Transceiver
23328	Cisco 2503	23321	Transceiver
1028	Cabinet	28887	Hard Drive
6089	Cabinet	25588	Cisco 2500
22897	Radio Equip	26311	PIX 515E

25629	Radio Equip	24745	PIX 515E
23213	Hub	24343	Modem
21706	Hub	25263	Modem
22236	Hub	25268	Modem
22237	Hub	26761	UDS131
25149	Hub	25269	Modem
22238	Hub	25261	Modem
23419	Hub	23604	Modem
23333	Hub	25261	Modem
21452	Hub	25262	Modem
23192	Hub	25264	Modem
22967	Hub	26303	Modem
22879	Hub		
23191	Hub		
27484	Monitor		

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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 895

AUTHORIZATION TO DISCARD FIXED ASSETS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

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

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

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program,

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

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Seniors	28218	Folding Chair
Seniors	28259	Folding Chair
Seniors	25009	Folding Chair
Seniors	26210	Folding Chair
Seniors	24217	Folding Chair
Seniors	28207	Folding Chair
Fire Marshal	27586	MSA Self Contained breathing apparatuses
Fire Marshal	27573	MSA Self Contained breathing apparatuses

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 896

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
LRP CONSTRUCTION CORP.
(JP Morgan Chase Bank)**

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

WHEREAS, LRP Construction Corp. posted HSBC Official Check #103137981 in the amount of Five Thousand Dollars (\$5,000.00) in connection with Riverhead Planning Board Resolution #92, dated October 2, 2008, for the addition of a drive through and a stop sign installation on the northeast corner of the building upon real property located on the north side of Old Country Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-101-2-11.1, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements, and Certificate of Occupancy #23110 has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned security in the sum of Five Thousand Dollars (\$5,000.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to LRP Construction Corp., 28 Northern Blvd., Room 202, Great Neck, NY 11021; 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
Thereupon Duly Declared Adopted

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 897

RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HALLOCKVILLE INC.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, on August 18, 2009, Hallockville Inc. submitted a Chapter 90 Application for the purpose of conducting a Fall Festival and Craft Show to be held at the Hallockville Museum, 6038 Sound Avenue, Riverhead, New York, on Saturday, October 3, 2009 and Sunday, October 4, 2009, between the hours of 10:00 a.m. and 5:00 p.m.; and

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

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

NOW THEREFORE BE IT RESOLVED, that the 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 Hallockville Inc. for the purpose of conducting a Fall Festival and Craft Show to be held at the Hallockville Museum, 6038 Sound Avenue, Riverhead, New York, on Saturday, October 3, 2009 and Sunday, October 4, 2009, between the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Hallockville Inc, 6038 Sound Avenue, 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 898

APPOINTS A CALL-IN ASSISTANT RECREATION LEADER

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, a call-in Assistant Recreation Leader is needed by the Riverhead Town Recreation Department for various Recreation programs and activities,

NOW THEREFORE BE IT RESOLVED, that effective November 6, 2009, this Town Board hereby appoints Jessica Rachubka to the position of call-in Assistant Recreation Leader, Level II at the hourly rate of \$11.55; and

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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 899

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, due to safety concerns for all Riverhead residents and all visitors to the Town of Riverhead, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit along Middle Road to 30 mph; and

WHEREAS, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned street is warranted,

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study, 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
thereupon duly declared adopted.

TOWN OF RIVERHEAD

Resolution # 900

RESCINDS RESOLUTION NO. 861 ADOPTED AT THE SEPTEMBER 15, 2009 TOWN BOARD MEETING ENTITLED "AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PICKUP & REMOVAL OF YARD WASTE DEBRIS FROM YOUNGS AVENUE YARD WASTE COLLECTION FACILITY" AND AUTHORIZES NEW PUBLICATION

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

WHEREAS, the Town Board adopted resolution no. 861 on September 15, 2009 to publish an advertisement in the September 17, 2009 issue of the News Review and;

WHEREAS, said resolution contained inaccurate information with regard to the date of published advertisement;

NOW, THEREFORE BE IT RESOLVED, that resolution no. 861 adopted at the September 15, 2009 Town Board meeting is hereby rescinded; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish this resolution once in the October 15, 2009 issue of the News-Review, issue correct authorization to publish as attached, 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the PICKUP AND REMOVAL OF YARD WASTE DEBRIS FROM YOUNGS AVENUE YARD WASTE COLLECTION FACILITY will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on NOVEMBER 9, 2009.

Bid packets, including Specifications, may be obtained on line at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m...

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 to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR PICKUP AND REMOVAL OF YARD WASTE DEBRIS.

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

DIANE M. WILHELM, Town Clerk

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 901

**ACCEPTS 100% SECURITY OF NEW YORK SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, Verizon Wireless posted cash security (Check #2434) in the sum of Five Thousand Dollars (\$5,000.00) representing the 100% site plan security in connection with Riverhead Planning Board Resolution #66 dated July 2, 2009 for the installation of a public utility wireless communication facility to be installed on the existing Town of Riverhead Water Tower at No # Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-84-1-8, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the cash security in the sum of Five Thousand Dollars (\$5,000.00) issued to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to Amato & Associates, P.C. as Attorney for Verizon Wireless, 666 Old Country Road, 9th Floor, Garden City, NY, 11530; 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

Resolution # 902

RESCINDS RESOLUTION NO. 874 ADOPTED AT THE SEPTEMBER 15, 2009 TOWN BOARD MEETING ENTITLED "AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR ON SITE YARD WASTE DEBRIS GRINDING - YARD WASTE COLLECTION FACILITY" AND AUTHORIZES NEW PUBLICATION

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board adopted resolution no. 874 on September 15, 2009 to publish an advertisement in the September 17, 2009 issue of the News Review and;

WHEREAS, said resolution contained inaccurate information with regard to the date of published advertisement;

NOW, THEREFORE BE IT RESOLVED, that resolution no. 874 adopted at the September 15, 2009 Town Board meeting is hereby rescinded; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish this resolution once in the October 15, 2009 issue of the News-Review, and issue correct authorization to publish as attached, 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the ON SITE YARD WASTE DEBRIS GRINDING AT THE YOUNGS AVENUE YARD WASTE COLLECTION FACILITY will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on NOVEMBER 9, 2009.

Bid packets, including Specifications, may be obtained on line at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m...

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 to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR ON SITE YARD WASTE DEBRIS GRINDING.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 903

RATIFIES THE APPOINTMENT OF A CALL-IN CLERK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Clerk is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective September 16, 2009, this Town Board hereby appoints Jessica Rachubka to the position of Call-In Clerk, at the hourly rate of \$13.00 and

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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 904

APPOINTS A CALL-IN RECREATION AIDE

Councilman Wooten offered the following resolution,
which was seconded by Councilwoman Blass

WHEREAS, a call-in Recreation Aide is needed by the Riverhead Town Recreation Department for various Recreation programs and activities,

NOW THEREFORE BE IT RESOLVED, that effective October 9th, 2009, this Town Board hereby appoints Jessica Rachubka to the position of call-in Recreation Aide, at the hourly rate of \$7.50 and

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 905

RATIFIES THE APPOINTMENT OF A CALL-IN PARK ATTENDANT II

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a call-in Park Attendant II is needed by the Riverhead Town Recreation Department for various Recreation programs and activities,

NOW THEREFORE BE IT RESOLVED, that effective September 22, 2009, this Town Board hereby appoints Jessica Rachubka to the position of call-in Park Attendant II, Level II at the hourly rate of \$9.75 and

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
Thereupon Duly Declared Adopted

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution #906

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 45 ENTITLED
“ALARM SYSTEMS” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 45 entitled “Alarm Systems” of the Riverhead Town Code to be posted on the sign board of the Town; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:10 o'clock p.m. to consider a local law amending Chapter 45 entitled "Alarm Systems" of the Riverhead Town Code as follows:

**CHAPTER 45
RESIDENTIAL ALARM SYSTEMS**

§ 45-1. Purpose.

The purpose of this chapter is to establish standards and controls for the various ~~nonresidential~~ residential types of fire, intrusion, holdup and other emergency signals from fire and police alarm services that require Fire Department or police responses, investigation or safeguarding of property at the location of an event reported by a signal which is transmitted by telephone or radio to the Police or Fire Department from a central station as hereinafter defined.

§ 45-2. Definitions.

For the purpose of this chapter, the following definitions shall apply:

FIRE DEPARTMENTS -- Buildings owned and personnel employed by the fire districts of Riverhead, Jamesport, and Wading River, and Manorville and their respective protection areas.

§ 45-3. Permit required.

A. Any residential property owner or residential lessee of property in the Town of Riverhead having on his/her/its premises a fire or police alarm device, or system of fire or police alarm devices, shall apply to the Town Clerk for a permit to own or otherwise operate such device on his/her/its premises. The applicant for a permit shall provide specifications relating to the device or system of devices installed or to be installed on the premises. No such device shall be operated or installed on the premises of the owner or lessee after the effective date of this chapter without first obtaining a permit under this chapter. No such device shall be modified after the effective date of this chapter without first having obtained an amended permit under this chapter. Such permit shall be valid for a period of one year from issuance and must be renewed upon expiration. There shall be no fee regarding application for or issuance of a permit pursuant to this section.

B. Residential ~~P~~ property owners or residential lessees shall have six months from the effective date of this chapter to obtain a permit.

~~§ 45-4. Permit fees.~~

~~Owner or lessee permit fees shall be as follows:~~

~~A. Initial permit: \$25.~~

~~B. Amended permit: \$10.~~

~~C. Renewal permit: \$10.~~

~~§ 45-5~~ 4. Intentional false alarms.

It shall be a violation of this chapter to intentionally cause a false emergency alarm, and any person who does cause a false emergency alarm shall be subject to the penalty provisions hereof.

~~§ 45-6~~ 5. Charges for false alarms.

A. Any residential owner or residential lessee of property having a fire or police alarm device or system ~~of fire or police alarm devices~~ on his/her or its premises on the effective date of this chapter shall pay to the Town a charge for each and every false emergency alarm to which the Fire or Police Department responds, in each calendar year, as follows:

(1) First and second false emergency alarm each calendar year: no charge.

(2) Third and all subsequent false emergency alarm each calendar year: \$100 per occurrence.

B. The Police Department shall maintain a record of all false emergency alarms and charges and submit the same to the Town Clerk on a monthly basis. The ~~Town Clerk~~ Police Department shall then send an invoice via certified mail, return receipt requested, for applicable emergency alarm charges to the alarm permit holder of record. Upon receipt of said invoice, the alarm permit holder shall remit a payment to the Town Clerk for the charges due.

C. ~~Renewal permits, or n~~New initial permits at the same location, shall not be issued until such time as all charges for false emergency alarms have been satisfied.

D. Ramifications of failure to pay false emergency alarm charges:

(1) Any owner, permit holder or lessee of property who fails to remit payment to the Town Clerk regarding a charge for a false fire alarm or false police alarm within 30 days of receipt of the invoice for such charge and/or fails to challenge the false alarm determination shall subject the owner of the property to an assessment in an amount equal to the amount of the unpaid invoice against said property upon which the false alarm device is located. Such assessment shall be and constitute a lien

upon the property. Police Department personnel shall file a certificate identifying the amount of the invoice together with a statement identifying the subject property and owner of the subject property with the Receiver of Taxes and the Board of Assessors within 15 days of expiration of the above specified payment period who shall, in preparation of the next assessment roll, assess such amount upon such property. Such amount shall be included in the levy against such property, shall constitute a lien and shall be collected and enforced in the same manner, by the same proceedings, at the same time and under the same penalties as is provided by law for the collection and enforcement of real property taxes in the Town of Riverhead.

(2) Any owner, permit holder or lessee that is subjected to a charge for a false fire alarm or false police alarm may challenge the determination by notifying the Riverhead Town Police Department in writing, via certified mail, return receipt requested, within 30 days of receipt of the invoice charging the owner, permit holder or lessee with a false fire alarm or false police alarm.

(3) The Riverhead Town Police Department shall notify the Town Attorney's Office of all determination challenges within 5 days of receipt. The Town Attorney's Office shall thereafter notify the Town Board which shall thereafter conduct a hearing or designate another party to conduct said hearing. The challenging party shall be given at least 15 days notice of the scheduled hearing date.

(4) Upon the hearing, the Police Department shall have the burden of proving, by substantial evidence, the falsity of the alarm activation. In the event the Police Department proves, by substantial evidence, the falsity of the alarm activation, the owner, permit holder or lessee shall have 30 days to pay the false alarm charge upon receipt of the determination via certified mail, return receipt requested, from the Police Department. Failure to pay the invoice in a timely manner shall subject the property owner to an assessment as addressed herein. In the event the Police Department fails to prove the falsity of the alarm activation, no charges shall be due and owing.

§ 45-7 6. Duties and responsibilities.

It shall be the duty of every residential owner or residential lessee of property having an alarm installation, device or system on such premises to maintain the alarm installation, device or system in good working order and condition. The residential owner or residential lessee shall be responsible for all malfunctions of the alarm installation, device or system.

§ 45-8 7. Severability.

If any part or parts of this chapter are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The Town Board hereby declares that it would have passed the local law enacting this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that

any one or more sections, subsections, sentences, clauses or phrases might be declared invalid.

§ 45-9 8. Penalties for offenses.

Any person, firm or corporation who ~~or which does not pay any charge or fee established in this chapter or who or which~~ violates any provision of this chapter except §45-5 shall be subject to a fine not in excess of \$250 for each offense. A separate offense shall be deemed committed upon each day during which a violation occurs or is committed.

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

Dated: Riverhead, New York
October 6, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution #907

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 64 ENTITLED
"FIRE PREVENTION" OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 64 entitled "Fire Prevention" of the Riverhead Town Code to be posted on the sign board of the Town; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:15 o'clock p.m. to consider a local law amending Chapter 64 entitled "Fire Prevention" of the Riverhead Town Code as follows:

**CHAPTER 64
FIRE PREVENTION**

§ 64-7 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

FALSE EMERGENCY ALARM -- Any signal activated by an emergency alarm to which the Fire or Police Department responds which is not the result of a fire, holdup, robbery or other crime or emergency.

§64-23. False fire and police alarms/charges.

A. No person or persons shall willfully or designedly make or raise a false cry of fire or cause a false fire or police alarm to be sounded.

B. Any commercial or industrial property owner or commercial or industrial lessee of property having a fire or police alarm device or system on his/her or its premises on the effective date of this chapter shall pay to the Town a charge for each and every false emergency alarm to which the Fire or Police Department responds, in each calendar year, as follows:

(1) First and second false emergency alarm each calendar year: no charge.

(2) Third and all subsequent false emergency alarm each calendar year: \$100 per occurrence.

C. The Police Department shall maintain a record of all false emergency alarms and charges and provide a copy of same to the Town Clerk on a monthly basis. The Police Department shall then send an invoice via certified mail, return receipt requested, for applicable emergency false alarm charges to the alarm permit holder of record. Upon receipt of said invoice, the alarm permit holder shall remit a payment to the Town Clerk for the charges due.

D. New initial permits at the same location shall not be issued until such time as all charges for false emergency alarms have been satisfied.

E. Ramifications of failure to pay false emergency alarm charges:

(1) Any owner, permit holder or lessee of property who fails to remit payment to the Town Clerk regarding a charge for a false fire alarm or false police alarm within 30 days of receipt of the invoice for such charge and/or fails to challenge the false alarm determination shall subject the owner of the property to an assessment in an amount equal to the amount of the unpaid invoice against said property upon which the false alarm device is located. Such assessment

shall be and constitute a lien upon the property. Police Department personnel shall file a certificate identifying the amount of the invoice together with a statement identifying the subject property and owner of the subject property with the Receiver of Taxes and the Board of Assessors within 15 days of expiration of the above specified payment period who shall, in preparation of the next assessment roll, assess such amount upon such property. Such amount shall be included in the levy against such property, shall constitute a lien and shall be collected and enforced in the same manner, by the same proceedings, at the same time and under the same penalties as is provided by law for the collection and enforcement of real property taxes in the Town of Riverhead.

(2) Any owner, permit holder or lessee that is subjected to a charge for a false fire alarm or false police alarm may challenge the determination by notifying the Riverhead Town Police Department in writing, via certified mail, return receipt requested, within 30 days of receipt of the invoice charging the owner, permit holder or lessee with a false fire alarm or false police alarm.

(3) The Riverhead Town Police Department shall notify the Town Attorney's Office of all determination challenges within 5 days of receipt. The Town Attorney's Office shall thereafter notify the Town Board which shall thereafter conduct a hearing or designate another party to conduct said hearing. The challenging party shall be given at least 15 days notice of the scheduled hearing date.

(4) Upon the hearing, the Police Department shall have the burden of proving, by substantial evidence, the falsity of the alarm activation. In the event the Police Department proves, by substantial evidence, the falsity of the alarm activation, the owner, permit holder or lessee shall have 30 days to pay the false alarm charge upon receipt of the determination via certified mail, return receipt requested, from the Police Department. Failure to pay the invoice in a timely manner shall subject the property owner to an assessment as addressed herein. In the event the Police Department fails to prove the falsity of the alarm activation, no charges shall be due and owing.

§64-72. Penalties for offenses; notice of violation

A. Any person commercial or industrial property owner or commercial or industrial lessee of property who shall violate any of the provisions of this chapter except §64-23 (B), (C), (D) or (E) or fail to comply with the provisions thereof, or who shall violate or fail to comply with any order made thereunder, shall be guilty of a misdemeanor, punishable by a fine of not less than \$250 nor more than \$2,500 or by imprisonment for not more than 15 days, or by both such fine and imprisonment.

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

Dated: Riverhead, New York
October 6, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, Town Clerk

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 908

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN
AGREEMENT WITH ABL COMPUTING, INC.**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead has requested the services of ABL Computing, Inc. for the purposes of providing computer services to the Town Attorney's Office; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with ABL Computing, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to ABL Computing, Inc., P.O. Box 931, Riverhead, New York 11901, the Town Attorney and the Office of Accounting; 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
Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the day of 2009 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York, 11901, and ABL COMPUTING, INC. (hereinafter "ABL"), a professional corporation existing under the laws of the State of New York, with a principal place of business at 312 Roanoke Avenue, Riverhead, New York 11901.

WITNESSETH:

WHEREAS, the Town has requested the services of ABL for the purposes of providing computer services to the Town Attorney's office.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town hereby retains the services of ABL for the purposes of providing computer services to the Town Attorney's office.

2. Compensation for service

As compensation for such services, the Town will pay \$7200.00 for design and installation of a separate server for the Town Attorney's office which server shall be secure from the Town Hall network and from the public. The Town shall pay for all components of said system.

The Town will pay ABL the sum of \$850.00 per month up for maintenance of the system exclusive of parts and materials to the satisfaction of the Town Board and the Financial Administrator of the Town. The monthly maintenance fee shall include 4 hours of labor per. Additional labor shall be billed at 85.00 per hour. However, in no event shall the cost of maintenance exceed \$12,600.00 Dollars per year unless the Town and ABL COMPUTING, LLC shall otherwise agree in writing as set forth herein.

ABL shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall ABL perform any additional services without the prior written agreement of the Town Board. ABL shall complete its obligations hereunder no later than sixty days from the date hereof unless the Town and ABL shall agree otherwise in writing. ABL shall supply

information regarding services they have performed as may be requested from time to time by the Town.

ABL shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to ABL unless the schedule is extended for reasons beyond the control of ABL, including extra agency review or other unanticipated events.

3 Term of Agreement

The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town. All work hereunder shall be completed within sixty (60) days of the commencement of this agreement.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, ABL shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

ABL will perform its service hereunder in a timely manner. ABL shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

ABL shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to ABL by the Town.

ABL shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by ABL of probable costs and detailed cost projections represent ABL'S judgment with respect thereto. It is recognized, however, that

ABL has no control over actual site conditions or the cost of materials or equipment. Accordingly, ABL cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A. However, ABL will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that ABL liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. ABL understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. ABL agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. ABL agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. ABL shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

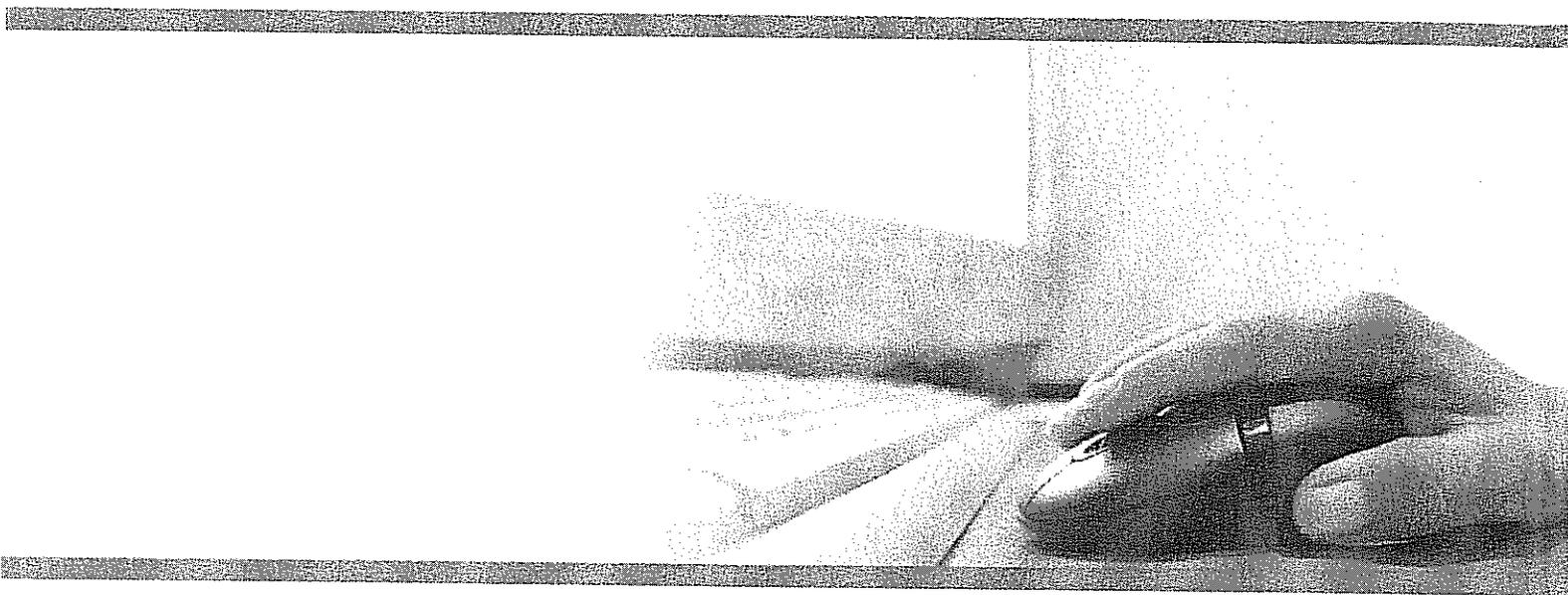
TOWN OF RIVERHEAD

ABL COMPUTING, INC.

By: _____
Phil Cardinale, Supervisor

By: _____

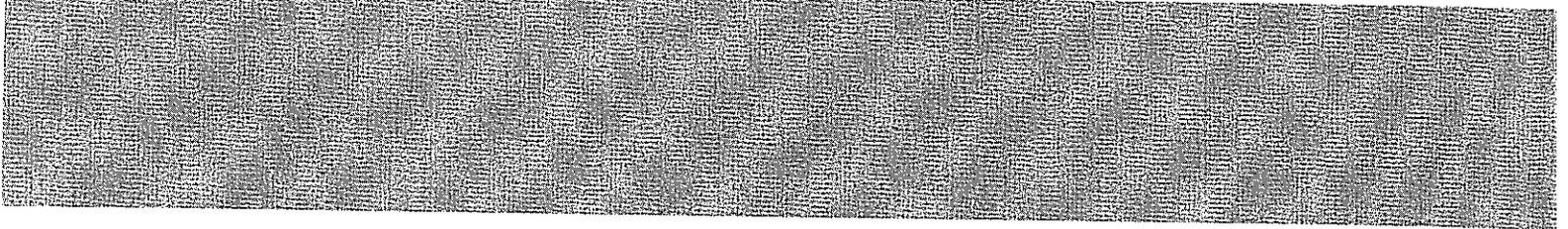
EXHIBIT A



Managed Services

Proposal

Proposal name: Managed Services Solution Proposal
Proposal created for: The Town of Riverhead Attorney's office
Contact name: Dawn Thomas
Contact information: thomas@riverheadli.com
Date: July 29, 2009



Parts of proposal:

I. Town Attorney's office separation

II. Town Attorney's office system maintenance

Overview, Attorneys Office

General Issues and Requests

Client requests:

1. Client has requested a replacement server be installed and configured separated from the Town Main server
2. Client has requested a working backup solution.
3. Encryption of Email

Proposed Solution

I. Town Attorney's office separation

Based on the findings of the business, technical and workflow assessments, ABL Computing Inc. recommends an initial replacement of server and stabilization project, followed by ongoing management of Town of Riverhead Attorney's office technology systems under our Proactive IT Management solution.

Solution Details

Initial project:

Solution to be Implemented	
Install and configure Firewall	Use Tor ASA5510 configured with vlan
Install and configure new server	Set up domain on Dell PE2900
Install and configure Switch	Configure town repurposed switch Cisco model ??/
Implementation of a remote data backup solution	using Dell power edge RD 1000 onsite and offsite using 448 blowfish encrypted
Implementation of backup system	remote 7 day a week with 5 revisions onsite is to be determined
Installation of Rack	mount everything in the Rack

Solution to be Implemented	
Implementation of manageable, uninterruptible power solution	Town to provide UPS
Implementation of email encryption services for transmission of private information (will require 3 rd party solution)	Needs to be clarified
Make trust relationship between Tor server and Atty office	In coordination with town It Dept
Configure workstations to connect to new server	separate subnet own IP addresses and Group policy for network shares
Migrate data to new server	Transferring word, excel ,PDF
Set up security	new user logons and passwords

Project Timeline

The time line is dependent on the lead time for the hardware orders. We will leave time in our schedule based on the preliminary ship dates of the hardware.

Ongoing Solution: II. Town Attorney's office system maintenance

Feature Bundle	Description	Supported Devices, Device Types or Users	Issue(s) Addressed	Benefits
Backup Foundation	A managed backup and recovery plan to ensure your server data is properly protected	Server using Dell power edge RD 1000 onsite and offsite using 448 blowfish encrypted		Ensures exposure to data loss or extended service interruption is eliminated

Feature Bundle	Description	Supported Devices, Device Types or Users	Issue(s) Addressed	Benefits
PC Care and Maintenance	Ongoing preventative maintenance of your PCs to make them reliable and secure	All workstations and users listed below		Increased security, system stability and compliance
Absolute Security	Encryption, digital rights, intrusion prevention, antivirus management, firewall management and a hardened environment	All users Firewall IDS/IPS system		Increased security and HIPAA compliance
Networking Control	Monitoring and continuing maintenance of your LAN, WAN, domain and VPN	All networking devices		Increased network stability, performance and security
Email and Messaging Services	Management of your email, and encryption	All users All workstations listed below		Greater security and messaging efficiency
Server Management	Preventative server maintenance plan with allowance for client support requests	Servers		Increased server reliability, security and availability
Outsourced CIO	Business impact reporting, IT optimization, regular client briefing and analysis	Management staff		Greater transparency into IT performance, planning and spending
IT Asset and Warranty Management	Ongoing tracking of all hardware and software status	All IT assets		Ensures warranty coverage, license compliance, and performance planning

Feature Bundle	Description	Supported Devices, Device Types or Users	Issue(s) Addressed	Benefits
Complete network, server, security and workstation monitoring	In-depth health performance monitoring of all elements of your business' IT assets	All network devices, operating systems, and selected applications		Ensures ABL. is always informed of important changes or problems within the client network

Covered system components:

TOR25 Dawn Thomas
TOR26 Laura Calamita
TOR27 Christine Hubbs
TOR28 Harold Stuerwald
TOR29 Ann Marie Prudenti
TOR30 Kevin Macabee
TOR31 Dan McCormick
TA6 Joanne Fagan
TN ATTY LAPTOP

Unisys UDS540 printer
Unisys UDS579 printer
Kyocera Mita Multi Function P/C/S/F

Pricing Summary

Project pricing: I. Town Attorney's office separation

Item	Price
Hardware, software and materials*	
Hardware depends on government pricing	
Cost of encryption service (paid directly to provider)	N/A
Total hardware, software and materials*	N/A
Project Labor	
To provide all project services in Initial Project table above	
	\$7200
Total Project Labor	\$7200
Total Project Price	\$7200

**Additionally some electric work may need to be done for the server to insure proper electric connectivity. This cost is not covered by ABL Computing.Inc.

Acceptance and Terms

Commitment of Acceptance

The Town of Riverhead to engage ABL Computing Inc. to undertake both the project and ongoing management solution plan outlined in the preceding proposal. Upon receiving this commitment, ABL Computing Inc. agrees to book this project, schedule staff and negotiate a suitable project start date with The Town of Riverhead.

In agreeing to partner with ABL Computing Inc., Town of Riverhead acknowledges that the project scope, deliverables, ongoing management and methodology outlined in the proposal are satisfactory and agrees to accept the initial project cost and ongoing support cost as specified in the proposal. A formal Service Agreement outlining management start dates and invoicing schedules will follow at a later date.

Signatures:

ABL Computing Inc.

Client Name

Terms and Conditions

ABL Computing Inc.'s liability to Town of Riverhead for any act or omission, whether negligent or otherwise, shall at all times be limited to the labor cost of the project.

The project is a joint effort between ABL Computing Inc. and Town of Riverhead. ABL Computing Inc. is not responsible for providing additional work or resources which are caused, directly or indirectly, by delay, omission or alteration of project scope by Town of Riverhead. Town of Riverhead shall reimburse to ABL Computing Inc. any labor charges and/or expenses resulting, either directly or indirectly, from such delay, omission or alteration.

All information contained in this proposal is confidential between ABL Computing Inc. and Town of Riverhead. This confidentiality clause covers project methodology, schedules, costs and all particulars of the proposal. ABL Computing Inc. staff are pledged to treat as confidential any client information encountered during the project.

TOWN OF RIVERHEAD

Resolution # 909

CDBG RECOVERY ACT 2009

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
181.084910.493000.16909	Federal Aid	\$ 46,800	
181.086620.523001.16909	Main Street Walkway Improvements		\$ 44,226
181.086860.540000.16909	Administration		\$ 2,574

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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
Resolution # 910**

**AUTHORIZES SUPERVISOR TO SIGN AGREEMENTS
WITH SUBRECIPIENTS FOR CDBG FUNDING**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Town of Riverhead has an ongoing CDBG Program and has previously allocated \$5,000 in federal HUD funds to each of five community service groups (Bread and More Soup Kitchen, Open Arms Soup Kitchen, Maureen’s Haven, Riverhead CAP and Dominican Sisters) for Fiscal Year 2008; and

WHEREAS, the Town Attorney will review individual sub-recipient agreements between the Town of Riverhead and each respective organization prior to the Town Supervisor signing the agreements; and

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the subrecipient agreements, subject to approval by the Town Attorney’s Office,

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 911

CDBG CONSORTIUM 2009

BUDGET ADOPTION

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
181.084910.493000.06909	Federal Aid	\$156,000	
181.086680.540000.06909	Home Improvement Program		\$ 80,000
181.086620.523001.06909	Main Street Walkway Improvements		\$ 33,840
181.086760.542200.06909	Soup Kitchen Supplies		\$ 10,000
181.086760.543408.06909	Drug Abuse Prevention Education - CAP		\$ 5,000
181.086760.543410.06909	Homeless Outreach		\$ 10,000
181.086860.540000.06909	Administration		\$ 17,160

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
Thereupon Duly Declared Adopted

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 912

AUTHORIZES THE RELEASE OF SECURITY OF NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, New York SMSA Limited Partnership d/b/a Verizon Wireless posted a Citibank Official Check #110080803 in the amount of Six Thousand Three Hundred Dollars (\$6,300.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #464 dated May 20, 2008, for the installation of a public utilities wireless communication facility to be installed on real property located on the east side of Fresh Pond Road north of Middle Country Road, Calverton, New York, known and designated as Suffolk County Tax Map Number 0600-78-2-1, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements and Certificate of Occupancy No. 22914 has been issued,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the above mentioned security in the sum of Six Thousand Three Hundred Dollars (\$6,300.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Amato & Associates, P.C., 666 Old Country Road, Suite 901, Garden City, NY, 11530; 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

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 913

AUTHORIZES THE RELEASE OF SECURITY OF OMNIPOINT COMMUNICATIONS, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, Omnipoint Communications, Inc. posted a Travelers Casualty and Surety Company of America Performance Bond #104285971 in the amount of Five Thousand Dollars (\$5,000.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #55 dated January 15, 2005, for the installation of a public utilities wireless communication facility to be installed on an existing Town of Riverhead Water Tower located at N. Wading River Road, (Lewin Hills) Wading River, New York, known and designated as Suffolk County Tax Map Number 0600- 57-1-1.5, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements and Certificate of Occupancy No. 23100 has been issued,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the above mentioned security in the sum of Five Thousand Dollars (\$5,000.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Robert A. Werth, Omnipoint Communications, Inc., 3500 Sunrise Highway, Suite D-123, Great River, NY, 11739; 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

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 914

AUTHORIZES THE RELEASE OF SECURITY OF SPRINT SPECTRUM, L.P.

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Sprint Spectrum, LLP posted a Safeco Insurance Company of America Performance Bond #674013909 in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #732 dated August 19, 2008, for the installation of a public utilities wireless communication facility to be installed on an existing Town of Riverhead Water Tower located at N. Wading River Road, (Lewin Hills) Wading River, New York, known and designated as Suffolk County Tax Map Number 0600- 57-1-1.5, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements and Certificate of Occupancy No. 23101 has been issued,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the above mentioned security in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Amato & Associates, P.C., Attention of Craig Zonin, Esq., 666 Old Country Road, Suite 901, Garden City, NY, 11530; 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

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 915

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH SAV MOR MECHANICAL SERVICES INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead wishes to maintain the heating, ventilation and air conditioning systems at Riverhead Town Hall; and

WHEREAS, Sav Mor Mechanical Services Inc. is interested and capable of providing maintenance of the Town Hall's heating, ventilation and air conditioning systems;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Sav Mor Mechanical Services Inc. to maintain the heating, ventilation and air conditioning systems at Riverhead Town Hall; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frank Schiavone, President, Sav Mor Mechanical Services Inc., 30-B Howard Place, Ronkonkoma, New York 11779; 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
Thereupon Duly Declared Adopted

MAINTENANCE AGREEMENT

SCHEDULE A



COOLING & HEATING

MECHANICAL SERVICES Inc.

30-B HOWARD PLACE RONKONKOMA, NEW YORK 11779
 TEL: (631) 467-8585 - FAX: (631) 467-8684

SUBMITTED TO Riverhead Township		PHONE 631-727-3200	DATE August 1, 2009
STREET 200 Howell Avenue		JOB NAME Riverhead Town Hall - 200 Howell Avenue,	
CITY, STATE AND ZIP CODE Riverhead, New York 11901		JOB LOCATION Riverhead, New York	
Contract SMM 5042		Attn: Ken Testa	JOB PHONE

EQUIPMENT SCHEDULE

	MANUFACTURER	GENERAL INFORMATION
1	Trane CU-1	Condensing unit, Model #RAUA-3006-MC
2	Trane AH-1	Air handler unit, Model #BRCB-3006-0A
3	Trane CU-2	Condensing unit, Model #TTA120B300EA
4	Trane AH-2	Air handler unit, Model #BH01B
5	York AC-3	Package unit, Model #D1HE060A25BDA
6	Liebert AC-4A	Computer room unit, Model #DMC-040WGP00
7	Liebert AC-4B	Computer room unit, Model #DMC-040WGP00
8	Slant Fin B-1	Boiler, Model #GX-300
9	Slant Fin B-2	Boiler, Model #GX-300
10	Slant Fin B-3	Boiler, Model #GX-300
11	Barber Coleman	Electronic control system
12	Tempstar (15)	Variable air volume units
13	B & G P-1	Hot water circulator pump, Model #6015T
14	B & G P-2	Hot water circulator pump, Model #6015T
15	B & G P-3	Hot water circulator pump, Model #6015T
16	B & G P-4	Hot water circulator pump, Model #6011S
17		
18		
19		
20		

MAINTENANCE PLUS PRIORITY EMERGENCY SERVICE

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 916

AUTHORIZES THE SUPERVISOR TO EXECUTE A PARTICIPATING EXEMPT MEMBERSHIP APPLICATION WITH DIGNET OF NYC & LONG ISLAND, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, DIGNET of NYC & Long Island, Inc., f/k/a NYC & LI One Call/Dig Safely, Inc., is a corporation organized and existing under the Not-For-Profit Corporation Law of the State of New York (hereinafter "DIGNET"); and

WHEREAS, DIGNET is a duly authorized one-call notification system within the State of New York, specifically the Counties of Bronx, Kings, Nassau, New York, Queens, Richmond and Suffolk; and

WHEREAS, DIGNET has been formed for the purpose of establishing and carrying out procedures and programs to protect underground facilities from damage due to excavation and demolition, including, but not limited to, receiving notices of intent to perform excavation and demolition, and transmitting the notices to one or more member operators of underground facilities in the specified area; and

WHEREAS, the Town of Riverhead represents that it is an operator of underground facilities located within the State of New York, specifically the County of Suffolk; and

WHEREAS, the Town of Riverhead desires to utilize the services of DIGNET by becoming a participating exempt member thereof;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Participating Exempt Membership Application with Dignet of NYC & Long Island, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dignet of NYC & Long Island, Inc. c/o Keith Jewel, Esq., 393 Old Country Road, Suite 202, Carle Place, NY 11514; 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
Thereupon Duly Declared Adopted



104-70 Queens Boulevard, Suite 312
Forest Hills, NY 11375
Phone: 1-800-524-7603 • Fax: 1-800-524-7599

PARTICIPATING EXEMPT MEMBERSHIP APPLICATION DIGNET OF NYC & LONG ISLAND, INC.

WHEREAS, DIGNET of NYC & Long Island, Inc., f/k/a NYC & LI One Call/Dig Safely, Inc., a corporation organized and existing under the Not-For-Profit Corporation Law of the State of New York (hereinafter called "Corporation");

WHEREAS, Corporation is a duly authorized one-call notification system within the State of New York, specifically the Counties of Bronx, Kings, Nassau, New York, Queens, Richmond and Suffolk;

WHEREAS, Corporation has been formed among whose purposes is establishing and carrying out procedures and programs to protect underground facilities from damage due to excavation and demolition, including, but not limited to, receiving notices of intent to perform excavation and demolition, and transmitting the notices to one or more member operators of underground facilities in the specified area;

WHEREAS, the Applicant represents that it is an operator of underground facilities located within the State of New York, specifically the Counties of Bronx, Kings, Nassau, New York, Queens, Richmond and Suffolk or is otherwise eligible to be a participating exempt member of Corporation; and

WHEREAS, the Applicant desires to utilize the services of the Corporation by becoming a participating exempt member thereof and hereby tenders this Application.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be gained by membership in Corporation, the Applicant hereby applies for admission as a participating exempt member of Corporation, and in connection therewith covenants and agrees, when accepted as a participating exempt member, to be bound as follows:

1. For purposes of this application the definitions contained herein shall be in accordance with those contained in New York State General Business Law Section 760.
2. The Applicant acknowledges, agrees and shall abide by the laws of New York State (including General Business Law Art. 36.), the rules and regulations of the Department of Public Service governing the protection of underground facilities (including 16 NYCRR 753), the By-Laws of the Corporation, any agreements that the Corporation may have entered into for the protection of underground facilities and the Applicant shall be bound by all of aforementioned in its participation as a member of Corporation.
3. The Applicant shall supply information to the Corporation, as the Corporation deems necessary, to establish said Applicant as a participating exempt member including but not limited to: the Proper Name of the Applicant, Administrative Contact (person with ultimate authorization), Alternate Contact (person to contact if Administrative Contact is unavailable), Database Contact (person with ultimate authority over Facility Area setup), Billing Contact (person to send invoices

or billing issues) and Facility Areas (the location of Applicant's underground facilities in a form designated by the Corporation).

4. The Applicant states that it is exempt from the costs of operating the One Call Center as it is one of the following: a municipality; an authority; or an operator of an underground facility that provides water services to less than four thousand customers (said water service operator shall provide the Corporation, as proof of its customer base, a written statement of customers serviced from their auditor, to be updated yearly).

5. The Applicant hereby agrees to indemnify, save harmless, and defend Corporation and/or its Contract Vendor, if any, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, including costs of defense, settlement, and reasonable attorneys' fees, which Corporation and/or its Contract Vendor, if any, may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person or persons, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any governmental laws, regulations, or orders, caused, in whole or in part, by any negligence or willful act or omission by the Applicant, its employees, subcontractors, agents, or assigns, in the performance of requirements of members of Corporation.

6. The Applicant owns or operates the following type(s) of subsurface utility facilities:

Electric Water Gas
 Cable Television Telephone Communications
 Streets/Roadways Transmission Pipelines
 Other Sewer, stormwater drainage piping

7. The Applicant shall maintain, at one or more of its business office(s), to be selected by it, appropriate telecommunications and/or data processing equipment, to receive Underground Location Request messages dispatched by the Corporation's One Call Center.

8. The Applicant shall be responsible for supplying telephone numbers that can be used as a backup line for transmission in the event of a primary telephone line failure.

9. The Applicant shall provide the Corporation or its designated agent with backup telephone numbers for each contact location and name and telephone number of a liaison representative.

10. For each receiving location, the Applicant shall supply the Corporation and the One Call Center with its facility database (i.e. via paper maps and/or digital submissions depicting the area in which the Applicant wishes to receive notices) in a format approved by the Corporation. The Applicant shall immediately notify the One Call Center in writing of any changes in its coverage area.

11. The Applicant shall be responsible individually for taking such action, as it may deem necessary to protect the public and its underground facilities and to insure continuation of its utility service to the public.

For utility notifications dial toll free 1-800-272-4480

CALL BEFORE YOU DIG AND DIG SAFELY!

16 NYCRR 753 Mandates 2-10 business days notice prior to excavation

12. The Applicant is currently entitled to the transmission of Underground Location Requests to a maximum of one (1) receiving stations. Transmission to additional receiving stations shall be paid for by the Applicant at a cost agreed upon between the Applicant and the Corporation.

Dated: _____

Name of Applicant

By: _____
Signature

Title

Address

City, State Zip

ATTEST:

Secretary

ACCEPTANCE

The above Application for Participating exempt membership in DIGNET of NYC & Long Island, Inc. f/k/a NYC & LI One Call/Dig Safely, Inc., is hereby accepted this _____ day of _____, 20_____.

**DIGNET OF NYC & LONG ISLAND, INC.
f/k/a NYC & LI ONE CALL/DIG SAFELY, INC.**

By: _____
Secretary

For utility notifications dial toll free 1-800-272-4480
CALL BEFORE YOU DIG AND DIG SAFELY!
16 NYCRR 753 Mandates 2-10 business days notice prior to excavation

TOWN OF RIVERHEAD

Resolution #917

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT TO EXTEND CONTRACT WITH PRESTIGE DATA, INC.

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead entered into an agreement with Prestige Data, Inc. on November 30, 2008 for the purposes of upgrading the existing Water District billing and payment processing application to a web based solution that is hardware dependent to be completed no later than September 30, 2009; and

WHEREAS, Prestige Data, Inc. has requested an extension of time to complete its obligations set forth in the existing contract;

WHEREAS, the parties have agreed to extend the existing contract from September 30, 2009 to November 30, 2009 to allow Prestige Data, Inc. to perform the work under the same terms and conditions as set forth in the original Professional Services Agreement dated November 30, 2008; the only change being the extension of time to complete the work;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute the attached Agreement to Extend Contract with Prestige Data, Inc.; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Prestige Data, Inc., 475 Northside Road, Wading River, New York 11729; 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
Thereupon Duly Declared Adopted

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution #918

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH SUFFOLK COUNTY FOR GRANT FUNDS AWARDED THROUGH DOWNTOWN BEAUTIFICATION AND RENEWAL PROGRAM

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead has been awarded a \$50,000 grant under "County Executive Steve Levy's Downtown Beautification and Renewal Program" pursuant to original contract with Suffolk County dated July 27, 2006;

WHEREAS, the Town of Riverhead and the County of Suffolk wish to amend the contract to extend the term of the contract through December 31, 2009;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached amended contract; 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
Thereupon Duly Declared Adopted

Second Amendment of Agreement

This is the Second Amendment of an Agreement, last dated July 27, 2006, (Agreement) between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Economic Development & Workforce Housing (Department) located at H. Lee Dennison Building, 100 Veterans Memorial Highway, 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 by revising the County's option to extend the Agreement and by extending the term of agreement.

Term of Agreement: Shall be July 27, 2006 through December 31, 2009

Total Cost of Agreement: Shall not exceed \$50,000

Terms and Conditions: Shall be as set forth in Exhibit A-1 and other exhibits collectively referred to as the "Suffolk County Legislative Requirements Exhibit for Contracts" attached hereto and made a part of the Agreement.

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

Town of Riverhead

County of Suffolk

By: _____
Phil Cardinale
Supervisor
Fed. Taxpayer ID #: 11-6001935

By: _____
Name: _____
Deputy County Executive

Date: _____

Date: _____

Approved as to Legality:

Approved:

Christine Malafi
Suffolk County Attorney

Economic Development & Workforce Housing

By: _____
Jacqueline Caputi
Assistant County Attorney

By: _____
Lisa Broughton
Bio/High Tech Development Specialist

Date: _____

Date: _____



Exhibit A-1

Whereas, the County and Contractor having entered into an Agreement (Law No. ED003M/0040-09N) last dated July 27, 2006, for a term from July 27, 2006 through July 26, 2008 for downtown beautification; and

Whereas, the County and Contractor having entered into a First Amendment of Agreement to extend the term of the Agreement to July 26, 2009; and

Whereas, the Town of Riverhead requests an additional 5 month extension to complete the intended beautification projects and

Whereas, the parties hereto now desire to modify the Agreement to revise the County's option to extend the term and to extend the term of the agreement from July 27, 2006 to December 31, 2009;

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 is amended to July 27, 2006 through December 31, 2009 as set forth on page 1 of this Second Amendment of Agreement.

2. Suffolk County Legislative Requirements

The Contractor shall comply with the provisions included in the Suffolk County Legislative Requirements Exhibit, attached hereto and made a part hereof.

3. Gratuities:

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

4. 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.

**TOWN OF RIVERHEAD
Resolution # 919**

TOWN OF RIVERHEAD

DECLARES SURPLUS VEHICLES FOR AUCTION

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

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

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

NOW, THEREFORE BE IT RESOLVED, that the following vehicles are hereby declared excess surplus and that they are to be disposed of at public auction on November 7, 2009.

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.

TV-01	2004	Ford	Crown Victoria 2FAHP71W64X100322	WHITE
TV-02	1998	GMC	Dump K3500	1GDJK34R4WF012856 WHITE
TV-03	1998	Chevrolet	K2500	1GCGK24R6WZ228408 WHITE
TV-04	1992	Chevrolet	K3500	1GCHK34KINE175989 WHITE
TV-05	1989	Ford	F-700	1FDNF70K6KVA02156 ORANGE
TV-06	1987	Ford	F-700	1FDNT74P0HVA63946 ORANGE
TV-07	1985	Ford	F-900	1FDYL90N2FVA19490 WHITE
TV-08	1990	Ford	Aerostar	1FTCA14U0LZB92226 WHITE

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
Resolution # 920**

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

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Public Notice of Abandoned Vehicles to be sold at Public Auction, pursuant to Section 1224 of the Vehicle and Traffic Law of the State of New York, once in the October 15, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the notice to be posted on the sign board of the Town; and

RESOLVED, that any and all other unclaimed property being held by the Police Department will also be available for public auction on November 7, 2009.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Police Department, the Municipal Garage, and the Office of Accounting, 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.

PLEASE TAKE NOTICE, that a public auction will be held on November 7, 2009 at 9:00 a.m. to be held at the Riverhead Town Impound Area, located on Route 58 in the Town of Riverhead as follows:

ABANDONED

AV-01	6011187	2006	Honda	Motorcycle	JH2SC570X6M210598	BLK/YW
AV-02	8018122	2001	Yamaha	Dirtbike	JYACJ01C41A022478	BLUE
AV-03	8025568	2007	Baja	Dirtbike	LRYYCHL0870041561	RED
AV-04	9007589	1970	Marlet	65' House Trailer	-----	WH/LT. BL
AV-05	9007666	1967	Kroph	House Trailer	6065342	TAN
AV-06	9007710	1970	Marlette	Windmere House Trailer	-----	YELLOW
AV-07	9008381	1980	EZ Go	Golf Cart #53	-----	GRN/WH
AV-08	9010180	1960	----	Trailer	-----	WH/BRN
AV-09	-----	Unk.	Marlette	50-60' House Trailer	-----	WH/GRN

AV-10 ----- Unk. ----- 50-60' House Trailer ----- WH/YW

SURPLUS

TV-01	2004	Ford	Crown Victoria	2FAHP71W64X100322	WHITE
TV-02	1998	GMC	Dump K3500	1GDJK34R4WF012856	WHITE
TV-03	1998	Chevrolet	K2500	1GCGK24R6WZ228408	WHITE
TV-04	1992	Chevrolet	K3500	1GCHK34K1NE175989	WHITE
TV-05	1989	Ford	F-700	1FDNF70K6KVA02156	ORANGE
TV-06	1987	Ford	F-700	1FDNT74P0HVA63946	ORANGE
TV-07	1985	Ford	F-900	1FDYL90N2FVA19490	WHITE
TV-08	1990	Ford	Aerostar	1FTCA14U0LZB92226	WHITE

Vehicles may be inspected, prior to the auction, on November 6, 2009 between the hours of 9:00 a.m. to 2:00 p.m.

THE VOTE

Wooten Yes No **Dunleavy** Yes No

Blass Yes No **Cardinale** Yes No

The Resolution Was **Was Not**
Thereupon Duly Declared Adopted

PLEASE TAKE NOTICE, that any and all other unclaimed property being held by the Police Department will also be available for public auction on November 7, 2009 at 9:00 a.m. to be held at the Riverhead Town Impound Area, located on Route 58 in the Town of Riverhead as follows:

ABANDONED

AV-01	6011187	2006	Honda	Motorcycle	JH2SC570X6M210598	BLK/YW
AV-02	8018122	2001	Yamaha	Dirtbike	JYACJ01C41A022478	BLUE

AV-03	8025568	2007	Baja	Dirtbike	LRYCHL0870041561	RED
AV-04	9007589	1970	Marlet	65' House Trailer	-----	WH/LT. BL
AV-05	9007666	1967	Kroph	House Trailer	6065342	TAN
AV-06	9007710	1970	Marlette	Windmere House Trailer	-----	YELLOW
AV-07	9008381	1980	EZ Go	Golf Cart #53	-----	GRN/WH
AV-08	9010180	1960	----	Trailer	-----	WH/BRN
AV-09	-----	Unk.	Marlette	50-60' House Trailer	-----	WH/GRN
AV-10	-----	Unk.	----	50-60' House Trailer	-----	WH/YW

SURPLUS

TV-01	2004	Ford	Crown Victoria	2FAHP71W64X100322	WHITE
TV-02	1998	GMC	Dump K3500	1GDJK34R4WF012856	WHITE
TV-03	1998	Chevrolet	K2500	1GCGK24R6WZ228408	WHITE
TV-04	1992	Chevrolet	K3500	1GCHK34K1NE175989	WHITE
TV-05	1989	Ford	F-700	1FDNF70K6KVA02156	ORANGE
TV-06	1987	Ford	F-700	1FDNT74P0HVA63946	ORANGE
TV-07	1985	Ford	F-900	1FDYL90N2FVA19490	WHITE
TV-08	1990	Ford	Aerostar	1FTCA14U0LZB92226	WHITE

Vehicles may be inspected, prior to the auction, on November 6, 2009 between the hours of 9:00 a.m. to 2:00 p.m.

DATED: Riverhead, New York

October 15, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

10/06/09

Tabled

TOWN OF RIVERHEAD

Resolution #921

**AUTHORIZES THE SUPERVISOR TO EXECUTE
A PARKING EASEMENT AGREEMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Town of Riverhead requires an easement of property owned by Frank Miele for parking at the rear of the Building Department building located at 201 Howell Avenue, Riverhead, New York,

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached Parking Easement Agreement, 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 922

WATER DISTRICT COMPUTER BILLING SOFTWARE
CAPITAL IMPROVEMENT PROJECT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

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

		<u>FROM</u>	<u>TO</u>
412.092801.487112.30099	Water Transfers	3,000	
412.083100.524300	Computer Billing Software		3,000

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 923

NORTH SPILLWAY
CAPITAL IMPROVEMENT PROJECT
BUDGET ADJUSTMENT

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
406.095710.494200.70805	Serial Bond Proceeds	113,500	
406.071100.523018.70805	Construction		39,000
406.071100.543500.70805	Professional Svc-Engineer		49,500
406.071100.547900.70805	Contingency		25,000

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 924

SCAVENGER WASTE DISTRICT
BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
128.000000.390599	Fund Balance	10,000	
128.081890.541400	Equipment Repair & Maintenance		10,000

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
Thereupon Duly Declared Adopted

10/6/09

Tabled

TOWN OF RIVERHEAD

Resolution # 925

**APPROVES EXTENSION OF PERFORMANCE BOND OF RIVERHEAD
SOUND ASSOCIATES, LLC A/K/A "AQUEBOGUE GOLF RESORTS"
(ROAD AND DRAINAGE IMPROVEMENTS)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, pursuant to Resolution #30 dated January 6, 2004, the Riverhead Town Board accepted a performance bond from Riverhead Sound LLC in the amount of \$1,910,000.00 (International Fidelity Insurance Co. #0371109) representing road and drainage improvements to be completed in the subdivision entitled, "Aquebogue Golf Resorts"; and

WHEREAS, by letter dated September 11, 2009 from Peter S. Danowski, Jr., Esq., attorney for Riverhead Sound Associates, LLC, it has been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #97, dated September 17, 2009, it has been recommended that the above referenced performance bond be granted an extension to expire on May 17, 2011; and

WHEREAS, Water Key Money in the amount of \$135,000.00, Park and Recreation Fees in the amount of \$243,000.00 and Engineer Fees in the amount of \$82,600.00 have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance bond representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance bond representing the road and drainage improvements to be completed within the subdivision to May 17, 2011; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, P.O. Box 779, Riverhead, New York, 11901 and International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, New Jersey, 07102; 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 926

APPROVES CHAPTER 90 APPLICATION OF THE RIVERHEAD REPUBLICAN COMMITTEE

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on September 11, 2009, Nancy Reyer, on behalf of the Riverhead Republican Committee, submitted a Chapter 90 Application for the purpose of conducting a Halloween Party and Haunted Display/Attraction at 221 East Main Street, Riverhead, New York, on the following dates and times:

October 23 rd , 2009	7:00 p.m. to 12:00 midnight
October 24 th , 25 th , 30 th and 31 st , 2009	2:00 p.m. to 5:00 p.m. and 7:00 p.m. to 12:00 midnight; and

WHEREAS, an Owners Endorsement has been received authorizing the event to take place at that location; and

WHEREAS, Nancy Reyer submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617, identifying the potential adverse environmental impacts of the event; and

WHEREAS, the applicable Chapter 90 Application Fee has been paid; and

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

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

RESOLVED, that the Chapter 90 Application of Nancy Reyer, on behalf of the Riverhead Republican Committee, for the purpose of conducting a Halloween Party and Haunted

Display/Attraction at 221 East Main Street, Riverhead, New York, on the above referenced dates and times is hereby approved; and be it further

RESOLVED, that this approval is subject to receipt of a Certificate of Insurance naming the Town of Riverhead as an additional insured *no later than October 14, 2009*; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Republican Party, PO Box 615, Wading River, 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
Thereupon Duly Declared Adopted

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution #927

APPROVES THE CHAPTER 90 APPLICATION OF EAST END ROWING INSTITUTE, LTD. (SNOWFLAKE REGATTA)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on September 21, 2009, the East End Rowing Institute, Ltd. had submitted a Chapter 90 Application for the purpose of conducting a "Snowflake Regatta", said course to be held on the Peconic River, starting east of Rt. 105 heading west to the downtown waterfront, East Main Street, Riverhead, on Sunday, November 1, 2009 between the hours of 7:00 a.m. and 6:00 p.m.; and

WHEREAS, the East End Rowing Institute, Ltd. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of the East End Rowing Institute, Ltd. for the purpose of conducting a "Snowflake Regatta", said course to be held on the Peconic River,

starting east of Rt. 105 heading west to the downtown waterfront, East Main Street, Riverhead, on Sunday, November 1, 2009 between the hours of 7:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Rowing Institute, Ltd., Attn: Allan Borghard, P.O. Box 1192, 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
Thereupon Duly Declared Adopted

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 928

**APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD FOUNDATION FOR
MARINE RESEARCH AND PRESERVATION
(5K RUN FOR THE RIDLEY)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, on September 11, 2009, the Riverhead Foundation For Marine Research and Preservation (Riverhead Foundation) submitted a Chapter 90 Application for the purpose of conducting a 5K Foot Race, said course to begin on East Main Street, continuing on East Main Street and Riverside Drive, and ending at McDermott Avenue, to be held on Saturday, October 24, 2009 between the hours of 6:00 a.m. and 1:00 p.m.; and

WHEREAS, the Riverhead Foundation has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of the Riverhead Foundation For Marine Research and Preservation for the purpose of conducting a 5K Foot Race at the aforementioned locations to be held on Saturday, October 24, 2009 between the hours of 6:00 a.m. and 1:00 p.m. is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Foundation for Marine Research and Preservation, Attn: Robert A. DeGiovanni, Jr., 467 East Main Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

10/6/09

Adopted

TOWN OF RIVERHEAD

Resolution # 929

**APPROVES CHAPTER 90 APPLICATION OF ANNA LAM ON BEHALF OF THE
SIERRA CLUB**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on September 25, 2009, Anna Lam, on behalf of the Sierra Club, submitted a Chapter 90 Application for the purpose of conducting a Street Fair in recognition of the International Day of Climate Action to include two Bicycle Rides within the Town of Riverhead (bicycle ride routes are filed in the Town Clerk's Office), three live bands and exhibits of local merchants to be held at the Peconic Waterfront, between Peconic Avenue and McDermott Avenue, Riverhead, New York, on October 24, 2009 between the hours of 10:00 a.m. and 4:00 p.m. (set up 9:00 a.m. and take down at 5:00 p.m.); and

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

WHEREAS, the applicant has requested that the applicable Chapter 90 Application fee be waived due to the Sierra Club's not-for-profit status; and

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

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

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

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

RESOLVED, that the Chapter 90 Application of the Sierra Club, for the purpose of conducting a Street Fair in recognition of the International Day of Climate Action to include two Bicycle Rides within the Town of Riverhead, three live bands and exhibits of local merchants to be held at the Peconic Waterfront, between Peconic Avenue and McDermott Avenue, Riverhead, New York, on October 24, 2009 between the hours of 10:00 a.m. and 4:00 p.m. (set-up 9:00 a.m. and take-down at 5:00 p.m.) is hereby approved; and be it further

RESOLVED, that the necessary tent permit(s) must be obtained and the tent installation 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 obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; 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 it further

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

RESOLVED, that the applicable Chapter 90 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 the Anna Lam, 120 Sound Beach Boulevard, Sound Beach, NY, 11789; 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

Resolution # 930

RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION SPECIALIST

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-in Recreation Specialist is needed by the Riverhead Town Recreation Department to lead Drama programs for youth.

NOW THEREFORE BE IT RESOLVED, that effective October 2, 2009, this Town Board hereby appoints Elizabeth Casey to the position of Call-in Recreation Specialist, Level II at the hourly rate of \$22.00 and

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 931

OAKLEIGH AVENUE RESTORATION PROJECT

Councilman Wooten offered the following resolution,
which was seconded by Councilwoman Blass

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the October 15, 2009 issue of the News-Review, the official Town newspaper, for the Oakleigh Avenue Drainage Restoration Project; 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Oakleigh Avenue Drainage Restoration Project, Riverhead, New York will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on November 5, 2009 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about October 15, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Due to the scope of work for this contract, the Town is scheduling a Mandatory Pre-Bid Meeting for October 26, 2009 at 10 am at the Town of Riverhead Engineering Office, 1295 Pulaski Street, Riverhead, New York 11901. Bidders will be taken by Town bus to the site for the actual meeting. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. Prior to the Pre-Bid Meeting, the potential bidders shall fill out a Town of Riverhead Hold Harmless Agreement, available at the Office of the Town Clerk or by visiting the Town website. The Hold Harmless document will be included as part of the bid specification package or can be obtained individually. The completed Hold Harmless must be submitted to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901, no later than October 23, 2009 before the scheduled Pre-Bid Meeting.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Oakleigh Avenue Drainage Restoration Project" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

Please take further Notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lower bidders.

The Town of Riverhead reserves the right to reject any and all bids.

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

Dated: October 6, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 932

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE TO BIDDERS FOR LED STREET LIGHTS

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and s hereby authorized to publish and post the attached Notice to Bidders in the October 15, 2009 issue of the official Town newspaper for the purchase of LED Street lighting in the Town of Riverhead, New York; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the purchase of Beta BLD-STR-T2-HT LEDway Streetlight – Type II, or approved equal, for use on various Town of Riverhead roads will be received by the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 am October 29, 2009 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about October 15, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "LED Streetlights".

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

**BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHEM, TOWN CLERK**

Dated: October 6, 2009

TOWN OF RIVERHEAD**Resolution # 933****AWARDS BID FOR DRAINAGE RINGS AND ASSOCIATED ITEMS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to advertise for sealed bids for the purchase of Drainage Rings and Associated Items for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 24th of August at 11:00 am at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, one bid was received,

NOW THEREFORE BE IT RESOLVED, that the bid for Drainage Rings and Associated Items be and is hereby awarded to Suffolk Cement Precast, Inc., PO Box 261, 1831 Middle Rd., Calverton, New York 11933, 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
Thereupon Duly Declared 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, Highway**

FROM: Julie O'Neill, Deputy Town Clerk

DATE: August 24, 2009

RE: Open Bid Report for Precast Drainage Rings and Associated Items

One bid was received and opened at 11am on Monday, August 24, 2009:

**Suffolk Cement Precast, Inc.
PO Box 261
Calverton NY 11933
631 727-4432**

see attached list for details



TOWN OF RIVERHEAD
Philip J. Cardinale, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID # _____

BID FOR: Drainage Rings and Associated Items

Suffolk Cement Precast, Inc
BIDDERS NAME

PO Box 261 1813 Middle Rd
BIDDERS ADDRESS

Calverton, NY 11933
CITY, STATE, ZIP

8/17/09 (631) 727-4432
DATE PHONE NUMBER

In compliance with your advertisement for bids to be opened on August 24, 2009 subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)

Respectfully submitted,

Dean E. Simmons
SIGNED BY

General Manager
TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD HIGHWAY DEPARTMENT
PRECAST DRAINAGE RINGS AND ASSOCIATED ITEMS BID FORM**

Item No.	Item Description	Unit Price
1	4' Dia. x 2' Deep Drainage Rings	75-
2	4' Dia. X 4' Deep Drainage Rings	154-
3	4' Dia. Footing Ring	96-
4	4' Dia. Top Slab - Traffic Top	138-
5	8' Dia. X 2' Deep Drainage Rings	92-
6	8' Dia. X 3'-6" Deep Drainage Rings	160-
7	8' Dia. X 4'-0" Deep Drainage Rings	182-
8	8' Dia. Footing Ring	212-
9	8' Dia. Top Slab - Lawn Top	182-
10	8' Dia. Top Slab - Traffic Top	212-
11	8' Dia. Shallow Dome Top	182-
12	8' Dia. Deep Dome Top	182-
13	10' Dia. X 3' Deep Drainage Rings	204-
14	10' Dia. X 4' Deep Drainage Rings	272-
15	10' Dia. X 5' Deep Drainage Rings	340-
16	10' Dia. Footing Ring	257-
17	10' Dia. Top Slab - Lawn Top	312-
18	10' Dia. Top Slab - Traffic Top	365-
19	10' Dia. Shallow Dome Top	280-
20	10' Dia. Deep Dome Top	272-
21	12' Dia. X 3' Deep Drainage Rings	272-
22	12' Dia. X 4' Deep Drainage Rings	362-
23	12' Dia. X 5' Deep Drainage Rings	452-
24	12' Dia. Footing Ring	300-
25	12' Dia. Top Slab - Lawn Top	584-
26	12' Dia. Top Slab - Traffic Top	628-
27	12' Dia. Shallow Dome Top	514-
28	4' x 4' Catch Basin Complete with Top Slab - 4' Deep	500-
29	4' x 4' Catch Basin Complete with Top Slab - 6' Deep	652-
30	2'-6" x 4'-0" Catch Basin - 4' Deep	390-
31	2'-6" x 4'-0" Catch Basin - 6' Deep	586-
32	25-1/2" ID - 6" Riser	20-
33	25-1/2" ID - 12" Riser	30-
34	25-1/2" ID - 18" Riser	44-
35	29-1/2" Riser Cover	30-
36	Round Cast Iron Frame and Grate (Campbell 1763 or appr'd equal)	150-
37	Rectangular Curb Box Frame and Grate (Campbell 2605-galvanized Reticuline Grate or appr'd equal)	450-
38	Rectangular Curb Box Frame and Grate (Campbell 2617 or appr'd equal)	450-
39	2" Gray Steel Extensions	75-

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

UNDER PENALTIES OF PERJURY:

Dean E Simmons (BIDDER) BEING DULY SWORN, DEPOSES AND SAYS:

- (A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) this bid or proposal has not knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (C) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certificate, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; and
- (E) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this bid or proposal in behalf of the corporate bidder.

BY: Dean E. Simmons

SWORN TO BEFORE ME

THIS 17th DAY OF August, 2009

[Signature]
NOTARY PUBLIC

LENA G. DAVIN
Notary Public, State of New York
No. 01DA5053742-Suffolk County
Commission Expires Dec 26, 2009

TOWN OF RIVERHEAD

Resolution # 934

ORDER CALLING PUBLIC HEARING REGARDING INCREASE IN IMPROVEMENTS TO FACILITIES OF RIVERHEAD WATER DISTRICT – BOOSTER PUMP STATION

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, a recommendation has been made to the Town Board of the Town of Riverhead, Suffolk County, New York, as governing body of the Riverhead Water District, by H2M Group, consulting engineers to the Riverhead Water District, by letter dated September 28, 2009, that there is a need to improve the facilities of the district through the construction of a booster pump station at Dogwood Lane to increase the water supply capacity of the Riverhead Water District to meet the water demands of the community, and

WHEREAS, the maximum amount proposed to be expended for said booster pump improvements is \$260,000, with said funds to be paid from existing District funds, and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvement of the facilities of the entirety of said District as described above, in accordance with the provisions of Section 202-b of the Town Law.

NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, as follows:

1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:05 p.m. on the question of the increase and improvement of the facilities of the Riverhead Water District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons in the subject thereof, concerning the same, and to take such action as is required or authorized by law.
2. The Town Clerk is hereby authorized and directed to cause a copy of the notice of public hearing to be published in the October 22, 2009, edition of The News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten nor more than twenty days before the date designated for the public hearing.
3. The project described in the preambles hereto is hereby determined to be an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.
4. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Riverhead Water District pursuant to Section 202-b of the Town Law. The object of such hearing will be the increase and improvement of the Riverhead Water District regarding the construction of a booster pump station at Dogwood Lane. All persons wishing to be heard should be present at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on November 4, 2009 at 2:05 p.m. The estimated cost of the project is \$260,000 to be paid from existing district funds.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, NY
October 6, 2009

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD
SUFFOLK COUNTY, NY

5. This order shall take effect immediately.

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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 935

Supports and Recommends Proposed State Legislation Allowing the Town of Riverhead to Reopen Section 384-d of the Retirement and Social Security Law for Police Officers

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead elected to offer the optional 20 year retirement plan established pursuant to Section 384-d of the Retirement and Social Security Law to police officers employed by the Town; and

WHEREAS, Police Officers Eric Lipinsky and William Bianco, for no reasons ascribable to their intentional negligence, did not make timely applications for such plan; and

WHEREAS, provided that the New York State Legislature adopts the attached proposed legislation, the Town may elect to reopen the provisions of Section 384-d of the Retirement and Social Security Law so that Officers Bianco and Lipinsky shall be entitled to the full rights and benefits associated with coverage under such section,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby supports and recommends the attached legislation electing to reopen the provisions of Section 384-d of the Retirement and Social Security Law for Police Officers William Bianco and Eric Lipinsky, 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

Thereupon Duly Declared Adopted

PROPOSED LEGISLATION

THEREFORE DULY ADOPTED An Act authorizing William Bianco and Eric Lipinsky to file for retroactive membership in the optional 20 year retirement plan of the New York State and Local Retirement System pursuant to section 384-d of the retirement and social security law.

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN STATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Notwithstanding any other provision of law to the contrary, the Town of Riverhead, a participating employer in the New York State and Local Retirement System, which previously elected to offer the optional 20 year retirement plan established pursuant to section 384-d of the retirement and social security law, to police officers employed by such Town, is hereby authorized to make participation available to William Bianco and Eric Lipinsky, police officers employed by the Town of Riverhead, who, for reasons not ascribable to their own intentional negligence, failed to make timely application to participate in such optional 20 year retirement plan. The Town of Riverhead may so elect by filing with the state comptroller, on or before December 31, 2009, a resolution of the Riverhead Town Board together with certification that such police officers did not bar themselves from participation in such retirement plan as a result of their own negligence. Thereafter, such police officers may elect to be covered by the provisions of section 384-d of the retirement and social security law, and shall be entitled to the full rights and benefits associated with coverage under such section, by filing a request to that effect with the state comptroller on or before June 30, 2010.

Section 2. All past service costs associated with implementing the provisions of this act shall be borne by the Town of Riverhead.

Section 3. This act shall take effect immediately.

FISCAL NOTE.—Pursuant to Legislative Law, Section 50:

This bill will allow the Town of Riverhead to elect to reopen the provisions of Section 384-d of the Retirement and Social Security Law for Police Officers William Bianco and Eric Lipinsky.

If this bill is enacted, and Officers Bianco and Lipinsky becomes covered under Section 384-d, we anticipate that there will be an increase of approximately \$5,590.00 in the annual contributions of the Town of Riverhead for the fiscal year ending March 31, 2010.

In addition to the annual contributions discussed above, there will be an immediate past service cost of approximately \$5,650.00 which would be borne by the Town of Riverhead as a one-time payment. This estimate is based on the assumption that the payment will be made on February 1, 2010.

This estimate, dated August 11, 2009 and intended for use only during the 2009 Legislative Session, is Fiscal Note No. 2009-288 prepared by the Actuary for the New York State and Local Police and Fire Retirement System.

TOWN OF RIVERHEAD

Resolution # 936

ADOPTS A STANDARD BENEFIT PACKAGE FOR NON-UNION PERSONNEL

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, it is the belief of this Town Board that consistent personnel policies promote an environment that is free of arbitrary or discriminatory practices and foster harmony among the employees of the Town of Riverhead,

NOW THEREFORE BE IT RESOLVED, that effective October 1, 2009 the attached policy regarding certain employee benefits be adopted for all full-time appointed and competitive non-union personnel, 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

Thereupon Duly Declared Adopted

**Benefit Package
For All Full-Time Appointed and Competitive Non-Union Personnel
Effective 10/1/2009**

Legislative/Secretarial (non-management)

Vacation

- 2 Weeks per calendar year (pro-rated first year of hire)
- 3 Weeks per calendar year (after 7 completed years of service)
- 4 Weeks per calendar year (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

Middle Management (Deputies, Assistant Department Heads, Town Officers)

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 7 completed years of service)
- 5 Weeks (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

Department Heads

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 5 completed years of service)
- 5 Weeks (after 10 completed years of service)
- 6 Weeks (after 15 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

TOWN OF RIVERHEAD

Resolution # 937

AMENDS RATE OF PAY FOR PART-TIME MAINTENANCE MECHANIC I

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, David Davis, a part-time Maintenance Mechanic I at the Senior Center was hired at an hourly rate of pay comparable to that of a regular part-time employee as defined in the 2008-2010 contract between the Town of Riverhead and the Civil Service Employees Association; and

WHEREAS, David Davis has not yet worked the required number of hours to obtain regular part-time status,

NOW THEREFORE BE IT RESOLVED, that effective October 7, 2009 David Davis' hourly rate of pay is amended from \$18.3746 to \$17.50 per hour until such a time that Mr. Davis obtains regular part-time status, 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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 938

ACCEPTS THE RESIGNATION OF A PART-TIME CROSSING GUARD

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received a letter from Edward Dunn, a part-time Crossing Guard in the Riverhead Town Police Department, indicating his intent to resign effective September 16, 2009.

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the resignation of Edward Dunn, 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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 939

ACCEPTS THE RETIREMENT OF A PUBLIC SAFETY DISPATCHER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of Christine J. Sargent effective September 17, 2009,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the retirement of Christine J. Sargent, 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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 940

TERMINATES DETENTION ATTENDANTS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Riverhead Town Police Department has maintained a minimum attendance standard since January 1, 2005 for all Call-In Detention Attendants to ensure that Detention personnel stay current in facility policy and procedures; and

WHEREAS, said standard requires that each Detention Attendant respond to a call-in request at least once per calendar quarter in order to remain active on the Detention Attendant call-in list,

NOW THEREFORE BE IT RESOLVED, that effective October 7, 2009 the following personnel are hereby removed from the call-in Detention Attendant list and their status as call-in Detention Attendants hereby terminated:

Donald Bugess, Pegilee Dzenkowski, Karen Faber, Billie Jo Jaeger, Victoria Masia, and Gwendolyn White

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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 941

RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION AIDE LEVEL I TO THE RIVERHEAD RECREATION DEPARTMENT

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, this Town Board hereby ratifies the appointment of Alexa Neve as a call-in Recreation Aide Level I effective September 1, 2009 to serve as needed on an at will basis, and to be paid the rate of \$8.75 per hour, and to serve at the pleasure of the Town Board; 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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 942

RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION AIDE LEVEL II TO THE RIVERHEAD RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED, this Town Board hereby ratifies the appointment of Jennifer Petrosino as a call-in Recreation Aide Level II with certifications effective September 1, 2009 to serve as needed on an at will basis, and to be paid the rate of \$11.30 per hour, and to serve at the pleasure of the Town Board; 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 abstain

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 943

APPOINTS A CALL-IN RECREATION SPECIALIST

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, a Call-in Recreation Specialist is needed by the Riverhead Town Recreation Department to instruct community cooking programs,

NOW THEREFORE BE IT RESOLVED, that effective October 6, 2009, this Town Board hereby appoints Adetoun Pozamantir to the position of Call-in Recreation Specialist, level 6, at the hourly rate of \$24.76 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 944

**AWARDS BID FOR WATER SERVICE MATERIALS
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for water service materials; and

WHEREAS, bids were received, opened and read aloud on the 27th day of July, 2009, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT RESOLVED, that the bid for water service materials be and is hereby awarded pursuant to the attached summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763; Joseph G. Pollard Co., Inc., 200 Atlantis Avenue, New Hyde Park, New York, 11040; T. Mina Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742; USABluebook, 3781 Burwood Drive, Waukegan, IL, 60085, 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

Thereupon Duly Declared Adopted

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
1	Ford ¾" F1000-3 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal			\$ 16.11	
2	Ford 1" F1000-4 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.			\$ 24.35	
3	Ford 1½" FB1000-6 ballcorp taper thread inlet by pack joint outlet for copper or plastic tubing (CTS)			\$ 62.70	
4	Ford 2" FN1000-7 ballcorp awwa/cc taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.			\$ 103.70	
5	Ford 2" FB1100-7 ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS)			\$ 103.70	
6	Ford ¾" F600-3 AWWA/CC taper thread inlet by flared copper outlet, or equal.			\$ 14.98	
7	Ford 1" F600-4 AWWA/CC taper thread inlet by flared copper outlet, or equal.			\$ 22.88	
8	Ford ¾" L02-33 quarter bend female copper thread by flare copper (less nuts), or equal.			\$ 7.92	
9	Ford ¾" L02-33S quarter bend female copper thread swivel nut by flare copper, or equal.			\$ 12.72	
10	Ford 1" L02-44 quarter bend female copper thread by flare copper (less nuts), or equal.			\$ 15.18	
11	Ford 1" L02-44S quarter bend female copper tread swivel nut by flare copper, or equal.			\$ 12.54	
12	Ford ¾" L04-33S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.			\$ 14.46	
13	Ford 1" L04-44S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.			\$ 19.72	
14	Ford 6" F202-(669, 690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 24.06	
15	Ford 8" F202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 26.99	
16	Ford 10" F202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 33.73	
17	Ford 12" F202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 42.38	
18	Ford 6" FC202-(669,690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 43.78	
19	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 52.46	

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
20	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 61.88	
21	Ford 12" FC202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 68.35	
22	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3"x 4") 180 degrees. In addition, pit wall thickness should be no more than .7" and no less than .3"		\$ 94.71		
23	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".	\$ 262.50			
24	Ford A4-T ductile iron meter pit cover, or equal.	\$ 50.50			
25	Ford MC-36-5 large meter pit cover, or equal.		\$ 366.67		
26	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket			\$ 16.57	
27	Ford ER25AW 2½" elevator ring for a and wabash covers, or equal.			\$ 28.00	
28	Ford ER4AW 4" elevator ring for a and wabash covers, or equal.			\$ 44.25	
29	Ford MC-24-TT large monitor cover			\$ 276.35	
30	Heavy duty frames & covers (see attached spec sheet)			\$ 135.00	
31	Ford Y501 iron yoke bar for 5/8" meter size, or equal.			\$ 9.00	
32	Ford Y503 iron yoke bar for 3/4" meter size, or equal.			\$ 11.91	
33	Ford Y504 iron yoke bar for 1" meter size, or equal.			\$ 15.84	
34	Ford EC-1 5/8" standard expansion connection, or equal.			\$ 10.33	
35	Ford EC-23 ¾" standard expansion connection, or equal.			\$ 11.72	
36	Ford EC-4 1" standard expansion connection, or equal.			\$ 19.66	
37	Ford AV92-313W angle yoke key valve ¾" size x ¾" flare copper x 5/8" meter, or equal.			\$ 17.92	
38	Ford AV92-323W angle yoke key valve ¾" size x ¾" flare copper x ¾" meter, or equal.			\$ 17.92	
39	Ford AV92-444W angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.			\$ 27.61	
40	Ford AV94-313W angle yoke key valve ¾" size x ¾" pack joint (CTS) x 5/8" meter, or equal.			\$ 18.45	
41	Ford AV94-323W angle yoke key valve ¾" size x ¾" pack joint (CTS) x ¾" meter, or equal.			\$ 18.45	
42	Ford AV94-444W angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.			\$ 29.16	
43	Ford HA91-313D angle check valve for yokes 3/4" size x 5/8" meter x 3/4" FIP, or equal.			\$ 25.56	
44	Ford HA91-444D angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.			\$ 26.36	
45	Ford HA92-313d angle check valve for yokes ¾" size x 5/8" meter x ¾" flare copper, or equal			\$ 26.86	
46	Ford HA92-323d angle check valve for yokes ¾" size x ¾" meter x 5/8" flare copper, or equal.			\$ 26.86	
47	Ford B22-333 ball valve curb stop ¾" size x ¾" x ¾" flare copper both ends, or equal.			\$ 32.99	

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
48	Ford B22-444 ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.			\$ 45.56	
49	Ford B44-333 ball valve curb stop 3/4"x3/4"x3/4" pack joint for CTS, ro equal			\$ 32.55	
50	Ford B44-444 ball valve curb stop 1"x1"x1" pack joint for CTS, ro equal			\$ 48.95	
51	Ford B44-666 ball valve curb stop 1 1/2" size x 1 1/2" x 1 1/2" pack joint for copper or plastic (CTS), or equal.			\$ 120.30	
52	Ford B44-777 ball valve curb stop 2" size x 2" x 2" pack joint for copper or plastic (CTS), or equal.			\$ 150.53	
53	Domestic valve box covers	\$ 9.99			
54	Ford A14 meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.			\$ 11.18	
55	Ford C44-33 pack joint coupling 3/4" x 3/4", or equal.			\$ 10.00	
56	Ford C44-34 pack joint coupling 3/4" x 1", or equal.			\$ 11.62	
57	Ford C44-44 pack joint coupling 1" x 1", or equal.			\$ 11.43	
58	Ford C44-66 pack joint coupling 1 1/2" x 1 1/2", or equal.			\$ 35.00	
59	Ford C44-77 pack joint coupling 2" x 2", or equal.			\$ 47.25	
60	Ford C45-33 pack joint coupling 3/4" CTS x 3/4" IP, or equal.			\$ 12.44	
61	Ford C45-34 pack joint coupling 3/4" CTS x 1" IP, or equal.			\$ 15.27	
62	Ford C45-43 pack joint coupling 1" CTS x 3/4" IP, or equal			\$ 12.45	
63	Ford C45-44 pack joint coupling 1" CTS x 1" IP, or equal.			\$ 14.86	
64	Ford C45-45 pack joint coupling 1" CTS x 1 1/2" IP, or equal.			\$ 19.40	
65	Ford C38-23-2.5 straight meter coupling, 5/8" x 3/4" and 3/4" meters x 3/4" MIPT, or equal			\$ 5.38	
66	Ford C38-11-2.375 straight meter coupling, 5/8" meter x 1/2" MIPT, or equal			\$ 4.85	
67	Ford C38-44-2.625 straight meter coupling 1" meter x 1" MIPT, or equal			\$ 8.47	
68	Ford T444-666 1 1/2" x 1 1/2" x 1 1/2" service tee pack joint			\$ 61.16	
69	Ford T444-777 2" x 2" x 2" service tee pack joint			\$ 146.87	
70	Ford C28-44 flared copper coupling 1" to 1" MIP thread, or equal.			\$ 10.76	
71	Ford C02-43 1" female copper thread to 3/4" flare copper, or equal.			\$ 10.95	
72	Ford C02-34 two-piece increasers 3/4" female copper thread x 1" flare copper, or equal.			\$ 11.46	
73	Mueller H-15403 3/4" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 9.82		
74	Mueller H-15403 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 10.71		

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
75	Mueller H-15403 1½" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 34.27		
76	Mueller H-15403 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 46.28		
77	Mueller N-35428 ¾" MIP inlet x Mueller 110 compression connection CTS ¾" outlet, or equal.		\$ 31.10		
78	Mueller N-35428 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.		\$ 33.52		
79	Mueller N-35071 ¾" insulated straight service connection ¾" female copper flare x ¾" CTS outlet, or equal.		\$ 34.50		
80	Mueller P-15381 1 ½" X 1 ½" X 1" service tee pack joining connection for CTS O.D., or equal.		\$ 53.45		
81	Mueller P-15381 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal.		\$ 130.03		
82	Mueller P-15343 1" X 1 ½" two branch-body pack joint connection for CTS O.D. tubing, or equal.		\$ 44.82		
83	Mueller H-15343 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal		\$ 52.08		
84	Mueller H-15346 1" X 2" three branch fitting, or equal.		\$ 73.30		
85	Ford 6" FSL-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.***			\$ 86.68	
86	Ford 8" FSL-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.***			\$ 88.85	
87	Ford 10" FSL-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.***			\$ 116.33	
88	Ford 12" FSL-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.***			\$ 126.56	
89	Ford 6" FSL-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp***			\$ 105.70	
90	Ford 8" FSL-(835, 894, 939, 967) x 15 stainless steel repair clamp ***			\$ 107.55	
91	Ford 10" FSL-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp***			\$ 133.86	
92	Ford 12" FSL-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp***			\$ 147.69	
93	APAC 6" 40LAS-12-(0635, 0696, 0725, 0750, 0785) all stainless steel single panel repair clamp.****		\$ 127.06		
94	APAC 8" 401AS-12-(0835, 0894,0939,0967,0980) all stainless steel single panel rapair clamp. ****		145.88		
95	APAC 10" 401AS-12-(1010, 1050, 1104, 1144, 1180, 1215) all stainless steel single panel repair clamp.****		\$ 186.35		
96	APAC 12" 401AS-12-(1250, 1302, 1350, 1380, 1410, 1440) all stainless steel single panel repair clamp.****		\$ 225.88		
97	Ford 6" FC1 ductile iron coupling with gasket and end rings.			\$ 45.35	
98	Ford 8" FC1 ductile iron coupling with gasket and end rings.			\$ 68.60	
99	Ford 10" FC1 ductile iron coupling with gasket and end rings.			\$ 92.41	

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
100	Ford 12" FC1 ductile iron coupling with gasket and end rings.			\$ 125.45	
101	Mueller 6" MFC0659 maxifit pipe coupling.	\$ 129.44			
102	Mueller 8" MFC0890 maxifit pipe coupling.	\$ 151.99			
103	Mueller 10" MFC1071 maxifit pipe coupling.	\$ 192.82			
104	Mueller 12" MFC1240 maxifit pipe coupling.	\$ 228.22			
105	Mueller 12" MFC1271 maxifit pipe coupling.	\$ 228.22			
106	Mueller 12" MFC1307 maxifit pipe coupling.	\$ 228.22			
107	Ford 4" UFR-1300-(S, C)-4 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 19.75	
108	Ford 6" UFR-1300-(S, C)-6 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 23.41	
109	Ford 8" UFR-1300-(S, C)-8 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 31.31	
110	Ford 10" UFR-1300-(S, C)-10 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 58.72	
111	Ford 12" UFR-1300-(S, C)-12 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 61.69	
112	Ford 6" UFR1400-DA-6 series 1400 wedge action retainer gland, or equal.			\$ 31.00	
113	Ford 8" UFR1400-DA-8 series 1400 wedge action retainer gland, or equal.			\$ 37.33	
114	Ford 10" UFR1400-DA-10 series 1400 wedge action retainer gland, or equal.			\$ 58.46	
115	Ford 12" UFR1400-DA-12 series 1400 wedge action retainer gland, or equal.			\$ 70.45	
116	Ford 6" UFR1400-DA-6-XL series 1400 wedge action retainer gland, or equal.			\$ 38.27	
117	Ford 8" UFR1400-DA-8-XL series 1400 wedge action retainer gland, or equal.			\$ 47.97	
118	Ford 10" UFR1400-DA-10-XL series 1400 wedge action retainer gland, or equal.			\$ 70.13	
119	Ford 12" UFR1400-DA-12-XL Series 1400 wedge action retainer gland, or equal			\$ 81.07	
120	Ford 4" ufa200-(S, C)-4 uni-flange adapter flange series 200, or equal.*****			\$ 24.84	
121	Ford 6" UFA200-(S, C)-6 uni-flange adapter flange series 200, or equal.*****			\$ 29.81	
122	Ford 8" UFA200-(S, C)-8 uni-flange adapter flange series 200, or equal.*****			\$ 40.58	
123	Ford 10" UFA200-(S, C)-10 uni-flange adapter flange series 200, or equal.*****			\$ 66.91	
124	Ford 12" UFA200-(S, C)-12 uni-flange adapter flange series 200, or equal.*****			\$ 78.01	
125	APAC 4" 202-(450 & 510) cast flanged coupling adapter series 202.	\$ 134.02			
126	APAC 6" 202-(691 & 735) cast flanged coupling adapter series 202.	\$ 171.02			
127	APAC 8" 202-(911 & 940) cast flanged coupling adapter series 202.	\$ 235.08			
128	APAC 10" 202-(1110 & 1210) cast flanged coupling adapter series 202.	\$ 425.61			
129	APAC 12" 202-(1320 & 1435) cast flanged coupling adapter series 202.	\$ 470.86			
130	Smith Blair 4" 274 bell joint repair clamp, or equal				\$ 109.35
131	Smith Blair 6" 274 bell joint repair clamp, or equal				\$ 120.50

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
132	Smith Blair 8" 274 bell joint repair clamp, or equal			\$ 156.45	
133	Smith Blair 10" 274 bell joint repair clamp, or equal				\$ 209.00
134	Smith Blair 12" 274 bell joint repair clamp, or equal				\$ 226.25
135	ROMAC 4" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 18.07	
136	ROMAC 6" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 20.73	
137	ROMAC 8" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 31.47	
138	ROMAC 10" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 46.29	
139	ROMAC 12" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 66.88	
140	6" MJ retainer kit for di.				\$ 20.50
141	8" MJ retainer kit for di.				\$ 25.50
142	10" MJ retainer kit for di.				\$ 30.75
143	12" MJ retainer kit for di.				\$ 24.25
144	6" MJ cast iron sleeve, less accessories.		\$ 61.88		
145	8" MJ cast iron sleeve, less accessories.		\$ 81.31		
146	10" MJ cast iron sleeve, less accessories.		\$ 97.67		
147	12" MJ cast iron sleeve, less accessories.		\$ 131.93		
148	6" x 6" x 6" hydrant tee, less accessories.			\$ 80.97	
149	8" x 8" x 6" hydrant tee, less accessories.			\$ 101.42	
150	10" x 10" x 6" hydrant tee, less accessories.			\$ 113.64	
151	12" x 12" x 6" hydrant tee, less accessories.			\$ 141.19	
152	6" mechanical joint with 90° bend, less accessories.			\$ 48.30	
153	6" mechanical joint with 45° bend, less accessories			\$ 39.77	
154	6" mechanical joint with 22° bend, less accessories			\$ 36.36	
155	6" push-on DI pipe C152, specify length 18 ft			\$ 288.18	
156	8" push-on DI pipe c152, specify length 18 ft			\$ 392.58	
157	10" push-on DI pipe c152, specify length 18 ft			\$ 573.12	
158	12" push-on DI pipe c152, specify length 18 ft			\$ 647.46	
159	Mueller 6" A-2360 MJ resilient wedge gate valve.		\$ 459.16		
160	Mueller 8" A-2360 MJ resilient wedge gate valve.		\$ 731.29		
161	Mueller 10" A-2360 MJ resilient wedge gate valve.		\$ 1,140.22		
162	Mueller 12" A-2360 MJ resilient wedge gate valve.		\$ 1,442.79		
163	Mueller 6" HC-2360-44-d-150 MJ cut-in valve.		\$ 733.82		

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
164	Mueller 8" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,134.68		
165	Mueller 10" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,140.22		
166	Mueller 12" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,442.79		
167	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with acuagrip foot & 5' bury.		\$ 1,620.00		
168	Mueller Super Centurion 6" hydrant extension kit.				\$ 149.00
169	Mueller Super Centurion 1' hydrant extension kit.		\$ 261.83		
170	Clow Medalion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.			\$ 1,259.00	
171	Clow Medalion 6" hydrant extension kit.			\$ 217.80	
172	Clow Medalion 1' hydrant extension kit.			\$ 255.56	
173	Kennedy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.	No Bid	No Bid	No Bid	No Bid
174	Kennedy 6" hydrant extension kit.	No Bid	No Bid	No Bid	No Bid
175	Kennedy 1' hydrant extension kit.	No Bid	No Bid	No Bid	No Bid
176	Eddy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.			\$ 1,635.36	
177	Mueller Super Centurion 250 fire hydrant breakaway repair kit.		\$ 90.64		
178	Mueller improved fire hydrant breakaway repair kit with brass safety stem coupling.		\$ 90.64		
179	Clow H-2640 fire hydrant breakaway repair kit.	No Bid	No Bid	No Bid	No Bid
180	Clow medalion fire hydrant breakaway repair kit.				\$ 101.00
181	6" pipe clamp and washers.			\$ 17.68	
182	8" pipe clamp and washers.			\$ 21.00	
183	10" pipe clamp and washers.		\$ 22.44		
184	12" pipe clamp and washers.		\$ 25.50		
185	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket <u>50</u>).		\$ 167.00		
186	Bucket of ductile iron duc-lugs (specify quantity in bucket <u>50</u>).		\$ 66.25		
187	3/4" tie bolts		\$ 1.38		
188	3/4" x 6' threaded hydrant rod.	\$ 5.28			
189	3/4" threaded rod coupling nut.		\$ 1.01		
190	1" x 100' type "K" copper.	\$ 390.95			
191	3/4" x 100' type "K" copper.	\$ 299.54			
192	3/4" x 300' PVC tubing, water grade rated at 160-200 psi.			\$ 60.03	
193	1" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 95.41			
194	1 1/2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 214.84			

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
195	2" x 300' PVC tubing, water grade rated at 160-200 psi.		\$ 166.87		
196	25 lbs. lead wool (Indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10.00/25 lb).	\$23.80/5lbs			
197	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 439.36		
198	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 472.73		
199	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 603.42		
200	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 900.27		
201	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 956.58		
202	4" full-face flange gasket and bolt kit-1/8" thickness.		\$ 6.86		
203	6" full-face flange gasket and bolt kit-1/8" thickness.		\$ 11.00		
204	8" full-face flange gasket and bolt kit-1/8" thickness.		\$ 11.65		
205	10" full-face flange gasket and bolt kit-1/8" thickness.		\$ 25.88		
206	12" full-face flange gasket and bolt kit-1/8" thickness.		\$ 27.82		
207	Reflective fiberglass hydrant flag, plate-mount flat, 64" x .375", red & white color.		\$ 12.34		
208	Reflective mini flag, 4" X 5" for .375 shaft, red & white color.		\$ 7.51		
209	¾" CC drill & tap for "Mueller B101" tapping machine.		\$ 140.47		
210	1" CC drill & tap for "Mueller B101" tapping machine.		\$ 186.61		
211	1 ¼" carbide tip hole saw cutter.	\$ 25.00			
212	¼" carbide tip pilot cutter.	\$ 12.00			
213	Silver reflective paint (price per quart).		\$ 98.13		
214	Orange hydrant paint (price per gallon).				\$ 28.50
215	Markout paint (AWWA blue) 20 oz. cans, or equal		\$ 2.61		
216	MA013922 food-grade anti-seize, 1 lb., or equal				\$ 13.00
217	SIGMA 1" cast iron valve box riser.			\$ 5.38	
218	SIGMA 2" cast iron valve box riser			\$ 7.18	
219	SIGMA 3" cast iron valve box riser.			\$ 9.44	
220	SIGMA 4" cast iron valve box riser.			\$ 13.54	
221	SIGMA valve box complete with covers & 16" top section (all cast iron), domestic			\$ 51.58	
222	16" ductile iron valve box top flange top section with cover, domestic			\$ 31.83	
223	SIGMA valve box bottom section (cast iron), domestic			\$ 33.68	
224	SIGMA 16" case iron line valve box top section.			\$ 21.05	
225	SIGMA 26" cast iron line valve box top section.			\$ 24.21	

WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 7/27/09

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
226	Buffalo-type 2 ½" cast iron curb box.	\$ 34.67			
227	Buffalo-type 3" cast iron curb box.	No Bid	No Bid	No Bid	No Bid
228	Mueller H-10373 2 ½" repair lids for new style Buffalo-type curb box.			\$ 9.78	
229	Mueller H-10373 3" repair lids for new style Buffalo-type curb box.		\$ 13.28		
230	Mueller H-10374 2 ½" repair lids for new style Buffalo-type curb box.			\$ 3.50	
231	Mueller H-10374 3" repair lids for new style Buffalo-type curb box.		\$ 13.28		
232	Mueller H-10310 curb box complete for 1 ½" x 2" service, or equal			\$ 19.73	
233	CH15535 ¾" copper disk		\$ 1.43		
234	CH15535 1" copper disk		\$ 1.43		

TOWN OF RIVERHEAD

Resolution # 945

APPOINTS PART-TIME KENNEL ATTENDANTS

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

WHEREAS, vacancies exist for the positions of part-time Kennel Attendants at the Riverhead Town Animal Shelter; and

WHEREAS, the jobs were duly posted for, job posting #8, the positions were duly advertised for, interviews were conducted; and

WHEREAS, pending the results of successful background checks, a recommendation of suitable candidates has been made by the Chief of Police and the Personnel Officer,

NOW THEREFORE BE IT RESOLVED, that effective October 7, 2009, this Town Board hereby appoints Marcelaina LeCann and Margaret Schwarz to the positions of part-time Kennel Attendants at the Riverhead Town Animal Shelter at the hourly rate of \$9.00; 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

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 946

AWARDS BID FOR PROPANE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

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

WHEREAS, 2 bids were received and opened at 11:00 am on September 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 PROPANE be and hereby is, awarded to AMERIGAS PROPANE for PLUS .249 over margin posting; and be it further

RESOLVED, the Town Clerk be and is hereby authorized to forward a copy of this resolution to AMERIGAS PROPANE and the Purchasing 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
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #947

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 62 ENTITLED
"EXCAVATIONS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 62 entitled "Excavations" of the Riverhead Town Code to be posted on the sign board of the Town; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:20 o'clock p.m. to consider a local law amending Chapter 62 entitled "Excavations" of the Riverhead Town Code as follows:

**CHAPTER 62
EXCAVATIONS**

§ 62-5 4. Application for permit.

~~A. Before any excavation, exportation or importation is commenced for any purpose other than those exempted in § 62-4 of this chapter, the owner, lessee or agent of the premises shall obtain a written permit therefor from the Town Board of the Town of Riverhead. For that purpose, such owner, lessee or agent shall file with the Building Inspector of the Town of Riverhead a verified application, in duplicate, for such permit, containing a detailed statement of the proposed work, together with a plan prepared by a duly licensed engineer or land surveyor of the State of New York, setting forth in detail or including the following information:~~

The owner, lessee or agent of the premises shall obtain a Chapter 62 Permit or Certificate of Exemption prior to the excavation, exportation or importation of material as defined in Chapter 62. The owner, lessee or agent of the premises shall obtain a Chapter 62 Permit or Certificate of Exemption pursuant to §62-5 of this Chapter from the Town Board of the Town of Riverhead. Note: a Permit or Certificate of Exemption shall not entitle applicant to clear or grade without obtaining approvals required under §108-129(B) and (D) and/or Chapter 63. For that purpose, such owner, lessee or agent shall file with the Building Inspector of the Town of Riverhead a verified application, in duplicate, for such permit or request for exemption containing a detailed statement of the proposed work, together with a plan prepared by a duly licensed engineer or land surveyor of the State of New York or a plot plan reviewed and approved by Natural Resources Conservation Service or Suffolk County Soil and Water Conservation for agricultural production as defined in §108-3 or such other activities that may qualify for Certificate of Exemption, setting forth in detail or including the following information:

§ 62-4 5. Exempt premises.

~~The following uses and operations by an owner or lessee of premises or by his agent are hereby exempt from the application of this chapter:~~

- ~~A. Importation, excavation or exportation of material as defined in this chapter when such importation, excavation or exportation is made for the purpose of farming.~~
- ~~B. Excavation by dredging operations within existing navigable waters.~~
- ~~C. Importation, excavation or exportation of material as defined in this chapter when such importation, excavation or exportation is necessary for the construction of a single-family residence.~~

~~D. Excavation or exportation of material as defined in this chapter for soil borings~~

A. The following uses and operations by an owner or lessee of premises or by his agent qualify for an exemption from the provisions of this chapter such that applicant may obtain a Certificate of Exemption from the Town Board:

(1) An applicant may qualify for a Certificate of Exemption for excavation by dredging operations within existing navigable waters upon demonstration of approval by appropriate town, county, state or federal agencies or departments.

(2) An owner or lessee engaged in agricultural production, as defined in Article 25AA of the Agriculture and Markets Law and §108-3 of the Town Code, on lands which qualify for an agricultural assessment, pursuant to Article 25AA of the Agriculture and Markets Law, seeking to remove soil incidental to the harvesting of crops or such other agricultural production shall be exempt from Chapter 62. An applicant may qualify for a Certificate of Exemption for importation or excavation of material as defined in this chapter provided that such importation or excavation is necessary for the purpose of establishing an agricultural operation as defined in 108-3. As provisions set forth in Chapter 108 and Chapter 44 of the Town Code make clear that preservation of prime agricultural soils is an important goal of the Town of Riverhead and removal of soils may threaten the long term agricultural viability of the land, the exportation of material will not be eligible for a Certificate of Exemption.

B. The following uses and operations by an owner or lessee of premises or by his agent qualify for an exemption from the provisions of this chapter such that applicant may obtain a Certificate of Exemption from the Building Administrator:

(1) An applicant may qualify for a Certificate of Exemption for importation, excavation or exportation of material as defined in this chapter when such importation, excavation or exportation is necessary for the construction of a single family residence and accessory uses related to single family residence subject to applicant obtaining permit approval pursuant to Chapter 52 from the Building Department for such residence or accessory uses, upon submission of a copy of the building permit and survey indicating the amount of material imported, excavated or exported required for said construction.

(2) An applicant may qualify for a Certificate of Exemption for the excavation or exportation of material as defined in this chapter for soil borings provided that the material excavated or exported is limited to the amount required to obtain the boring sample.

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

Dated: Riverhead, New York
October 6, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

10/06/09

Adopted

TOWN OF RIVERHEAD

Resolution #948

**AUTHORIZES THE SUPERVISOR TO EXECUTE
A RETAINER AGREEMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Town of Riverhead requires the assistance of legal counsel with regard to labor matters, and

WHEREAS, Richard Zuckerman, Esq. of Lamb and Barnosky, LLP have represented that Town well for many years in this area,

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement, 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
Thereupon Duly Declared Adopted

LAMB & BARNOSKY, LLP

ATTORNEYS AT LAW

CATHLEEN D. ALLEN
EUGENE R. BARNOSKY
SHARON N. BERLIN*
ROBERT H. COHEN
MICHELLE S. FELDMAN
MARCIA L. FINKELSTEIN
STEVEN GODSBERG
MICHAEL J. HELLER**
GARY HOLMAN
SCOTT M. KARSON
MICHAEL KRAUTHAMER***
P.L. LAMB
ARTHUR A. LANE
JOEL M. MARKOWITZ
PATRICE DOWD SHENN
JEFFREY A. ZANKEL
RICHARD K. ZUCKERMAN

* ALSO ADMITTED IN CT
** ALSO ADMITTED IN NJ
*** ALSO ADMITTED IN MA

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SERVICE BY E-MAIL OR FACSIMILE NOT ACCEPTED

COUNSEL
DIANE J. MOFFET
HON. MICHAEL F. MULLEN
RITA FISHMAN SHEENA
VIRGINIA MEDICI WYLLY

OF COUNSEL
LLOYD K. CHANIN
SAMUEL H. GOLDEN****
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ASSOCIATES
VICTOR A. ADEFUYE
LISA A. AZZATO*****
LINDSAY TOWNSEND CROCKER
MARA N. HARVEY
ALYSON MATHEWS
LAUREN SCHNITZER**
ERICA B. TANNENBAUM
MARGARET K. TERRY
JANE C. TUCKER*****

**** ALSO ADMITTED IN FL
***** ALSO ADMITTED IN GA, FL & DC
***** ALSO ADMITTED IN DC

August 5, 2009

Hon. Phil Cardinale
Town Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 19010

Re: Retainer Agreement

Dear Supervisor Cardinale:

Thank you for your and the Town's interest in continuing the retention of Lamb & Barnosky, LLP. This letter will confirm the scope and terms of our continued representation and will ensure that we have a clear understanding of these matters from the outset of the new retainer term.

SCOPE OF REPRESENTATION

The scope of this representation will continue to include representation as special counsel for all labor and employment matters for the period June 1, 2009 through May 31, 2012.

FEES AND COSTS

Our fees for services will continue to be based upon a variety of facts, including the time and labor involved; the difficulty of the questions and the skill required to perform those services properly; time limitations imposed either by the Town or by the circumstances; the nature and length of the professional relationship between us; and the experience of the lawyers assigned to do the work. The hourly billing rates for attorneys and paralegals in our firm vary and are re-adjusted periodically.

Notwithstanding this fee schedule, we have agreed to a retainer arrangement that will continue to include our professional services on all labor and employment matters on which we are consulted, including one round of collective bargaining negotiations with each of the PBA, SOA and CSEA units, but exclusive of administrative hearings, arbitrations and other litigation, personnel matters involving individual employees, investigations and all other matters. The fee for this retainer shall be \$36,000 per year for the period June 1, 2009 – May 31, 2010; \$38,000 per year for the period June 1, 2010 – May 31, 2011; and \$40,000 per year for the period June 1, 2011 – May 31, 2012; payable in equal advance quarterly installments.

If requested to represent the Town in matters outside of the scope of this retainer, we have agreed to continue to cap our hourly rates at a special discounted rate of \$250 per hour for a partner's or counsel's time, \$175 for an associate attorney's time, and not more than \$135 per hour for recent law graduates, legal interns, summer associates and paralegal assistants. It is understood that our firm regularly reviews and adjusts its rates each year, and that any change in our rates will be made only upon prior notice to the Town.

Beyond hourly fees, certain other costs and expenses may continue to be incurred in this representation. These disbursements might include Federal Express charges, filing fees, photocopying expenses, fax charges, computerized legal research, travel expenses, and similar items. These costs and expenses will continue to be billed in the same manner as our fees or we may ask the Town to make direct payment to the party making the charge.

We will continue to represent you by using lawyers who are best suited to handle issues as they arise. We will do everything we can to staff your work efficiently so that the charges you incur are reasonable and consistent with your requirements. I will continue to be the primary attorney responsible for handling the Town's matters.

MONTHLY STATEMENTS

We will continue to render a monthly statement to the Town for services rendered. Our statements will indicate the nature of the work done during the time period covered by the statement and the fees for those services, as well as costs advanced by us. Invoices are payable upon receipt. Interest at the rate of twelve percent (12%) per annum will accrue on balances, which are outstanding for more than 30 days.

If a dispute arises between the Town and us regarding our fee, the Town may seek to resolve the dispute by arbitration under the New York State Fee Dispute Resolution Program as set forth in Part 137 of the Rules of the Chief Administrator of the Courts.

The fee dispute resolution program is administered in Suffolk County by the Suffolk County Bar Association (631-234-5511).

TERMINATION OF REPRESENTATION

Our representation may be terminated by the Town or this law firm at any time. If this firm wishes to withdraw from the representation for any reason, the Town will not unreasonably withhold consent for us to do so. If at any time the Town wishes to terminate our representation, please advise us in writing, and we will then deliver a final statement to the Town. If we should determine to withdraw as counsel, we will provide a final statement in the same manner.

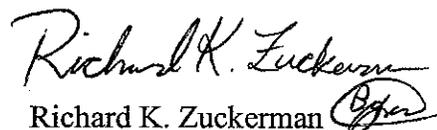
APPROVAL

If the Town agrees to the terms of our representation as set forth in this letter, please sign on the line provided at the close of this letter and return the signed copy to us together with a copy of the Town Board minutes approving our retention.

By signing this retainer letter, you consent to being listed as a representative client in the Firm's brochure, website and related promotional materials.

Thank you very much again for having asked us to undertake this representation. If you have any questions concerning our fees and costs, or the scope of the legal services we will provide, please call me at your earliest convenience.

Very truly yours,


Richard K. Zuckerman

READ AND AGREED TO:

Town of Riverhead

By: _____

cc: Dawn Thomas, Esq.

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution #949

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(108-3 Definitions-Building Trade Shop)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code to be posted on the sign board of the Town; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:25 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING**

§ 108-3. Definitions; word usage.

B. For the purpose of this chapter, certain terms and words are herewith defined as follows:

~~BUILDING TRADE SHOP -- A building housing construction operations, including carpentry, electrical, plumbing, HVAC, roofing, painting, landscaping and similar trades. Any accessory outdoor storage must be completely screened.~~

BUILDING TRADE SHOP – A building or part thereof, which may include office space, storage and preparation space for use by the practitioner of a building trade such as a builder, carpenter, cabinetmaker, electrician, mason, painter, paperhanger, plumber, roofer or sign painter and such other trades primarily concerned with the construction and finishing of buildings.

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

Dated: Riverhead, New York
October 6, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

10/6/2009

Adopted

TOWN OF RIVERHEAD

Resolution #950

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(108-298 Uses)**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code to be posted on the sign board of the Town; 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
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2009 at 2:30 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING**

§ 108-298. Uses

A. Permitted uses:

~~(12) Residential units on upper floors with a minimum unit size of 650 square feet.~~

Residential units on upper floors subject to the following conditions:

(a) Studio apartments or efficiency units consisting of not more than one habitable room together with kitchen or kitchenette and sanitary facilities shall have a minimum of 300 square feet and maximum of 450 square feet.

(b) Except as set forth in 12(a) above, the dwelling unit may contain one kitchen, one dining room, one living room, one or two bathrooms and up to two bedrooms. Rooms designated as dens, libraries, studios, family rooms, bonus rooms, computer rooms, or any similarly named room, shall be deemed to be additional bedrooms, unless the room is designed such that the dimensions are less than 70 square feet or as part of an open floor plan design.

(c) The application for site plan approval must include all floor plans which demonstrate compliance with provision (12) (a) and (b) above.

*Note: Subsequent to the date of enactment of this article, upon the issuance of certificates of occupancy for 500 residential units, such residential units as set forth in §108-298(A)~~(13)~~ (12)

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

Dated: Riverhead, New York
October 6, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 951

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH NEW YORK STATE PARKS FOR MIAMOGUE POINT PROPERTY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation and Historic Preservation ("NYS Parks") to provide funds for acquisition and development of public recreational areas; and

WHEREAS, the Town of Riverhead through the Community Development Department has secured funds from NYS Parks in the amount of \$350,000 to provide funds to the Town of Riverhead for the acquisition and development of the Miamogue Point Property as a public access point and facility (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts and related project documents with NYS Parks subject to review and approval of such contract by the Town Attorney, 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

Thereupon Duly Declared Adopted

STATE AGENCY (Name & Address):

**New York State Office of Parks,
Recreation and Historic
Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238**

NYS COMPTROLLERS NUMBER: **C406044**

NYS AGENCY NUMBER: **EPF-406044-L7**

ORIGINATING AGENCY CODE: **49070**

REGION: **LI**

CONTRACTOR (Name & Address):

**Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901**

TYPE OF PROGRAM

**ENVIRONMENTAL PROTECTION FUND
PKS**

CHARITIES REGISTRATION NUMBER:
N/A

INITIAL CONTRACT PERIOD:

**CONTRACTOR IS UP-TO-DATE
with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency**

FROM: **October 20, 2006**
TO: **December 31, 2011**

FEDERAL TAX ID NUMBER:
N/A

MUNICIPALITY NUMBER:
470371600000

FUNDING AMOUNT FOR INITIAL PERIOD:
\$350,000.00

STATUS

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A
SECTARIAN ENTITY

FROM: N/A
TO: N/A

CONTRACTOR IS NOT A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- APPENDIX A...Standard Clauses for All New York State Contracts
- APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation
- APPENDIX B...Budget
- APPENDIX C...Payment and Reporting Schedule
- APPENDIX D...Program Workplan
- APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- APPENDIX E...Special Conditions and Requirements
- APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPF-406044-L7**

CONTRACTOR:

Town of Riverhead

STATE AGENCY:

New York State Office of Parks, Recreation, and Historic Preservation

By:

Printed Name:

Printed Title:

Date:

By:

Date:

State Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of in the year , 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.

Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the

Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER AND/OR FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national

origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient.

STANDARD CLAUSES FOR NYS CONTRACTS

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned

business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A1

Clauses Required by
Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.
 - I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
- III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
- IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
- V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
- VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
- VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority/Women Owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:
- Empire State Development
 - Division Minority and Women's Business Development
 - 30 South Pearl Street
 - Albany, NY 12245
 - Phone: (518) 292-5250 / Fax: (518) 292-5803
- II. Definition. For the purposes of these clauses, the following definition shall apply:
- (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

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- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include:
 - (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;

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- (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
- (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractor's receipt of a notice that the statement of remedy was untimely or inadequate.
- (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
- (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
- (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?

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- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

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- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

- 4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

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APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

EXPENSES:

Acquisition To include: purchase of 2.6 acres	\$2,250,000*
Development To include: gravel parking lot and boardwalk	<u>\$ 100,000</u>
TOTAL COST	\$2,350,000

FUNDING BREAKDOWN:

STATE Share \$ 350,000
CONTRACTOR Share \$2,000,000

*Original appraisal reports shall be prepared for each parcel to be acquired (fee simple, in rem, donation) in accordance with the STATE's standards and shall be submitted to and approved by the STATE. Once the STATE's review is complete, the "Appendix B-Budget" and the Funding Amount (identified on the face page hereof) may be amended as appropriate to reflect the fair market value as determined by the STATE. In no instance will the Funding Amount be adjusted upward. A fully executed amendment to reflect any appropriate adjustment must be on file with the STATE prior to the release of any funds.

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APPENDIX C - PAYMENT AND REPORTING SCHEDULE
ACQUISITION AND DEVELOPMENT

I. Amount of Grant Award: **\$350,000.00**

II. The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

III. The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR in installment payments as follows:

A. INSTALLMENTS: CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, and expenditure and project documentation to the satisfaction of the STATE and clear title documentation to the satisfaction of the Attorney General. No more than 3 installments shall be allowed prior to the final installment.

B. A FINAL INSTALLMENT of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) documentation verifying the recording of the Preservation Covenant (a copy of the recorded document, showing Liber and Page Number) for Historic Preservation projects only, (7) for Parks projects, documentation verifying the recording of the Conservation Easement (a copy of the recorded document, showing Liber and Page Number) if project is sponsored by a not-for-profit organization, a list of facilities developed and acres acquired, an as-built and as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownerships and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (8) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (9) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

May be prepared on one map.

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- IV.** Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.
- V.** The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.
- VI.** The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, and Attention: Grants Unit, 16th Floor.
- VII.** Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.
- VIII.** The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.
- XI.** The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE

Town of Riverhead
Acquisition of Peconic Bay-Miamogue Point
EPF-406044-L7

APPENDIX D - PROGRAM WORKPLAN

I. PROJECT NARRATIVE: The Town of Riverhead will acquire and develop a vacant 2.6 acre parcel located on the waterfront in South Jamesport. The subject parcel is one of few remaining access points for the public on the Peconic Bay in the town. Three distinct and demonstrated threats to this parcel for condominium development, restaurant development and residential development make this acquisition for additional public recreational opportunities in the town a priority. Development will include parking, landscaping, a boardwalk and playground.

II. ARTICLE 15A PARTICIPATION: The STATE has established the following goals for the participation of certified minority and women-owned businesses (MWBES) on this project:

MBEs: 8% of total dollar value
WBEs: 7% of total dollar value

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

III. PROJECT SCHEDULE: The following Schedule is a recommended timeframe for monitoring major thresholds, which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

ITEM

DATE DUE

THE FOLLOWING ITEMS MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS

Documentation of clear title as required by the Attorney General's Office	September 2009
Phase I Archeological Survey	October 2009
Permits from DEC and/or COE	October 2009

UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:

Construction Bidding Process Commences	January 2010
Bid Award	March 2010
M/WBE Utilization Program	March 2010
Start of Construction	April 2010
M/WBE MONTHLY BEGINNING	April 2010
Payment Requests	ONGOING
Project Completion	July 2010
Close-out Documentation Requirements (See Appendices C and E)	August 2010

Town of Riverhead
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APPENDIX X - MODIFICATION AGREEMENT FORM

Period From: Agency Code: 49070
To: Project #: 406044
Contract #: C406044
Funding Amount for Period:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead, having its principal office at 200 Howell Avenue, , Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C406044, as amended in attached Appendix..

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks,
Recreation and Historic Preservation

By:

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Date:

STATE OF NEW YORK

)

) SS.:

County of

)

On the day of in the year , 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.

(Notary Public, State of New York)

ATTORNEY GENERAL

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

Town of Riverhead
Acquisition of Peconic Bay-Miamogue Point
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APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
PKS PROJECTS

***I.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in **perpetuity**.

II. In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

***III.** The CONTRACTOR shall provide the following documentation to the STATE prior to the final execution of this AGREEMENT:

A copy of the Good Faith Effort Program Outline.

IV. The CONTRACTOR has stated that this project requires permits from either the NYS Department of Environmental Conservation (DEC) and/or the US Army Corp of Engineers (CEO). A copy of all required permit(s) or a letter(s) from the appropriate Agency which states that no permit is required must be filed with the STATE.

V. Due to the potential for ground disturbance resulting from this project, an archeological survey is required unless substantial prior ground disturbance can be documented. Documentation of prior ground disturbance, or a proposal for archeological testing, must be reviewed and approved by the STATE before undertaking either the testing or ground disturbance.

VI. The CONTRACTOR shall provide clear title documentation to the satisfaction of the Attorney General.

VII. Pursuant to Section 441.1(b) of the Rules and Regulations for the Environmental Protection Act of 1993, eligible acquisition projects shall include acquisition within three years prior to the application deadline. For purposes of this AGREEMENT, the retroactive window opened May 26, 2003.

*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

Town of Riverhead
Acquisition of Peconic Bay-Miamogue Point
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APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

I. Construction Requirements.

A. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the CONTRACTOR has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the CONTRACTOR of any voucher for payment for such services.

B. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

C. Contracts for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

D. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design /construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

E. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

F. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

G. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

H. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Town of Riverhead
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II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

III. Funding. The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

IV. Termination. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

V. Alienation.

A. The CONTRACTOR shall not at any time sell or convey any facility acquired or developed pursuant to this AGREEMENT or convert such facility to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the STATE.

B. In addition to the provisions of subparagraph (A) of this section, and notwithstanding anything to the contrary contained herein, the CONTRACTOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the project, in whole or in part, unless it shall have first received the approval of the STATE.

C. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project in **perpetuity**. The CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.

TOWN OF RIVERHEAD

Resolution # 952

**AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH NEW YORK STATE
PARKS FOR WEEPING WILLOW PROPERTY**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation and Historic Preservation ("NYS Parks") to provide funds for acquisition and development of public recreational areas; and

WHEREAS, the Town of Riverhead through the Community Development Department has secured funds from NYS Parks in the amount of \$500,000 to provide funds to the Town of Riverhead for the acquisition and development of the Weeping Willow property as a public access point and facility (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts and related project documents with NYS Parks subject to review and approval of such contract by the Town Attorney, 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

Thereupon Duly Declared Adopted

STATE AGENCY (Name & Address):

**New York State Office of Parks,
Recreation and Historic
Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238**

NYS COMPTROLLERS NUMBER: **C407033**

NYS AGENCY NUMBER: **EPF-407033-L4**

ORIGINATING AGENCY CODE: **49070**

REGION: **LI**

CONTRACTOR (Name & Address):

**Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901**

TYPE OF PROGRAM

**ENVIRONMENTAL PROTECTION FUND
PKS**

CHARITIES REGISTRATION NUMBER:
N/A

INITIAL CONTRACT PERIOD:

FROM: **November 30, 2007**

TO: **December 31, 2011**

**CONTRACTOR IS UP-TO-DATE
with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency**

FEDERAL TAX ID NUMBER:
N/A

MUNICIPALITY NUMBER:
470371600000

FUNDING AMOUNT FOR INITIAL PERIOD:
\$500,000

STATUS

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A
SECTARIAN ENTITY

FROM: N/A

TO: N/A

CONTRACTOR IS NOT A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

APPENDIX A...Standard Clauses for All New York State Contracts

APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation

APPENDIX B...Budget

APPENDIX C...Payment and Reporting Schedule

APPENDIX D...Program Workplan

APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

APPENDIX E...Special Conditions and Requirements

APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPT-407033-L4**

CONTRACTOR:

Town of Riverhead

STATE AGENCY:

New York State Office of Parks, Recreation, and Historic Preservation

By:

Printed Name:

Printed Title:

Date:

By:

Date:

State Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of in the year , 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.

Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the

STANDARD CLAUSES FOR NYS CONTRACTS

Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national

origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient.

STANDARD CLAUSES FOR NYS CONTRACTS

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned

business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A1

Clauses Required by
Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.
 - I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
 - III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
 - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because or race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
 - IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
 - V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
 - VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
 - VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority/Women Owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803
 - II. Definition. For the purposes of these clauses, the following definition shall apply:
 - (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

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- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include;

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- (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractor's receipt of a notice that the statement of remedy was untimely or inadequate.
 - (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
 - (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
 - (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?

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- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?
- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

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- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

- 4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

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APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

EXPENSES:

Acquisition	\$1,250,000*
To include: Purchase of .454 acres	
Development	\$ 210,000
To include: Demolition of existing structure and development of parking, boat access and walkways	
TOTAL COST	\$1,460,000

FUNDING BREAKDOWN:

STATE Share \$500,000
CONTRACTOR Share \$960,000

*Original appraisal reports shall be prepared for each parcel to be acquired (fee simple, in rem, donation) in accordance with the STATE's standards and shall be submitted to and approved by the STATE. Once the STATE's review is complete, the "Appendix B-Budget" and the Funding Amount (identified on the face page hereof) may be amended as appropriate to reflect the fair market value as determined by the STATE. In no instance will the Funding Amount be adjusted upward. A fully executed amendment to reflect any appropriate adjustment must be on file with the STATE prior to the release of any funds.

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APPENDIX C - PAYMENT AND REPORTING SCHEDULE
ACQUISITION AND DEVELOPMENT

I. Amount of Grant Award: **\$500,000**

II. The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

III. The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR in installment payments as follows:

A. INSTALLMENTS: CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, and expenditure and project documentation to the satisfaction of the STATE and clear title documentation to the satisfaction of the Attorney General. No more than 3 installments shall be allowed prior to the final installment.

B. A FINAL INSTALLMENT of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) documentation verifying the recording of the Preservation Covenant (a copy of the recorded document, showing Liber and Page Number) for Historic Preservation projects only, (7) for Parks projects, documentation verifying the recording of the Conservation Easement (a copy of the recorded document, showing Liber and Page Number) if project is sponsored by a not-for-profit organization, a list of facilities developed and acres acquired, an as-built and as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownerships and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (8) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (9) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

* May be prepared on one map.

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- IV.** Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.
- V.** The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.
- VI.** The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, and Attention: Grants Unit, 16th Floor.
- VII.** Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.
- VIII.** The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.
- IX.** The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE

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APPENDIX D - PROGRAM WORKPLAN

I. PROJECT NARRATIVE: The Town of Riverhead proposes to acquire property improved with a substandard commercial use located on West Main Street in Riverhead, along the banks of the Peconic River, a nationally recognized Peconic Estuary. The commercial use covers 100% of the parcel with a deteriorated motel and parking lot and contributes both stormwater runoff and septic discharges into the river. Once cleared, the property would be improved with amenities to allow for public access to the Peconic River for passive recreational enjoyment. Acquisition of this property for conservation purposes would serve to further implement the adopted Critical Lands Protection Strategy of the Peconic Estuary Program, the Town of Riverhead Local Waterfront Revitalization Plan, and the Long Island North Shore Heritage Area Management Plan.

II. ARTICLE 15A PARTICIPATION: The STATE has established the following goals for the participation of certified minority and women-owned businesses (MWBES) on this project:

MBEs: 8% of total dollar value

WBEs: 7% of total dollar value

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

III. PROJECT SCHEDULE: The following Schedule is a recommended timeframe for monitoring major thresholds, which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

<u>ITEM</u>	<u>DATE DUE</u>
THE FOLLOWING ITEMS MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS	
Purchase Agreement	October 31, 2008
Acquisition of Property	July 31, 2009
Documentation of clear title as required by the Attorney General's Office	August 31, 2009
Permits from DEC and/or COE	August 31, 2009
UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:	
Construction Bidding Process Commences	September 30, 2009
Bid Award	February 1, 2010
M/WBE Utilization Program	February 28, 2010
Start of Construction	April 1, 2010
M/WBE MONTHLY BEGINNING	April 1, 2010
Payment Requests	ONGOING
Project Completion	July 31, 2010
Close-out Documentation Requirements (See Appendices C and E)	August 31, 2010

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APPENDIX X - MODIFICATION AGREEMENT FORM

Period From: Agency Code: 49070
To: Project #: 407033
Contract #: C407033
Funding Amount for Period:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead, having its principal office at 200 Howell Avenue, , Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C407033, as amended in attached Appendix..

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

Town of Riverhead

By:

Printed Name:

Printed Title:

Date:

STATE OF NEW YORK

County of

STATE AGENCY:

New York State Office of Parks,
Recreation and Historic Preservation

By:

Date:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

)
) SS.:
)

On the day of in the year , 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.

ATTORNEY GENERAL

(Notary Public, State of New York)

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

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APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
PKS PROJECTS

***I.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in **perpetuity**.

II. In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

***III.** Documentation of compliance with the requirements of the State Environmental Quality Review Act (SEQR). Contractor shall complete parts II and III of the Environmental Assessment Form.

IV. The CONTRACTOR has stated that this project requires permits from either the NYS Department of Environmental Conservation (DEC) and/or the US Army Corp of Engineers (CEO). A copy of all required permit(s) or a letter(s) from the appropriate Agency which states that no permit is required must be filed with the STATE.

V. The CONTRACTOR shall provide clear title documentation to the satisfaction of the Attorney General.

VI. Pursuant to Section 441.1(b) of the Rules and Regulations for the Environmental Protection Act of 1993, eligible acquisition projects shall include acquisition with in three years prior to the application deadline. For purposes of this AGREEMENT, the retroactive window opened June 29, 2004.

*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

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APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

I. Construction Requirements.

A. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the CONTRACTOR has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the CONTRACTOR of any voucher for payment for such services.

B. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

C. Contracts for construction in excess of twenty thousand dollars (\$20,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

D. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design /construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

E. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

F. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

G. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

H. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

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II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

III. Funding. The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

IV. Termination. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

V. Alienation.

A. The CONTRACTOR shall not at any time sell or convey any facility acquired or developed pursuant to this AGREEMENT or convert such facility to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the STATE.

B. In addition to the provisions of subparagraph (A) of this section, and notwithstanding anything to the contrary contained herein, the CONTRACTOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the project, in whole or in part, unless it shall have first received the approval of the STATE.

C. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project in **perpetuity**. The CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.

Adopted

RESOLUTION # <u>953</u> ABSTRACT #09-38 September 24,2009 (TBM 10/06/09)				
Councilwoman <u>Blass</u> offered the following Resolution which was seconded by				
Councilman <u>Dunleavy</u> .				
FUND NAME			09/17/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,104,822.87	1,104,822.87
RECREATION PROGRAM FUND	6		3,882.56	3,882.56
ECONOMIC DEVELOPMENT ZONE FUND	30		3,608.78	3,608.78
HIGHWAY FUND	111		125,120.08	125,120.08
WATER DISTRICT	112		74,320.74	74,320.74
RIVERHEAD SEWER DISTRICT	114		168,735.70	168,735.70
REFUSE & GARBAGE COLLECTION DI	115		9,145.58	9,145.58
STREET LIGHTING DISTRICT	116		8,617.52	8,617.52
PUBLIC PARKING DISTRICT	117		360.12	360.12
BUSINESS IMPROVEMENT DISTRICT	118		457.86	457.86
AMBULANCE DISTRICT	120		340.00	340.00
EAST CREEK DOCKING FACILITY FU	122		1,080.75	1,080.75
CALVERTON SEWER DISTRICT	124		840.65	840.65
RIVERHEAD SCAVANGER WASTE DIST	128		26,634.26	26,634.26
WORKERS' COMPENSATION FUND	173		3,933.68	3,933.68
RISK RETENTION FUND	175		1,608.55	1,608.55
CDBG CONSORTIUM ACOUNT	181		760.61	760.61
RESTORE GRANT PROGRAM	184		3,350.00	3,350.00
TOWN HALL CAPITAL PROJECTS	406		20,678.79	20,678.79
RIVERHEAD SEWER CAPITAL PROJEC	414		6,623.61	6,623.61
TRUST & AGENCY	735		1,092,009.73	1,092,009.73
COMMUNITY PRESERVATION FUND	737		1,715.99	1,715.99
TOTAL ALL FUNDS			2,658,648.43	2,658,648.43

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

Adopted

RESOLUTION # 953 ABSTRACT #09-37 September 17, 2009 (TBM 10/06/09)			
Councilwoman Blass offered the following Resolution which was seconded by			
Councilman Dunleavy			
FUND NAME		09/17/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1	423,736.08	423,736.08
POLICE ATHLETIC LEAGUE	4	4,345.92	4,345.92
RECREATION PROGRAM FUND	6	1,656.83	1,656.83
CHILD CARE CENTER BUILDING FUN	9	16.65	16.65
ECONOMIC DEVELOPMENT ZONE FUND	30	451.20	451.20
HIGHWAY FUND	111	66,377.83	66,377.83
WATER DISTRICT	112	142,698.56	142,698.56
RIVERHEAD SEWER DISTRICT	114	37,438.28	37,438.28
REFUSE & GARBAGE COLLECTION DI	115	347,152.68	347,152.68
STREET LIGHTING DISTRICT	116	6,356.11	6,356.11
PUBLIC PARKING DISTRICT	117	4,211.90	4,211.90
BUSINESS IMPROVEMENT DISTRICT	118	271.00	271.00
AMBULANCE DISTRICT	120	1,042.63	1,042.63
CALVERTON SEWER DISTRICT	124	885.32	885.32
RIVERHEAD SCAVANGER WASTE DIST	128	12,927.36	12,927.36
WORKERS' COMPENSATION FUND	173	1,291.03	1,291.03
CDBG CONSORTIUM ACOUNT	181	86.03	86.03
RESTORE GRANT PROGRAM	184	8,275.00	8,275.00
TOWN HALL CAPITAL PROJECTS	406	7,345.20	7,345.20
WATER DISTRICT CAPITAL PROJECT	412	27,769.43	27,769.43
RIVERHEAD SEWER CAPITAL PROJEC	414	58,957.06	58,957.06
SCAVENGER WASTE CAPITAL PROJEC	428	61.31	61.31
YOUTH SERVICES CAP PROJECT	452	13.20	13.20
TRUST & AGENCY	735	48,372.30	48,372.30
COMMUNITY PRESERVATION FUND	737	13,219.12	13,219.12

Adopted

RESOLUTION # 953 ABSTRACT #09-39 October 01, 2009 (TBM 10/06/09)				
Councilwoman Blass offered the following Resolution which was seconded by				
Councilman DunLeavy				
FUND NAME			10/01/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		124,529.72	124,529.72
RECREATION PROGRAM FUND	6		18,574.67	18,574.67
HIGHWAY FUND	111		124,583.70	124,583.70
WATER DISTRICT	112		19,071.55	19,071.55
RIVERHEAD SEWER DISTRICT	114		20,136.96	20,136.96
REFUSE & GARBAGE COLLECTION DI	115		2,321.71	2,321.71
STREET LIGHTING DISTRICT	116		7,123.74	7,123.74
PUBLIC PARKING DISTRICT	117		140.34	140.34
AMBULANCE DISTRICT	120		3,593.55	3,593.55
EAST CREEK DOCKING FACILITY FU	122		92.60	92.60
CALVERTON SEWER DISTRICT	124		8,088.53	8,088.53
RIVERHEAD SCAVANGER WASTE DIST	128		11,434.89	11,434.89
WORKERS' COMPENSATION FUND	173		16,940.44	16,940.44
RISK RETENTION FUND	175		56.72	56.72
CDBG CONSORTIUM ACOUNT	181		31.90	31.90
COMMUNITY DEVELOPMENT AGENCY C	405		748.80	748.80
TOWN HALL CAPITAL PROJECTS	406		210,054.84	210,054.84
WATER DISTRICT CAPITAL PROJECT	412		25,960.00	25,960.00
RIVERHEAD SEWER CAPITAL PROJEC	414		6,295.02	6,295.02
CALVERTON SEWER CAPITAL PROJEC	424		1,155.99	1,155.99
SCAVENGER WASTE CAPITAL PROJEC	428		81.38	81.38
YOUTH SERVICES CAP PROJECT	452		159.92	159.92
SENIORS HELP SENIORS CAP PROJE	453		46.15	46.15
TRUST & AGENCY	735		3,330.67	3,330.67
COMMUNITY PRESERVATION FUND	737		2,814.69	2,814.69
CALVERTON PARK - C.D.A.	914		530.00	530.00
TOTAL ALL FUNDS			607,898.48	607,898.48