

TOWN BOARD RESOLUTION LIST 07.07.2010

- Res. #519 Authorizes the Supervisor to Execute an Agreement with Commander Power Systems for Generator Service
- Res. #520 Authorizes the Town of Riverhead to Direct William A. and Robyn P. Erb to Cut the Grass to a Height Which Does Not Exceed More Than Ten (10) Inches at the Premises Known as 22 Breezy Point Road, Wading River,; Town of Riverhead, New York 11792, a/k/a SCTM #0600-033.00-06-029.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #521 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 47 Entitled "Bays and Creeks" of the Riverhead Town Code
- Res. #522 Authorizes Town Clerk to Publish and Post Public Notice for Public Hearing Regarding a Local Law to Amend Chapter 52 Entitled, "Building Construction" of the Riverhead Town Code (§52-10, Building Permit Fees – Preconstruction Fee)
- Res. #523 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 76 Entitled "Loitering" of the Riverhead Town Code (§76-4 Penalties for Offenses)
- Res. #524 Authorizes the Town of Riverhead to Direct Jeffrey and Elizabeth Thomas to Cut the Grass to a Height Which Does Not Exceed More Than (10) Inches at the Premises Known as 86 Landing Lane, Baiting Hollow, Town of Riverhead, New York, 11933, a/k/a SCTM #0600-039.00-06-027.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #525 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code (§101-8 Weight Limits – Wading River Manorville Road)
- Res. #526 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 108 Entitled "Zoning" of the Riverhead Town Code (Article VII, Accessory Apartments)
- Res. #527 Authorizes the Town of Riverhead to Direct Umit Ilgin to Cut the Grass to a Height Which Does Not Exceed More Than Ten (10) Inches at the Premises Known as 126 Edgar Avenue, Aquebogue, Town of Riverhead, New York. 11031. a/k/a SCTM #0600-086.00-01-006.00, Pursuant to Riverhead Town Code Chapter 96

- Res. #528 Ratifies the Appointment of Call-In Recreation Aides to the Recreation Department
- Res. #529 Appoints a Call-In Summer Recreation Aide to the Recreation Department (Catherine Kirchhoff)
- Res. #530 Appoints a Seasonal Lifeguard to the Recreation Department (Emma Hegermiller)
- Res. #531 Ratifies the Appointment of a Seasonal Assistant Beach Manager to the Recreation Department (Kayleen Moran)
- Res. #532 Appoints a Call-In Recreation Aide to the Recreation Department (James Powers)
- Res. #533 2010 Road Reconstruction Capital Reconstruction Capital Project Budget Adoption
- Res. #534 Authorizes Application to US DOT for Tiger Grant to Support MAGLEV-2000 Demonstration and Certification Project
- Res. #535 Authorizes the Waiver of 30 Day Notification Required by the New York State Liquor Authority
- Res. #536 Approves the Temporary Storage of New Vehicles Upon Property Adjacent to Riverhead Bay Motors LLC
- Res. #537 Authorizes the Town Clerk to Publish and Post the Attached Notice to Bidders for Asbestos Removal and Sanitary System Remediation and Abandonment at the Former Weeping Willow Motel, Route 25, Riverhead, New York
- Res. #538 Approves the Site Plan of the Atlantis Marine World – Phase II (Hotel)
- Res. #539 Authorizes the Settlement of Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 57 Zdunko Lane, Riverhead, New York
- Res. #540 Authorizes the Supervisor to Execute an Amended Agreement with Dunn Engineering Associates, P.C.
- Res. #541 Authorizes the Supervisor to Execute an Agreement with Eaton Corporation for Emergency Battery System

- Res. #542 Authorizes the Supervisor to Execute an Amended Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town's Expanded In-Home Services for the Elderly Program
- Res. #543 Authorizing the Settlement with Terry Contracting
- Res. #544 Authorizes the Settlement of Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 3829 Middle Country Road, Calverton, New York
- Res. #545 Best Western Lateral Sewer Ext. Budget Adjustment
- Res. #546 Business Improvement District Budget Adjustment
- Res. #547 22 Breezy Point Road, Wading River Chapter 96 Budget Adoption
- Res. #548 86 Landing Lane, Baiting Hollow Chapter 96 Budget Adoption
- Res. #549 126 Edgar Avenue, Aquebogue, Town of Riverhead Chapter 96 Budget Adoption
- Res. #550 Calverton Park C.D.A. Budget Adjustment
- Res. #551 Approves Chapter 90 Application of Church of the Harvest (Riverhead Community Appreciation Day)
- Res. #552 Approves Chapter 90 Application of Martha Clara Vineyards, LLC (Craft Beer & Wine Festival – August 14, 2010)
- Res. #553 Declares Lead Agency and Determines Significance of Action on Special Permit of New York SMSA, LP (Verizon Wireless), Wading River, St. Johns RC Church
- Res. #554 Declares Lead Agency and Determines Significance of Action on Special Permit of T-Mobile Northeast, LLC, Wading River (LIPA)
- Res. #555 East Creek Docking Facility Budget Adjustment
- Res. #556 General Fund Budget Adjustment
- Res. #557 Highway Department Budget Adjustment
- Res. #558 Appoints Members to the Landmarks Preservation Committee

- Res. #559 Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Originated from Property Located in Riverhead
- Res. #560 Authorizes Town Supervisor to Execute Change Order for Oakleigh Avenue Drainage Restoration Project
- Res. #561 Terminates a Leave of Absence and Reappoints a Police Officer to Full Time Status (Sean Mackie)
- Res. #562 Approves Chapter 90 Application of Polish Town Civic Association
- Res. #563 Authorizes the Release of Security of Rugby Recreational Group, LLC (Subdivision Entitled "Baiting Hollow Club" – Construction/Extension of Lateral Water Main)
- Res. #564 Accepts the Resignation of a Probationary Police Officer (Salvatore Santoro)
- Res. #565 Declares Lead Agency and Determines Significance of Action on Special Permit of New York SMSA, LP (Verizon Wireless) Wading River, St. Johns RC Church and Calls Public Scoping Hearing
- Res. #566 Declares Lead Agency and Determines Significance of Action on Special Permit of T-Mobile Northeast, LLC, Wading River (LIPA) and Calls Public Scoping Hearing
- Res. #567 Setting Terms and Conditions of Employment for Confidential Secretary (Sarah Manarel)
- Res. #568 Appoints a Seasonal Pump Out Boat Operator (Edward O'Neill)
- Res. #569 Authorization to Discard Fixed Assets
- Res. #570 Accepts the Retirement of a Construction Equipment Operator (Benjamin Miller)
- Res. #571 Authorization to Publish Advertisement for Paint for Use by the Town of Riverhead
- Res. #572 Accepts the Resignation of a Call-In Traffic Control Specialist (Janice McKenna)
- Res. #573 Appoints a Temporary Senior Citizen Aide (Daryl Sulzer)
- Res. #574 Reappoints Seasonal Traffic Control Officer (Christopher Butts)

- Res. #575 Ratifies the Appointment of an Assistant Recreation Leader to the Riverhead Recreation
- Res. #576 Rescind Town Board Resolution #10-504 Reauthorize Budget Adoption Senior Assisted Living Facility Capital Project Budget Adoption
- Res. #577 Approves Chapter 90 Application of St. John the Evangelist R.C. Church (Craft Fair/Chinese Auction – October 9, 2010)
- Res. #578 Water Department Budget Adjustment
- Res. #579 Awards Bid for Sporting Goods
- Res. #580 Awards Bid for Janitorial Supplies Items
- Res. #581 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” (Yard Sales)
- Res. #582 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 92 Entitled “Highways, Streets and Sidewalks” to Ensure the Timely Removal of Damaged Utility Poles on Town Highways
- Res. #583 Pays Bills
- Res. #584 Authorizes the Submission of an “Edward Byrne Memorial Justice Assistance Grant (JAG) FY 2010 Local Solicitation Program” Grant Application
- Resolution #469 from 06.15.10 Town Board Meeting was UNTABLED and then ADOPTED
- Res. #469 Adopts a Local Law Amending Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Destination Retail Center (DRC) Zoning Use District

7/7/10
100519

ADOPTED

TOWN OF RIVERHEAD

Resolution # 519

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

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

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

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Commander Power Systems, with a principal place of business at 22355 County Road 48, Suite 15, Cutchogue, New York, 11935, a corporation existing under the laws of the State of New York (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in **Schedule A at the following locations: Riverhead Police Department building, Riverhead Senior Center, Riverhead Community Center, and Riverhead Ambulance building** attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

3. PAYMENT

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

4. RIGHTS TO DOCUMENTS OR DATA

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

agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Commander Power systems, 22355 County Road 48, Suite 15, Cutchogue, New York 11935.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment

with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. DISPUTES

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

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

TOWN OF RIVERHEAD

COMMANDER POWER SYSTEMS

By: Sean M. Walter, Supervisor

By:

GENERATOR SERVICE CONTRACT
RIVERHEAD POLICE 105KW

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

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

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

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

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

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

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

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

Vals stated below:

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

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

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

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$533.00.

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

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

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

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

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

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

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

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

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

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

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

Thank you for considering our service.



GENERATOR SERVICE CONTRACT
RIVERHEAD SENIOR CENTER
100KW

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

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

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

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

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

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

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

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

Vals stated below:

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

The MINOR service includes the above-mentioned services for the sum of \$258.00.

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

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$880.00.

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

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

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

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

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

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

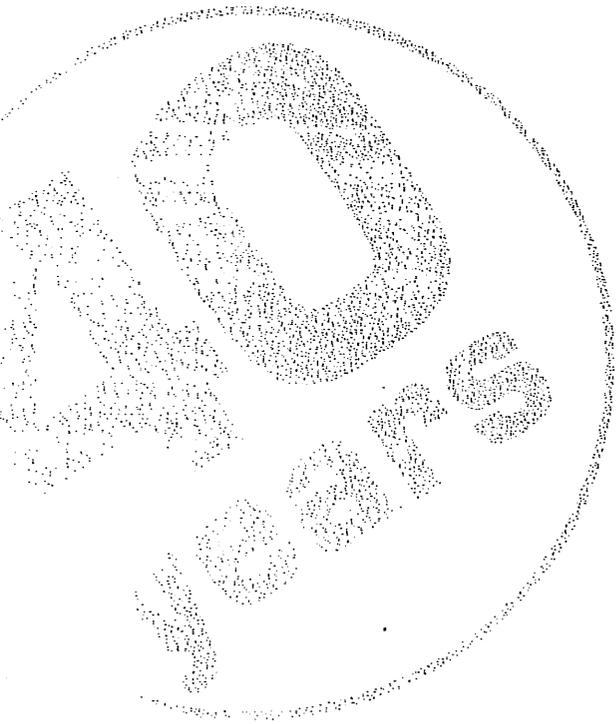
Customer _____ **ACCEPTED** Servicing Agent: Commander Power System
By: _____ **ACCEPTED** By: _____
Date: _____ Glen Grathwohl _____
Date _____

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

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

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

Thank you for considering our service.



GENERATOR SERVICE CONTRACT
RIVERHEAD COMMUNITY CENTER
200KW @ CALVERTON

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

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

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

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

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

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

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

Vals stated below:

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

The MINOR service includes the above-mentioned services for the sum of: plus sales tax. \$ 392.00 .

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

The MAJOR service is a full tune-up and includes the following parts: (oil filter, air filter, fuel filters and sparkPlugs points, condenser, cap, rotor, and oil. For the sum of: \$ 800.00 .

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

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

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

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

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

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

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

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

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

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

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

Thank you for considering our service.



GENERATOR SERVICE CONTRACT
RIVERHEAD AMBULANCE 15KW

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

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

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

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

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

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

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

PREVENTATIVE MAINTENANCE SCHEDULE --- Listed services are to be performed at intervals stated below:

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

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

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

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

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

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

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

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

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

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

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



PREVENTATIVE MAINTENANCE AGREEMENT

Agreement With: (Billing Address)
 Town of Riverhead
 200-Howell-Road
 Riverhead, NY 11901

Generator Location:
 Various Locations See Attached List

Phone: 631-727-3200

Fax: 631-369-7739

DESCRIPTION OF SERVICE for a MAJOR

- o INSPECT WIRE HARNESS
- o INSPECT SET FOR EXCESSIVE WEAR
- o TEST VOLTAGE & ADJUST
- o SET ENGINE SPEED TO SPEC
- o ADJUST TIMING & AUTO IDLE
- o ADJUST CARBURETOR/GOVERNOR
- o CLEAN BATTERY TERMINALS
- o RUN GEN SET AND TEST
- o TEST EMERGENCY SWITCH
- o RESET TIME CLOCK
- o CLEAN GENSET AND AREA
- o DRAIN OIL AND REPLACE WITH NEW
- o CHECK ANTIFREEZE LEVEL
- o CHECK COOLING SYSTEM
- o CHECK OIL LEVEL
- o CHECK FOR OIL LEAKS
- o CHECK BATTERY LEVEL
- o CHECK BATTERY TERMINAL
- o CHECK PLUG CONNECTIONS
- o CHECK FUEL LINES
- o CHECK AIR FILTER
- o CHECK TRANSFER SWITCH
- o CHECK EXHAUST

PERIODIC MAINTENANCE: (1) Major Service & (1) Minor Inspection – Price & Locations Listed on Page Two

1. Price includes labor and travel time for service mentioned only. Any service calls outside the scheduled Major & Minors Inspections are additional at prevailing rate.
2. Parts and/or lubricants in the (1) Major Includes Air Filters, Oil Filters, Fuel Filters and Oil used for a major. Any additional parts or labor that may be required during our inspections are additional at prevailing rate.
3. Emergency service between scheduled service dates will be provided at rates in effect at time of service for labor, parts and travel.

AGREEMENT SIGNATURE _____
 PRINT NAME: _____

SUBMITTED BY: Jamie Booth 
 AGREEMENT DATE _____

While periodic service and maintenance should result in maximum availability of generating equipment, COMMANDER POWER SYSTEMS makes no warranties or guarantees as to availability of plant or loss of the use of the equipment covered under this agreement.



Page 2 of 2

<i>Location</i>	<i>SIZE</i>	<i>MAKE</i>	<i>Annual Cost</i>	<i>Months PM Performed In</i>
Police Dept.	105KW	Katolight	\$533.00 \$268.00	March - Major Sept. -Minor
Senior Center	100kw	Rudox	\$880.00 \$258.00	March - Major Sept. -Minor
Community Center	200KW	Rudox	\$800.00 \$392.00	March - Major Sept. -Minor
Ambulance	15KW	Generac	\$450.00 \$258.00	March - Major Sept. -Minor

 AGREEMENT SIGNATURE _____
 PRINT NAME: _____

 SUBMITTED BY: Jamle Booth 
 AGREEMENT DATE _____

While periodic service and maintenance should result in maximum availability of generating equipment, COMMANDER POWER SYSTEMS makes no warranties or guarantees as to availability of plant or loss of the use of the equipment covered under this agreement.

07.07.10 TABLED
07.20.10 UNTABLED
07.20.10 ADOPTED

7/7/10
100520

TOWN OF RIVERHEAD

Resolution #520

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT WILLIAM A. AND ROBYN P. ERB TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 22 BREEZY POINT ROAD, WADING RIVER, TOWN OF RIVERHEAD, NEW YORK, 11792, a/k/a SCTM # 0600-033.00-06-029.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner, observed on June 1, 2010 and again on June 14, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 22 Breezy Point Road, Wading River, Town of Riverhead, New York, 11792, SCTM # 0600-033.00-06-029.00, owned by William A. and Robyn P. Erb; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owners of said premises, whereby said owners were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height; by June 11, 2010 and failed to do so, and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects and furthermore authorizes entry onto such premises where such violation exists for

the purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 22 Breezy Point Road, Wading River, Town of Riverhead, New York 11792, also known as SCTM # 0600-033.00-06-029.00, owned by William A. and Robyn P. Erb; and

BE IT FURTHER RESOLVED and pursuant to Code of the Town of Riverhead section §96-8 (C), all costs for the removal of the aforesaid violation shall be reported to the Town Board of the Town as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner(s) William A. and Robyn P. Erb as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

07.20.10

RESOLUTION # 520

On a motion of Councilman Dunleavy, seconded by Councilman
Wooten, resolution #520 was UNTABLED

YES – 4 Gabrielsen, Wooten, Dunleavy, Walter

NO – 0

On a motion of Councilman Gabrielsen , seconded by Councilman Dunleavy
resolution #520 was ADOPTED

YES – 3 Wooten, Dunleavy, Walter

NO – 1 Gabrielsen

7/7/10
100521

ADOPTED

TOWN OF RIVERHEAD

Resolution # 521

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 47 ENTITLED
"BAYS AND CREEKS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 47 entitled "Bays and Creeks" of the Riverhead Town Code once in the July 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Conservation Advisory Council, the Riverhead Bay Constable and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter 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 200 Howell Avenue, Riverhead, New York on the 20th day of July, 2010 at 7: __ o'clock p.m. to consider a local law to amend Chapter 47 entitled "Bays and Creeks" of the Riverhead Town Code as follows:

CHAPTER 47
BAYS AND CREEKS
ARTICLE III
General Provisions

§ 47-21. Docks, moorings, basins and ramps.

H. No permit from the Town Board which is required for projects or activities in tidal waters shall allow the use of wood which has been treated with commercial copper quat (ACQ), pentachlorophenol, or creosote. Wood treated with copper chromated arsenate (CCA) may be used for pilings and framing only. All planking must be constructed of material alternative to CCA-treated wood. In determining whether no reasonable alternative to the proposed construction material exists, the Conservation Advisory ~~Committee~~ Council shall take into account the cost of alternative materials, their suitability for the intended use (eg., structural integrity) and any environmental benefit to using alternative materials. The provisions of this section are subject to modifications as determined by the New York State Department of Environmental Conservation.

§ 47-24. Form of applications.

C. The Conservation Advisory Council shall review all completed permit applications and provide a written ~~report decision~~ recommendation to the Town Board, other involved agencies, and the applicant stating its findings and conclusions, within ~~35~~ 30 days of its receipt of ~~said~~ the completed application. However, such thirty-five-day time period shall not apply where an environmental impact statement is to be prepared by the applicant, in which case a sixty day time period shall apply and said sixty day time period shall commence from the date said sixty-day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.

D. ~~The Conservation Advisory Council determination(s) shall be binding unless modified by the Town Board~~ may accept, modify, or reject the recommendation of the Conservation Advisory Council within 15 days of submittal by the Conservation Advisory Council to the Town Board. Such fifteen-day period shall commence upon the lapse of three days from mailing of a copy of the ~~decision~~ recommendation of the Conservation Advisory Council to the applicant or service upon the Town Board, whichever shall be

later. If either the applicant or the Town Board desires a modification of the recommendation determination(s) of the Conservation Advisory Council, a public hearing shall be held upon prior reasonable public notice published in the official newspaper of the Town, and the Town Board shall hold a public hearing on the permit application. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board attached.

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

Dated: Riverhead, New York
July 7, 2010

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

DIANE M. WILHELM, Town Clerk

7/7/10
100522

ADOPTED

TOWN OF RIVERHEAD

Resolution # 522

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR
PUBLIC HEARING REGARDING A LOCAL LAW TO AMEND CHAPTER 52
ENTITLED, "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE
(\$52-10. Building permit fees. - Preconstruction fee.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a local law to amend Chapter 52 entitled, "Building Construction " of the Riverhead Town Code once in the July 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 20th day of July, 2010 at 7:10 o'clock p.m., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider a local law to amend Chapter 52 entitled, "Building Construction" of the Riverhead Town Code as follows:

Chapter 52
BUILDING CONSTRUCTION
ARTICLE I
Administration and Enforcement

§52-10. Building permit fees.

- H. Preconstruction fee. If any land clearing or building or commencement of any construction activity is without the benefit of applicable Town permits, all fees associated with any land clearing or building or construction activity will be waived for a 90 day period and thereafter, will be ~~triple~~ double the otherwise applicable fee for all permits as provided by the Town Code. This section shall take effect upon filing with the Secretary of State and shall apply to applications commencing on the date of filing with the Secretary of State and thereafter.

Underscore represents addition(s)
Overstrike represents deletion(s)

Dated: Riverhead, New York
July 7, 2010

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

DIANE M. WILHELM, Town Clerk

7/7/10
100523

ADOPTED

TOWN OF RIVERHEAD

Resolution # 523

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 76 ENTITLED "LOITERING" OF
THE RIVERHEAD TOWN CODE
(\$76-4. Penalties for offenses.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 76 entitled "Loitering" of the Riverhead Town Code once in the July 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter 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 200 Howell Avenue, Riverhead, New York on the 20th day of July, 2010 at 7:15 o'clock p.m. to consider a local law to amend Chapter 76 entitled "Loitering" of the Riverhead Town Code as follows:

**Chapter 76
Loitering**

§ 76-4. Penalties for offenses.

Any person who shall violate any of the provisions of this chapter shall be guilty of a violation and be subject to a fine of not more than ~~\$50~~ \$250 or imprisonment for not more than 15 days, or to both such fine and imprisonment.

* Overstrike represents deletion(s)

* Underline represents addition(s)

Dated: Riverhead, New York
July 7, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

RESOLUTION #524

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT JEFFREY AND ELIZABETH THOMAS TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 86 LANDING LANE, BAITING HOLLOW, TOWN OF RIVERHEAD, NEW YORK, 11933, a/k/a SCTM # 0600-039.00-06-027.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner, observed on May 28, 2010 and again on June 9, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 86 Landing Lane, Baiting Hollow, Town of Riverhead, New York, 11933, SCTM # 0600-039.00-06-027.00, owned by Jeffrey and Elizabeth Thomas; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owners of said premises, whereby said owners were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height; by June 9, 2010 and failed to do so, and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects and furthermore authorizes entry onto such premises where such violation exists for the purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 86 Landing Lane, Baiting Hollow, Town of Riverhead, New York 11933, also known as SCTM # 0600-039.00-06-027.00, owned by Jeffrey and Elizabeth Thomas; and

BE IT FURTHER RESOLVED and pursuant to Code of the Town of Riverhead section §96-8 (C), all costs for the removal of the aforesaid violation shall be reported to the Town Board of the Town as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner(s) Jeffrey and Elizabeth Thomas as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

7/7/10
100525

ADOPTED

TOWN OF RIVERHEAD

Resolution # 525

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-8. Weight limits. - Wading River Manorville Road)

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101, "Vehicles and Traffic" (§101-8. Weight limits.) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 15th of June, 2010 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 101 "Vehicles and Traffic", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Police Chief David Hegermiller, the Highway Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT
Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on July 7, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-8. Weight limits.

No person shall operate a motor vehicle of a total weight of greater than 16,000 pounds (8 tons) upon the following designated town highways or part thereof, except local deliveries.

Street	Location
<u>Wading River Manorville Road</u>	<u>From its northeasterly intersection with Grumman Boulevard continuing in a southerly direction merging into Schultz Road and terminating at the Town line</u>

- Underline represents addition(s)

Dated: Riverhead, New York
July 7, 2010

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

DIANE M. WILHELM, Town Clerk

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TOWN OF RIVERHEAD

Resolution # 526

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (Article VII, Accessory Apartments)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to consider the amendment to Chapter 108 entitled, "Zoning" of the Riverhead Town Code, once in the July 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Building Department, the Planning Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter 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 on the 3rd day of August, 2010 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" as follows:

**ZONING
ARTICLE VIII
Accessory Apartments**

§ 108-34. Purpose; findings; standards.

- A. Purpose. It is the intent and purpose of this article to allow accessory apartments within all residential districts the Residence A-40 (RA-40), Residence B-40 (RB-40), Residence A-80 (RA-80), Residence B-80 (RB-80) and Agricultural Protection Zoning (APZ) Use Districts to provide the opportunity for the development of small rental housing units designed to meet the housing needs of median income families, both young and old, and relatives of families residing in the Town of Riverhead and to implement the housing elements and goals of the Town of Riverhead Comprehensive Plan (Town of Riverhead Planning Board et al, 2003) by allowing accessory apartments in designated zoning districts. It is also the intent of this article to increase compliance with building and fire code, property maintenance, preserve property values and the health, safety and welfare of the community.
- B. Findings. The Town Board finds that there exist many benefits associated with the creation of accessory apartments on residential lots with existing detached single-family dwellings, including providing a cost-effective means of accommodating necessary residential development.
- C. Standards.
- (1) Owner occupancy required. The owners of the real property upon which the accessory apartment is located shall reside within either the principal dwelling unit or the accessory apartment unit and said dwelling or apartment shall be considered the owners domicile or principal place of abode. No other owner or owners shall own a larger percentage, collectively or individually, than the owner-occupant. A property owner shall own only one accessory apartment within the Town of Riverhead and only one accessory apartment per Suffolk County Tax Lot shall be permitted. Accessory apartments shall not be permitted within an existing two-family or multifamily dwelling or on a lot containing a two-family or multifamily dwelling. [Amended 3-17-2009 by L.L. No. 9-2009]
 - (2) Location on a lot. An accessory apartment may be located within the principal single-family dwelling or within an accessory building.
 - (3) Single-family dwelling living area. The principal single-family dwelling must meet the living area dimension requirements for the applicable zoning district as set forth in Chapter 108 or in the alternative, the principal single-family dwelling must have a valid certificate of occupancy for a preexisting nonconforming dwelling.

- (4) Accessory apartment size. The minimum area for an accessory apartment shall be 300 square feet and a maximum of 650 square feet. The accessory apartment shall not exceed 40% of the area of the principal dwelling. For preexisting apartments seeking to comply with the Code provisions set forth in this chapter, the Building Department Accessory Apartment Review Board may review, approve, approve with conditions, or deny accessory apartments that exceed 650 square feet, up to a maximum of 850 square feet, provided that the accessory apartment does not exceed 40% of the area of the principal dwelling of which the apartment is accessory. In no event may there be more than one bedroom per accessory apartment.
- (5) Exterior appearance. The entry to an accessory apartment located within the principal dwelling shall be designed such that the appearance of the dwelling, to the degree reasonably feasible, remains as a single-family dwelling.
- (6) Off-street parking. In addition to off-street parking requirements for single-family dwellings set forth in the Chapter 108 Parking Schedule, there shall be located a minimum of two nine-feet-by-eighteen-feet off-street parking stalls for an accessory apartment unit. The parking areas and driveways shall be paved with asphalt, concrete, bluestone or such other similar surfaces.
- (7) The principal structure, as well as the accessory apartment, must comply with all requirements of this article and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.
- (8) Inspection. The Building Department Administrator for the Town of Riverhead Building Department or his or her designated representative is authorized to make or cause to be made inspections, upon reasonable notice, to determine the condition of the dwellings and compliance with the provisions of this article to safeguard the health, safety, and welfare of the public. A renewal application or transfer application shall be subject to identical inspection criteria as set forth above.
- (9) Duration. All permits issued hereunder shall be valid for an initial period of three years and shall be renewable for successive periods of up to five years at the discretion of the Building Department Accessory Apartment Board.
- (10) New construction. No permit shall be issued for an accessory apartment within any structure until a period of three years has elapsed from the date of issuance of the relevant certificate of occupancy. Nothing contained in this subsection shall be construed to prohibit the construction of an addition to a principal building.
- (11) Amnesty. For the detached single-family dwellings that illegally have an accessory apartment, the owner shall have two years from the enactment of this article to make application, without penalty as set forth in § 52-18, and preconstruction fees (triplicate fees) as set forth in § 52-10H shall be waived upon receipt of an accessory apartment permit. As set forth in § 108-35F of this article, the applicant/owner shall have 90 days of issuance of the building permit to comply with all requirements of this article, including but not limited to review and approval by the Riverhead Building Administrator Accessory Apartment Review Board, and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.

§ 108-35. Applications.

- A. In order to construct an accessory apartment, the applicant shall apply for and receive a building permit from the Building Department in the following manner: There shall be submitted to Building Department the following:
- (1) An application to the Building Department for pre-approval of occupancy and use, together with plans by a licensed design professional and any such other plans, documents or surveys required by the Building Department;
 - (2) An application to the Building Department for all necessary building permits;
 - (3) An application to the Building Department Accessory Apartment Review Board for an accessory apartment permit.
- B. The applicant shall make part of any application for pre-approval of occupancy and use and building permit, an approval of the Suffolk County Department of Health Services, if required.
- C. The Building Department, Accessory Apartment Review Board, as part of its application, may require the applicant to submit supporting documents, including but not limited to floor plans, surveys, less than 10 years old that show all existing structures, photographs, and/or exterior renderings.
- D. The application for the transfer of an accessory apartment permit to a subsequent property owner shall be completed on such forms and in such a manner as prescribed by the Building Department, Accessory Apartment Review Board.
- E. The application must be supplied by the owners of the property and the applicant shall be required to file an acknowledgment with the Town of Riverhead stating that the accessory apartment permit or any extensions thereof shall terminate upon the death of the signator or the survivor of the signator, upon the transfer of title to said premises, upon the signator no longer occupying the premises as his or her principal residence or upon a conviction for a violation of this article.
- F. The applicant will be required to file a form stating that the subject dwelling(s) shall conform with all ~~with all~~ requirements of this article, all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code. The applicant will be required to meet pertaining standards within 90 days of the building permit or the accessory apartment permit will become null and void.
- G. All applications made to the Building Department Board shall be in writing, on forms prescribed by the Building Department Board. The Building Department Accessory Apartment Review Board shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.
- H. The following shall be submitted with such application:
- (1) A copy of the notice sent to property owners.
 - (2) A list, in duplicate, containing the names and addresses of the owners to whom notices were sent.
 - (3) Return receipts.
 - (4) An affidavit of mailing of the aforesaid notices.

- (5) A valid certificate of occupancy issued at least three years prior to the date of application.
- (6) Proof of ownership.
- (7) Proof of residency.
- (8) Personal identification.
- (9) Three surveys giving the exact description and location of property with all existing and proposed structures and setback from all property lines.

§ 108-36. Fees.

- A. The fee for an accessory apartment permit for the initial three-year period shall be \$500. The renewal fee for the subsequent five-year periods shall be \$250.
- B. Upon failure to obtain a certificate of occupancy within the total allotted time, the first re-application fee will be \$300. For a second failure to obtain the certificate of occupancy in the allotted time, the second re-application fee will be \$500. For any and all subsequent re-applications, the fee will be \$500.
- C. The fee for the transfer of an unexpired term of an accessory apartment permit shall be \$50.

§ 108-37. ~~Accessory Apartment Review Board.~~

- ~~A. The Accessory Apartment Review Board shall consist of three members appointed by the Town Board, all of whom shall be residents of the Town of Riverhead and one of whom shall be designated Chairman. The Town Board may provide for compensation to be paid to said members and provide for such other expenses as may be necessary and proper. Of the members of the Board first appointed, one shall hold office for the term of one year, one for the term of two years and one for the term of three years; provided, however, that the Town Board may, by resolution, increase the number of members of the Accessory Apartment Review Board to five members and provide for their compensation, and thereafter such additional members shall be appointed for terms of one year and three years, respectively. Their successors shall be appointed for the term of three years from and after the expiration of the terms of their predecessors in office.~~
- ~~B. The Accessory Apartment Review Board shall hear and decide applications for accessory apartments pursuant to the standards enumerated in § 108-34C of this article.~~
- ~~C. The Accessory Apartment Review Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this article. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. The Board shall keep minutes of its proceedings and records of its examinations and other official actions, all of which shall be a public record.~~
- ~~D. All applications made to the Board shall be in writing, on forms prescribed by the Board. The Accessory Apartment Review Board shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.~~
- ~~E. The following shall be submitted with such application:~~

- (1) ~~A copy of the notice sent to property owners.~~
- (2) ~~A list, in duplicate, containing the names and addresses of the owners to whom notices were sent.~~
- (3) ~~Return receipts.~~
- (4) ~~An affidavit of mailing of the aforesaid notices.~~
- (5) ~~A valid certificate of occupancy issued at least three years prior to the date of application.~~
- (6) ~~Proof of ownership.~~
- (7) ~~Proof of residency.~~
- (8) ~~Personal identification.~~
- (9) ~~Three surveys giving the exact description and location of property with all existing and proposed structures and setback from all property lines.~~

F. § 108-37. Revocation; lapse of accessory apartment permit.

- A. ~~Revocation. The Building Department Accessory Apartment Review Board shall retain the right to revoke any accessory apartment permit issued hereunder should the applicant or applicant's tenant violate any provision of this article, any condition imposed upon the issuance of the accessory apartment permit, or violation of the provisions of the Town Code of the Town of Riverhead. Said revocation shall be after a hearing held on notice to the applicant and, if known, the tenant. As an alternative to revocation, the Building Department Accessory Apartment Review Board may continue the permit on a probationary basis, and in such event, it may revoke the permit without further notice to the applicant or tenant upon a violation of any conditions attached to the probationary permit.~~
- B. ~~Lapse of accessory apartment permit. Every application for accessory apartment permit granted by the Accessory Apartment Review Board shall be and become null and void and of no further force and effect unless the applicant obtains a building and zoning permit for work to be done and/or change of use no later than 30 days after approval is granted by the Building Department Accessory Apartment Review Board.~~
- C. ~~No person shall create or occupy an accessory apartment without obtaining an accessory apartment permit from the Accessory Apartment Review Board and a certificate of occupancy for said use from the Building Department.~~
- D. ~~The article shall sunset upon the issuance of the 250th accessory apartment permit, excluding accessory apartment permits issued to applicants seeking to legalize a pre-existing accessory apartment under the amnesty provision set forth in § 108-34C(11). The Town Board may, by resolution, extend the sunset provision up to the 500th accessory apartment permit and/or impose saturation limits within a specified geographical radius or zoning district.~~

§ 108-38. Appeals.

All appeals from the determination of the ~~Building Department Accessory Apartment Review Board~~ or from any administrative determination regarding interpretation of any provision of this article shall be by §108-76 and by an Article 78 proceeding. This shall be the exclusive remedy of any aggrieved party.

§ 108-39. Penalties for offenses.

All applicable penalty provisions set forth in Chapter 52 and such other pertinent provisions of the Code of the Town of Riverhead shall apply to any violation(s) of this article.

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

Dated: Riverhead, New York
July 7, 2010

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

07.07.10 TABLED
07.20.10 UNTABLED
07.20.10 ADOPTED

7/7/10
100527

TOWN OF RIVERHEAD

Resolution #527

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT UMIT ILGIN TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 126 EDGAR AVENUE, AQUEBOGUE, TOWN OF RIVERHEAD, NEW YORK, 11931, a/k/a SCTM # 0600-086.00-01-006.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner, observed on June 10, 2010 and again on June 21, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 126 Edgar Avenue, Aquebogue, Town of Riverhead, New York, 11931, SCTM # 0600-086.00-01-006.00, owned by Umit Ilgin; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owners of said premises, whereby said owners were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height; by June 20, 2010 and failed to do so, and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects and furthermore authorizes entry onto such premises where such violation exists for the purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 126 Edgar Avenue, Aquebogue, Town of Riverhead, New York 11931, also known as SCTM # 0600-086.00-01-006.00, owned by Umit Ilgin; and

BE IT FURTHER RESOLVED and pursuant to Code of the Town of Riverhead section §96-8 (C), all costs for the removal of the aforesaid violation shall be reported to the Town Board of the Town as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner Umit Ilgin, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

07.20.10

On a motion of Councilman Dunleavy, seconded by Councilman Wooten, resolution #527 was UNTABLED

YES – 4 Gabrielsen, Wooten, Dunleavy, Walter
NO – 0

On a motion of Councilman Wooten, seconded by Councilman Dunleavy, resolution #527 was ADOPTED

YES – 3 Wooten, Dunleavy, Walter
NO – 1 Gabrielsen

7/7/10
100528

ADOPTED

TOWN OF RIVERHEAD

Resolution # 528

**RATIFIES THE APPOINTMENT OF CALL-IN RECREATION AIDES TO THE
RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Call-In Recreation Aides are needed by the Riverhead Town Recreation Department for Town programs

NOW THEREFORE BE IT RESOLVED, that effective June 12, 2010, this Town Board hereby appoints the attached list of Recreation Aides to the Recreation Department

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
6/15/10 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Start Date</u>	<u>Salary</u>
Fox	Kevan	Recreation Aide	6/12/10	\$7.50
Graziano	Amanda	Recreation Aide	6/12/10	\$7.50
Maccagli	Jacob	Recreation Aide	6/12/10	\$7.50
Ruisi	Tonilin	Recreation Aide	6/12/10	\$7.50
Serpico	Gabriella	Recreation Aide	6/12/10	\$7.50
Weiss	Megan	Recreation Aide	6/12/10	\$7.50
Zaneski	Jocelyn	Recreation Aide	6/12/10	\$7.50

TOWN OF RIVERHEAD

Resolution # 529

APPOINTS A CALL-IN SUMMER RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Recreation Aide is needed by the Riverhead Town Recreation Department for work in the summer recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective July 8, 2010, through and including August 27, 2010, this Town Board hereby appoints Catherine Kirchhoff to the position of Call-in Summer Recreation Aide, Level 5, to be paid the rate of \$10.55 per hour 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 530

APPOINTS A SEASONAL LIFEGUARD TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Seasonal Lifeguard is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 8, 2010, through and including September 6, 2010, this Town Board hereby appoints Emma Hegermiller to the position of Seasonal Lifeguard Level I to be paid the rate of \$11.00 per hour to the Recreation Department 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 531

RATIFIES THE APPOINTMENT OF A SEASONAL ASSISTANT BEACH MANAGER
TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Seasonal Assistant Beach Manager is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective June 29, 2010, through and including September 15, 2010, this Town Board hereby appoints Kayleen Moran to the position of Seasonal Assistant Beach Manager, Level I, to be paid the rate of \$10.50 per hour to the Recreation Department 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 532

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective July 9th, 2010, this Town Board hereby appoints James Powers to the position of Call-in Recreation Aide, Level 2, to be paid the rate of \$8.25 per hour 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 533

2010 ROAD RECONSTRUCTION

CAPITAL PROJECT

BUDGET ADOPTION

Councilwoman Giglio 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 adoption:

		<u>FROM</u>	<u>TO</u>
406.095731.494200.45113	Serial Bond Proceeds	1,000,000	
406.053589.541301.45113	Road Reconstruction & Impr.		1,000,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Highway Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100534

ADOPTED

TOWN OF RIVERHEAD

Resolution # 534

**AUTHORIZES APPLICATION TO US DOT FOR TIGER GRANT TO SUPPORT
MAGLEV – 2000 DEMONSTRATION AND CERTIFICATION PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the United States Department of Transportation is accepting applications for funding under the Transportation Investment Generating Economic Recovery (TIGER) grant program, a federal program focused on the near-term creation and retention of jobs, in particular those that are associated with transportation infrastructure projects.

WHEREAS, TIGER has nationwide federal funding of \$600 million and is set up to make competitive awards for “shovel ready” transportation projects that are more than \$10 million dollars.

WHEREAS, the Town of Riverhead, MagLev 2000 and Polytechnic Institute seek to submit a joint application for a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; and

WHEREAS, the proposed TIGER project will demonstrate and certify the 2nd generation superconducting magnetic levitation transport system, the Maglev-2000 system, invented on Long Island by Doctors James Powell and Gordon Danby, the inventors of the original first generation system, now operational in Japan. The new system is designed to work with MTA’s existing infrastructure; and

WHEREAS, in 2000, Danby and Powell were awarded the Benjamin Franklin Medal in Engineering by The Franklin Institute for their invention of Maglev trains (fellow awardees include Albert Einstein and Tesla); and

WHEREAS, Dr. Danby is a Wading River resident and was awarded the distinction of Fellow by the American Association of the Advancement of Science (AAAS), cited for “seminal contributions to magnet technology, including superconductive magnets for accelerators, the ultra-high precision g-2 magnet, magnets for MRI and magnetically levitated trains.”

WHEREAS, the current challenging economic environment presents an opportunity to explore alternative transportation solutions that offer new opportunities to

move a growing regional population in a more efficient manner at a lower cost and realistic projections of current trends in population growth, oil production, global warming and global trade justify an investment in a United States program for achieving this advanced surface transportation system based on the superconducting Maglev (Magnetic Levitated) technology invented by New York scientists, Drs James Powell and Gordon Danby, who were discovered by Senator Moynihan in the late 1980s; and

WHEREAS, Powell and Danby have continued to work and have a 2nd generation transport system which is lower cost and of greater capability than the 1st generation system exploited by the Japanese that US leadership has cited as a goal for U.S. High Speed Rail, and is lower cost to build and operate than the European High Speed Rail (HSR) systems proposed by HSR advocates; and

WHEREAS, by developing a U.S. based 2nd generation Maglev transport system, America has the opportunity to become the World leader in 21st Century transport. An American Maglev manufacturing industry would generate hundreds of thousands of new jobs, and many Billions of dollars in annual exports. The U.S. still has the opportunity to develop the 2nd generation Maglev transport system. If it does not act now to seize this opportunity, the advanced Maglev system will be developed abroad and exported to the U.S., adding to our trade deficit and the job loss resulting from a declining manufacturing industry; and

WHEREAS, this transformational project will create American sustainable jobs, improve commuter rail for Long Island and the New York region, substantially improve American transport productivity, and build a solid economic foundation for America's future; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a joint application with MagLev 2000 and Polytechnic Institute on or before August 23, 2010, for TIGER funding from the USDOT for a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100535

ADOPTED

TOWN OF RIVERHEAD

Resolution # 535

AUTHORIZES THE WAIVER OF 30 DAY NOTIFICATION REQUIRED BY THE NEW YORK STATE LIQUOR AUTHORITY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Javan Enterprises Inc. (Birchwood Restaurant) at 512 Pulaski Street, Riverhead, New York intends to renew their New York State Liquor License; and

WHEREAS, pursuant to Alcohol Beverage Control Law §64(2A), an applicant must give the municipality thirty (30) days notice of the pending liquor license application renewal unless the municipality consents to waive this thirty (30) day requirement; and

WHEREAS, Javan Enterprises Inc. (Birchwood Restaurant) has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the renewal of a liquor license to Javan Enterprises Inc. (Birchwood Restaurant); now therefore be it

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the thirty (30) day notice period in regard to Javan Enterprises Inc. (Birchwood Restaurant), allowing to expedite submission of the liquor license renewal; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Javan Enterprises Inc. (Birchwood Restaurant) at 512 Pulaski Street, Riverhead, New York and 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter ABSTAIN

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100536

ADOPTED

TOWN OF RIVERHEAD

Resolution # 536

**APPROVES THE TEMPORARY STORAGE OF NEW VEHICLES UPON PROPERTY
ADJACENT TO RIVERHEAD BAY MOTORS LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Riverhead Planning Board Resolution #14 dated February 18, 2010, approved the site plan of Riverhead Bay Motors LLC for the construction of a 2,872 sq. ft. one story used car dealership and associated improvements upon real property known as 1501 Old Country Road, further described as SCTM #0600-101-2-14 ; and

WHEREAS, by letter dated June 22, 2010, it has been requested by Riverhead Bay Motors to allow the temporary storage of new vehicles upon real property immediately to the west of their existing car dealership, owned by the estate of Sophie Wilson, further described as SCTM #0600-101-2-p/o 12.7, until such time that a temporary or permanent Certificate of Occupancy is issued by the Building Department for the car dealership located at 1501 Old Country Road, Riverhead, New York.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby approves the temporary storage of new vehicles of Riverhead Bay Motors upon real property immediately to the west of their existing car dealership, owned by the Estate of Sophie Wilson, further described as SCTM #0600-101-2- p/o 12.7, until such time that a temporary or permanent Certificate of Occupancy is issued by the Building Department for the new dealership; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Bay Motors, Attn: Ronald Siegel, 1521 Old Country Road, Riverhead, NY, 11901, the Planning Department, the Building Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 537

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR ASBESTOS REMOVAL AND SANITARY SYSTEM REMEDIATION AND ABANDONMENT AT THE FORMER WEEPING WILLOW MOTEL, ROUTE 25, RIVERHEAD, NEW YORK

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the July 15, 2010 issue of the official Town newspaper for Asbestos Removal and Sanitary System Remediation and Abandonment at Weeping Willow Motel, Riverhead, New York; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Engineering, Community Development, Purchasing Department 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for Asbestos Removal and Sanitary System Remediation and Abandonment at the Former Weeping Willow Motel, Route 25, 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 August 5, 2010 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about July 15, 2010 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.

Funding for the project comes in part through an EPF grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. The following goals have been set for this project 8% of the contract value for MBE's and 7% of the contract value for WBE's. The successful bidder may be required to furnish an EEO policy statement, staffing plan, and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

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, "Asbestos Removal and Sanitary System Remediation and Abandonment at Former Weeping Willow Motel" 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 lowest bidders.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, New York 11901

Dated: July 7, 2010

7/7/10
100538

ADOPTED

TOWN OF RIVERHEAD

Resolution # 538

APPROVES THE SITE PLAN OF THE ATLANTIS MARINE WORLD – PHASE II
(HOTEL)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

The following resolution was duly adopted at a meeting of the Town of Riverhead Town Board held on July 7, 2010:

WHEREAS, a site plan was submitted by Atlantis Holding Corp., to construction a five story 100 room hotel with swimming pool, restaurant/catering facility, public assembly area and retail uses, upon real property located at East Main Street in Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-129-3-31 & 129-4-21.3; and

WHEREAS, the Planning Department has reviewed the site plan prepared by Burton, Behrendt & Smith, P.C., last dated June 11, 2010, and elevation plans prepared by Burton, Behrendt & Smith, P.C., last dated June 7, 2010, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved with conditions; and

WHEREAS, the applicant is proposing to provide 45 overflow parking stalls (including two handicapped stalls) on a parcel identified as SCTM: 600-129-3-31 and located on the northeast corner of East Main Street and Ostrander Ave.;

WHEREAS, the Architectural Review Board recommended approval of the elevation plans for the proposed hotel last dated June 7, 2010; and

WHEREAS, the Stormwater Management Officer has reviewed the Stormwater Pollution Prevention Plan (SWPPP) and has prepared a MS4 Stormwater Pollution Prevention Plan Acceptance Form dated June 8, 2010;

WHEREAS, the Conservation Advisory Committee deferred approval of the site plan to the Town Board by resolution adopted on May 12, 2010; and

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

WHEREAS, the amended site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. G-2610; and

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

THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Atlantis Holding Corp, the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the action will be carried out in conformance with the thresholds established by the Generic Environmental Impact Statement and its adopted findings as prepared for the East Masin Street Urban Renewal Plan and pursuant to 6NYCRR Part 617.10 (d) (1) no further SEQR compliance is required.

BE IT FURTHER

RESOLVED, that the Burton, Behrendt & Smith, P.C. site plan dated revised June 11, 2010, for the construction of a five-story 100 room hotel with swimming pool, restaurant/catering facility, public assembly area and retail uses is hereby approved by the Town Board of the Town of Riverhead subject to with the following conditions:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;
4. That any outdoor lighting shall be installed pursuant to Article XLV of the **Riverhead Town Code** and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Atlantis Holding Corp., hereby authorizes and consents to the Town of Riverhead to enter the premises at the south side of East Main Street, Riverhead, New York, 11901 to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
12. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
13. The applicant must satisfy all requirements of the New York State Building Code;
14. That pursuant to Section 108-133(l) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing or building permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the public improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the clearing or building permit or any renewal thereof;

15. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in section 108-131E of the **Code of the Town of Riverhead**;
16. That no exportation of excavated materials shall occur until a permit for such is obtained from the Town Board;
17. That no Building Permit shall issue until the Deputy Supervisor signs a mylar site plan (including elevation, landscape and lighting plans) which must be submitted and signature shall be conditional upon the following:
 - i. The applicant must submit the additional \$4,022.45 fee or provide evidence that the entire \$8,044.90 fee has been paid.
 - ii. That the mylar site plan includes a Town Board certification box, on each page of the plans, in the format approved by the Planning Department;
 - iii. The mylar shall not exceed the standard D size drawing (24" x 36");
 - iv. That six paper site plans matching the mylar are submitted to the Planning Department;
 - v. That proof of a valid site plan approval for highway work permit issuance from the New York State Department of Transportation is submitted;
 - vi. The issuance of a temporary access permit from the New York State Department of Transportation;
 - vii. Proof is submitted that all required Water and Sewer District fees and charges are paid;
 - viii. That certification of clean title to the satisfaction of the Town Attorney is submitted;
 - ix. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.
18. In furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until:
 - i. the applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E;
 - ii. Confirmation from the New York State Department of Transportation that all public safety concerns related to traffic subject to issuance of a New York

State Department of Transportation Highway Work Permit have been satisfied;

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter ABSTAIN

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100539

ADOPTED

TOWN OF RIVERHEAD

Resolution # 539

**AUTHORIZES THE SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 57
ZDUNKO LANE, RIVERHEAD, NEW YORK**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 6, 2008, the Town Board, authorized the commencement of legal action by Dawn C. Thomas, Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 57 Zdunko Lane, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and

WHEREAS, legal action was commenced in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 57 Zdunko Lane, Riverhead, New York; and

WHEREAS, the owners of the property situated at 57 Zdunko Lane, Riverhead, New York applied for and obtained an interpretation/area variance from the Zoning Board of Appeals under Appeal no. 09-51 and dated September 24, 2009 whereby the appeal to use the subject premises as an automobile garage and for storage without a primary use subject to merger of the subject premises with premises adjacent to and north thereof; and

WHEREAS, the owners of the property situated at 57 Zdunko Lane, Riverhead, New York applied for and obtained site plan approval from the Planning Board by Resolution # 30-2010 adopted on May 6, 2010"; and

WHEREAS, in light of the approvals granted by the Zoning Board of Appeals and the Planning Board, the legal action commenced by the Town of Riverhead has been rendered academic or moot.

NOW BE IT RESOLVED, that Dawn C. Thomas, Town Attorney, or her designated Deputy Town Attorneys, is hereby authorized to sign the Stipulation of Discontinuance in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Building Department, the Accounting Department, and the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Plaintiffs,

**STIPULATION
DISCONTINUING
ACTION**

-against-

Index No. 08-24186

FREDERICK H. TERRY, SR.,

Defendant.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the same is discontinued against the Town of Riverhead only, with prejudice, without costs to either party as against the other. This stipulation may be filed without further notice with the clerk of the court. This Stipulation may be executed as duplicate originals so that when taken together the two originals constitute the final Stipulation Discontinuing the Action.

Dated: July _____, 2010

DAWN C. THOMAS, Town Attorney
Attorney for the Plaintiff
By: Robert F. Kozakiewicz, Dep. Town Attorney
200 Howell Avenue
Riverhead, New York 11901-2596

PETER S. DANOWSKI, JR., ESQ.
Attorney for the Defendant
616 Roanoke Avenue
Riverhead, New York 11901

TOWN OF RIVERHEAD

Resolution # 540

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED AGREEMENT
WITH DUNN ENGINEERING ASSOCIATES, P.C.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead undertook to reconstruct the spillways at Grangebel Park and to install a permanent fish passage; and

WHEREAS, the Town of Riverhead, pursuant to Resolution No. 1186 of 2007 established a budget for the restoration of the north and south spillways at Grangebel Park; and

WHEREAS, on April 15, 2008, the Town Board adopted Resolution No. 343 entitled, "Authorizes Dunn Engineering Associates, P.C. to proceed with Grangebel Park North Spillway Design, Specification and Permitting Process"; and

WHEREAS, on September 8, 2008, Dunn Engineering submitted a second proposal for the "Reconstruction, Certification and Inspection" for the north and south spillways at Grangebel Park" which proposal is attached hereto; and

WHEREAS, Dunn Engineering Associates, P.C. has submitted the attached proposal to provide services in connection with the reconstruction of the north and south spillways at Grangebel Park.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Amended Professional Services Agreement with Dunn Engineering Associates, P.C.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dunn Engineering Associates, P.C., 66 Main Street, Westhampton Beach, NY 11978; 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.

AMENDED CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 9th day of April, 2010 between the **TOWN OF RIVERHEAD Community Development Agency**, a municipal entity organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, **DUNN ENGINEERING ASSOCIATES, P.C.**, a corporation existing under the laws of the State of New York with a principal place of business at Dunn Engineering Associates, P.C., 66 Main Street, Westhampton Beach, NY 11978 (hereinafter referred as "DEA" or "Consultant").

WHEREAS, the Town of Riverhead is undertook to reconstruct the spillways at Grangebel Park and to install a permanent fish passage; and

WHEREAS, the Town of Riverhead, pursuant to Resolution No. 1186 of 2007 established a budget for the restoration of the north and south spillways at Grangebel Park ; and

WHEREAS, on April 15, 2008, the Town Board adopted Resolution No. 343 entitled, "Authorizes Dunn Engineering Associates, P.C. to proceed with Grangebel Park North Spillway Design, Specification and Permitting Process, and

WHEREAS, on September 8, 2008, Dunn Engineering submitted a proposal for the scope of work regarding "Reconstruction, Certification and Inspection" for the south spillway at Grangebel Park which proposal is attached hereto.

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the revised Schedule A attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. This professional services agreement supercedes all prior agreements regarding the reconstruction of the spillways at Grangebel Park.

2. TERM OF AGREEMENT

The Agreement shall commence on April 12, 2010 and terminate on September 15, 2011.

3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee (performance based contract) or at the rate (hourly fee based contract) set forth in the attached schedule. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same

shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. The Consultant has inspected the areas/sites subject of the grant and performed other unrelated and related services to the Town such that Consultant is familiar with the existing conditions and difficulties that may affect the execution of the work and that due to the scope of the work he may encounter certain areas of special coordination such that it is understood that Consultant will not attempt to seek additional monies for hardships that may arise related to any of the above, including but not limited to, effort and time required to modify plans or coordinate activities required to complete the scope of this agreement. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require. In no event shall the cost of the project exceed thirty six thousand five hundred twenty five (\$36,525.00) dollars, without the prior written approval of the Town Board.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees to assign and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement. As set forth in Scope of Agreement Part III, DEA will provide the Town with two sets of signed and sealed contract plans, an electronic copy of final drawings in AutoCAD and portable document file (pdf) format, and hardcopy and electronic copies of all contract documents.

5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with

Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any document, data, written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board, with the exception of the sub-contract for survey services identified in Part I and II to be performed by EEA, Inc. .

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Ken Testa, P.E., 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Attention: Ronald Hill, P.E., Dunn Engineering

Associates, P.C., 66 Main Street, Westhampton Beach, NY 11978

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions

of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

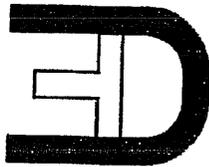
15. DISPUTES

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

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

by: Sean M. Walter,
Town Of Riverhead
200 Howell Avenue
Riverhead, New York

Dunn Engineering Associates, P.C.
66 Main Street
Westhampton Beach, NY 11978



Dunn Engineering Associates, P.C.

Consulting Engineers

66 Main Street

Westhampton Beach, N.Y. 11978

631-288-2480

631-288-2544 Fax

September 8, 2008

Mr. Ken Testa, P.E.
Town Engineer
Town of Riverhead
200 Howell Avenue
Riverhead, N.Y. 11901

Via Fax: 369-7739

Re: Grangebél Dam Reconstruction
Certification and Inspection

Dear Mr. Testa:

As requested, Dunn Engineering Associates (DEA) is pleased to provide the following proposal in response to your telephone request and the e-mailed requirements of New York State DEC.

As we understand it, the scope of work is to include the following tasks:

1. Oversight of construction. (\$6,650)
2. Part time construction inspection for the North Spillway estimated at four months duration. (Estimated 350 hrs. = \$38,500)
3. Part time construction inspection for the Rock Ramp estimated at three months. (Estimated 260 hrs. = \$28,500)
4. Overall dam construction certification. (\$1,750)
5. As-built plans for both the North Spillway and Rock Ramp. (\$5,000)
6. Preparation and distribution of final design report. (\$3,600)

The lump sum cost to provide these services will be \$84,000, excluding out-of-pocket expenses.

Out-of-pocket expenses will be billed at cost.

Technical Assumptions

DEA will be provided with all M&M plans and specs in order to produce as-built plans at completion of construction.

Mr. Ken Testa, P.E.
September 8, 2008
Page 2

This proposal is based on the Draft Permit Conditions via e-mail on 9/5/08 from Alon Dominitz, Chief, NYSDEC Dam Safety Section.

The North Spillway will be constructed prior to the construction of the Rock Ramp.

At your request we have prepared this proposal within a short period of time. If you wish to discuss any of the aspects, please do not hesitate to call me directly at 288-2480 ext. 1134.

Sincerely,



William D. Lifford, P.E.
Vice President, Structural Engineering

WDL:as
A1678 \ P28130.99

AGREED TO AND ACCEPTED:

By: _____

Dated: _____

7/7/10
100541

ADOPTED

TOWN OF RIVERHEAD

Resolution # 541

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
EATON CORPORATION FOR EMERGENCY BATTERY SYSTEM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Police Department and Justice Court Building requires continuous operation due to the nature of the building's activities;

WHEREAS, the Town of Riverhead Police Department and Justice Court Building requires an uninterrupted power source to facilitate continuous operation; and

WHEREAS, the Proactive Battery System protects the subject building in the event of a power failure and allows the building to continue operation until the emergency generator is activated; and

WHEREAS, the Eaton Corporation is ready, willing and able to continue to provide maintenance of the Proactive Battery System.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached renewal agreement with Eaton Corporation regarding emergency battery system service; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Garry Luerssen, 407 East Main Street, Ste 2, PO Box 255, Port Jefferson, New York 11777; the Town Engineering Department; and the Office of 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and EATON CORPORATION, a corporation doing business in the State of New York with a principal place of business at 8609 Six Forks Road, Raleigh, NC 27615 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in Schedule A attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on June 1, 2010, and terminate on May 31, 2011.

3. PAYMENT

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

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this

Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

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

TOWN OF RIVERHEAD

EATON CORPORATION

By: Sean M. Walter, Supervisor

By:



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

SCHEDULE A

**CONTRACT 253658 RENEWAL
 SERVICE AGREEMENT**

INVOICE TO: (CUSTOMER)

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

INSTALL SITE: (CUSTOMER)

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

PAYMENT TERM SELECTED: SINGLE YEAR MULTI-YEAR

Start Date: 6/1/10 End Date: 5/31/11

PAYMENT CYCLE: ANNUAL MULTI-YEAR PREPAY ARREARS (GOVT. ONLY) MVS

PO MUST READ: EATON CORPORATION C.O PURE POWER, 8609 SIX FORKS ROAD, RALEIGH, NC 29615

TERMS: NET 30

PURCHASE ORDER NUMBER: _____

Tax Exempt Certification Attached

LIST OF COVERED EQUIPMENT

Item	Product Line	Model	S/N#	Service Choice	CPM	Qty	Total Annual Price	
1	9330	40	EU063AXX07	ProActive:	7x24		\$ 4,612.00	
2				Includes (1) UPS PM				
3				Includes (1) Battery PM				
4								
SEE ATTACHED SHEETS: Terms and Conditions, X-1							NET TOTAL*	\$ 4,612.00

CUSTOMER / PURASER:

EATON CORPORATION:

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

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

OFFICE USE ONLY

Quote by: Garry Luerssen /Lorraine Baumbach
 Firm Name: Pure Power
 Signature: _____
 Date: 3/23/10
 Phone: 631-474-7886 Fax: 631-474-7957
 Email: purepwr@optonline.net

Contract # 253658
 Customer # _____
 Site # _____
 Bill To # _____
 Date _____
 Processed _____

COMMENTS:

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



Dated 3/23/10



Corporation

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

Eaton Contract # 253658
Renewal term: 6/1/10 – 5/31/11

Ken Testa
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

**Subject: Maintenance – Eaton Powerware 9330-40kva UPS System.
Serial Number: EU063AXX07**

See below for the description of the original proposal for the Service Agreement for the UPS System listed above.

Eaton Powerware Pro-Active Service with 1 UPS & Battery PM

- *One Year Parts, Labor, Expenses For The UPS Electronics (see R-6)*
- *7x24 Coverage, 7 days per week, 24 hours per day, 365 days per year*
- *1 PM Visit on UPS Electronics 7*24 (see R-2)*
- *1 PM Visit on Battery 7*24 (see R-5)*
- *UPS Firmware & Software Upgraded by Powerware Factory Trained Technicians when required. Software is proprietary - No 3rd party vendor will be capable of doing these upgrades.*
- *Eight (8) Hours [Maximum] Response Time*
- *Reduced Labor and Material Rates for Services Outside Purchased Coverage.*

This does not include battery replacement.

Added Benefits of an Eaton Powerware Service Agreement:

- Technicians carry \$100,000.00 of new parts inventory in their van to expedite all repairs. Many 3rd party vendors utilize used parts. Powerware gives its customers priority shipments on new replacement parts.
- 24 Hour Dispatch Center (800-843-9433) to assist you day or night.
- Local technicians for a quick response to your service needs. (typical response time within 2-4 hours)

407 East Main St. Ste 2 • PO Box 255 • Port Jefferson • NY • 11777
Ph: 631-474-7886 • Fx: 631-474-7957 • E Mail: purepwr@optonline.net

TOWN OF RIVERHEAD

Resolution # 542

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S EXPANDED
IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including non-medical in-home personal care to the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the non-medical in-home personal care costs incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its in-home personal care to the elderly residents of the Riverhead community; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached amended agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead; and be it further

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

Contract

This Contract ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted **Office for the Aging ("Department")**, having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and the

Town of Riverhead ("the Contractor"), a New York municipal Corporation, having an address at 200 Howell Avenue, Riverhead, NY 11901

The Contractor has been designated to receive funds from the County for Expanded In-Home Services for the Elderly Program (EISEP) and Community Services for the Elderly (CSE) Program as set forth in Article I, entitled "Description of Services."

Term of the Contract: April 1, 2010 through March 31, 2011.

Total Cost of Agreement: Shall be paid on a fee-for-service basis at the rate of \$14.44 per unit of service as set forth in Articles I and VI.

Terms And Conditions: Shall be as set forth in Articles I through VI, attached hereto and made a part hereof.

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

Town of Riverhead

County of Suffolk

By: _____
Sean M. Walter
Supervisor

Fed. Taxpayer ID # 11-6001935

Date: _____

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

Signature _____
Date _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Jacqueline Caputi
Assistant County Attorney
Date _____

By: _____
Name: _____

Title: Deputy County Executive

Date: _____

Approved:
Department

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

Recommended:

By: _____
Ritva Gottesman
Asst. Senior Citizen Program Coordinator
Date _____



0005899

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Article I

Description of Services EISEP/CSE Housekeeper/Chore

1. Goals of Program

A. Housekeeper Chore Services:

The EISEP/CSE Housekeeper/Chore Program is to provide functionally impaired persons aged sixty or over, who are not eligible to receive the same or similar services available under Titles XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program, with non-medical in-home services. The purpose of this service is to allow these elderly persons to remain safe and independent in their own homes.

2. General

In general, but without limitation, the **Contractor** shall be required to comply with the criteria below:

- A. The **Contractor** agrees to adhere to the applicable New York State Office for the Aging Regulations ("Regulations") governing the Expanded in-Home Services for the Elderly Program (9 NYCRR part 6654, as now in effect or as amended hereafter. (See Article IA attached)
- B. Case Management is a prerequisite to the provision of non-medical in-home personal care. Case management is provided by the **Suffolk County Office for the Aging**. The care plan, cost-share agreement, prioritization, and discharge are determined by the case manager. Financial status, eligibility, and cost-share requirements of services recipients will be determined by the case manager in accordance with EISEP Standards. The **Contractor** shall provide service as authorized in the care plan.
- C. One unit of EISEP service is equal to one hour of non-medical in-home personal care activities provided to or on behalf of the client as ordered on the care plan, excluding travel time. EISEP is as defined in 9NYCRR Part 6654.17 (e) (see Article 1A attached).
- D. Reimbursement per unit of service is to be made at the rate as stated on the cover page under Total Cost of Agreement, in full reimbursement without regard to expenses actually incurred. Reimbursement will be made only for actual services rendered, as authorized in the care plan.
- E. The **Contractor** shall comply with determinations made by EISEP case managers as to the portion of cost-sharing by participants, which shall be deducted from the amount to be reimbursed by the **County**, and shall be responsible for the collection of that portion in accordance with the EISEP cost-share collection procedure.
 - i. In the event that the **Contractor** cannot collect cost-sharing fees from clients despite the **Contractor's** demonstrated good faith effort, the **Contractor** shall submit a Standard County Voucher for any revenue adjustment.
 - ii. If the **Contractor** has vouchered and been reimbursed by the **County** for an uncollectible cost-sharing fee, and is subsequently paid by the client, the **Contractor** shall submit a Standard County Voucher for any revenue adjustment, within 30 days of having received fees, regardless that the Term of Agreement has been completed.
- F. The **Contractor** has the obligation to inform any senior citizen who is not required to share a portion of the cost of service of the opportunity to make a free, willing and anonymous contribution. All contributions collected shall be deducted from the amount to be reimbursed by the **County**. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions generated under EISEP shall remain with EISEP and must be used to expand services. The **Contractor** must send a letter to each recipient at least annually informing him/her of the opportunity to contribute. The letter must include the sources of funding for the program and the following information:

Contributions to this (these) service(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

3. Reporting Requirements

The **Contractor** shall submit monthly reports covering program activity and monthly schedule reports covering units of service and expenses. These reports must be submitted to **Aging** by the tenth day of the month following the period being reported. Any other reports, such as the personal care weekly worksheets, shall be submitted as required by **Aging**. Such reports must be on a form specified by **Aging** and shall comply with all procedures required by **Aging** for the proper payment of vouchers and audits.

4. Promotions and Advertisements

It is the responsibility of the **Contractor** to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on program vehicles, as follows:

**Funding Provided by the New York State Office for the Aging
and the
Suffolk County Office for the Aging**

Any announcements of the program on radio or television must identify funding in the same manner.

5. Administration

A. Overall administration of this program will be the responsibility of the **Contractor**. The **Contractor** or its designee will insure proper implementation and direction of the service, act as liaison between **Aging** and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

B. Program staff shall attend meetings and training as requested by **Aging**.

6. Contractor's Staff

The **Contractor** agrees to employ adequate numbers of qualified staff and supervisory personnel to assure satisfactory conduct of the program. The **Contractor** will have on file with **Aging** the procedures to be followed by workers and other staff in case of emergency, and policies and procedures for providing backup workers when the usual worker is not available. A "pool" of employees specifically dedicated to this service must be designated with the responsibility to fill in for all absences and emergency situations.

A. The **County** shall have the right to prior approval of the filling of any housekeeper supervisor position and shall be advised by the **Contractor** of the duties and compensation of all personnel assigned to the EISEP program.

B. Each non-medical in-home service worker shall receive regularly scheduled supervision in each client's home by the designated housekeeper supervisor at least once every six (6) months. Supervisory visits are to be unannounced to the in-home services worker. Copies of the supervisory reports must be kept on file and made available to **Aging** if requested.

7. Screening Of Home Care Personnel

The **Contractor** shall adhere to the requirements of 9 NYCRR 6654.17 (j) now in effect or as amended hereafter with regard to its personnel.

8. Confidentiality

A. The **Contractor** agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to **Aging**.

B. In the case of a request by **Aging** for names and addresses of individuals participating in the program, the **Contractor** shall furnish such information as requested. Failure to comply with a request by **Aging** for such information shall be deemed a material breach of this Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

9. Incident Reporting

The contractor will report at least verbally to Aging, within 24 hours, any incidents or claims involving the client, whether the incident requires medical attention or not. The contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client. A written follow-up of such incidents shall be sent to Aging within 5 days of the occurrence.

10. Nonsectarian/Nonpartisan Declaration

The Contractor agrees that all services performed under this Agreement are secular and nonpartisan in nature and that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, candidate or partisan effort. Furthermore, the Contractor agrees that all program services are and will be available to all eligible individuals regardless of religious belief or political affiliation.

11. Monitoring

- A. The **Contractor** agrees to permit **Aging's** staff and staff of the New York State Office for the Aging to review programmatic records and to monitor training, supervision and services at any time.
- B. As required, **Aging's** fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine original documentary evidence.

End of Article I

Law No.
Rev. 6-7-2010;
EISEP/CSE Housekeeper/Chore

IFMS No. SC EXE 0000000 _____
No. 001-6778/6777-4980-95285- _____

Article IA

New York State Office for the Aging Regulations (“Regulations”) governing the Expanded in-Home Services for the Elderly Program 9 NYCRR Part 6654

~~Application shall be required if such person does not have available, prior to paying such medical expenses, funds equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility.~~

~~(aj) The case manager shall assist the area agency in obtaining reimbursement for covered services provided to clients during any period during which such clients were eligible for Medicaid, including assistance in obtaining and presenting materials required under an agreement between the area agency and the local department of social services governing such reimbursement.~~

~~(ak) The case manager shall assist the area agency in ensuring that applicants who appear to be eligible for Medicaid receive services in as timely manner as applicants who do not appear to be eligible for Medicaid.~~

Historical Note

~~Sec. filed: Jan. 13, 1987 as emergency measure; March 13, 1987 as emergency measure; May 12, 1987 as emergency measure; July 10, 1987 as emergency measure; July 10, 1987; amd. filed June 29, 1999 eff. July 14, 1999.~~

Section 6654.17 EISEP in-home services.

(a) Each area agency receiving EISEP service funds shall ensure provision of both housekeeping/chore and homemaking/personal care services as needed by EISEP participants as determined in compliance with the assessment procedures prescribed in section 6654.16 of this Part.

(b) An in-home service provided as a respite service as described in section 6654.18 of this Part shall be so documented in the client case record and reported as a respite service in the forms prescribed by the office.

(c) An in-home services agency shall have and ensure that all in-home services workers are familiar with written procedures for responding to emergency situations.

(d) The area agency shall ensure that any certified home health agency providing EISEP in-home services shall, in fulfilling its charity care requirements, serve elderly individuals at least in proportion to their percentage in the population.

(e) Housekeeping/chore services include assistance with only the following tasks on behalf of or to assist a client:

- (1) making and changing beds;

- (2) dusting and vacuuming the rooms which the client uses;
 - (3) light cleaning of the kitchen, bedroom and bathroom;
 - (4) dishwashing;
 - (5) listing needed supplies;
 - (6) shopping for the client if no other arrangements are feasible;
 - (7) the client's laundering if no family member is available or able, including necessary ironing and mending;
 - (8) meal preparation, including simple modified diets;
 - (9) payment of bills and other essential errands; and
 - (10) escort to appointments and community activities.
- (f) Homemaking/personal care services include only:
- (1) assistance with the tasks listed in subdivision (e) of this section;
 - (2) assistance with:
 - (i) bathing of client in the bed, tub or shower;
 - (ii) dressing; and
 - (iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth; and
 - (3) some assistance with the following tasks performed and completed by the client:
 - (i) toileting, including assisting the client on and off the bedpan, commode or toilet;
 - (ii) walking within and outside the home;
 - (iii) transferring from bed to chair or wheelchair;
 - (iv) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed;

(v) feeding;

(vi) at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client;

(vii) routine skin care, including application of nonprescription skin care products;

(viii) in a nontechnical manner in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; and

(ix) changing simple dressings.

(g) To the extent feasible, the same worker should be assigned to a client whenever possible. An in-home services agency or area agency directly providing the services shall have a back-up system for worker substitution when the regular worker is not available.

(h) A personal care worker shall be able to read, write, and speak in English and, where applicable, in the client's primary language; understand and carry out instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving.

(i) An in-home services agency or area agency directly providing the services shall ensure that in-home workers perform tasks as specified in a client's care plan and service schedule.

(j) An in-home services agency or area agency directly providing the services shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.

(k) An in-home services agency or area agency directly providing the services shall ensure that:

(1) all in-home workers are in good physical health;

(2) the health status of all new personnel is assessed and documented prior to the beginning of patient contact, to ensure that he or she is free from any health impairment that is of potential risk to the patient, patient's family or informal caregivers, or employees or that may interfere with the performance of duties;

(3) a record of the following tests and examinations is maintained for all employees who have direct client contact:

(i) immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health, to be followed by immunization as appropriate;

(ii) ppd (Mantoux) skin test for tuberculosis prior to employment and no less than every two years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(iii) any test that may be required by the local board of health; and

(iv) an annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.

(l) Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.

(m) The in-home services agency or area agency directly providing the services shall have adequate insurance coverage for workers which may include self-insurance against liability claims resulting from personal or property injury.

(n) Each person providing housekeeping/chore services shall:

(1) be instructed, prior to delivering any in-home services, on how to work with the elderly;

(2) receive an orientation, prior to delivering any in-home services to:

(i) the housekeeping/chore tasks which the worker may perform;

(ii) the policies and procedures of the provider agency; and

(iii) the rights of clients as set forth in section 6654.16 of this Part;

(3) receive on-the-job training as needed to instruct the housekeeping/chore worker in a particular skill or technique or

to assist in resolving problems in individual care situations.

(o) Each person performing homemaking/personal care services shall:

(1) participate successfully, as documented in such person's personnel file and through compliance monitoring by the area agency, in a training program approved by the office. The office will approve any equivalent program for personal care workers approved by the State Department of Social Services or any equivalent program for home health aides approved by the State Department of Health. For approval by the office, the training must include:

(i) prior to delivering any homemaking/personal care service, successful completion of basic training (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office) in:

- (a) orientation to the agency, community, and the service;
- (b) working with the elderly;
- (c) body mechanics;
- (d) homemaking/personal care skills, taught by a registered nurse;
- (e) safety and accident prevention; and
- (f) food, nutrition and meal preparation.

(ii) Within three months of being hired to deliver homemaking/personal care services, successful completion (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office), as documented by attendance records and evaluation materials, of basic training:

(a) directed by a registered professional nurse or social worker or home economist with at least a bachelor's degree or four years professional experience in an area related to delivery of human services or education;

(b) totalling at least 40 hours of classroom type training;

(c) covering the topics listed in subparagraph (i) of this subdivision; and:

- (1) the family and family relationships;
- (2) the child in the family;
- (3) mental illness and mental health;
- (4) care of the home and personal belongings; and
- (5) family spending and budgeting;

(d) involving appropriate staff and community resources, such as public health nurses, home economists, physical therapists and social workers; and

(e) including evaluation of each person's competency in the required content according to criteria and methods for determining successful completion encompassing:

- (1) attendance at all classes or equivalent instruction;
- (2) determination of ability to competently perform required tasks and establish good working relationships with others;
- (3) written, performance and oral testing; instructor observations of overall performance, attitudes and work habits, preparation of assignments or home study materials; or other methods;

(iii) for at least three hours semiannually, successful participation in in-service training to develop, review or expand skills or knowledge; and

(iv) successful participation in periodic on-the-job training, as needed, in specific skills or techniques, or to assist in resolving problems in individual case situations, as deemed necessary by the supervising professional according to criteria for evaluating job performance and ability to function competently and safely; and

(2) provide references which shall be checked by the in-home services agency.

(p) Each in-home services worker shall:

(1) have or be designated a supervisor who shall:

(i) be a registered nurse or licensed practical nurse with two years of related experience; or possess a bachelors degree with a major in social work, psychology, counseling or related

field and one year of experience in the health or social services field; or have five years of related experience; and

(ii) have received an orientation from the area agency on EISEP's design, objectives, local administration, standards, policies and procedures;

(2) receive the first supervisory visit in the home of each client to whom he or she is regularly assigned within five working days of the first time he or she is to provide services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:

(i) demonstration and instruction to the worker and the client concerning specific tasks to be performed;

(ii) orientation to the client and worker; and

(iii) clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;

(3) receive regular supervision by the designated supervisor unannounced to the worker in each client's home at least every six months during which the supervisor shall:

(i) evaluate the in-home service worker's performance of required tasks;

(ii) provide to the in-home service worker information, consultation, instruction, and demonstration as needed;

(iii) determine the extent to which client needs are appropriately and adequately being met;

(iv) follow up, as specified by the case management agency, with the client's case manager to report the findings of the supervisory visit; and

(v) provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided; and

(4) receive administrative supervision on a regular basis.

(q) Records of in-home services agencies are subject to review

only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, office, or other authorized program or fiscal monitoring agents.

(r) An in-home services agency or area agency directly providing the services shall maintain a case record for each client receiving in-home services:

(1) containing:

(i) current and past care plan summaries;

(ii) a copy of the current and past authorizations for service;

(iii) a list of names and dates of workers who provide the in-home services;

(iv) dated verifications of service provision, signed by the client or his or her authorized representative;

(v) accident or incident reports;

(vi) on-going narrative notes of a substantive nature that include but are not limited to:

(a) observations;

(b) problems;

(c) plans of action;

(d) records of telephone contacts; and

(e) records of in-home supervisory visits;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the client last received services.

(s) An in-home services agency or area agency directly providing the services shall maintain a personnel record for each in-home services worker containing evidence of compliance with this section. No reimbursement shall be available for services provided by individuals who are not trained and supervised in accordance with this section.

**Article II
Definitions**

1. Meanings of Terms

As used herein:

“Audit of Financial Statements” means the examination by the Comptroller and any Federal or State auditing authority of the financial statements of the Contractor resulting in the publication of an independent opinion on whether or not those financial statements are relevant, accurate, complete, and fairly presented.

“Budget” means the Contractor’s summary or plan of the intended revenues and expenditures necessary to render the Services.

“Budget Deficiency Plan” means an analysis of the cost of the Services, changes in fiscal conditions, and required modifications to the Contract to continue to render the Services.

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of and surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

- a. The Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of Article III of the Contract; or
- b. The Contractor’s failure to maintain the amount and types of insurance required by the Contract; or
- c. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- d. The Contractor’s bankruptcy or insolvency; or
- e. The Contractor’s failure to cooperate in an Audit of Financial Statements; or
- f. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- g. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- h. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- i. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fringe Benefits” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid holidays, and vacations.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Management Letter**” means a letter, certified as true by the Contractor’s certified public account or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

“**Municipal Corporation**” means a town, village or school district.

“**Services**” means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

“**State**” means the State of New York.

“**Statement of Other Contracts**” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

“**Term**” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

2. Elements of Interpretation

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

Capitalized terms used, but not otherwise defined, herein, shall have the meanings assigned to them in the Contract.

End of Text for Article II

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held

by any person necessary to qualify him or the Contractor to perform the Services.

- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify

the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms

and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

- i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
- ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in Article V of the Contract.

d. Duties upon Termination

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.
- iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

- v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraph 8 of this **Article III.**

4. **Insurance**

- a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

3. **Indemnification and Defense**

- a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.
- b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
- ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
- iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of

such employees as are required to be covered by the provisions of the Workers' Compensation Law.

appropriate and deduct the cost thereof from a Fund Source.

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

g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).

5. **Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

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

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

6. **Severability**

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

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

7. **Merger; No Oral Changes**

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

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems

8. **Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval

by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. Non-Discrimination in Services

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

age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

11. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

12. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall

ultimately be made by the County Attorney after full disclosure is obtained.

Contract.

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

17. No Intended Third Party Beneficiaries

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

15. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

18. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the

19. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print: "This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

20. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the

Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

21. Arrears to County

Consultant warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

22. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times.

Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

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

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

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

Required Form:

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

2. Living Wage Law

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

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

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

Required Forms:

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

All contractors and subcontractors (as defined) of

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

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

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

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law

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

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

5. **Gratuities**

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

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

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

7. **Child Sexual Abuse Reporting Policy**

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

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in

effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

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

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

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

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

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

10. **Work Experience Participation**

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 211 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the

Law No.
Rev. 6-7-2010;
EISEP/CSE Housekeeper/Chore

IFMS No. SC EXE 000000 _____
No. 001-6778/6777-4980-95285- _____

Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

11. **Suffolk County Local Laws Website Address**

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

End of Text for Article IV

Article V
Notices and Contact Persons

1. Notices Relating to Payments, Reports, Insurance, Indemnification, or Other Submissions

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

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier; or Fax Transmittal; or Email:

County:
Holly S. Rhodes-Teague
Director, Office for the Aging
100 Veterans Memorial Highway
Hauppauge, New York 11788
Email: aging.office@suffolkcountyny.gov
Fax No. 631 853-8225

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

Email: mcevoy@riverheadli.com
Fax No. 631 722-8761

2. Notices Relating to Termination and/or Litigation

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

b. Any communication or notice regarding termination shall be in writing and shall be

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

By Personal Delivery and First Class Mail; First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier:

County:
Holly S. Rhodes-Teague
Director, Office for the Aging
100 Veterans Memorial Highway
Hauppauge, New York 11788

and to

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

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

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" means any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

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

End of Text for Article V

Article VI
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of March following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and program budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with

accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.

iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.

- iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to February 15th of that year.

release of the County from all claims by the Contractor.

e. Budget and/or Services Revisions

- i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract via resolution of the Legislature or by the County's adopted annual budget. The Contractor shall submit to the County, proposed revisions for either Budget or any necessary changes of Services to be provided.
- ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.
- iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget /Services Revisions is completely executed.

f. Taxes

The charges payable to the Contractor under the Contract are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

g. Final Voucher

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a

2. Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.) Determine how to pay for the Services;
 - ii.) Determine future payments to the Contractor; and
 - iii.) Determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.
- c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures

- a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its:
 - i.) salary scale for all positions listed in the Budget;

- ii.) personnel rules and procedures;
- iii.) pension plan and any other employee benefit plans or arrangements.

- b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.
- c. Notwithstanding anything in this paragraph 3 of this Article VI, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. Accounting Procedures

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted

notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

- c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract.

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each

Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b. The Auditor should be required to meet the following minimum requirements:
 - i.) a current license issued by the New York State Education Department;
 - ii.) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
 - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a non-profit organization or unit of local government and expends five hundred thousand

(\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.
- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of

the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.

- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

7. **Furniture, Fixtures, Equipment, Materials, Supplies**

a. **Purchases, Rentals or Leases Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order.

Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

b. **Purchase Practices/Proprietary Interest of County**

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted

for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.

- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. **County's Right to Take Title and Possession**

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies referred to in subparagraph 7(b) above and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

d. **Inventory Records, Controls and Reports**

The Contractor shall maintain proper and

accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

e. Protection of Property in Contractor's Custody

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, material or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. In the event of burglary, theft, vandalism, or disappearance of any item of furniture, fixtures, equipment, material or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials, or supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

f. Disposition of Property in Contractor's Custody

Upon termination of the County's funding of any of the Services covered by the Contract, or at any other time that the County may direct, the Contractor shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the Contractor's custody in which the County has a proprietary interest, in the same condition as such property was received by the Contractor, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor shall promptly submit to the County, upon request, any lease or rental agreement. If during the Term, the Contractor shall enter into a lease or rental agreement, or shall renew a lease or rental agreement, the Contractor shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County is set forth on the first page of the Contract.

b. Duplicate Payment from Other Sources

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

c. Funding Identification

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County itemizing for each such program the sums received, their source and the total program budget.

d. Outside Funding for Non-County Funded Activities

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department

reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In such event, no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

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

Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract; on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. Budget

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

i. Payment of Claims

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

j. Payments Limited to Actual Net Expenditures

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

County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

k. Travel Costs

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees.

l. Attendance at Conferences

All conferences that are partially or fully funded by the County that the Contractor's staff wish to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 4-2004.

m. Salaries

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

n. Salary Increases

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

o. Contractor Vacancies

The County shall have the right of prior approval of the Contractor's filling of any position vacant as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right, may promulgate reasonable regulations involving position control which shall be deemed to be incorporated by reference in, and be made part of, the Contract.

p. No Limitation On Rights

Notwithstanding anything in this Article VI, the County shall have available to it all rights and remedies under the Contract and at law and equity.

q. Comptroller's Rules and Regulations

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant Agreements" as promulgated by the County Department of Audit and Control and any amendments thereto during the Term. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

End of Article VI

Exhibits

Exhibit 1	Public Disclosure	not applicable – see cover signature page
Exhibit 2	Living Wage	
Exhibit 3	Union Certification	
Exhibit 4	Lawful Hiring	
Exhibit 5	Certification Regarding Lobbying	not applicable- state funded
Exhibit 6	Legislative Designated Funding Applications; Budget	
Exhibit 7	Budget Modification Request	
Exhibit 8	Budget/Services Revisions Approval	
Exhibit 9	Standard Operating Procedure A-07 Amendment 1 and Executive Order 4-04	
Exhibit 10	Comptroller's Rules	
Exhibit 11	Statement of Other Contracts	

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF APPLICABILITY
OF LIVING WAGE LAW

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

To Be Completed By The Living Wage Unit

DATE: April 12, 2010

TO: Mary-Valerie Kempinski, S.C. Dept. of Human Services, Office of the Aging

FROM:  Brenda Rosenberg, Director of Living Wage Compliance Unit

TELEPHONE #: 853-2063

VENDOR #: 11-6001935

REF. #: EISEP

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

We find:

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

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

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

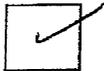
If the employer is presently under contract, the contractor shall be deemed non-compliant and the appeals process shall be made available to said employer (Chapter 347-5 A & B).

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

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

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

Section I



Check if
Applicable

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

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

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

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

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

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

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

Section II



Check if
Applicable

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

Suffolk County, New York
Department of Labor

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Ave Amount of Assistance: fee-for-service
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: 727-3200
Description of project or service: EISEP (Expanded In-Home Service for the Elderly)

Section IV

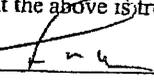
In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

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

Authorized Signature

Date

 3/19/10
Sean M. Walter, Town Supervisor
Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

VERIFICATION OF SUBMISSION OF LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

To Be Completed By the Local Law Compliance Unit

DATE: April 13, 2010

TO: Mary Valerie Kempinski, S. C. Office of the Aging

FROM: Brenda Rosenberg, Director

TELEPHONE# 631 853-3808

EMPLOYER: Town of Riverhead

VENDOR #: 11-6001935

REF. #: EISEP

You are hereby notified that the submission from Town of Riverhead has been received by the *Lawful Hiring of Employees* Unit of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees* Law (Local Law #52-2006),.

LHE-3

(01/07)

Law No.
Rev. 6-7-2010;
EISEP/CSE Housekeeper/Chore

IFMS No. SC EXE 0000000 _____
No. 001-6778/6777-4980-95285- _____

Exhibit 6

**BUDGET & RATE PAGE
EISEP/CSE Housekeeper/Chore,
Town of Riverhead**

April 1, 2010– March 31, 2011

FEES FOR SERVICE

Non Medical in-home personal care to be paid at the rate of \$14.44 per unit of service, as authorized in the care plan, for the current program year.

TOWN OF RIVERHEAD

Resolution # 543

AUTHORIZING THE SETTLEMENT WITH TERRY CONTRACTING

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a dispute has arisen between the Town and Terry Contracting & Material, Inc. (Terry Contracting) with respect to work performed pursuant to the contract entitled "Town of Riverhead Youngs Avenue Landfill Closure Agreement"; and

WHEREAS, Terry Contracting has revoked the mediation provisions of the contract; and

WHEREAS, a settlement proposal has been made to resolve all the claims between the parties to be paid in accordance with the terms of the stipulation of settlement attached hereto; and

WHEREAS, in light of the costs and attendant uncertainties of litigation it is in the best interest of the Town to accept the settlement proposal;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the proposed settlement; and it is further

RESOLVED, that the Supervisor is hereby authorized to sign the Settlement Agreement attached hereto on behalf of the Town, as well as any other documents, including but not limited to change orders, necessary to effectuate this matter; and it is further

RESOLVED, that the Financial Administrator is hereby authorized to amend the budget to implement this settlement; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Brian E. Lee, Esq., Ivone, Devine & Jensen, LLP, 2001 Marcus Avenue, Lake Success, New York 11042, Terry Contracting & Material, Inc., 840 West Main Street, Riverhead, New York, Financial Administrator, Town Attorney and 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

STIPULATION OF SETTLEMENT

AGREEMENT, this 11 day of JUNE, 2010 by and between Terry Contracting and Materials, Inc., with its principal offices at 840 West Main Street, Riverhead, New York (hereinafter "Terry") and the Town of Riverhead, with its principal offices at 200 Howell Avenue, Riverhead, New York, (hereinafter the "Town").

WHEREAS, a dispute has arisen between Terry and the Town under the contract between the parties entitled "Town of Riverhead Young's Avenue Landfill Closure Agreement"; and

WHEREAS, Terry contends that certain work it performed should be paid as "Item 36" work under the Contract Specifications rather than as "Item 8" work as initially determined by the Town's consulting engineers; in addition, Terry claims that it is entitled to be compensated under "Item 42" of the Contract Specifications for waste transported and graded within the cap limitations beyond the original elevations shown on the Contract Drawings (hereinafter "Terry's Claim"); and

WHEREAS, the Town has disputed Terry's claims and further has asserted that they were untimely in any event; and

WHEREAS, Terry sought to mediate the dispute under the terms of the Contract; and

WHEREAS, the Town sought to enjoin the mediation in a proceeding entitled "Town of Riverhead v. Terry Contracting and Materials, Inc.", Suffolk County Index No. 09-14862; and

WHEREAS, the Town's application for an injunction was denied and it has filed a Notice of Appeal; and

WHEREAS, the parties are desirous to settle this dispute without the further need of litigation;

NOW, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

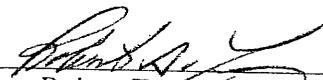
1. Terry shall be paid the sum of \$ 192,000.00 in full settlement of its claim for payments due for additional work (beyond amounts previously agreed) claimed under Items 8, 36 and 42 (hereinafter "the Settlement Amount"). Payment shall be made within 45 days from the full execution of this agreement.

2. Payment of the Settlement Amount shall be deemed payment in full Satisfaction of Terry's Claim for additional work.

3. Upon the execution of this agreement, the Town agrees that it shall not perfect its appeal from the Order dated August 10, 2009 (by Jones, J.).

4. Terry, by executing this agreement, agrees to withdraw its notice to mediate once payment is made as set forth above.

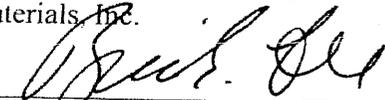
5. Upon payment of the Settlement Amount, Terry acknowledges that there are no further payments due it under the Contract for additional work under Items 8, 36 and 42 Terry Contracting and Materials, Inc., except for payment due under Change Order # 7 approved by the Town Board by resolution adopted December 17, 2009.

By 
Robert Terry, President

Town of Riverhead

By _____
Sean T. Walter, Supervisor

Attorneys for Terry Contracting
and Materials, Inc.

By 
Brian E. Lee, Esq.
Ivone, Devine & Jensen, LLP

Attorneys for Town of Riverhead

By _____
Frank A. Isler, Esq.
Smith, Finkelstein, Lundberg,
Isler & Yakaboski, LLP.

7/7/10
100544

ADOPTED

TOWN OF RIVERHEAD

Resolution # 544

**AUTHORIZES THE SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT
3829 MIDDLE COUNTRY ROAD, CALVERTON, NEW YORK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on October 16, 2007, the Town Board, authorized the commencement of legal action by Dawn C. Thomas, Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 3829 Middle Country Road, Calverton, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and

WHEREAS, legal action was commenced in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 3829 Middle Country Road, Calverton, New York; and

WHEREAS, the owners of the property situated at 3829 Middle Country Road, Calverton, New York applied for and obtained an interpretation/use variance from the Zoning Board of Appeals under Appeal no. 09-58 and dated September 24, 2009 whereby the use, occupancy upon the activity was determined to be permitted as an accessory use to the vested use as "building trade shop"; and

WHEREAS, the owners of the property situated at 3829 Middle Country Road, Calverton, New York applied for and obtained site plan approval from the Planning Board by Resolution # 2010-0038 adopted on May 20, 2010"; and

WHEREAS, in light of the approvals granted by the Zoning Board of Appeals and the Planning Board, the legal action commenced by the Town of Riverhead has been rendered academic or moot.

NOW BE IT RESOLVED, that Dawn C. Thomas, Town Attorney, or her designated Deputy Town Attorneys, is hereby authorized to sign the Stipulation of Discontinuance in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Building Department, the Accounting Department, and the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Plaintiffs,

**STIPULATION
DISCONTINUING
ACTION**

-against-

Index No. 08-28258

PRG CORP., GUILLO CONTRACTING CORP.,
PAUL W. GUILLO and THE BRIDGHAMPTON
NATIONAL BANK,

Defendants.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the same is discontinued against the Town of Riverhead only, with prejudice, without costs to either party as against the other. This stipulation may be filed without further notice with the clerk of the court. This Stipulation may be executed as duplicate originals so that when taken together the two originals constitute the final Stipulation Discontinuing the Action.

Dated: July _____, 2010

DAWN C. THOMAS, Town Attorney
Attorney for the Plaintiff
By: Robert F. Kozakiewicz, Dep. Town Attorney
200 Howell Avenue
Riverhead, New York 11901-2596

PETER S. DANOWSKI, JR., ESQ.
Attorney for the Defendants
616 Roanoke Avenue
Riverhead, New York 11901

TOWN OF RIVERHEAD

Resolution # 545

BEST WESTERN LATERAL SEWER EXT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Additional developer money has been received by the Superintendent of Sewer for the expenses associated with the Best Western/Tanger Sewer Extension;

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>
414.092705.421050.20024	Developer Fees	85,000	
414.081300.543504.20024	Engineering Expense		75,000
414.081300.543320.20024	Legal Expense		10,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sewer Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 546

BUSINESS IMPROVEMENT DISTRICT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the following budget adjustment to help fund the Business Improvement District;

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>
118.000000.499999	Appropriated Fund Balance	49,450	
118.064100.543925	Riverhead B.I.D. Mgmt Assoc		49,450

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Building Department and the Engineering Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

07.07.10 TABLED
07.20.10 UNTABLED
07.20.10 ADOPTED

7/7/10

TOWN OF RIVERHEAD

Resolution #547

22 BREEZY POINT ROAD, WADING RIVER
CHAPTER 96

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

	FROM	TO
406.010010.411000.410689 Real Property Taxes	\$3,750	
406.086660.540000.410689 Contractual Expenses		3,000
406.086660.549001.410689 Administration Fee		750

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared TABLED

07.20.10

On a motion of Councilman Dunleavy, seconded by Councilman Wooten, resolution #547 was UNTABLED

YES – 4 Gabrielsen, Wooten, Dunleavy, Walter

NO – 0

On a motion of Councilman Gabrielsen, seconded by Councilman Dunleavy, resolution #547 was ADOPTED (with amendments)

YES – 3 Wooten, Dunleavy, Walter

NO – 1 Gabrielsen

7/7/10
100548

TABLED

TOWN OF RIVERHEAD

Resolution # 548

86 LANDING LANE, BAITING HOLLOW
CHAPTER 96

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

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

	FROM	TO
406.010010.411000.41068Real Property Taxes	\$3,750	
406.086660.540000.41068Contractual Expenses		3,000
406.086660.549001.41068Administration Fee		750

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

07.07.10 TABLED
07.20.10 UNTABLED
07.20.10 ADOPTED

7/7/10
100549

TOWN OF RIVERHEAD

Resolution # 549

126 EDGAR AVENUE, AQUEBOGUE, TOWN OF RIVERHEAD
CHAPTER 96

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

	FROM	TO
406.010010.411000.4106870 Real Property Taxes	\$3,750	
406.086660.540000.4106870 Contractual Expenses		3,000
406.086660.549001.4106870 Administration Fee		750

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

07.20.10
On a motion of Councilman Dunleavy, seconded by Councilman Wooten,
resolution #549 was UNTABLED
YES – 4 Gabrielsen, Wooten, Dunleavy, Walter
NO – 0

On a motion of Councilman Wooten, seconded by Councilman Gabrielsen
resolution #549 was ADOPTED (with amendments)
YES – 3 Wooten, Dunleavy, Walter
NO – 1 Gabrielsen

TOWN OF RIVERHEAD

Resolution # 550

CALVERTON PARK C. D. A

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, an transfer of funds is needed to for environmental studies at EPCAL;

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>
914.069800.541203	Grounds R&M Landscaping	16,300	
914.069800.543975	Security Services	2,000	
914.069800.543900	Miscellaneous Consultants		18,300

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the CDA Department and the Engineering Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100551

ADOPTED

TOWN OF RIVERHEAD

Resolution # 551

**APPROVES CHAPTER 90 APPLICATION OF CHURCH OF THE HARVEST
(RIVERHEAD COMMUNITY APPRECIATION DAY)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 25, 2010, Church of the Harvest had submitted a Chapter 90 Application for the purpose of conducting an event entitled "Riverhead Community Appreciation Day" to include music, literature and food, to take place at the East End Arts Council located at 133 East Main Street, Riverhead, New York on Saturday, August 14, 2010 between the hours of 2:00 p.m. and 7:00 p.m.; and

WHEREAS, Church of the Harvest 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, 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 Church of the Harvest to conduct an event entitled "Riverhead Community Appreciation Day" to include music, literature and food, to take place at the East End Arts Council located at 133 East Main Street, Riverhead, New York on Saturday, August 14, 2010 between the hours of 2:00 p.m. and 7:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to its not-for-profit status; and be it further

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

RESOLVED, that any necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and 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-event" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Church of the Harvest, P.O. Box 1086, Riverhead, New York, 11901, East End Arts Council, 133 E. Main Street, Riverhead, NY, 11901, the Riverhead Fire Marshal; Riverhead Police Chief David Hegermiller and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100552

ADOPTED

TOWN OF RIVERHEAD

Resolution # 552

APPROVES CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC
(Craft Beer & Wine Festival – August 14, 2010)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on June 16, 2010, Martha Clara Vineyards, LLC had submitted a Chapter 90 Application for the purpose of conducting an event entitled “Craft Beer & Wine Festival” to be held on their property located at 6025 Sound Avenue, Riverhead, New York, on August 14, 2010 between the hours of 1:00 p.m. and 6:00 p.m.; and

WHEREAS, Martha Clara Vineyards, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

WHEREAS, the applicable Chapter 90 Application fee has been paid.

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 Martha Clara Vineyards, LLC for the purpose of an event entitled “Craft Beer & Wine Festival” to be held on their property located at 6025 Sound Avenue, Riverhead, New York, on August 14, 2010 between the hours of 1:00 p.m. and 6:00 p.m. is hereby approved; and be it further

RESOLVED, that any necessary tent permits 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 the 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 Town Clerk is hereby authorized to forward a copy of this resolution to Martha Clara Vineyards, LLC, Attn: Kenneth Reese, 6025 Sound Avenue, Riverhead, New York, 11901, Police Chief David Hegermiller and the Office of the Fire Marshal.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #553

**DECLARES LEAD AGENCY AND DETERMINES SIGNIFICANCE OF ACTION
ON SPECIAL PERMIT OF NEW YORK SMSA, LP (VERIZON WIRELESS),
WADING RIVER, ST. JOHNS RC CHURCH**

Councilman Gabrielsen offered the following resolution,
which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board is in receipt of a petition from New York SMSA, LP (d.b.a. Verizon Wireless) pursuant to Article XLI of the Town Code to construct a 100ft. concealment pole with nine wireless communication antenna panels and to place related ground equipment within a leased fenced compound on a 6.29ac. parcel zoned Residence B-80 and improved with a Roman Catholic church; such property more particularly described as SCTM 0600-54-2-8, and

WHEREAS, the Riverhead Planning Department has identified the intent as an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and deemed to be unnecessary in this case, and

WHEREAS, the Riverhead Planning Department has reviewed the project and has prepared a SEQR report identifying the potential impacts on the natural and social environment, and

WHEREAS, the Town Board believes there is the potential for at least one significant impact to result from the project and that an Environmental Impact Statement should be prepared, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares itself to be the Lead Agency in the State Environmental Quality Review of the special permit application of New York SMSA for wireless communications facility construction at the St. Johns RC church in Wading River; such site known as SCTM 0600-54-2-8, and

BE IT FURTHER RESOLVED, that the application be considered an Unlisted action with the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement is appropriate for exploratory, mitigative and discretionary authority, and

BE IT FURTHER RESOLVED, that pursuant to Part 617.13, the Town will charge the applicant a fee for administration and review of the EIS including its scoping, and

BE IT FURTHER RESOLVED, that the applicant or his agent be directed to prepare and submit to the lead agency a draft scope of issues pursuant to Part 617.8(b), and

BE IT FURTHER RESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to Part 617.12 and that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and to the applicant or his agent, 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter ABSTAIN

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #554

**DECLARES LEAD AGENCY AND DETERMINES SIGNIFICANCE OF ACTION
ON SPECIAL PERMIT OF T-MOBILE NORTHEAST, LLC, WADING RIVER
(LIPA)**

Councilwoman Giglio offered the following resolution which

was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board is in receipt of a petition from T-Mobile Northeast, LLC pursuant to Article XLI of the Town Code to remove a 70ft. electric transmission line utility pole and construct a 90ft. monopole as a replacement to that purpose and to locate eight wireless communication antenna panels on four tee arms atop the new structure and also to place related ground equipment within a 12ft.X23ft. fenced compound on a 1.25ac. parcel zoned Residence B-80 improved with the aforementioned transmission lines; such property more particularly described as SCTM 0600-72-2-9, and

WHEREAS, the Riverhead Planning Department has identified the intent as an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and deemed to be unnecessary in this case, and

WHEREAS, the Riverhead Planning Department has reviewed the project and has prepared a SEQR report identifying the potential impacts on the natural and social environment, and

WHEREAS, the Town Board believes there is the potential for at least one significant impact to result from the project and that an Environmental Impact Statement should be prepared, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares itself to be the Lead Agency in the State Environmental Quality Review of the special permit application of T-Mobile Northeast for wireless communications facility construction at LIPA right of way in Wading River known as SCTM 0600-72-2-9, and

BE IT FURTHER RESOLVED, that the application be considered an Unlisted action with the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement is appropriate for exploratory, mitigative and discretionary authority, and

BE IT FURTHER RESOLVED, that pursuant to Part 617.13, the Town will charge the applicant a fee for administration and review of the EIS including its scoping, and

BE IT FURTHER RESOLVED, that the applicant or his agent be directed to prepare and submit to the lead agency a draft scope of issues pursuant to Part 617.8(b), and

BE IT FURTHER RESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to Part 617.12 and that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and to the applicant or his agent, 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 555

EAST CREEK DOCKING FACILITY

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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>
122.072300.541000	Contractual Expenses, R & M	10,200	
122.019100.548300	Unallocated Insurance		10,200

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 556

GENERAL FUND

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, an increase in Insurance Recovery funds is expected due to the fire at the Building Department;

WHEREAS, additional funds are needed to cover the unanticipated costs of the flood remediation at the GYCC;

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>
001.092680.466000	Insurance Recovery	50,000	
001.016200.545210	Copier	10,000	
001.016200.542520	Supplies & Service / Fire		50,000
001.016200.542500	Supplies & Service		10,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Building Department and the Engineering Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 557

HIGHWAY DEPARTMENT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Superintendent of Highway has requested the following budget adjustments to pay for unforeseen expenses;

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>
111.051100.541301	Blacktop, Road Oil and Patch	74,000	
111.051100.545200	Equipment Rental	11,000	
111.051100.541301	Asphalt	25,000	
111.051100.541309	Road Sweepings	5,000	
111.051100.542612	Misc. Survey	1,000	
111.051300.524000	Equipment	50,000	
111.051400.524407	Traffic Safety Expense	5,000	
111.051400.541303	Traffic Paint	5,000	
111.051400.547504	Landfill Expense	5,000	
111.051400.523000	Improvements – Other than Bldgs	40,000	
111.051420.540000	Snow Removal	10,000	
111.051100.541310	Roads Repair & Maint.-Flood		74,000
111.051400.549000	Highway Miscellaneous		16,000
111.051300.541400	Equipment Repair		141,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Highway Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 558

APPOINTS MEMBERS TO THE LANDMARKS PRESERVATION COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on June 20,2006, the Town Board adopted Chapter 73 "Landmark Preservation" of the Town Code of the Town of Riverhead; and

WHEREAS, Chapter 73, Section 73-2 of the Landmarks Preservation Law authorized the Town Board to appoint seven members to serve on the Landmarks Preservation Commission; and

WHEREAS, pursuant to the provisions of Chapter 73. Section 73-2(C)the commission members are to be appointed for three year terms; and

WHEREAS, the terms of several members have expired and other members no longer seek to serve the balance of their terms on the committee, the Town Board deems it appropriate to reappoint members and appoint new members to serve the balance of the unexpired terms of former members of the Landmarks Preservation Committee; and

NOW THEREFORE BE IT RESOLVED that the Riverhead Town Board hereby reappoints and appoints the following members to the Landmarks Preservation Commission:

Reappointments

Stephanie Bail	Three-year term expiring March, 2013
Peter Lucas	Three-year term expiring March, 2013
Thomas Sledjeski	Three-year term expiring March, 2013

Appointments

Georgette Keller to replace Nancy Gilbert whose three year term will expire March 2013

Dee Muma to replace Vincent Taldone whose three year term will expire March 2012

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 559

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS ORIGINATED FROM PROPERTY LOCATED IN RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

WHEREAS, New Age Builders Inc. wishes to increase the available sanitary density for said premises using Pine Barrens credits originating from property located in the Town of Riverhead (Suffolk County Tax Map #0600-141.1-3-14); and

WHEREAS, the Town of Southampton has authorized said transfer.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter to the Suffolk County Department of Health Services approving the use of said Riverhead Pine Barrens credit on premises located at #11 & #15 Albany Street, Southampton, New York, further described as Suffolk County Tax Map #0900-166-2-43.3 and #0900-166-2-43.4; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute the attached letter; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to New Age Builders, Inc., Hampton Atrium Suite D-11, 186 Montauk Highway, Hampton Bays, NY, 11946; the Planning Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD

Sean M. Walter, Town Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.Riverheadli.com

July 8, 2010

John Sohngen
Suffolk County Department of Health Services
Office of Wastewater Management
360 Yaphank Avenue, Suite 2C
Yaphank, NY 11980

Re: New Age Builders, Inc.
#11 & #15 Albany Street, Southampton, NY
Suffolk County Tax Map #0900-166-2-43.3 & 43.4
Ref. No.: S09-04-0058

Dear Mr. Sohngen:

This shall confirm that the Town Board of the Town of Riverhead consents to the use of .10 Town of Riverhead Pine Barrens Credits to enhance the available sanitary density on properties known as #11 & #15 Albany Street, Southampton, New York and bearing Suffolk County Tax Map Nos. 0900-0166-2-43.3 and 0900-166-2-43.4, of which William B. Siegel is the certificate holder.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 560

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER FOR
OAKLEIGH AVENUE DRAINAGE RESTORATION PROJECT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, January 5, 2010, the Riverhead Town Board did adopt Town Board Resolution No. 21, entitled, "Awards Bid for Oakleigh Avenue Drainage Restoration Project"; and

WHEREAS, the bid was awarded to D. F. Stone Contracting, Ltd. in the amount of Two Hundred Thirty Seven Thousand Seven Hundred Seventy Six & 25/100 (\$237,776.25); and

WHEREAS, the Engineering Department has identified several contract item quantity reductions including curbing and sidewalk, catch basins, asphalt, pavement markings, decorative stone and landscaping which will result in a contractual credit of Thirty One Thousand Five Hundred Ninety Seven and 75/100 (-\$31,597.75); and

WHEREAS, the Engineering Department has recommended that additional revetment stone was needed to stabilize the east side of the slope and a block retaining wall was needed on the west side of the cul-de-sac to overcome steep grades which had been covered and previously stabilized by vegetation. These measures were needed to prevent erosion on the east side and allow for the correct ADA approved walkway width for the additional amount of Thirty Eight Thousand Forty Five and 53/100 (\$38,045.53); and

WHEREAS, the change order has been reviewed and discussed by the Town Board; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute a net change order for the Oakleigh Avenue Drainage Restoration Project for the amount of \$6,447.78; and

BE IT FURTHER RESOLVED, that the Purchasing Department be and is hereby authorized to increase Town of Riverhead Purchase Order 10-0070 issued to D. F. Stone Contracting, Ltd. in the amount of Six Thousand Four Hundred Forty Seven and 78/100 (\$6,447.78); and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to D.F. Stone Contracting, Ltd., 1230 Station Road, Medford, New York 11763, the Engineering Department, the Purchasing Department 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**OAKLEIGH AVENUE DRAINAGE RESTORATION PROJECT
TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK
CHANGE ORDER NO. 1**

Project: Oakleigh Avenue Drainage Restoration
 Change Order No.: 1
 Date: July 7, 2010
 Contractor: D. F. Stone Contracting, LTD.
 1230 Station Road
 Medford, New York 11763
 Contract Date: March 10, 2010

The Contract is changed as follows:

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

The Original Contract Sum was	\$237,776.25
Net Change by Previously Authorized Change Orders	\$0.00
The Contract Sum Prior to This Change Order was	\$237,776.25
The Contract Sum will be increased by this Change Order In the amount of	\$6,447.78
to represent	
an increase in the amount of Item No. 2 Unclassified Excavation (221.8 CY).....	+\$3,548.80
an increase in the amount of Item No. 4RCA (164 CY).....	+\$4,692.00
an increase in the amount of Item No. 6-Revetment Stone (20CY).....	+\$2,180.00
a decrease in the amount of Item 7- Concrete Curb (9 LF).....	-\$153.00
a decrease in the amount of Item 7M - Mountable Curb (3.9 LF).....	-\$67.00
a decrease in the amount of Item 9 - Conc. Sidewalk (6 SY).....	-\$360.00
an increase in the amount of Item No. 13-12- 12" PE pipe (27 LF).....	+\$432.00
an increase in the amount of Item No. 13-15 - 15" PE pipe (15LF).....	+\$315.00
an increase in the amount of Item No. 13-24 - 24" PE pipe (8 LF).....	+\$280.00
a decrease in the amount of Item No. 23 - Catch Basins Complete (1).....	-\$2,400.00
an increase in the amount of Item No. 50-Asphalt Top Course (185.T).....	+\$19,425.00
a decrease in the amount of Item No. 25-Base Course Asphalt (220 T).....	-\$23,100.00
elimination in Item No. 105ASC-Asp. Color System	-\$1,000.00
a decrease in the amount of Item No. 112 - Topsoil and Seed (351 SY).....	-\$1,317.75
elimination of Item No. 116 Thermoplastic ReflectORIZED Pavement Markings.....	-\$900.00
elimination in Item No. 205 Native Landscaping.....	-\$2,300.00
addition of 58 LF of low profile retaining wall for the west side of the vehicle turn around (LS).....	+\$7,172.73
The New Contract Sum Including this Change Order will be.....	\$244,224.03

Contractor	Owner
D. F. Stone Contracting, Ltd.	Town of Riverhead
1230 Station Road	200 Howell Avenue
Medford, New York 11763	Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

7/7/10
100561

ADOPTED

TOWN OF RIVERHEAD

Resolution # 561

TERMINATES A LEAVE OF ABSENCE AND REAPPOINTS A POLICE OFFICER TO FULL TIME STATUS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #512, duly adopted by the Riverhead Town Board on June 15, 2010, appointed three individuals to the position of Police Officer; and

WHEREAS, one of those individuals, Sean Mackie, was placed on a Leave of Absence.

NOW, THEREFORE, BE IT RESOLVED, that said Leave of Absence is terminated and effective July 7, 2010, Sean Mackie is re-appointed to the full-time position of Police Officer.

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 from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 562

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 23, 2010, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting their annual "Polish Town Street Fair and Festival" to include a carnival, to be held on Pulaski Street, Osborne Avenue and Lincoln Street, Riverhead, New York, on the following dates and times:

Friday, August 20, 2010 6:00 p.m. to 10:00 p.m. – (Carnival only)
Saturday, August 21, 2010 10:00 a.m. to 6:00 p.m. – (Fair & Carnival)
Sunday, August 22, 2010 10:00 a.m. and 6:00 p.m. – (Fair & Carnival); and

WHEREAS, the Polish Town Civic Association has completed and filed a Long 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 Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, Polish Town Civic Association has requested this event be exempt from Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; 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 Polish Town Civic Association for the purpose of conducting their annual Polish Town Street Fair and

Festival to be held on Pulaski Street, Osborne Avenue and Lincoln Street, Riverhead, New York, on the above referenced dates and times, is hereby approved; and be it further

RESOLVED, that the approval of this event is subject to receipt of a certificate of insurance naming the Town of Riverhead as an additional insured **no later than July 15, 2010**; and be it further

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

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to its not-for-profit status; and be it further

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

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

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department and the Riverhead Fire Marshal 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 the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901, the Riverhead Police Department, the Riverhead Fire Marshal, the Highway Department, the Engineering Department and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100563

ADOPTED

TOWN OF RIVERHEAD

Resolution # 563

**AUTHORIZES THE RELEASE OF SECURITY OF
RUGBY RECREATIONAL GROUP, LLC
(SUBDIVISION ENTITLED "BAITING HOLLOW CLUB" –
CONSTRUCTION/EXTENSION OF LATERAL WATER MAIN)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution #762 adopted on September 3, 2008, the Riverhead Town Board accepted Bank of Smithtown Irrevocable Letter of Credit #1000407 in the sum of Two Hundred Forty-Three Thousand Five Hundred Dollars (\$243,500.00) representing costs associated with the construction/extension of a lateral water main to service the subject subdivision in connection with the construction of 30 single family dwellings along the west side of Warner Road, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-40-2-6.3 and #0600-40-2-10, pursuant to Chapter 105-2.2 of the Riverhead Town Code; and

WHEREAS, Rugby Recreation Group, LLC has requested that the irrevocable letter of credit previously posted be released due to the substitution of cash payments (\$5,000.00 - Receipt #H8704, \$14,500.00-Receipt #I29107, and \$224,500.00 Receipt-#I35210), in connection with the completion of the lateral water main construction/extension; and

WHEREAS, pursuant to letter dated December 21, 2009, the Riverhead Water District has advised that all improvements have been satisfactorily completed to the District's regulations and standards.

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100564

ADOPTED

TOWN OF RIVERHEAD

Resolution # 564

ACCEPTS THE RESIGNATION OF A PROBATIONARY POLICE OFFICER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Chief of Police David J. Hegermiller has received a letter of resignation submitted by Salvatore Santoro, from the position of Probationary Police Officer, effective July 2, 2010.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts the letter of resignation submitted by Salvatore Santoro; 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 from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 565

**DECLARES LEAD AGENCY AND DETERMINES SIGNIFICANCE OF ACTION
ON SPECIAL PERMIT OF NEW YORK SMSA, LP (VERIZON WIRELESS),
WADING RIVER, ST. JOHNS RC CHURCH AND CALLS PUBLIC SCOPING
HEARING**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board is in receipt of a petition from New York SMSA, LP (d.b.a. Verizon Wireless) pursuant to Article XLI of the Town Code to construct a 100ft. concealment pole with nine wireless communication antenna panels and to place related ground equipment within a leased fenced compound on a 6.29ac. parcel zoned Residence B-80 and improved with a Roman Catholic church; such property more particularly described as SCTM 0600-54-2-8, and

WHEREAS, the Riverhead Planning Department has identified the intent as an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and deemed to be unnecessary in this case, and

WHEREAS, the Riverhead Planning Department has reviewed the project and has prepared a SEQR report identifying the potential impacts on the natural and social environment, and

WHEREAS, the Town Board believes there is the potential for at least one significant impact to result from the project and that an Environmental Impact Statement should be prepared, and

WHEREAS, the Town Board desires to conduct a scoping process to properly focus the content of the resultant Environmental Impact Statement including holding a scoping hearing pursuant to Part 617.8(e) to solicit public commentary, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares itself to be the Lead Agency in the State Environmental Quality Review of the special permit application of New York SMSA for wireless communications facility construction at the St. Johns RC church in Wading River; such site known as SCTM 0600-54-2-8, and

BE IT FURTHER RESOLVED, that the application be considered an Unlisted action with the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement is appropriate for exploratory, mitigative and discretionary authority, and

BE IT FURTHER RESOLVED, that pursuant to Part 617.13, the Town will charge the applicant a fee for administration and review of the EIS including its scoping, and

BE IT FURTHER RESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to Part 617.12 and that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and to the applicant or his agent and to publish and post the following notice of public scoping hearing in the July 15th , 2010 issue of the News Review.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared WITHDRAWN

PLEASE TAKE NOTICE that a public scoping 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 11th day of August 2010 at 3:30 PM to solicit public comment on the scope of issues of the Environmental Impact Statement of New York SMSA, LP (d.b.a. Verizon Wireless) for wireless communications facility construction at St. Johns RC church in Wading River upon 6.29ac. of real property zoned Residence B-80; such real property being more particularly described as Suffolk County Tax Map Parcel Number 0600-54-2-8.

Dated: Riverhead, New York
July 7th, 2010

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

TOWN OF RIVERHEAD

Resolution #566

**DECLARES LEAD AGENCY AND DETERMINES SIGNIFICANCE OF ACTION
ON SPECIAL PERMIT OF T-MOBILE NORTHEAST, LLC, WADING RIVER
(LIPA) AND CALLS PUBLIC SCOPING HEARING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board is in receipt of a petition from T-Mobile Northeast, LLC pursuant to Article XLI of the Town Code to remove a 70ft. electric transmission line utility pole and construct a 90ft. monopole as a replacement to that purpose and to locate eight wireless communication antenna panels on four tee arms atop the new structure and also to place related ground equipment within a 12ft.X23ft. fenced compound on a 1.25ac. parcel zoned Residence B-80 improved with the aforementioned transmission lines; such property more particularly described as SCTM 0600-72-2-9, and

WHEREAS, the Riverhead Planning Department has identified the intent as an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and deemed to be unnecessary in this case, and

WHEREAS, the Riverhead Planning Department has reviewed the project and has prepared a SEQR report identifying the potential impacts on the natural and social environment, and

WHEREAS, the Town Board believes there is the potential for at least one significant impact to result from the project and that an Environmental Impact Statement should be prepared, and

WHEREAS, the Town Board desires to conduct a scoping process to properly focus the content of the resultant Environmental Impact Statement including holding a scoping hearing pursuant to Part 617.8(e) to solicit public commentary, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares itself to be the Lead Agency in the State Environmental Quality Review of the special permit application of T-Mobile Northeast for wireless communications facility construction at LIPA right of way in Wading River known as SCTM 0600-72-2-9, and

BE IT FURTHER RESOLVED, that the application be considered an Unlisted action with the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement is appropriate for exploratory, mitigative and discretionary authority, and

BE IT FURTHER RESOLVED, that pursuant to Part 617.13, the Town will charge the applicant a fee for administration and review of the EIS including its scoping, and

BE IT FURTHER RESOLVED, that the Planning Department be directed to file the requisite notice of significance pursuant to Part 617.12 and that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and to the applicant or his agent and to publish and post the following notice of public scoping hearing in the July 15th , 2010 issue of the News Review.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared WITHDRAWN

PLEASE TAKE NOTICE that a public scoping 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 August 2010 at 3:30 PM to solicit public comment on the scope of issues of the Environmental Impact Statement of T-Mobile Northeast for wireless communications facility construction upon a LIPA right of way in Wading River consisting of 1.25ac. of real property zoned Residence B-80; such real property being more particularly described as Suffolk County Tax Map Parcel Number 0600-72-2-9.

Dated: Riverhead, New York
July 7th, 2010

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

TOWN OF RIVERHEAD

Resolution # 567

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR CONFIDENTIAL SECRETARY SARAH MANAREL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

BE IT RESOLVED, that the terms and conditions of employment of Confidential Secretary to the Town Attorney's Office, Sarah Manarel ("the employee") shall, effective May 24, 2010, be as follows:

TERM

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

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2008-2010 CSEA collective bargaining agreement.
3. (a) Thirty-Five (35) hours of personal leave will be granted per annum (January 1 to December 31).

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall

be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

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

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

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

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

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2008-2010 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to seventy (70) hours of vacation per annum (January 1 to December 31).

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

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

4. The employee may carry over any unused vacation days/hours from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. The buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 8.75 hours per month (105 hours per year) up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least thirty (30) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days for use in the event of illness, but those days may not be reaccumulated for payment purposes.

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

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any

agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

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

2. Time of Hearings.

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

3. Representation.

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

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

1. The Town shall pay, on Manarel's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Manarel if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family, if any.

If Manarel and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Manarel's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and Manarel must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as his last public sector employer, and have continuously self-paid his health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on Manarel's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Manarel and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on Manarel's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Manarel and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

WAGES

The employee shall receive the following annual salary:

Effective May 24, 2010: \$43,129.88, prorated through the remainder of the year.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared TABLED

07.20.10

On a motion of Councilman Dunleavy, seconded by Councilman Gabrielsen, resolution #567 was UNTABLED

YES – 4 Gabrielsen, Wooten, Dunleavy, Walter

NO – 0

On a motion of Councilman Wooten, seconded by Councilman Dunleavy, resolution #567 was WITHDRAWN

YES – 4 Gabrielsen, Wooten, Dunleavy, Walter

NO - 0

TOWN OF RIVERHEAD

Resolution # 568

APPOINTS A SEASONAL PUMP OUT BOAT OPERATOR

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for a Seasonal Pump Out Boat Operator exists in the Riverhead Town Police Department; and

WHEREAS, this position was duly advertised for, interviews were held, and, pending the results of a satisfactorily completed background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Edward O'Neill to the position of Seasonal Pump Out Boat Operator effective July 8, 2010 through September 15, 2010 at the hourly rate of \$10.00.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 569

AUTHORIZATION TO DISCARD FIXED ASSETS

Councilwoman Giglio 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 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>
CD	21534	Slide Projector
CD	21535	Projector Case
Highway	23434	Leaf Blower
Highway	23255	Midland Radio
Highway	23433	Weed Eater
Highway	26353	Floor Jack
Highway	23487	Shop Vac
Highway	29402	Battery Pack
Highway	1702	Safe
Highway	8529	2 Drawer File Cabinet
Highway	21082	5 Drawer File Cabinet
Highway	4437	Portable Radio
Highway	4436	Radio Charger
Highway	4434	Portable Radio
Highway	4435	Radio Charger
Municipal Garage	22776	Gas Boy Authorizer

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 570

ACCEPTS THE RETIREMENT OF A CONSTRUCTION EQUIPMENT OPERATOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of Benjamin Miller effective June 6, 2010.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Benjamin Miller.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100571

ADOPTED

TOWN OF RIVERHEAD

Resolution # 571

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PAINT FOR USE BY THE TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PAINT for use by the TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the July 15, 2010 issue of the News Review and;

NOW THEREFORE BE IT, RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from Doculex and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of PAINT for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on JULY 26, 2010.

Bid packets, including Specifications, may be obtained on our website @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 PAINT 2010.

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 572

ACCEPTS THE RESIGNATION OF A CALL-IN TRAFFIC CONTROL SPECIALIST

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter of resignation from Janice McKenna, a Call-In Traffic Control Specialist in the Riverhead Town Police Department, indicating her intent to resign effective June 16, 2010.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Janice McKenna from this call-in position.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 573

APPOINTS A TEMPORARY SENIOR CITIZEN AIDE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, due to a staffing shortage the need for a temporary Senior Citizen Aide exists in the Riverhead Town Senior Citizen Services; and

WHEREAS, a recommendation of a suitable candidate has been made by the Senior Citizens Program Director and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to a successfully completed background investigation and effective as of June 28, 2010, Daryl Sulzer is hereby appointed as a temporary Senior Citizen Aide at the hourly rate of \$15.00.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 574

REAPPOINTS SEASONAL TRAFFIC CONTROL OFFICER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, a recommendation has been made by the Chief of Police and the Personnel Officer to reappoint certain personnel.

NOW, THEREFORE, BE IT RESOLVED, that effective July 7, 2010 Christopher Butts is hereby reappointed to the position of seasonal Traffic Control Officer at the hourly rate of \$10.00.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 575

RATIFIES THE APPOINTMENT OF AN ASSISTANT RECREATION LEADER TO
THE RIVERHEAD RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Assistant Recreation Leader- Sailing (Level 1) is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 5th, 2010, this Town Board hereby ratifies the appointment of Daniel Snyder to the position of Call-In Assistant Recreation Leader- Sailing (Level 1) to be paid the rate of \$9.50 per hour to the Recreation Department 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100576

ADOPTED

TOWN OF RIVERHEAD

Resolution # 576

RESCIND TOWN BOARD RESOLUTION #10-504
REAUTHORIZE BUDGET ADOPTION
SENIOR ASSISTED LIVING FACILITY

CAPITAL PROJECT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the original resolution adopted contained an incorrect project number of 20031 along with a transposed cost center.

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

		<u>FROM</u>	<u>TO</u>
414.092705.421050.20032	Developer Fees	22,500	
414.083100.543504.20032	Professional Services Engineering		22,500

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to H2M, P.C 575 Broad Hollow Road, Melville, New York 11747 and the Sewer Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100577

ADOPTED

TOWN OF RIVERHEAD

Resolution # 577

**APPROVES CHAPTER 90 APPLICATION OF
ST. JOHN THE EVANGELIST R.C. CHURCH
(Craft Fair/Chinese Auction – October 9, 2010)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 21, 2010, St. John the Evangelist R.C. Church submitted a Chapter 90 Application for the purpose of conducting an annual "Craft Fair/Chinese Auction" to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, October 9, 2010 between the hours of 9:00 a.m. and 3:00 p.m.; and

WHEREAS, St. John the Evangelist R.C. Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the 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 including the certificate of insurance regarding said application.

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

RESOLVED that the Chapter 90 Application of St. John the Evangelist R.C. Church, for the purpose of conducting an annual "Craft Fair/Chinese Auction" to be held on their property located at 546 St. John's Place, Riverhead, New York on Saturday, October 9, 2010 between the hours of 9:00 a.m. and 3:00 p.m. is hereby approved; and be it further

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

RESOLVED, that the necessary tent permits be obtained and any tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and 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 scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee 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 St. John the Evangelist R.C. Church, 546 St. John's Place, Riverhead, New York, 11901, the riverhead Fire Marshal, Police Chief David Hegermiller and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 578

WATER DEPARTMENT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Superintendent of Water has requested the following budget adjustment to pay the Riverhead Highway Department for land clearance at Riverhead Fire Department Training Grounds off Route 58;

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>
112.083100.541100	Repairs	15,800	
112.083100.542500	Supplies & Service		15,800

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Building Department and the Engineering Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 579

AWARDS BID FOR SPORTING GOODS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, bids were received and opened at 11:00 am on March 23, 2010 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

RESOLVED, that the bid for SPORTING GOODS for the Town of Riverhead be and hereby is, awarded to PORT JEFFERSON SPORTS, RIDDELL/ALL AMERICAN, CANON SPORTS & SPORT SUPPLY GROUP, INC. for prices on the attached pages.

BE I FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a copy of this resolution to the above vendors and the Purchasing Department.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**SPORTING SUPPLIES AND EQUIPMENT 2010
 BID RESULTS RECREATION**

	BRAND (OR EQUAL)	ITEM #	PORT JEFF	SPORT SUPPLY	CANNON
1 Adult polyester vest royal					
2 Adjustable Baseball Basket		C46ROXXX		1.68	
3 All Purpose Backstop System 1.75" mesh		BSBBASK		64.96	
4 Athletic Field Stripper		1071435		1386.96	
5 7' Pop up Catch Net	EASTON	0795XXXX	\$ 45.00		
6 10' x 10' Blue Canopy		1194876	\$ 83.70		
7 24x36 Laundry bag		1248258	\$ 179.90	182.78	
8 100 Inflation Needles		MSLB2436		2.58	
9 165' Measuring Tape		MSNED100			\$ 6.33
10 200' Home Run Fence youth softball		MSTAP165			\$ 6.40
11 18" Tie wraps		BS314GP		896.56	
12 4-wheel hvy duty 50lb dry line marker		BBPCTIES		26.56	
13 75 Ball Instructor	BALLHOPPER	BBHDDM50			\$ 183.29
14 Base Plugs 3 pk.		MTINSTRU			\$ 12.42
15 Basketballs-Synthetic Men's	MACGREGOR	BBBLPLUGPK			\$ 9.78
16 Basketballs-Synthetic Women's	MACGREGOR	MCX6000X			\$ 10.96
17 Basketball-Men's Heavy	MACGREGOR	MCX6285X			\$ 10.42
18 Bocce Set		MCXHVMEN		16.26	
19 Braided Basketball Net		7221XXXX		9.94	
20 Bucket of Practice softballs 11" Yellow		SNBBNPBRY		1.92	
21 Bushnell Velocity Speed Gun	BUSHNELL	5SBUC11Y		49.94	
22 Cleat and Spike Cleaner-Orange		1087932		109.32	
23 Club Soccer goal net		1186796	\$ 19.75		
24 Composition Soccerball/4	VOIT	1054729	\$ 115.00		
25 Cone Carrier		VCS66HXX			\$ 2.48
26 Cramer 6" x 9" Flex Cold Pack	CRAMER	93095XXX		2.12	
27 CS 19" Yellow Zip Ties		1099287	\$ 8.85		
28 Deluxe Croquet Set		1274035		28.73	
29 Dist ban 27"x36"		1152043	\$ 41.00		
30 Easton Thunder stick-youth	EASTON	1079654		67.72	
31 Easton Training Stick	EASTON	1264012		41.29	
32 Electronic inflator	GAME CRAFT			45.88	
33 Emerson Stop Watch Set	EMERSON	MSECOLEY			\$ 37.60
34 Enclosed swing seat	GAME CRAFT	1040685			\$ 22.51
				49.98	

SPORTING SUPPLIES AND EQUIPMENT 2010
 BID RESULTS RECREATION

35	Fence Crown Bright Yellow 250'		BBPC250X		179.26	
36	Fence Crown Tie Wraps		BBPCTIES		26.56	
37	Fixed Rung Agility Ladder		1271560	\$ 25.80		
38	Hand Tally Counter		MSHTALLY			\$ 2.37
39	Handheld Game Timer	MACGREGOR	MSSTP750		6.26	
40	Heat index warning system		1150216		118.88	
41	Jr. Rubber Football	MACGREGOR	MCX2JXXX		3.16	
42	Jugs sm ball pitch machine	JUGS	JGSBLM		220.34	
43	Jugs lite flight pitch machine	JUGS	1159196		376.68	
44	Jugs Lite flite Practice softball	JUGS	1159257		22.92	
45	Loop Hoe Edger		1184716		24.63	
46	Louisville slugger 7' practice net	LOUISVILLE S	560207	\$ 71.50		
47	Mac Anchor Clean out tool	MACGREGOR	BBDIGOUT		2.82	
48	Mac Batting Tee	MACGREGOR	BBBATTEE9		12.44	
49	Mac Bucket filled w/3 dz. Baseballs	MACGREGOR	1236033	\$ 64.50		
50	Mac Leather Basketball	MACGREGOR	MCX6285X		10.97	
51	Mac Practice baseball	MACGREGOR	MCB79PXX	\$ 18.25		\$ 30.33
52	Mac Safe/Soft Baseball Level 5	MACGREGOR	MCB5SV05	\$ 17.96		
53	Mac Step down Pitch Rubber	MACGREGOR	BBPRPROX		31.94	
54	Mac Wide CH Rubber Basketball	MACGREGOR	MCX35WID		3.47	
55	Mac Wood Filled inground Home Plate	MACGREGOR	BBHPSAFE	\$ 43.92		
56	Mac Womens Heavy Basketball	MACGREGOR	MCXHVVWOM		13.18	
57	Macgregor 11" Yellow s/s Softball	MACGREGOR	MCSB11SS		29.53	
58	Max-Net Tennis Set				86.46	
59	Measuring Tape 200'		MSTAP200			\$ 8.93
60	Mouth Guard Junior		MSMOUT	\$ 0.35		
61	Numbered Pinnie Royal		1040289		24.59	
62	Orange LIP Cones		1255706			\$ 30.00
63	Orange Spots		6059XXXY		10.94	
64	Outfield Distance Marker		1079654		67.72	
65	Pedestal Grill		NECSB16X		159.94	
66	Poly Vests					
67	Portable signal horn 8oz.		MSAIR8ZH	\$ 3.94		
68	Portable signal horn refill		MSAIR8ZR	\$ 9.88		
69	PVC Sleeve Driver		MKA106		1.68	
70	Reaction ball		60500XXX		4.37	

SPORTING SUPPLIES AND EQUIPMENT 2010
 BID RESULTS RECREATION

71	Rol-Dri Seamless	ROL-DRI	MTRDSMLS		35.93	
72	Rubber Volleyball	VOIT	VV5HXXX			\$ 2.59
73	V5RWB VOIT VB Rubber	VOIT	1272765		3.98	
74	Rubber Baby Bucket Swing	GAME CRAFT	1040746		23.76	
75	Sifting Scoop		K72977		79.22	
76	Small ball 4 dz. Bucket	JUGS	JGSBL4DZ		35.88	
77	Smart Pole Ground Sockets		MK16GS12CP		69.98	
78	Soccer Flag Set		MSSOCFLGY			\$ 24.40
79	Soccer Net Pro/White		SN383PROW			\$ 99.70
80	Soccer Nets		SN7X212M	\$ 69.85		\$ 69.89
81	Soft touch Progressive Release Bases		BBBASBRE		76.58	
82	Sportline Econoport		MSSTP240			\$ 4.34
83	Steel Bat Racks		1159622		23.92	
84	Tennis Ball Retriever	BALLHOPPER	MTRETRIE			\$ 12.42
85	Tennis Balls penn yellow	PENN	MTPENCAN		2.98	
86	Tennis Net Center Straps	MACGREGOR	MTCSTRAP		2.74	
87	Tennis Nets	MACGREGOR	TN300V42Y		64.36	
88	Tennis Post Reel				8.12	
89	Training for speed, agility & quickness		1248623		20.96	
90	Ultimate Playground Goal		1038859		69.74	
91	Voit Composition Soccerball/5	VOIT	VCS33XXX		3.32	
92	Voit Composition Soccerball/3	VOIT	VCS77HXX		2.92	
93	Voit Int. sz Rubber Basketball	VOIT	VCB8HXXX		3.36	
94	Voit Rookie sz Rubber Basketball	VOIT	VCB5HXXX		3.14	
95	Whiffle brand bat 32"		3193XXXX			\$ 1.65
96	Whistle Lanyard black dz.		MSLNYDBKDZ			\$ 2.64
97	Whistle-black plastic		3059XXXXDZ			\$ 2.69
98	White perf Baseball		1033601		2.86	
99	White Perf Softball		1033618		2.86	
100	White Field paint 3 case		0792PACK	\$ 35.00	3.71	
101	Yellow Socket Caps		MKA103Y		5.76	

RIVERHEAD PAL SPORTS BID 2010

FOOTBALL

<u>PRODUCT NUMBER</u>	<u>BRAND</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>VENDOR</u>
1150469		YOUTH SIDELINE KIT	\$185.42	SPORT SUPPLY GOUP INC
MCFMXJNR	MACGREGOR	JUNIOR FOOTBALL LEATHER	\$23.77	SPORT SUPPLY GOUP INC
MCFMXPWF	MACGREGOR	PEE WEE FOOTBALL LEATHER	\$22.23	SPORT SUPPLY GOUP INC
3F1360	WILSON	WILSON TDJ JUNIOR FOOTBALL LEATHER	\$28.99	PORT JEFFERSON SPORTS
3F1382B	WILSON	WILSON PEE WEE FOOTBAL LEATHER	\$26.99	PORT JEFFERSON SPORTS
YLMSPATXXX		EXTRA POINT TEE	\$1.88	SPORT SUPPLY GOUP INC
YL1149449		ROLLAWAY HELMET RACK	\$168.98	SPORT SUPPLY GOUP INC
YL1233964		2" HELMET NUMBERS DIE CUT	\$3.52	SPORT SUPPLY GOUP INC
YL1233926		3" 1 COLOR DIE CUT LETTER	\$3.33	SPORT SUPPLY GOUP INC
YL1233933		4" 1 COLOR DIE CUT LETTER	\$3.72	SPORT SUPPLY GOUP INC
MSMOUTPK		VARSITY MOUTHPIECES	\$0.33	RIDDELL / ALL AMERICAN
YL1179613		JUNIOR MOUTHPIECES 25 PK	\$7.00	SPORT SUPPLY GOUP INC
FBUJPDZ		UNIVERSAL JAW PADS PER DZ	\$36.62	SPORT SUPPLY GOUP INC
FBCS100L		HARD CUP LOW HOOK UP CHINSTRAP	\$6.33	RIDDELL / ALL AMERICAN
FBCS4XXX		SOFT CUP LOW HOOK UP CHINSTRAP	\$2.88	SPORT SUPPLY GOUP INC
FBLTNXXXPK		1/2" T-NUT LONG 50 PK	\$7.96	SPORT SUPPLY GOUP INC
FBMTNXXXPK		3/8" T-NUT MEDIUM 50 PK	\$7.72	SPORT SUPPLY GOUP INC
FBSTNXXXPK		1/8" T-NUT SHORT 50 PK	\$4.96	SPORT SUPPLY GOUP INC
FBMCSBXXPK		METAL CHIN STRAP BUCKLE 50 PK	\$8.82	SPORT SUPPLY GOUP INC
FBCSSXXXPK		1/4" CHINSTRAP SNAP 50 PK	\$8.49	SPORT SUPPLY GOUP INC
FBSSWASHPK		STEEL WASHER 50 PK	\$9.22	SPORT SUPPLY GOUP INC
FBHSXXXPK		1/2" HELMET SCREW 50 PK	\$2.98	SPORT SUPPLY GOUP INC
YL1150308	RIDDELL	RIDDELL LITTLE PRO HELMET ROYAL	\$46.00	RIDDELL / ALL AMERICAN
YL1150247	RIDDELL	RIDDELL VSR2Y HELMET ROYAL	\$66.00	RIDDELL / ALL AMERICAN
YL1276923	RIDDELL	RIDDELL ATTACK HELMET ROYAL	\$51.00	RIDDELL / ALL AMERICAN
YL1235371	SCHUTT	DNA RECRUIT HELMET ROYAL W/ MASK	\$71.32	SPORT SUPPLY GOUP INC
20018077	SCHUTT	YOUTH ADVANTAGE HELMET ROYAL	\$82.92	SPORT SUPPLY GOUP INC

YL1240603	SCHUTT	DNA RECRUIT JAW PAD DZ		
P3801400		HIP PAD SET	\$59.62	SPORT SUPPLY GOUP INC
PRODUCT #	BRAND	DESCRIPTION	PRICE	
YLFBULTPY		THIGH PAD LITE	\$3.82	SPORT SUPPLY GOUP INC
YLFBTPY		THIGH PAD VINYL	\$3.76	SPORT SUPPLY GOUP INC
YLFBULKPY		KNEE PAD LITE	\$4.24	SPORT SUPPLY GOUP INC
YLFBKP30		KNEE PAD VINYL	\$1.88	SPORT SUPPLY GOUP INC
YLFBULHP3Y		HIP PADS LITE	\$3.64	SPORT SUPPLY GOUP INC
YLFBHP3SLY		HIP PADS VINYL	\$3.82	SPORT SUPPLY GOUP INC
P2104000		THIGH PADS	\$4.96	SPORT SUPPLY GOUP INC
2001690		3 POCKET YOUTH GIRDLE	\$4.99	PORT JEFFERSON SPORTS
2001693		3 POCKET ADULT GIRDLE	\$5.36	SPORT SUPPLY GOUP INC
2001695		ADULT 5 POCKET GIRDLE	\$5.99	PORT JEFFERSON SPORTS
YLFBSWBBKX		WRISTBAND	\$10.72	SPORT SUPPLY GOUP INC
YL1201857	PRO DOWN	BULLDOG SHOULDER PADS XXSM	\$3.53	SPORT SUPPLY GOUP INC
YL1201864	PRO DOWN	BULLDOG SHOULDER PADS XSM	\$23.79	SPORT SUPPLY GOUP INC
YL1201871	PRO DOWN	BULLDOG SHOULDER PADS SM	\$24.21	SPORT SUPPLY GOUP INC
YL1201888	PRO DOWN	BULLDOG SHOULDER PADS MD	\$26.13	SPORT SUPPLY GOUP INC
YL1201895	PRO DOWN	BULLDOG SHOULDER PADS LG	\$27.34	SPORT SUPPLY GOUP INC
YL1201901	PRO DOWN	BULLDOG SHOULDER PADS XL	\$27.98	SPORT SUPPLY GOUP INC
P7520000		YOUTH FLAK VEST	\$29.94	SPORT SUPPLY GOUP INC
FBCC501R		MCDavid COWBOY COLLAR	\$11.74	SPORT SUPPLY GOUP INC
FBCCBPXX		BACK PLATE	\$46.90	PORT JEFFERSON SPORTS
YL1187748	PRO DOWN	SHOULDER PAD RACK	\$7.90	PORT JEFFERSON SPORTS
YL1187779	PRO DOWN	DOUBLE SHOULDER PAD RACK	\$116.64	SPORT SUPPLY GOUP INC
FBSP36		BLACK LACES	\$169.74	SPORT SUPPLY GOUP INC
FBRE150B		1-1/2" BLACK ELASTIC	\$16.98	SPORT SUPPLY GOUP INC
FBRE100B		1" BLACK ELASTIC	\$31.29	SPORT SUPPLY GOUP INC
20028366		PARTS KIT	\$21.96	SPORT SUPPLY GOUP INC
FBTH100XPK		1" METAL T HOOK 50 PK	N/B	N/B
FBKWM150PK		1-1/2" METAL FASTENER 50 PK	\$12.52	SPORT SUPPLY GOUP INC
FBSTH150PK		1-1/2" SWIVEL T-HOOK 50 PK	\$13.67	SPORT SUPPLY GOUP INC
1008579		PRO KICK HOLDER	\$35.63	SPORT SUPPLY GOUP INC
200235000		ROUND BLOCKING DUMMY	\$21.16	SPORT SUPPLY GOUP INC
200234411		PRO SHEILD	\$84.63	RIDDELL / ALL AMERICAN
1071948		SCRIMMAGE HELMET COVER DZ	\$36.68	SPORT SUPPLY GOUP INC
			\$35.39	SPORT SUPPLY GOUP INC

0795XXXX		ATHLETIC FIELD STRIPPER	\$74.94	PORT JEFFERSON SPORTS
STSPRDBL		SHOULDER PAD RACK 4 STACK	\$169.74	SPORT SUPPLY GOUP INC
1149449		FB HELMET CART	\$168.98	SPORT SUPPLY GOUP INC
1187052		TEAM EQUIPMENT BAG	\$17.72	SPORT SUPPLY GOUP INC
FBPROSET		PROSTYLE DOWN BOX/CHAINSET	\$359.00	PORT JEFFERSON SPORTS
200235311		YOUTH BLOCKING DUMMY (BLUE)	\$73.00	BILL FRITZ SPORTS GROUP
200232811		COLLEGIATE SHIELD	\$33.43	SPORT SUPPLY GOUP INC
MSSLDPDS		SQUARE DUMMY PAD	\$105.93	SPORT SUPPLY GOUP INC
MSVARDBC		VARSITY DOWN BOX/CHAIN SET	\$143.73	SPORT SUPPLY GOUP INC
FBPROBOX		PRO STYLE DOWN BOX	\$222.82	SPORT SUPPLY GOUP INC
C46		ADULT SCRIMMAGE VEST	\$1.68	SPORT SUPPLY GOUP INC
C46Y		YOUTH SCRIMMAGE VEST	\$1.64	SPORT SUPPLY GOUP INC
1023336		DAZZLE FOOTBALL PANTS YOUTH	\$13.64	SPORT SUPPLY GOUP INC
YL1039078		ADULT DAZZLE FOOTBALL PANTS	\$14.34	SPORT SUPPLY GOUP INC
1022919		YOUTH FOOTBALL PANT 613BSL	\$10.94	PORT JEFFERSON SPORTS
3650SL		ADULT FOOTBALL PANT 615SL	\$13.19	PORT JEFFERSON SPORTS
NFLJY		YOUTH REPLICAS JERSEYS W/#'S	\$22.78	SPORT SUPPLY GOUP INC
PRODUCT #	BRAND	DESCRIPTION	PRICE	VENDOR
NFLJA		ADULT REPLICAS JERSEYS W/#'S	\$22.78	SPORT SUPPLY GOUP INC
FBBLT1		FOOTBALL BELTS	\$0.73	RIDDELL / ALL AMERICAN
2190XXXX		TRAINERS TAPE	\$34.94	PORT JEFFERSON SPORTS
2215XXXX		COLD PAKS	\$8.84	SPORT SUPPLY GOUP INC
YL 1076141 / 748CLY	ALLESON	YOUTH FULL LENGTH DAZZLE JERSEY W / #'S ON FRONT AND BACK AND LOGO ON FRONT	\$22.72	SPORT SUPPLY GOUP INC
YL1076585 / 748CL	ALLESON	ADULT FULL LENGTH DAZZLE JERSEY W/ #'S ON FRONT AND BACK AND LOGO ON FRONT	\$25.98	SPORT SUPPLY GOUP INC
7912RFK		MINI MED REFILL KIT	N/B	N/B
MDMINMED		MINI MED KIT	N/B	N/B
YL1066395		HELMET INFLATOR	\$12.24	SPORT SUPPLY GOUP INC
MSTBAG		FOOTBALL TRAVEL BAG	\$17.72	SPORT SUPPLY GOUP INC
C22Y	PRO DOWN	YOUTH PRACTICE JERSEY W/#'S	\$10.49	PORT JEFFERSON SPORTS
C11	PRO DOWN	ADULT PRACTICE JERSEY'S W/#'S	\$10.89	PORT JEFFERSON SPORTS
3059XXXXDZ		WHISTLES DZ	\$3.96	SPORT SUPPLY GOUP INC
MSLNYD		LANYARDS DZ	\$3.36	SPORT SUPPLY GOUP INC
MS12CONEY		ECONOMY CONE	\$0.99	CANNON SPORTS
MSCON—6		6" POLY CONE	\$2.24	SPORT SUPPLY GOUP INC

1040814		12" CONE		
FBPLWHXX		FOOTBALL PANT LACES	\$3.88	SPORT SUPPLY GOUP INC
1048742		TEAM BAG	\$15.76	SPORT SUPPLY GOUP INC
SNBCNETB		BALL EQUIPMENT BAG	\$18.12	SPORT SUPPLY GOUP INC
MSECOELEY		ELECTRIC INFLATOR	\$2.98	SPORT SUPPLY GOUP INC
61XXXXXX		DELUXE SCALE	\$37.60	CANNON SPORTS
MSWPYLON		WEIGHTED ANCHORLESS PYLONS	\$225.63	SPORT SUPPLY GOUP INC
YLNFLJ	REEBOK	NFL YOUTH GAME JERSEY W/NUMBERS	\$22.42	SPORT SUPPLY GOUP INC
1241051 / DA777DY	ALLESON	YOUTH MESH/DAZZLE FOOTBALL JERSEY WITH TWO COLOR #'S FRONT AND BACK AND TEAM LOGO ON FRONT	\$22.78	SPORT SUPPLY GOUP INC
1241532 / DA7770	ALLESON	ADULT MESH/DAZZLE FOOTBALL JERSEY WITH TWO COLOR #'S FRONT AND BACK AND TEAM LOGO ON FRONT	\$30.49	PORT JEFFERSON SPORTS
1250602 / 640DSLY	ALLESON	YOUTH DAZZLE FOOTBALL PANT SIZE SMALL-XL	\$33.24	PORT JEFFERSON SPORTS
1250640 / 640DSLY	ALLESON	YOUTH DAZZLE FOOTBALL PANT SIZE XXL	\$16.49	PORT JEFFERSON SPORTS
1250909 / 604DSL	ALLESON	ADULT DAZZLE FOOTBALL PANT SIZE S-XL	\$21.69	SPORT SUPPLY GOUP INC
YL1072679	ALUMAGOAL	FOOTBALL/SOCCER COMBO GOAL	\$18.49	PORT JEFFERSON SPORTS
YLSTTOURGS		OPTIONAL GROUND SLEEVES	\$1,398.56	SPORT SUPPLY GOUP INC
YL1054729		NET	\$119.74	SPORT SUPPLY GOUP INC
YLG808YXXX		PROTECTIVE POST PADS	\$122.42	SPORT SUPPLY GOUP INC
LACROSSE			\$142.29	SPORT SUPPLY GOUP INC
PRODUCT #	BRAND	DESCRIPTION	PRICE	VENDOR
1139044		WOMENS STX RACY LACROSSE STICK	\$27.44	SPORT SUPPLY GOUP INC
YL17GM3W		STX GOALMASTER STICK	\$47.00	BILL FRITZ SPORTS GROUP
1075144	STX	AV8 LACROSSE STICK	\$29.76	SPORT SUPPLY GOUP INC
1071399	DEBEER	BEDLAM LACROSSE STICK	\$25.98	SPORT SUPPLY GOUP INC
VLCBALL		VOIT LACROSSE BALL DZ	\$12.19	PORT JEFFERSON SPORTS
1725UPB		STX PRACTICE BALL DZ	\$12.19	PORT JEFFERSON SPORTS
17NFHS	STX	LACROSSE BALLS DZ	\$12.19	PORT JEFFERSON SPORTS
1049336	SHAMROCK	36CT LAX BALLS WHITE DZ	\$12.19	PORT JEFFERSON SPORTS
1049343	SHAMROCK	36CT LAX BALLS YELLOW DZ	\$12.19	PORT JEFFERSON SPORTS
1051414		CASCADE IRIS EYEMASK	\$12.19	PORT JEFFERSON SPORTS
1262902	VISTA	GOGGLES	\$32.00	PORT JEFFERSON SPORTS
LACOFFGL		OFFICIAL LACROSSE GOAL PR	\$25.64	SPORT SUPPLY GOUP INC
			\$436.76	SPORT SUPPLY GOUP INC

		FOLD UP LACROSSE GOAL	\$269.00	PORT JEFFERSON SPORTS
LACPRAGL		PRACTICE LACROSSE GOAL PR	\$198.00	PORT JEFFERSON SPORTS
1272925		LACROSSE NET 4MM	\$54.52	SPORT SUPPLY GOUP INC
1276565		LACROSSE NET 3MM	\$40.82	SPORT SUPPLY GOUP INC
1098259		CASCADE ADULT LAX HELMET WHITE	\$74.89	PORT JEFFERSON SPORTS
1098266		CASCADE CJ YOUTH HELMET WHITE WITH ADJUSTABLE SIZING	\$74.89	PORT JEFFERSON SPORTS
1262919	ICON	SMALL SHOULDER PADS	\$27.90	PORT JEFFERSON SPORTS
1262926	ICON	MEDIUM SHOULDER PADS	\$28.49	PORT JEFFERSON SPORTS
1262933	ICON	LARGE SHOULDER PADS	\$29.90	PORT JEFFERSON SPORTS
1071276	INTREPID	SMALL GLOVES	\$22.72	SPORT SUPPLY GOUP INC
1071283	INTREPID	MEDIUM GLOVES	\$27.49	PORT JEFFERSON SPORTS
1071290	INTREPID	LARGE GLOVES	\$27.23	SPORT SUPPLY GOUP INC
1262940	ICON	SMALL ARM PADS	\$16.76	SPORT SUPPLY GOUP INC
1262957	ICON	MEDIUM ARM PADS	\$16.76	SPORT SUPPLY GOUP INC
1262964	ICON	LARGE ARM PADS	\$16.76	SPORT SUPPLY GOUP INC
1155105	PRO-LITE	PRO LITE KIT SMALL	\$59.86	SPORT SUPPLY GOUP INC
1155112	PRO-LITE	PRO LITE KIT MEDIUM	\$59.86	SPORT SUPPLY GOUP INC
1262711		MESH REV SCRIMMAGE VESTS ADULT SIZE DZ	\$44.94	SPORT SUPPLY GOUP INC
1262773		MESH REV SCRIMMAGE VESTS INTERM SIZE DZ	\$42.82	SPORT SUPPLY GOUP INC
K145	WARRIOR	K145 VELOCITY JERSEY W/1 COLOR # & LOGO	\$21.49	PORT JEFFERSON SPORTS
K245	WARRIOR	MESH SHORTS W/LOGO	\$15.49	PORT JEFFERSON SPORTS
K145Y	WARRIOR	K145Y VELOCITY JERSEY W/ 1 COLOR # & LOGO	\$19.94	PORT JEFFERSON SPORTS
K245Y	WARRIOR	K245Y MESH SHORT W/ LOGO	\$14.49	PORT JEFFERSON SPORTS
MSMOUT		MOUTHGUARD W/STRAP VARSITY SIZE 25 PK	\$7.00	SPORT SUPPLY GOUP INC
11779613		MOUTHGUARD W/STRAP JUNIOR SIZE 25 PK	\$7.00	SPORT SUPPLY GOUP INC
MSAIR8ZH		PORTABLE SIGNAL HORN	\$11.94	PORT JEFFERSON SPORTS
		LACROSSE THROAT GUARDS FOR HELMET	N/B	N/B
MSSTP750	MACGREGOR	HAND HELD GAME TIMER	\$6.26	SPORT SUPPLY GOUP INC
YL1187021	MACGREGOR	BALL BAGS	\$8.84	SPORT SUPPLY GOUP INC
YL1276534		PADDED SHIN GUARDS	\$8.12	SPORT SUPPLY GOUP INC
YL0792XXXX	MARK 1	WHITE FIELD STRIPING PAINT 17 OZ CANS CASE OF 12	\$35.00	PORT JEFFERSON SPORTS
SOCCER				
PRODUCT #	BRAND	DESCRIPTION	PRICE	VENDOR

MCS30005	MACGREGOR	SIZE 5 SOCCER BALL	\$6.94	PORT JEFFERSON SPORTS
MCS30004	MACGREGOR	SIZE 4 SOCCER BALL	\$6.74	PORT JEFFERSON SPORTS
MCS30003	MACGREGOR	SIZE 3 SOCCER BALL	\$6.60	PORT JEFFERSON SPORTS
YL1150032	FUNNETS	4X6 SOCCER GOAL	\$84.63	SPORT SUPPLY GOUP INC
YL1150049	FUNNETS	REPLCEMENT NET 3MM BLUE	\$14.44	SPORT SUPPLY GOUP INC
6660XXX		SOCCER GOALS	N/B	N/B
1038873		SOCCER GOALS	N/B	N/B
SN383SNRY		SOCCER NETS	\$69.98	SPORT SUPPLY GOUP INC
MCSG7WHS		SHIN GUARDS	\$1.69	SPORT SUPPLY GOUP INC
MCSG9WHS		SHIN GUARDS	\$1.92	SPORT SUPPLY GOUP INC
1040890		LOW PROFILE CONES	\$0.30	CANNON SPORTS
93095XXX		WIRE CARRIER	\$2.12	SPORT SUPPLY GOUP INC
YL1273687		LARGE PROFILE CONES DZ	\$11.56	SPORT SUPPLY GOUP INC
MSSOCFLG		CORNER FLAGS	\$24.40	CANNON SPORTS
C20J		JUNIOR SOCKS	\$1.94	PORT JEFFERSON SPORTS
C20Y		YOUTH SOCKS	\$1.94	PORT JEFFERSON SPORTS
C20V		ADULT SOCKS	\$1.94	PORT JEFFERSON SPORTS
MSECOLEY		ELECTRIC INFLATOR	\$37.60	CANNON SPORTS
SNBCNETB		BALL BAGS	\$2.98	SPORT SUPPLY GOUP INC
YL1215496	SCORE	CHOICE KEEPER JERSEY	\$11.96	SPORT SUPPLY GOUP INC
C90KR		GOALKEEPER JERSEY	N/B	N/B
1028300		UNISEX JERSEY	N/B	N/B
YL1205275	SCORE	COSTA RICA TEAM PACKAGE	\$18.96	SPORT SUPPLY GOUP INC
YL1213867	SCORE	SYDNEY LEAGUE SHORT	\$9.52	SPORT SUPPLY GOUP INC
YL1205251	SCORE	CAMEROON TEAM PACKAGE	\$20.98	SPORT SUPPLY GOUP INC
YL1205268	SCORE	CHILE TEAM PACKAGE	\$19.88	SPORT SUPPLY GOUP INC
PRODUCT #	BRAND	DESCRIPTION	PRICE	VENDOR
MSNEDPAC6		INFLATING NEEDLES	\$0.98	SPORT SUPPLY GOUP INC
C58		REFEREE JERSEY	\$14.24	SPORT SUPPLY GOUP INC
MSLNYD—DZ		LANYARDS	\$3.36	SPORT SUPPLY GOUP INC
3059XXXDZ		WHISTLES	\$3.96	SPORT SUPPLY GOUP INC
CHEERLEADING				
PRODUCT#	MANUFACTURE	DESCRIPTION	PRICE	VENDOR
YL1178722 / C102P	ALLESON	PYRAMID SHELL WOMENS S-XL *****	\$32.89	PORT JEFFERSON SPORTS
YL1178760 / C102P	ALLESON	PYRAMID SHELL WOMENS 2XL *****	\$34.49	PORT JEFFERSON SPORTS

YL1178401 / C102PY	ALLESON	PYRAMID SHELL GIRLS XS-L****	\$30.89	PORT JEFFERSON SPORTS
YL1128178 / C201MY	ALLESON	MULTI PLEAT SKIRT YOUTH XXS-L	\$15.74	PORT JEFFERSON SPORTS
YL1128970 / C201M	ALLESON	MULTI PLEAT SKIRT ADULT S-XXL	\$16.94	PORT JEFFERSON SPORTS
YL1132588 / C300Y	ALLESON	BRIEF GIRLS XXS-L	\$4.49	PORT JEFFERSON SPORTS
YL1133233 / C300	ALLESON	BRIEF WOMENS S-XXL	\$4.69	PORT JEFFERSON SPORTS
YL1133882 / C301Y	ALLESON	BOY CUT BRIEF GIRLS XXS-L	\$5.70	PORT JEFFERSON SPORTS
YL1134537 / C301	ALLESON	BOY CUT BRIEF WOMENS S-XXL	\$5.94	PORT JEFFERSON SPORTS
YL1225556 / CSOM	ALLESON	MICRO FIBER MEGA CHEER SOCK	\$3.00	PORT JEFFERSON SPORTS
YL1225815 / CSOXT	ALLESON	MICRO FIBER MEGA TAB SOCK	\$3.00	PORT JEFFERSON SPORTS
YL1178227 / CPOM2	ALLESON	6" TWO COLOR POMS	\$6.70	PORT JEFFERSON SPORTS
YL1226089 / CHB1	ALLESON	FRENZY HAIR BOW	\$2.40	PORT JEFFERSON SPORTS
YL1255096 / CHB2	ALLESON	HYPE HAIR BOW	\$3.00	PORT JEFFERSON SPORTS
****ALL CHEERLEADING TOPS MUST INCLUDE 3 COLOR SIX INCH TACKLE TWILL LOGO****				

7/7/10
100580

ADOPTED

TOWN OF RIVERHEAD

Resolution #580

AWARDS BID FOR JANITORIAL SUPPLIES ITEMS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, bids were received and opened at 11:00 am on MAY 24, 2010, 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 JANITORIAL SUPPLIES for the Town of Riverhead be and hereby is, awarded to CENTER MORICHES PAPER; STRAUSS PAPER CO. INC., CENTRAL POLY CORP., MIVILA FOODS OF NY, SAM TELL INC., for prices on the attached pages.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

MIVILA OR : FORM
 "e" INDICATES EXCEPTION

		Town of Riverhead - Janitorial & Paper Supplies	QUANT.	PRICE	TOTAL
ITEM CODE	DESCRIPTION				
1	ALC-1851	ALUMINUM FOIL ROLL 18" X 500' .001			
			ROLL		
2	HFA-2045-35	3 COMPT ALUMINUM PANS W/ LIDS -250/CASE		38.75	\$ -
			CASE		
3	AUS-QTAMON	AMMONIA, QTS - 12/CASE			\$ -
			CASE		
4	NPP-APRON	2PE3V HVY WHITE POLY APRON 24" X 46" -500/CASE			\$ -
			CASE		
5	RLP-R334016N	BAGS, GARBAGE, 33" X 39" 16 micron Hi-Density - 250/CASE (no Nominal Weight)			\$ -
			CASE		
6	INP-6GRO	BAGS, KRAFT GROCERY #6 - 2000 / BUNDLE		30.95	\$ -
			BDL.		
7	FTN-10824XH	BAGS, PLASTIC , FOOD GRADE, 1.4MIL - 500/CASE			\$ -
			CASE		
8	ATL-SANDWICH	BAGS, WAXED SANDWICH - 6000/CASE		74.90	\$ -
			CASE		
9	ELT-GLBLEACH	BLEACH, 5.25%, GALLONS - 6/CASE			\$ -
			CASE		
10	DEL-7600 / DR32E	32OZ SPRAY BOTTLES W/ HI VOLUME SPRAYER			\$ -
			EACH		
11	NYM-81212	BOWL, 12OZ CHINET, HD PLASTIC - 1000/CASE			\$ -
			CASE		
12	NYM-81205	BOWL, 5OZ CHINET, HD PLASTIC - 1000/CASE			\$ -
			CASE		
13	HMB-JANITOR	BROOM, CORN, HD JANITOR			\$ -
			EACH		
14	HMBHMB-18MEDBRM	BROOM, 18" PUSH,MED BRISTLE,NO HANDLE			\$ -
			EACH		
15	WLN-BOWLBRSH	BRUSH, TOILET BOWL			\$ -
			EACH		

MIVILA OI FORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
16	CHS-954	CARDBOARD LUNCH BOX 9"X 5"X 4" - 250/BUNDLE		BUNDLE		\$	-
17	INO-SKNCLN12	HAND SOAP,PINK,800 ML, 12/CS		CASE		\$	-
18	PGI-CMTPWD	CLEANSER, COMET POWDER 21 OZ.-24/CASE		CASE		\$	-
19	EPC-O&GCLNR	CLEANER, EPIC, SWELL OVEN & GRILL, GALS- 4/CASE		CASE		\$	-
20	DRT-4J6	CONTAINRS, DART 4OZ SQUAT FOAM - 1000/CASE		CASE	15.95	\$	-
21	IMP-DMR-3	CUPS, COLD 3OZ PAPER - 2500/CASE		CASE		\$	-
22	DRT-6J6	CUPS, DART 6OZ FOAM - 1000/CASE		CASE	14.99	\$	-
23	DRT-8J8	CUPS, DART 8OZ FOAM - 1000/CASE		CASE	15.95	\$	-
24	DRT-5SPC	CUPS, DART 5OZ SOFT PLASTIC - 2500/CASE		CASE	28.95	\$	-
25	PKM-BOWLBOC	DEODORANT, BOWL BLOCK W/ WIRE 3.5OZ		DOZEN		\$	-
26	EPC-V8	DISH MACHINE DETERGENT POWDER, EPIC, 50#		CASE		\$	-
27	EPC-GUARDALL	DISINFECTANT, EPIC GUARDALL PINE - 4 GAL / CASE		CASE		\$	-
28	GPC-P8VUALL	DISPENSER, INDUSTRIAL ROLL TOWEL (SEE line 111)				\$	-
29	GPC-S4VUALL	DISPENSER, INDUSTRIAL BATH TISSUE (SEE LINE 109)				\$	-
30	DLC-#21DSP	DISPENSER FOR LURON LOTION SOAP (SEE LINE 76)				\$	-

MIVILA O. ORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
31	SPR-32HPSPOT	CARPET SPOTTER, CONTEMPO, PEROXIDE BASE,QTS-12/CS					
				CASE		\$	-
32	HMB-536-1	DUST MOP REFILL, 36" X 5" - 12/CASE				\$	-
33	DRK-32FNTSTK	FANTASTIK SPRAY CLEANER, QTS - 12/CASE		CASE	31.95	\$	-
34	BAM-XHWHTFK	FORKS, HD PLASTIC - 1000/CASE		CASE	18.95	\$	-
35	SFZ-BRJersey	GLOVES. 8OZ BROWN JERSEY - 12 PAIR		DOZEN		\$	-
36	BOS-4057	GLOVES, LEATHER PALM W/ GAUNTLET - 12 PAIR		DOZEN		\$	-
37	BOS-4027	GLOVES, RED LINED JERSEY - 12 PAIR		DOZEN		\$	-
38	N/A					\$	-
39	BLC-2020L	GLOVES, #2020L LATEX - YELLOW, LARGE - 12 PAIR		DOZEN		\$	-
40	RYL-MDPOLY	GLOVES, POLY, FOOD GRADE DISPOSABLE, MED. 1000/BOX)		DOZEN		\$	-
41	CHI-8507	HANDIWIPES, CHICOPEE - 200/CASE		CASE		\$	-
42	RLP-R386022B	LINERS, 38" X 60" 22 MICRON, HI DENSITY BLACK 150/CS(NO NOMINAL WEIGHT)		CASE		\$	-
43	BAM-XHWHTKN	KNIVES, HD PLASTIC - 1000/CASE		CASE	16.95	\$	-
44	ZR-HFA-4045L	LIDS, BOARD/CASE FOR 3 COMPT ALUM PANS - 500/CASE		CASE		\$	-
45	DRT-6JL	LIDS, PLASTIC, VENTED (FITS DART 6J6 & 4J6)		CASE	8.95	\$	-

MIVILA G FORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
46	DRT-8JL	LIDS, PLASTIC, VENTED (FITS DART 8J8)		CASE	9.65	\$	-
47	RLP-R303716N	LINERS, 30"X 36", 16 MICRON, HI DENSITY NATURAL 500/CS/(NO NOMINAL WT.)		CASE		\$	-
48	RLP-R404816N	LINERS, 40"X 48" 16 Micron Hi density Liners 250/CASE (No Nominal Weight)		CASE		\$	-
49	RLP-R242406N	LINERS, 24"X 23" 6 MICRON, HI DENSITY NATURAL 1000/CS (NO NOMINAL WT.)		CASE		\$	-
50	RLP-R243308N	LINERS, 24"X 33" 8 MICRON, HI DENSITY NATURAL 1000/CS(NO NOMINAL WT.)		CASE		\$	-
51	EPC-1EASTEND	LIQUID, EAST END POT & PAN DETERGENT - 4 GAL /CASE		CASE		\$	-
52	CNT-404-3	MOP BUCKET W/ WHEELS, CONTIENTAL MFG, 44QT		EACH	25.85	\$	-
53	CNT-596	MOP HANDLE, SCREW TYPE, CONTINENTAL MFG.		EACH		\$	-
54	HMB-24CTN	MOP HEAD, 24 OZ, 8PLY - WIDE BAND		EACH		\$	-
55	HMB-MDSPRCLN	MOP HEAD, MED BLEND, LOOPED, WIDE BAND - 12/CASE		EACH		\$	-
56	HMB-32CTN	MOP HEAD, 32OZ, 8PLY - WIDE BAND - 12/CASE		EACH		\$	-
57	HMB-12YTMOP	MOPS, YACHT, 12OZ - 6/CASE		EACH		\$	-
58	AMT-1948	NAPKINS, LUNCH, 1PLY 13X13 - 6000/CASE		EACH		\$	-
59	SPR-5BOUNCBK	FLOOR FINISH RESTORER - 5 GAL/PAIL		PAIL	54.90	\$	-

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
60	PRX-HBRILLO	PADS, BRILLO - 12/10'S /CASE		EACH	25.85	\$	-
61	PAC-SSSPNG	PADS, STEEL WOOL - 12 / BOX		DOZEN	4.85	\$	-
62	3MS-20STRIP	PADS, 3M FLOOR, 20" BLACK STRIPPING - 5/CASE		EACH		\$	-
63	**SEE LINE 60**					\$	-
64	3MS-20BUFF	PADS, 3M FLOOR, 20" RED BUFFING - 5/CASE		CASE		\$	-
65	3MS-17BUFF	PADS, 3M FLOOR, 17" RED BUFFING - 5/CASE		CASE		\$	-
66	3MS-17STRIP	PADS, 3M FLOOR, 17" BLACK STRIPPING - 5/CASE		CASE		\$	-
67	BKL-LINENMAT	PLACEMATS, BROOKLACE 601SE WHITE EMBOSSED-1000/CS		CASE	9.85	\$	-
68	ABC-9CLAY	PLATES, WHITE CLAY COATED SPIRAL - 1000/CASE		CASE		\$	-
69	NYM-81230	PLATES, 10.25" CHINET COMPARTMENT HD PLASTIC-500/CS		CASE	94.00	\$	-
70	NYM-81209	PLATES, 9" CHINET HD PLASTIC - 500/CASE		CASE	46.75	\$	-
71	NYM-81206	PLATES, 6" CHINET HD PLASTIC - 1000/CASE		CASE	47.90	\$	-
72	EPC-SWELLSS	POLISH, STAINLESS STEEL, AEROSOL, EPIC SWELL - 12/CASE		CASE	51.85	\$	-
73	HSP-MT4	SANITARY NAPKINS, MAXITHINS - 250/CASE		CASE		\$	-
74	ECO-18700	LIME-A-WAY DELIMER, GALLONS, - 4/CASE		CASE	54.90	\$	-

MIVILA C FORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
75	PGI-38JOY	SOAP, JOY, 38OZ DISH DETERGENT - 8/CASE		CASE	36.75	\$	-
76	DLC-LURONLOT	SOAP, LURON HAND & BODY - 8/CASE		CASE		\$	-
77	SPR-S/LBSBRD	INDUSTIAL STRENGTH AEROSOL BASEBOARD STRIPPER 18 OZ-12/CASE		CASE	47.90	\$	-
78	SPR-DUSTAER	INDUS STRENGTH AEROSOL DUSTMOP/CLOTH TREATMENT - 12/CASE		CASE	46.90	\$	-
79	SPR-TNTAERO	INDUS STRENGTH AEROSOL TNT TUB & TILE CLEANER 12/CS		CASE		\$	-
80	SPR-1FSAIRLF	INDUS STRENGTH LIQ. AIRLIFT AIR FRESH,FRESH SCENT-4 GAL/CS		CASE		\$	-
81	SPR-1BH38	INDUS STRENGHT BH-38 CLEANER/DEGREASER-4 GAL.CS		CASE	16.25	\$	-
82	SPR-BLOCAID	INDUS STRENGTH BLOCAID DRAIN/ SEWER CLEANER,QTS-12/CS		CASE	59.85	\$	-
83	ZR-55CLNCRGO	INDUS STRENGTH CLEAN CARGO, HD PRESSURE WASHER CLNR. 55 GAL.		DRUM		\$	-
84	SPR-5BH38	INDUS STRENGHT BH-38 CLEANER / DEGREASER - 5 GAL/ PAIL		PAIL	38.75	\$	-
85	SPR-32CDC10	INDUS STRENTH CLINGING DISINFECTANT QTS. 12/CASE		CASE		\$	-
86	SPR-1DMQ	INDUS STRENGTH DAMPMOP NUETRAL DISINFECTANT CLNR.4 GAL/CS		CASE	48.75	\$	-
87	SPR-FASTEASY	INDUS STRENGTH HARD SURFACE & GLASS CLEANER, QTS. 12/CASE		CASE	19.85	\$	-
88	SPR-5ONANON	INDUS STRENGTH ONANON POLYMER FLOOR FINISH-5 GAL. PAIL		PAIL		\$	-
						\$	-

MIVILA OF ORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
89	SPR-5ONBASE	INDUS STRENGTH ONBASE WATER-EMULSION FLOOR SEALER - 5 GAL/PAIL		PAIL	59.85	\$	-
90	SPR-5RFSTRIP	INDUS STRENGTH RINSE-FREE FLOOR STRIPPER 5 GAL. PAIL		PAIL	48.75	\$	-
91	SPR-FSAIRLFA	INDUS STRENGTH AEROSOL AIRLIFT AIR FRESHENER, FRESH SCENT-12/CS		CASE	42.85	\$	-
92	SPR-CTROSHLD	INDUS STRENGTH CITROSHIELD FURNITURE POLISH AEROSOL 20 OZ. 12/CS		CASE	43.85	\$	-
93	SPR-BOWLCLNR	INDUS STRENGTH GERMICIDAL BOWL CLEANER, QTS - 12/CASE		CASE	39.75	\$	-
94	SPR-1GLASCLN	INDUS STRENGTH GLASS CLEANER, GALLONS - 4/CASE		CASE	20.95	\$	-
95	SPR-1HNDCLNR	INDUS STRENGTH LIQUID HAND CLEANER, gallons 4/case		CASE	26.85	\$	-
96	SPR-1PATHMKR	INDUS STRENGTH PATHMAKER, LO-SUDS FLOOR CLEANER, GAL-4/CS		CASE	36.95	\$	-
97	SPR-32M95	INDUS STRENGTH M95 MILD ACID BOWLCLEANE-QTS - 12/CASE		CASE	36.95	\$	-
98	SPR-1NABC	INDUS STRENGTH NON-ACID DISINFECTANT BATHROOM CLEANER 4 GAL/CS		CASE		\$	-
99	SPR-1PD64	INDUS STRENGTH PD64 PHENOLIC DISINFECTANT CLEANER, GAL - 4/CASE		CASE		\$	-
100	SPR-32SSE	INDUS STRENGTH SSE CARPET PREPRAY/SPOTTER, QTS.- 12/CASE		CASE		\$	-
101	SPR-STRPHN2A	INDUS STRENGTH STERIPHENE II AEROSOL DISINFECTANT SPRAY 12/CS		CASE	48.75	\$	-
102	SPR-1SUPSPBF	INDUS STRENGTH SUPER SPRAY BUFF, GALLONS - 4/CASE		CASE	43.85	\$	-
103	** SEE LINE 77 **					\$	-
104	BAM-XHWHTTS	TEASPOONS, HD PLASTIC - 1000/CASE		CASE	16.95	\$	-

MIVILA O. ORM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
105	N/A					\$	-
106	HFM-REDROLL	TABLECLOTHS, PLASTIC, RED, 40" X 100' /ROLL		ROLL	14.50	\$	-
107	TMT-TCW	TABLECLOTHS, PLASTIC, WHITE, 40"X300' / ROLL		ROLL	12.85	\$	-
108	KCS-21606	TISSUE, FACIAL, KLEENEX, SIGNAL BOX, 125CT - 48BOX/CASE		CASE	18.95	\$	-
109	GPC-2520	TISSUE, BATHROOM GP (FITS GPC-S4VUALL DISPENSER 1 PLY,1000RO,48/CS		CASE		\$	-
110	SCA-TM1616	TISSUE, BATHROOM, TORK ADVANCED, 2PLY, 500/ROLL - 96/CASE 4.5" x 3.75"		CASE	32.00	\$	-
111	GPC-2830	TOWELS,PAPER,INDIS ROLL,WHITE (FITS GPCP8 VUALL DISP)12/CASE		CASE		\$	-
112	SCA-HB9201	TOWELS, PAPER, HOUSEHOLD, WHITE, TORK ADVANCED,120/ROLL/30CS.		CASE		\$	-
113	SCA-MB540A	TOWELS, PAPER, MULTIFOLD, WHITE, TORK UNIVERSAL- 4000/CS		CASE	17.40	\$	-
114	KCS-3405	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK, 84CT - 20/CASE		CASE	18.25	\$	-
115	KCS-5701	TOWELS, PAPER WIPERS, K-CLARK WYPALLS 12/15,WHITE-1008 CS.		CASE	42.85	\$	-

MIVILA OF... DRM
 "e" INDICATES EXCEPTION

	ITEM CODE	DESCRIPTION		TOTAL		\$	-
						\$	-
						\$	-
116	KCS-5930	TOWELS, PAPER WIPERS, K-CLARK SCOTTCLOTH 12/16,80 BX,5 BOX/CS		CASE		\$	-
117	KCS-1051	TOWELS,PAPER,C-PULL,KCLARK WHITE 500/RL/4ROLL CASE		CASE	26.75	\$	-
118	GPC28055	TOWELS, 600' ROLL,12 ROLLS/CASE		CASE	23.85	\$	-
119	CNT-3255	TRASH CAN DOLLY, CONTINENTAL MFG, BLACK		EACH	41.90	\$	-
120	CNT-5500	TRASH CAN 55 GALLON, HUSKEE / BRUTE, CONTINENTAL MFG, GRAY		EACH	62.00	\$	-
121	HSP-URNLSET	URINAL SCREEN W/ BLOCK, PLASTIC - 12/CASE		DOZEN	19.50	\$	-
122	BAM-MDKIT500	UTENSIL COMBO KIT, PLASTIC, WRAPPED - 500/CASE		CASE	13.75	\$	-
123	DRK-WINDXAER	WINDEX, AEROSOL, 20OZ - 12/CASE		CASE	41.85	\$	-
124	DRK-1WINDX	WINDEX, GALLONS - 4/CASE		CASE	16.95	\$	-
125	BOF-18X2M	WRAP, FOOD GRADE FILM, 35 GUAGEAEP/BORDEN 18" X 2000'		ROLL	13.25	\$	-
126	CNT-SW7	WRINGER, CONTINENTAL (FITS CNT-404-3 MOP BUCKET		EACH	36.95	\$	-
127	API-4257XH	LINERS, GARBAGE 42" X 57" 2MIL, INDIV FOLDED, FLAT BOT TOM		CASE		\$	-

MIVILA C FORM
"e" INDICATES EXCEPTION

7/7/10
100581

ADOPTED

TOWN OF RIVERHEAD

Resolution # 581

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST
PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO
AMEND CHAPTER 108 ENTITLED "ZONING"
(Yard Sales)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 of the Code of the Town of Riverhead entitled, "Zoning" once in the July 15th, 2010 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Attorney.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter 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 3rd day of August, 2010 at 2:10 o'clock p.m. to consider a local law to amend Chapter 108 of the Code of the Town of Riverhead entitled, " Zoning" of as follows:

Chapter 108
ZONING

**Article XIII
Supplementary Use Regulations**

§ 108-58.1 Yard sales. [Added 4-15-1997; amended 1-15-2002 by L. L. No. 2-2002]

A. Yard sales, attic sales, garage sales, auction sales or similar types of sales of personal property owned by the occupant of the premises and located thereon are subject to the following requirements:

- (1) No signs, except one on-premises sign and one off-premises directional sign, not larger than six square feet in size, displayed for a period of not longer than one week immediately prior to the day of such sale, shall be permitted.
- (2) The hours, location on the site and methods of operation will cause no unreasonable disturbance to the neighborhood.
- (3) The premises will be cleared of trash and debris and all signs erected will be removed the same day as the sale by sunset.
- (4) Not more than ~~three~~ four days of such sales shall be conducted on any lot within any calendar year.
- (5) To accommodate emergency vehicle access, the premises where the yard sale is to occur must be located on and abut a road that is at least 33 1/2 feet wide or otherwise the premises must provide off-street on-site parking for all patrons.
- (6) The sale of any firearm, rifle or shotgun is prohibited.

[Added 9-16-2008 by L.L. No. 34-2008]

B. Registration; fee.

- (1) Prior to any operator holding such sales within any calendar year, such operator must register the dates and location with the Town of Riverhead.
- (2) A registration form shall be obtained therefore from the Town Clerk.
- (3) A fee of \$5 shall be required for each permit issued.

C. Enforcement; violations and penalties.

- (1) The Ordinance Inspector shall enforce the provisions of this section.
- (2) Each violation of the provisions of this section shall be punishable by a fine of not less than \$50 nor more than \$500 per offense, with each day that a violation exists considered as a separate offense.

Dated: Riverhead, New York
July 7, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

- * Under line represents addition(s)
- * Strikethrough represents deletion(s)

7/7/10
100582

ADOPTED

TOWN OF RIVERHEAD

Resolution # 582

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST
PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO
AMEND CHAPTER 92 ENTITLED "HIGHWAYS, STREETS
AND SIDEWALKS" TO ENSURE THE TIMELY REMOVAL
OF DAMAGED UTILITY POLES ON TOWN HIGHWAYS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, "Highways, Streets and Sidewalks" once in the July 15, 2010 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Attorney.

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter 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 3rd day of August, 2010 at 2:15 o'clock p.m. to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, " Highways, Streets and Sidewalks" of the Riverhead Town Code as follows:

~~Article V Severability and When Effective (§92-14 – §92-15)~~

~~§92-14 Severability.~~

~~If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.~~

~~§92-15 When Effective.~~

~~This chapter shall take effect after the filing with the Secretary of State.~~

Article V Timely Removal of Damaged Utility Poles on Town Highways (§92-14 - §92-18)

§ 92-14 Legislative Intent.

A. The Riverhead Town Board hereby finds and determines that utility companies are frequently required to replace damaged utility poles.

B. The Riverhead Town Board also finds that this process often involves the installation of a new pole directly next to or in close proximity to the damaged pole, a practice known in the industry as a "double wood".

C. The Riverhead Town Board further determines that double woods should be in place only temporarily to allow the various utility companies a reasonable amount of time to move their equipment to the new pole.

D. The Riverhead Town Board determines that, increasingly, double woods are being left in place for long periods of time, sometimes for several years.

E. The Riverhead Town Board also finds and determines that double woods have proliferated to the point where there are now hundreds of aesthetically unpleasant damaged poles lining the Town's roadways.

F. The Riverhead Town Board determines that in addition to being eyesores, damaged poles left standing for unreasonably long periods of time pose a serious threat to the safety of Town of Riverhead residents.

G. Therefore, the purpose of this law is to incorporate into the Town of Riverhead Highway Department utility pole permitting process a requirement that damaged poles be removed in a timely manner and to authorize penalties against utilities when they fail to comply with this permit requirement or when they fail to remove existing, damaged poles in violation of this Article.

§ 92-15 Definitions.

A. As used in this law, the following term shall have the meaning indicated:

“DOUBLE WOOD” shall mean a new utility pole that is attached, or placed in close proximity, to a damaged utility pole.

“PLANT” shall mean the cables, terminals, conductors and other fixtures necessary for transmitting electric, telephone, cable television or other telecommunications service.

“PUBLIC UTILITY” shall mean any corporation, authority or other entity that provides electric, telephone, cable television or other telecommunications service to the residents of the Town of Riverhead.

§ 92-16 Permit Requirements.

The Town of Riverhead Highway Department shall include in all permits for the installation of utility poles on Town highways the following provisions:

1. The permittee shall have ninety (90) days to remove a damaged pole following the installation of a new pole.
2. If a damaged pole remains as part of a double wood after the ninety (90) day period has expired, the Town of Riverhead Highway Department shall notify the permittee that the damaged pole must be removed within sixty (60) days of receipt of the notice or a penalty will be imposed.
3. If a damaged pole remains as part of a double wood sixty (60) days after the Town’s notification, the permittee shall be assessed a penalty of two hundred fifty dollars (\$250.00) for each day the damaged pole is left standing.

§ 92-17 Compliance; Enforcement.

A. The Highway Department Superintendent or designee shall determine procedures for compliance with the provisions of this article.

B. The Highway Department Superintendent or designee shall also be responsible for undertaking the inspections to determine compliance and certification and filing the necessary documentation.

C. The provisions of this chapter shall be enforced by the Building Inspector, the Zoning and Building Administrator, Ordinance Inspector, Town Investigator, Senior Town Investigator and by the police officers of the Town of Riverhead, who shall be authorized to issue summonses to violators at the site of the violation. If the owner of the property on which the violation exists cannot be personally served at the time of the issuance of the summons, the summons shall be served upon the owner by certified mail, return receipt requested, addressed to the owner or its designated managing agent at the address listed in the property tax rolls as the address of the property owner.

§ 92-18 Penalties for Offenses: Civil penalty Authorized

A. Each day's continued violation shall constitute a separate, additional violation.

B. A violation of this Article shall be punishable by a fine not to exceed two hundred fifty dollars (\$250.00).

C. Any public utility that violates this law and fails to remove their double wood or plant from a damaged pole within sixty (60) days of receiving notification shall be subject to a civil penalty not to exceed \$250.00 for each such violation. Each day that the violation continues shall be deemed a separate violation.

D. If a public utility violates the provisions of this law and fails to remove the double wood or plant from a damaged pole in accordance with the provisions of this law, the Town Attorney upon authorization from the Town Board, may commence an action in the name of the Town of Riverhead in a court of competent jurisdiction for necessary relief which may include imposition of civil penalties as authorized by this law, in order to remove the double wood or plant from a damaged utility pole and/or to remove the damaged pole, the recovery of costs of the action and such other remedies as may be necessary to prevent or enjoin a dangerous condition from existing in a town highway.

§ 92-19 Applicability.

A. Scope. This article shall apply to all utility poles located within the Town of Riverhead, whether or not the use and installation thereof shall be permitted under applicable regulations, ted for a fee and a charge made if said premises are not occupied by the legal owner thereof.

B. This article shall apply to all utility pole permits issued by the Town of Riverhead Highway Department and shall apply to existing double wood on or after the effective date of this law.

C. The provisions of this article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations. Nothing in this article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other provision of local laws or ordinances of the Town or county or state laws and regulations. In case of conflict between any provisions of this article and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail. The issuance of any permit or the filing of any form under this article does not make legal any action or state of facts that is otherwise illegal under any other applicable legislation.

Article VI Severability and When Effective (§92-20 - §92-21)

§92-20 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.

§92-21 When Effective.

This chapter shall take effect after the filing with the Secretary of State.

Dated: Riverhead, New York
July 7, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

- * Under line represents addition(s)
- * Strikethrough represents deletion(s)

7/7/10
100583

ADOPTED

TOWN OF RIVERHEAD

Resolution # 583

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #10-25 June 17, 2010 (TBM 07/07/10)				
FUND NAME			06/17/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,015,396.26	1,015,396.26
RECREATION PROGRAM FUND	6		2,914.81	2,914.81
CHILD CARE CENTER BUILDING FUN	9		185.75	185.75
ECONOMIC DEVELOPMENT ZONE FUND	30		3,620.72	3,620.72
HIGHWAY FUND	111		129,703.65	129,703.65
WATER DISTRICT	112		98,710.20	98,710.20
RIVERHEAD SEWER DISTRICT	114		87,651.19	87,651.19
REFUSE & GARBAGE COLLECTION DI	115		365,661.06	365,661.06
STREET LIGHTING DISTRICT	116		9,910.46	9,910.46
BUSINESS IMPROVEMENT DISTRICT	118		59,074.30	59,074.30
AMBULANCE DISTRICT	120		158.80	158.80
EAST CREEK DOCKING FACILITY FU	122		4,033.30	4,033.30
CALVERTON SEWER DISTRICT	124		5,729.71	5,729.71
RIVERHEAD SCAVANGER WASTE DIST	128		43,184.46	43,184.46
WORKERS' COMPENSATION FUND	173		2,875.90	2,875.90
CDBG CONSORTIUM ACOUNT	181		656.23	656.23
TOWN HALL CAPITAL PROJECTS	406		204,609.10	204,609.10
YOUTH SERVICES CAP PROJECT	452		13.20	13.20
TRUST & AGENCY	735		1,416,517.10	1,416,517.10
CALVERTON PARK - C.D.A.	914		25.06	25.06
TOTAL ALL FUNDS			3,450,631.26	3,450,631.26

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100583

ADOPTED

TOWN OF RIVERHEAD

Resolution # 583

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #10-25 June 24, 2010 (TBM 07/07/10)				
FUND NAME			06/24/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		303,866.37	303,866.37
RECREATION PROGRAM FUND	6		1,393.00	1,393.00
CHILD CARE CENTER BUILDING FUN	9		108.04	108.04
ECONOMIC DEVELOPMENT ZONE FUND	30		4.88	4.88
MULTI-YEAR OPERATING FUND	99		7,000.00	7,000.00
HIGHWAY FUND	111		40,410.14	40,410.14
WATER DISTRICT	112		24,393.14	24,393.14
RIVERHEAD SEWER DISTRICT	114		20,953.08	20,953.08
REFUSE & GARBAGE COLLECTION DI	115		13.20	13.20
STREET LIGHTING DISTRICT	116		32,571.02	32,571.02
EAST CREEK DOCKING FACILITY FU	122		48.53	48.53
CALVERTON SEWER DISTRICT	124		1,108.38	1,108.38
RIVERHEAD SCAVANGER WASTE DIST	128		20,491.28	20,491.28
WORKERS' COMPENSATION FUND	173		6.60	6.60
RISK RETENTION FUND	175		341.00	341.00
WATER DISTRICT CAPITAL PROJECT	412		94,016.56	94,016.56
YOUTH SERVICES CAP PROJECT	452		13.20	13.20
TRUST & AGENCY	735		61,952.99	61,952.99
CALVERTON PARK - C.D.A.	914		1,070.00	1,070.00
TOTAL ALL FUNDS			609,761.41	609,761.41

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/7/10
100583

ADOPTED

TOWN OF RIVERHEAD

Resolution # 583

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

ABSTRACT #10-25 JuLY 01, 2010 (T.M. 07/07/10) seconded by Councilwoman Giglio				
FUND NAME			07/01/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,015,772.84	1,015,772.84
RECREATION PROGRAM FUND	6		8,803.08	8,803.08
ECONOMIC DEVELOPMENT ZONE FUND	30		3,843.06	3,843.06
HIGHWAY FUND	111		147,304.84	147,304.84
WATER DISTRICT	112		121,755.33	121,755.33
RIVERHEAD SEWER DISTRICT	114		43,683.09	43,683.09
REFUSE & GARBAGE COLLECTION DI	115		9,445.86	9,445.86
STREET LIGHTING DISTRICT	116		33,684.09	33,684.09
PUBLIC PARKING DISTRICT	117		576.81	576.81
BUSINESS IMPROVEMENT DISTRICT	118		56.07	56.07
AMBULANCE DISTRICT	120		2,422.31	2,422.31
EAST CREEK DOCKING FACILITY FU	122		16,823.57	16,823.57
CALVERTON SEWER DISTRICT	124		841.44	841.44
RIVERHEAD SCAVANGER WASTE DIST	128		13,412.20	13,412.20
WORKERS' COMPENSATION FUND	173		52,895.16	52,895.16
RISK RETENTION FUND	175		5,475.89	5,475.89
CDBG CONSORTIUM ACOUNT	181		625.74	625.74
TOWN HALL CAPITAL PROJECTS	406		1,183.00	1,183.00
YOUTH SERVICES CAP PROJECT	452		327.04	327.04
TRUST & AGENCY	735		1,080,406.89	1,080,406.89
CALVERTON PARK - C.D.A.	914		25,619.05	25,619.05
TOTAL ALL FUNDS			2,584,957.36	2,584,957.36

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #584

AUTHORIZES THE SUBMISSION OF AN "EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FY 2010 LOCAL SOLICITATION PROGRAM" GRANT APPLICATION

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

WHEREAS, the Town of Riverhead is eligible to receive funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) FY 2010 Local Solicitation Program in the amount of \$14,876;.

WHEREAS, the Police Department desires to equip its fleet of 18 vehicles with Data 911 Computer Systems;

WHEREAS, data 911 computer systems allow police vehicles to run Computer Aided Dispatch system, records management system, as well as online reporting while also running Department of Motor Vehicle data in the vehicles, thereby increasing efficiency, public service and safety.

WHEREAS, eight vehicles currently have the system and three more will be equipped with previously approved grant funds; and

WHEREAS, each system currently costs \$6,820; and

WHEREAS, the Riverhead Town Board commits up to \$5,584 towards this grant in order to allow the Police Department to equip an additional three vehicles.

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the submission of this application to U.S. Department of Justice.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and to Captain Richard Smith.

THE VOTE

Giglio Yes No Gabrielson Yes No

Wooten Yes No Dunleavy ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

On a motion of Councilman Wooten, seconded by Councilman Gabrielsen, the resolution was TAKEN OFF THE FLOOR

YES - 4

NO - 0