

**JUNE 1, 2011**  
**CDA RESOLUTION LIST**

CDA

Res. #11 Authorizes the Chairman to Execute a License Agreement with Sun Never Sets Productions, LLC (Utilize Portions of Town of Riverhead – Enterprise Park at Calverton Western Runway/Taxiway, Grumman Boulevard/River Road, Calverton for “Top Gear” Series)

**RESOLUTION LIST**

Res. #422 2011 Chips Town Truck Refurbishing Capital Project Budget Adoption

Res. #423 Awards Bid for Henry Pfeifer Community Center 500 Gallon Above Ground Oil Tank Installation & 1,000 Gallon Underground Oil Tank Removal

Res. #424 Awards Bid for Jamesport Town Beach Boardwalk and Pavillion

Res. #425 Awards Bid on 2007 ASV 100 HP Track Skid Loader

Res. #426 Appoints Part-Time Call-In Recreation Leader to the Youth Bureau (Jasmin Aceituno)

Res. #427 Appoints a Call-In Recreation Aide to the Recreation Department (Caleb Fox)

Res. #428 Appoints Seasonal Call-In Beach Attendants to the Recreation Department

Res. #429 Appoints Seasonal Call-In Lifeguards to the Recreation Department

Res. #430 Appoints a Call-In Recreation Aide I to the Recreation Department (Carolyn Carrera)

Res. #431 Appoints a Call-In Recreation Aide I to the Recreation Department (Yevgenlya Komzyuk)

Res. #432 Appoints a Call-In Park Attendant III to the Recreation Department (Emily Commins)

Res. #433 Appoints a Call-In Park Attendant III to the Recreation Department (Kenneth Drumm)

Res. #434 Appoints a Summer Recreation Program Leader to the Recreation Department (William Lawrence)

Res. #435 Appoints a Scorekeeper Level IV to the Recreation Department (Stephanie Heins)

- Res. #436 Appoints Seasonal Recreation Aides to the Recreation Department
- Res. #437 Appoints a Recreation Aide I Level I (Skate Park) to the Recreation Department (Devin Thieme)
- Res. #438 Authorizes Town Supervisor to Enter into a Renewal of Professional Engineering Services Agreement (H2M)
- Res. #439 Appoints a Hearing Officer
- Res. #440 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code
- Res. #441 Adopts a Local law Amending Chapter 14 Entitled "Community Preservation" of the Riverhead Town Code (Article V, Acquisition and Use of Open Spaces, Parks and Park Preserve)
- Res. #442 Appoints Member to Board of Ethics (Jeanmarie Costello)
- Res. #443 Extends Bid Contract for Quick Lube Maintenance for the Riverhead Water District
- Res. #444 Authorizes the Supervisor to Execute a License Agreement with Sun Never Sets Productions, LLC (Utilize Portions of Town of Riverhead – Enterprise Park at Calverton Western Runway/Taxiway, Grumman Boulevard/River Road, Calverton for "Top Gear" Series)
- Res. #445 Approves the Chapter 90 Application of Abate of NY Long Island Chapter (Veterans Appreciation Run – June 12, 2011)
- Res. #446 Ratifies Approval of the Chapter 90 Application of Riverhead Elks Lodge #2044 (Lawn Mower Event and Children's Bicycle Races – May 29, 2011)
- Res. #447 Establishes Location for Farmer's Market for 2011 Season
- Res. #448 Authorizes the Supervisor to Execute a Professional Services Agreement with the Raynor Group, P.E. & L.S., PLLC for Construction Monitoring and Inspection Services for EPCAL Recreational Facility
- Res. #449 Amends Resolution #407
- Res. #450 Pays Bills
- Res. #451 Authorizes the Supervisor to Execute Agreement with RKG Associates, Inc.

06.01.2011  
110422

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 422**

**2011 CHIPS TOWN TRUCK REFURBISHING  
CAPITAL PROJECT**

**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, State funds are available through the Consolidated Local Street and Highway Improvement Program (CHIPS);

**WHEREAS**, the Superintendent of Highway requests to utilize these funds to refurbish a Town owned truck;

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board authorize the Accounting Department to establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
406.053501.492510.45115	CHIPS	26,000	
406.051100.524175.45115	Truck Refurbishing		26,000

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

**THE VOTE**

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 423**

**AWARDS BID FOR HENRY PFEIFER COMMUNITY CENTER 500 GALLON ABOVE  
GROUND OIL TANK INSTALLATION & 1,000 GALLON UNDERGROUND OIL TANK  
REMOVAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Henry Pfeifer Community Center 500 Gallon Above Ground Oil Tank Installation & 1,000 Gallon Underground Oil Tank Removal, Calverton, New York; and

**WHEREAS**, nine (9) bids were received, opened and read aloud on the 24<sup>th</sup> day of March at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Henry Pfeifer Community Center 500 Gallon Above Ground Oil Tank Installation & 1,000 Gallon Underground Oil Tank Removal be and is hereby awarded to Island Pump & Tank Corp., in the amount of Thirty One Thousand, Five Hundred & 00/100 (\$31,500.00); and

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

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the Henry Pfeifer Community Center 500 Gallon Above Ground Oil Tank Installation & 1,000 Gallon Underground Oil Tank Removal project; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$31,500.00; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Island Pump & Tank Corp., 40 Doyle Court, East Northport, New York 11731-6405, Engineering, Purchasing Department, and the Office of Accounting.

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 424**

**AWARDS BID FOR JAMESPORT TOWN BEACH BOARDWALK AND PAVILLION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Jamesport Town Beach Boardwalk and Pavilion Replacement Project; and

**WHEREAS**, four (4) bids were received, opened and read aloud on the April 29, 2011 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Jamesport Town Beach Boardwalk and Pavilion Improvement Project be and is hereby awarded to South Shore Docks, Inc. in the amount of One Hundred Eleven Thousand Seven Hundred Fifty Dollars and 00/100 (\$111,750.00); and

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

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the Jamesport Town Beach Boardwalk and Pavilion Improvement Project; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$111,750.00; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ron Barnish, South Shore Docks, Inc., P.O. Box 37, East Quogue, NY 11942, Engineering Department, Purchasing Department and the Office of Accounting.

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio Yes No  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 425**

**AWARDS BID ON 2007 ASV 100 HP TRACK SKID LOADER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to advertise for sealed bids on a 2007 ASV 100 HP Track Skid Loader or an Approved Equal for the use of the Riverhead Highway Department, and

**WHEREAS**, all bids were received and read aloud on the 16<sup>th</sup> of May at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

**WHEREAS**, one bid was received,

**NOW THEREFORE BE IT RESOLVED**, that the bid for 2007 ASV 100 HP Track Skid Loader be and is hereby awarded to Malvese Equipment, 1 Henrietta St., Hicksville, NY 11801, in the amount of \$30,900.00,

**THEREFORE, BE IT FURTHER RESOLVED** that the Town Clerk shall provide a copy of this resolution to Malvese Equipment and the Highway Department, and

**BE IT FURTHER RESOLVED** that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 426**

**APPOINTS PART-TIME CALL IN RECREATION LEADER TO THE  
YOUTH BUREAU**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a part-time Recreation Leader is needed by the Riverhead Town Youth Bureau to implement the "Mentoring Matters" grant for at risk young people; and,

**WHEREAS**, a recommendation of a suitable candidate has been made by the Executive Director of the Youth Bureau and the Personnel Officer.

**NOW THEREFORE BE IT RESOLVED**, that effective March 28, 2011, this Town Board ratifies the appointment of Jasmin Aceituno as a Part-time Call-in Recreation Leader II Level III at the hourly rate of \$13.60; and,

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #427**

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective June 2<sup>nd</sup>, 2011, this Town Board hereby appoints Caleb Fox to the position of Call-In Recreation Aide, Level 1, to be paid the rate of \$7.50 per hour, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Caleb Fox, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 428**

**APPOINTS SEASONAL CALL-IN BEACH ATTENDANTS TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Call-In Beach Attendants are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective June 2, 2011 through and including September 5, 2011, this Town Board hereby appoints the attached list of Beach Attendants to the Recreation Department, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
6/1/11 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Level</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>	<b><u>Salary</u></b>
Fox	James	Call-In Beach Attendant	I	6/2/11	9/5/11	\$8.70
Gostic	Michelle	Call-In Beach Attendant	I	6/2/11	9/5/11	\$8.70
Heins	Stephanie	Call-In Beach Attendant	I	6/2/11	9/5/11	\$8.70
Kerr-Smith	Rebecca	Call-In Beach Attendant	I	6/2/11	9/5/11	\$8.70
Markert	Jessica	Call-In Beach Attendant	I	6/2/11	9/5/11	\$8.70
Mottern	Jennifer	Call-In Beach Attendant	II	6/2/11	9/5/11	\$9.60

**TOWN OF RIVERHEAD**

**Resolution #429**

**APPOINTS SEASONAL CALL- IN LIFEGUARDS TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective June 8, 2011 through and including September 5, 2011, this Town Board hereby appoints the attached list of Call-In Lifeguards to the Recreation Department, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
6/1/11 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Andes	Catherine	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Behrens	Riley	Call-In Lifeguard	V	6/2/11	9/5/11	\$13.25
Bilunas	Courtney	Call-In Lifeguard	V	6/2/11	9/5/11	\$13.25
Bieber	Brienne	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Carroll	Matthew	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Davis	Kyle	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
DiMartino	Lauren	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Fusco	Thomas	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Iannacchino	Paul	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00
Stirpe	Nanette	Call-In Lifeguard	I	6/2/11	9/5/11	\$11.00

**TOWN OF RIVERHEAD**

**Resolution # 430**

**APPOINTS A CALL-IN RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

**NOW THEREFORE BE IT RESOLVED**, that effective June 24<sup>th</sup>2011, this Town Board hereby appoints Carolyn Carrera to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Carolyn Carrera, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #431**

**APPOINTS A CALL-IN RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective June 20th, 2011, this Town Board hereby appoints Yevgenlya Komzyuk to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Yevgenlya Komzyuk, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 432**

**APPOINTS A CALL-IN PARK ATTENDANT III TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Park Attendant III is needed by the Riverhead Town Recreation Department for work at the Town parks,

**NOW THEREFORE BE IT RESOLVED**, that effective June 2<sup>nd</sup>, 2011, this Town Board hereby appoints Emily Commins to the position of Call-in Park Attendant III, Level 1, to be paid the rate of \$10.75 per hour and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Emily Commins, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #433**

**APPOINTS A CALL-IN PARK ATTENDANT III TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Park Attendant III is needed by the Riverhead Town Recreation Department for work at the Town parks,

**NOW THEREFORE BE IT RESOLVED**, that effective June 2<sup>nd</sup>,2011, this Town Board hereby appoints Kenneth Drumm to the position of Call-in Park Attendant III, Level 7, to be paid the rate of \$13.10 per hour and, be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Kenneth Drumm, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 434**

**APPOINTS A SUMMER RECREATION PROGRAM LEADER TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Summer Recreation Program Leader is needed by the Riverhead Town Recreation Department for the Town of Riverhead Summer Camp Programs

**NOW THEREFORE BE IT RESOLVED**, that effective June 2, 2011, through and including August 26, 2011 this Town Board hereby appoints William Lawrence to the position of Summer Recreation Program Leader, Level 2, to be paid the rate of \$13.75 per hour to the Recreation Department, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to William Lawrence, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 435**

**APPOINTS A SCOREKEEPER LEVEL IV TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-In Scorekeeper is needed by the Riverhead Town Recreation Department for the Town of Riverhead Adult Softball league.

**NOW THEREFORE BE IT RESOLVED**, that effective June 1, 2011, this Town Board hereby appoints Stephanie Heins to the position of Call-In Scorekeeper Level IV, to be paid the rate of \$9.65 per hour to the Recreation Department and, be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Stephanie Heins, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 436**

**APPOINTS SEASONAL RECREATION AIDES TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, seasonal Recreation Aides are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

**NOW THEREFORE BE IT RESOLVED**, that effective June 6, 2011 through and including August 26, 2011, this Town Board hereby appoints the attached list of Summer Recreation Aides to the Recreation Department, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
6/1/11 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Bates	Santina	Summer Rec. Aide w/Cert	III	6/6/11	8/26/11	\$11.60
Boeckman	Jaclyn	Summer Rec. Aide	II	6/6/11	8/26/11	\$9.65
Brennan	Megan	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Bugdin	Lisa	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
DiResta	Samantha	Summer Rec. Aide	III	6/6/11	8/26/11	\$9.95
Duprey	Jennifer	Summer Rec. Aide w/Cert	II	6/6/11	8/26/11	\$11.30
Flannery	Sarah	Summer Rec. Aide	III	6/6/11	8/26/11	\$9.95
Flood	Mary	Summer Rec. Aide	IV	6/6/11	8/26/11	\$10.25
Flores	Anna	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Franck	Alexandra	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Griffith	Kellie	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Haas	Cody	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Harden	Jordan	Summer Rec. Aide	IV	6/6/11	8/26/11	\$10.25
Hattorff	Kristen	Fill-in Summer Rec Aide	I	6/6/11	8/26/11	\$8.75
Horton	Rosaleigh	Summer Rec. Aide	III	6/6/11	8/26/11	\$9.95
Miloski	Kelly	Summer Rec. Aide	IV	6/6/11	8/26/11	\$10.25
Patrick	Elissa	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Sakhno	Alexander	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Sendlewski	Jason	Summer Rec. Aide	II	6/6/11	8/26/11	\$9.65
Strange	Dajuon	Summer Rec. Aide	II	6/6/11	8/26/11	\$9.65
Tetrault	Victoria	Fill-in Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
VanDeurs	Christian	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
VanDeurs	Samantha	Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Warner	Jeremy	Fill-in Summer Rec. Aide	I	6/6/11	8/26/11	\$8.75
Young	Krystal	Summer Rec. Aide	VI	6/6/11	8/26/11	\$10.90
Zaleski	Amanda	Fill-in Summer Rec. Aide w/Cert	I	6/6/11	8/26/11	\$10.25

**TOWN OF RIVERHEAD**

**Resolution # 437**

**APPOINTS A RECREATION AIDE I LEVEL I (SKATE PARK) TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Call-In Recreation Aide- Skate Park (Level 1) is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective June 2, 2011, this Town Board hereby appoints Devin Thieme to the position of Call-In Recreation Aide I- Skate Park (Level 1) to be paid the rate of \$7.50 per hour to the Recreation Department, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Devin Thieme, the Financial Administrator and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 438**

**AUTHORIZES TOWN SUPERVISOR TO ENTER INTO A RENEWAL OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by agreement dated May 20, 2008 the Town of Riverhead and Holzmacher, McLendon & Murrell, P.C. (H2M) entered into a consulting agreement for engineering and related professional services for the Riverhead Water District; Riverhead Sewer District; Calverton Sewer District; Riverhead Scavenger Waste District; and at time other Town Departments under terms and conditions more particularly stated therein; and

**WHEREAS**, such agreement provides for periodic renewal under the same terms and conditions.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor be and hereby is authorized to enter into a renewal of professional engineering services agreement under its existing terms and conditions without modification with such renewal to remain in effect until further resolution of the Town Board.

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 439**

**APPOINTS A HEARING OFFICER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**RESOLVED**, that the Town Board of the Town of Riverhead authorizes the appointment of Valerie Marvin as the Hearing Officer to conduct a hearing with respect to disciplinary charges which have been filed against five Town employees; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the suspension without pay for up to 30 days of these employees effective the day after the service of the charges upon the employees and pending the hearing and determination of those charges.

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Matt Hattorff, CSEA President, Town Attorney's Office, Personnel Officer and the Financial Administrator; and be it further

**RESOLVED**, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**  
**Resolution # 440**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-4. One way streets.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**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" (§101-4.One way streets.) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 18<sup>th</sup> day of May, 2011 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 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 all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 Yes No  
Walter Yes No

The Resolution Was  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 June 1<sup>st</sup>, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101  
Vehicles and Traffic  
ARTICLE III  
**Traffic Regulations**

**§ 101-4. One-way streets.**

The streets or portions thereof listed below are hereby designated as one-way streets, and traffic shall travel on such only in the direction indicated:

<b>Street</b>	<b>Direction</b>	<b>Limits</b>
Municipal parking lot roadway between <u>the former West Marine Store</u> and the Riverhead Grill	South	<del>From the entrance to the Peconic River parking area thence northerly to the intersection of Route 25</del>  <u>From its intersection with Route 25 in a southerly direction to its intersection with the Peconic River parking area</u>
Riverfront Drive	<u>North</u> <u>South</u>	<del>From the Peconic River north to the intersection of Route 25</del>  <u>From its intersection with Route 25 in a southwesterly direction to its intersection with McDermott Avenue</u>

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

Dated: Riverhead, New York  
June 1, 2011

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

**DIANE M. WILHELM**, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 441**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 14 ENTITLED  
"COMMUNITY PRESERVATION" OF THE RIVERHEAD TOWN CODE  
(ARTICLE V. Acquisition and Use of Open Spaces, Parks and Park Preserve)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 14 entitled "Community Preservation" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 18<sup>th</sup> day of May, 2011 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 14 entitled "Community Preservation" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 14 entitled "Community Preservation", of the Riverhead Town Code at its regular meeting held on June 1, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 14**

**COMMUNITY PRESERVATION**

**ARTICLE V. Acquisition and Use of Open Spaces, Parks and Park Preserves**

**§ 14-40. Open Space/Park Preserve Committee.**

The Town of Riverhead Open Space/Park Preserve Committee shall consist of ~~seven~~ five members from the community at large appointed by the Town Board for staggered two-year terms, and two non-voting advisory members, one member including five ~~representatives from the community at large, and one representative each from the Recreation Committee and one member from the Conservation Advisory Council.~~ A Chairperson and Vice Chairperson of the Committee shall be elected from the members of the Committee for a term of one year. No Committee member shall succeed himself/herself as Chairperson/Vice Chairperson more than three consecutive terms.

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

Dated: Riverhead, New York  
June 1, 2011

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 442**

**APPOINTS MEMBER TO BOARD OF ETHICS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on November 16, 2004, the Town Board adopted a revised Code of Ethics; and

**WHEREAS**, the revised Code of Ethics creates a five member Board of Ethics with no more than two members from the same political party; and

**WHEREAS**, there exists one vacant position on the Board of Ethics.

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby appoints Jeanmarie Costello to fill the vacant position on the Town of Riverhead Board of Ethics for a 2 year term; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jeanmarie Costello, Town Attorney's Office and the Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 443**

**EXTENDS BID CONTRACT FOR QUICK LUBE MAINTENANCE  
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Water District has requested that the contract with North Shore Generator Systems, Inc., originally awarded under Resolution #090770, adopted August 4, 2009, and extended by Resolution #100319 adopted April 20, 2010, for quick lube maintenance of its diesel generators be extended; and

**WHEREAS**, the above-named vendor has agreed to extend the contract through June 18, 2012, per the attached Bid Extension Notice, at the original bid amount as attached hereto; and

**WHEREAS**, this shall be the second extension of this contract; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through June 18, 2012; and be it further

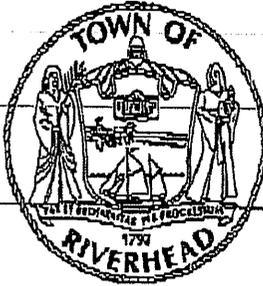
**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779.

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



# RWD Riverhead Water District

Gary J. Pendzick, Superintendent

1035 Pulaski Street, Riverhead, New York 11901

Phone: 631-727-3205 FAX: 631-369-4608

## Bid Extension Notice

To: Pam Graf, North Shore Generator Systems, Inc.

From: Riverhead Water District

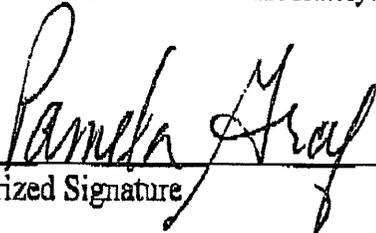
Date: 5/24/2011

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Quick Lube Maintenance of our diesels, which was awarded to you under Resolution #100319, will expire on June 18, 2011.

The Town of Riverhead would like to extend this contract for a period of one year until June 18, 2012. This will be the second extension under the terms of the bid contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.



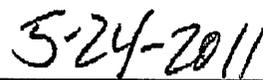
Authorized Signature



Print Name



Company Name



Date

**TOWN OF RIVERHEAD**

**Resolution # 444**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH  
SUN NEVER SETS PRODUCTIONS, LLC  
(Utilize portions of Town of Riverhead- Enterprise Park at Calverton Western  
Runway/Taxiway, Grumman Boulevard/River Road, Calverton  
for "Top Gear" series)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a License Agreement (copy attached herewith) between the Town of Riverhead and Sun Never Sets Productions, LLC in connection with the utilization of portions of Town of Riverhead- Enterprise Park at Calverton Western Runway/Taxiway, Grumman Boulevard/River Road, Calverton for "Top Gear" series; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to OLIVETTE GOLIN, Line Producer / TOP GEAR, Sun Never Sets Productions, LLC c/o Chainsaw, 940 N. Orange Drive, 2nd Fl., Hollywood, CA 90038; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## LICENSE AGREEMENT

This Contract is made and entered into as of this \_\_\_\_ day of June, 2011, by and between **Sun Never Sets Productions, LLC**, a limited liability company existing under the laws of the State of California, having a principal place of business at 940 N. Orange Drive, 2nd Fl., Hollywood, CA 90038 and the **Town of Riverhead**, a municipal corporation, with offices located at 200 Howell Avenue, Town of Riverhead, County of Suffolk and State of New York:

WHEREAS, Sun Never Sets Productions, LLC wishes to utilize specified locations located with the Town of Riverhead for the purposes of videotaping for a film production; and

WHEREAS, the Town of Riverhead has agreed to permit the utilization for said production at the following locations:

1. Enterprise Park at Calverton Western Runway/Taxiway; and
2. Grumman Boulevard/River Road, Calverton, NY

WHEREAS, Sun Never Sets Productions, LLC has agreed to terms under which it will be granted the use of said locations;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: The Town hereby grants Sun Never Sets Productions, LLC permission to utilize the aforementioned locations on June 5<sup>th</sup> and

June 6<sup>th</sup>, 2011 for the aforementioned purposes.

2. Cleanup: Sun Never Sets Productions, LLC agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the Agreement.

3. Compliance With Laws: Sun Never Sets Productions, LLC, agrees at all times to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the locations.

4. Compensation: In exchange for License set forth above for the use of the aforementioned Town locations, Sun Never Sets Productions, LLC will pay the Town a license fee in the amount of \$400.00 per day for a total of \$800.00. All sums payable by Sun Never Sets Productions, LLC under this Agreement shall be made on or before June 3, 2011.

5. Responsibilities of Sun Never Sets Productions, LLC: Subject to the terms of this Agreement, Sun Never Sets Productions, LLC will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than two days thereafter). All locations will be restored to the

condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris.

6. Insurance and Indemnification: Sun Never Sets Productions, LLC will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 and automobile liability insurance coverage of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. Sun Never Sets Productions, LLC shall provide certificates of the foregoing insurance, showing the Town of Riverhead as additional insureds to the extent of their interest. Finally, Sun Never Sets Productions, LLC agrees to indemnify and hold harmless the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Events and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Sun Never Sets Productions, LLC, and its employees, agents, representatives and concessionaires, of the aforementioned. With respect to any suit or claim by the Town of Riverhead, whether under this indemnification provision or otherwise, Sun Never Sets Productions, LLC for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties;

provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Sun Never Sets Productions, LLC has caused this instrument to be signed in its corporate name and the Town of Riverhead has caused this instrument to be signed in its municipal name, hereunto duly authorized, as of the day and the year first above written.

SUN NEVER SETS PRODUCTIONS, LLC

By: \_\_\_\_\_

TOWN OF RIVERHEAD

By: \_\_\_\_\_

Sean M. Walter, Town Supervisor

**TOWN OF RIVERHEAD**

**Resolution # 445**

**APPROVES THE CHAPTER 90 APPLICATION OF  
ABATE OF NY LONG ISLAND CHAPTER  
(Veterans Appreciation Run – June 12, 2011)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on May 9, 2011, Abate of NY Long Island Chapter submitted a Chapter 90 Application for the purpose of conducting a motorcycle run entitled "Veterans Appreciation Run", said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and to end in Montauk , New York, on Sunday, June 12, 2011; and

**WHEREAS**, all participants shall congregate at the Riverhead Elks Lodge between the hours of 10:00 a.m. and 12:00 noon; and

**WHEREAS**, Abate of NY Long Island Chapter has submitted and completed a Short Form Environmental Assessment pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

**WHEREAS**, Abate of NY Long Island Chapter has requested the Chapter 90 Application fee for this event be waived due to their 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; and

**WHEREAS**, ABATE events typically involve the gathering of a large number of motorcycles. The gathering of these vehicles may create a noise disturbance to the health, safety and welfare of the adjacent residential community. This requires that such events be limited in number and conditioned to minimize the impact on adjoining property owners; and

**WHEREAS**, there have been no Town Code violations occasioned by Elks Club events during year 2011.

**NOW THEREFORE BE IT RESOLVED**, that Town Board 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 Abate of NY Long Island Chapter for the purpose of conducting a motorcycle run entitled "Veterans Appreciation Run", said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and to end in Montauk , New York, on Sunday, June 12, 2011, having all participants to congregate for said motorcycle run at the Riverhead Elks Lodge between the hours of 10:00 a.m. and 12:00 noon, is hereby approved subject to the conditions set forth herein; and be it further

**RESOLVED**, that the applicant shall be required to stage the arrival and departure of motorcycles in such a way as to minimize to the greatest extent possible the noise impacts to surrounding neighbors, and be it further

**RESOLVED**, that all parking for this event shall be contained upon the Riverhead Elks Lodge property and there shall be no parking permitted on Sunrise Avenue and East Main Street; and be it further

**RESOLVED**, that the applicant shall advise event participants that motorcycle engines shall not be permitted to continue to run upon arrival at the event premises; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee due to the not-for-profit status of the applicant; and be it further

**RESOLVED**, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

**RESOLVED**, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Abate of NY Long Island Chapter, c/o Bill Quinn, 565 Route 25A, LL-3, Miller Place, New York, 11764, the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 446**

**RATIFIES APPROVAL OF THE CHAPTER 90 APPLICATION OF  
RIVERHEAD ELKS LODGE #2044  
(Lawn Mower Event and Children's Bicycle Races – May 29, 2011)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on May 9, 2011, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, May 29, 2011 between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, June 12, 2011; and

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

**WHEREAS**, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

**WHEREAS**, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

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

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

**RESOLVED** that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, May 29, 2011, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, June 12, 2011, is hereby approved subject to the conditions set forth herein; and be it further

**RESOLVED**, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

**RESOLVED**, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

**RESOLVED**, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

**RESOLVED**, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

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

**RESOLVED**, that 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 the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

**RESOLVED**, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 447**

**ESTABLISHES LOCATION FOR FARMERS' MARKET FOR 2011 SEASON**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**WHEREAS**, the Farmers' Market utilized the area located behind SCTM#0600 129 1 11, 12 and 13 on property owned by the Town of Riverhead in 2010 and found the location to be acceptable.

**THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning July 7, 2011 for the 2011 season.

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

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 448**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE RAYNOR GROUP, P.E. & L.S., PLLC FOR CONSTRUCTION MONITORING AND INSPECTION SERVICES FOR EPCAL RECREATIONAL FACILITY SITE IMPROVEMENTS AND ENTRANCE TO EPCAL RECREATIONAL FACILITY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead desires to retain professional engineering services to coordinate, monitor, inspect the construction of the Entrance and the Site Improvements to the Calverton Enterprise Park Recreational Facility ("EPCAL Recreational Facility"); and

**WHEREAS**, Raynor Group, P.E. & L.S., PLLC has vast experience in the area of construction coordination, monitoring and inspection services; and

**WHEREAS**, Raynor Group, P.E. & L.S., PLLC has submitted two (2) proposals to perform professional engineering services required for the monitoring, coordination, inspection and as applicable survey layout services regarding the Entrance and Site Improvements to EPCAL Recreational Facility in the total sum of \$25,500.00; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Raynor Group, P.E. & L.S., PLLC in an amount not to exceed \$25,500.00 in substantially the same form annexed hereto; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of June, 2011 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 The Raynor Group, P.E. & L.S. PLLC, a corporation existing under the laws of the State of New York with a principal place of business at 860 Montauk Highway, Water Mill, NY 11976 (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 below as an independent contractor and not as an employee of Town. Consultant shall provide engineering services include the following:

#### (a) Regarding EPCAL Recreational Facility Site Improvements.

- Coordinate and monitor the progress of the work and perform periodic inspections for the purposes of verifying compliance with the project plans and specifications.
- Conduct preconstruction meetings with the Town and/or each contractor performing work to review the proposed design, the contractor's construction approach and schedule.
- During construction, monitor the work on a part-time basis at the level of effort of approximately fifteen (15) hours per week.
- Prepare weekly inspection reports including photographs of the work that would be submitted to the Engineering Department for your records.
- Review the contractor's submittals and payment requisitions.
- Provide construction survey layout for the various items of work including the excavation, drainage and pavement improvements.
- Provide both vertical and horizontal control and staking for use by the various contractors and town departments.
- 

#### (b) Regarding Entrance to EPCAL Recreational Facility Site Improvements.

- Monitor the progress of the work and perform periodic inspections for the purposes of verifying compliance with the project plans and specifications.
- Conduct a preconstruction meetings with the Town, the contractor and New York State DOT to review the proposed design, permit conditions, the contractor's construction approach and schedule.
- During construction, monitor the work on a part-time basis at the level of effort of approximately fifteen (15) hours per week.
- Prepare weekly inspection reports including photographs of the work that would be submitted to the Engineering Department for your records.
- Review the contractor's submittals and payment requisitions.
- Provide construction survey layout for the various items of work including the excavation, drainage and pavement improvements.

Provide both vertical and horizontal control and staking for use by the various contractors and town departments

## 2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same and terminate upon completion. The Town and Consultant agree that the scope of services does not include: agency fees or permit fees, value engineering studies (cost estimates), special site evaluations relating to future facilities, or identification of hazardous material. Due to the accelerated schedule of proposed work, the Consultant shall have 3 weeks from receipt of purchase order to provide final plans and specifications to the Town for Bidding purposes.

## 3. PAYMENT

For these services Town of Riverhead will pay Consultant on an hourly basis with hourly rates ranging from \$75.00 per hour to \$175.00 per hour as set for in Town of Riverehad 2011 fee schedule with The Raynor Group, P.E. & L.S. PLLC. The total fee shall not exceed \$20,000.00 for the services described in paragraph one (a) above and shall not exceed \$5,500.00 for the services described in paragraph one (b) above. 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 unless identified in the provisions of this agreement. As time is of the essence, the Consultant shall begin work upon execution of the agreement and seek to complete same as expeditiously as possible. The Consultant will not exceed the amount indicated for the services included in the scope of services without prior written approval of the Town Board and Consultant shall only perform additional work at the Towns request pursuant to Paragraph Nine herein.

## 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: Engineering Department, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to The Raynor Group, P.E. & L.S. PLLC, 860 Montauk Highway, P.O. Box 720, Water Mill, NY 11976

#### 11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

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

## 13. CONFLICT OF INTEREST

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

## 14. DISCLOSURE

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

## 15. DISPUTES

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

proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD  
PLLC

THE RAYNOR GROUP, P.E. & L.S.

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By: Sean M. Walter, Supervisor

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By: Vincent A. Gaudiello, P.E.

**TOWN OF RIVERHEAD**

**Resolution # 449**

**AMENDS RESOLUTION #407**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Resolution #407, duly adopted by the Riverhead Town Board on May 18, 2011, terminated a leave of absence of Part-time Police Officers and reappointed them to active status; and

**WHEREAS**, Resolution #407 did not indicate an hourly rate of pay for these Part-time Police Officers.

**NOW, THEREFORE BE IT RESOLVED**, that Resolution #407 be amended to include an hourly rate of pay at \$19.00 for Matthew Nekenz and Christopher Pendzick effective May 18, 2011; and

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 450**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-18 May 26, 2011 (TBM 06/01/11)				
FUND NAME				
GENERAL FUND				
POLICE ATHLETIC LEAGUE			05/26/11 CHECKRUN	GRAND TOTALS
RECREATION PROGRAM FUND				
YOUTH COURT SCHOLARSHIP FUND	1		1,169,400.89	1,169,400.89
MULTI YEAR OPERATING GRANT FUN	4		85.00	85.00
HIGHWAY FUND	6		3,613.80	3,613.80
WATER DISTRICT	25		100.00	100.00
RIVERHEAD SEWER DISTRICT	99		147.33	147.33
REFUSE & GARBAGE COLLECTION DI	111		52,581.02	52,581.02
STREET LIGHTING DISTRICT	112		44,955.34	44,955.34
AMBULANCE DISTRICT	114		23,292.62	23,292.62
CALVERTON SEWER DISTRICT	115		255.97	255.97
RIVERHEAD SCAVANGER WASTE DIST	116		3,042.87	3,042.87
RISK RETENTION FUND	120		223,599.78	223,599.78
MAIN STREET REHAB PROGRAM	124		346.88	346.88
GENERAL FUND DEBT SERVICE	128		23,546.06	23,546.06
TOWN HALL CAPITAL PROJECTS	175		13,924.27	13,924.27
WATER DISTRICT CAPITAL PROJECT	177		224.00	224.00
RIVERHEAD SEWER CAPITAL PROJEC	384		3,247,490.02	3,247,490.02
TRUST & AGENCY	406		325,255.16	325,255.16
CALVERTON PARK - C.D.A.	412		3,167.08	3,167.08
	414		36,295.94	36,295.94
TOTAL ALL FUNDS	735		15,078,170.00	15,078,170.00
	914		451.25	451.25
			20,249,945.28	20,249,945.28

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 450**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-17 May 19, 2011 (TBM 06/01/11)				
FUND NAME				
			05/19/11 CHECKRUN	GRAND TOTALS
GENERAL FUND				
RECREATION PROGRAM FUND				
CHILD CARE CENTER BUILDING FUN	1		1,217,470.69	1,217,470.69
ECONOMIC DEVELOPMENT ZONE FUND	6		5,082.70	5,082.70
HIGHWAY FUND	9		50.19	50.19
WATER DISTRICT	30		51.27	51.27
RIVERHEAD SEWER DISTRICT	111		163,311.67	163,311.67
REFUSE & GARBAGE COLLECTION DI	112		114,037.34	114,037.34
STREET LIGHTING DISTRICT	114		107,395.53	107,395.53
PUBLIC PARKING DISTRICT	115		364,097.80	364,097.80
AMBULANCE DISTRICT	116		12,126.54	12,126.54
EAST CREEK DOCKING FACILITY FU	117		673.64	673.64
CALVERTON SEWER DISTRICT	120		994.89	994.89
RIVERHEAD SCAVANGER WASTE DIST	122		156.75	156.75
RISK RETENTION FUND	124		978.77	978.77
CDBG CONSORTIUM ACOUNT	128		25,397.80	25,397.80
TOWN HALL CAPITAL PROJECTS	175		3,307.91	3,307.91
WATER DISTRICT CAPITAL PROJECT	181		35,293.35	35,293.35
RIVERHEAD SEWER CAPITAL PROJEC	406		88,553.60	88,553.60
TRUST & AGENCY	412		104,191.27	104,191.27
CALVERTON PARK - C.D.A.	414		269,798.10	269,798.10
	735		6,762,672.79	6,762,672.79
TOTAL ALL FUNDS	914		24.94	24.94
			9,275,667.54	9,275,667.54

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 451**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT  
WITH RKG ASSOCIATES, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for an Updated Market Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #246 adopted on April 5, 2011; and

**WHEREAS**, pursuant to the terms of the request for proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before May 10, 2011 at 11:00 am; and

**WHEREAS**, on May 10, 2011 within the time parameters set forth in the Request for Proposals, the Town did receive proposals from two qualified real estate market consultants; and

**WHEREAS**, pursuant to the terms of the request for proposals, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder's presentation in regard to performing all necessary work required to prepare, complete and present an updated comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"); and

**WHEREAS**, after serious consideration of the two responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award RKG Associates, Inc. the contract to prepare the updated market study.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards RKG Associates, Inc. an opportunity to enter into an agreement with the Town of Riverhead for Updated Market Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant; and be it further

**RESOLVED**, that the Supervisor is authorized to execute an agreement with RKG Associates, Inc. in substantially the same form as annexed hereto and subject to review and recommendation for signature approval by 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 electronic storage device 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 Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**06.01.11**

**On a motion by Councilman Wooten, seconded by Councilman Gabrielsen resolution #451 was TAKEN OFF THE FLOOR**

**THE VOTE:**

**YES-5      Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes**  
**NO-0**

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of June, 2011 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 RKG Associates, Inc., a corporation existing under the laws of the State of New Hampshire with a principal place of business at 634 Central Ave, Dover, NH 03820 (hereinafter referred to as "CONSULTANT").

**WHEREAS**, the Town of Riverhead seeks to update its Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton; and

**WHEREAS**, the Town and VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB), the firm retained by the Town to prepare the updated Comprehensive Reuse Plan for the Calverton site, agreed that an updated market study for reuse and revitalization of EPCAL was a necessary component of the Comprehensive Reuse Plan; and

**WHEREAS**, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for an Updated Market Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #246 adopted on April 5, 2011; and

**WHEREAS**, pursuant to the terms of the request for proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before May 10, 2011 at 11:00 am; and

**WHEREAS**, on May 10, 2011, within the time parameters set forth in the Request for Proposals, the Town did receive proposals from two qualified real estate market consultants; and

**WHEREAS**, pursuant to the terms of the request for proposals, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder's presentation in regard to performing all necessary work required to prepare, complete and present an updated comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"); and

**WHEREAS**, after serious consideration of the two responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award RKG Associates, Inc. the contract to prepare the updated market study.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards RKG Associates, Inc. an opportunity to enter into an agreement with the Town of Riverhead for services related to a market study; and

WITNESSETH:

In consideration of the mutual promises herein contained, the TOWN and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT shall furnish the following services (identified in Scope of Services as "Tasks") and payment shall be made upon completion of each task or request for partial payment may be made by CONSULTANT upon submission of detailed voucher \*to be approved by TOWN indicating the percentage of the task completed . All services are to be rendered by CONSULTANT as an independent contractor and not as an employee of TOWN. The TOWN and CONSULTANT agree that the TOWN shall not be responsible for any additional expenses, referred to as "direct expenses", related to scope of services/tasks and acknowledge that no such provision for reimbursement of expenses shall be included in this agreement and agree that CONSULTANT shall not be required to produce and/or reproduce more than 10 copies of any document, memorandum, plan or such other document required under the identified tasks. In addition, CONSULTANT agrees that CONSULTANT shall not seek additional compensation above the amounts identified below for completion of each task, unless authorized in writing as provided in Section 9.

General Description of Town Directive:

Consultant shall prepare an updated market assessment for the Calverton site. The updated market study findings will be used as the basis for preparing alternative concept plans for site reuse. As with any such large redevelopment project, a thorough understanding of the economic context and real estate market forces will be central to the development of reasonable land use plan alternatives and the formulation of a reuse strategy.

As Consultant is aware, the Town of Riverhead, New York, is currently working with the planning, design and engineering firm VHB to prepare an updated Comprehensive Reuse Plan for the 2,900-acre property formerly known as the Naval Weapons Industrial Reserve Plant (NWIRP) at Calverton.

Historically, the Calverton site served as an assembly and testing facility for military aircraft manufactured by the former Grumman Corporation under contract to the federal

government. In 1994, based on the declared intention of Grumman to vacate the complex, legislation was enacted to pave the way for the eventual conveyance of the facility from the Navy to the Town of Riverhead Community Development Agency (CDA). In order to prepare for the eventual closure, the Town commissioned the preparation of a Reuse Strategy to guide the transformation of the site into an engine for regional growth. The Reuse Strategy for the NWIRP at Calverton was completed in 1996. The primary goals of the strategy were to:

- attract private investment;
- increase the tax base;
- maximize job creation; and
- enhance the regional quality of life.

At the time of the transfer in 1998, the site supported approximately one million square feet of industrial, office, and support facilities, including a 10,000-foot runway, an auxiliary 7,000-foot runway, a sewage treatment plant, a water distribution system, and a central steam plant. The site is also surrounded by a 3,000-acre preserve area.

The Reuse Strategy recommended development on the site to accommodate a variety of uses, with an industrial complex at its core (a copy of the 1996 Re-Use Plan is attached to this RFP). The Reuse Strategy coined this concept the “Calverton Enterprise Park” and indicated that it could be viewed as a “collection of parks,” including an industrial business park, theme/entertainment park, sports park and natural open space park. The industrial core included 365 acres and was suggested for reuse with a wide mix of uses including office, warehousing, light manufacturing and assembly. The northwest corner of the site was targeted as an entertainment district that could be used for themed attraction development. Associated uses in this 524-acre area included hotel/conference centers, service retail and a golf course. The eastern portion of the site was conceived as a sports-oriented district that could host large events such as fairs and expositions, air shows, or auto racing and commercial recreation activities including family entertainment centers, skating rinks, or sports stadiums. In total, 911 acres were designated for the sports park. An additional 938 acres (approximately one-third of the site) was designated for passive and active recreational uses including Pine Barrens preservation areas, buffers for the Calverton National Cemetery, endangered species habitat, a community park, and a golf course.

In the 15 years since the preparation of the Reuse Strategy, the Calverton site has seen limited redevelopment activity. In 2001, the CDA sold the buildings and approximately 492-acres within the Planned Industrial Park zoned core to Calverton Camelot LLC. Currently, approximately 1,000,000 square feet of existing industrial and office space is 95% occupied, employing approximately 500 people. There remains development potential of over 2,000,000 square feet of industrial use on 37 separate parcels within the core under existing zoning. In order to further enhance the site’s attractiveness, the CDA has secured design and construction funding to reestablish the Calverton Rail Access Spur for freight use. The project would provide immediate rail freight service

from within the Calverton site to the Long Island Rail Road's mainline and the nation's rail network.

In light of the limited amount of economic development achieved on the site and the evolution of market, economic, and site conditions since its original adoption, the Town is seeking to update the Comprehensive Reuse Plan. A key component of this will be an update of the real estate market studies prepared in association with the prior plan.

Available market study materials prepared in association with the original Reuse Plan include:

- Aviation Market Analysis, prepared by SH&E, Inc., October 17, 1995.
- The Market, prepared by Hamilton, Rabinovitz & Alschuler, Inc. as part of the Opportunities and Constraints Analysis, October 17, 1995.
- Phase II: Market Considerations, prepared by DML & Associates as part of the Phase II: Reuse Scenarios, December 11, 1995.
- Phase II: Development Economics, prepared by Hamilton, Rabinovitz & Alschuler, Inc. as part of the Phase II: Reuse Scenarios, December 11, 1995.
- Development Economics Worksheets, prepared by HR&A, Inc. as part of the Phase III: Recommended Reuse Strategy, February 1996.
- Aviation Market Summary, prepared by SH&E, Inc. as part of the Phase III: Recommended Reuse Strategy, February 1996.

#### Updated Market Assessment

The Consultant shall collect and evaluate pertinent demographic, economic, and real estate market data to develop an updated comprehensive economic and market analysis for the Calverton site. This includes an overview of the regional and local economy, an analysis of different real estate market sectors, and an identification of related opportunities, constraints and overall site marketability for these uses. Items to be examined in the assessment include:

- Population/demographic trends
- Employment and labor market dynamics
- Commercial, industrial and residential real estate market trends
- Building and construction activity
- Types of site attributes or facility needs sought by potential target uses
- Analysis of the competitive landscape/identification of competitive supply sources
- Growth trends by major business and industry sectors and any specialty industries that may be particularly pertinent to the site (e.g., aviation, entertainment, tourism-related.)
- Lessons learned from successful redevelopment projects at former military bases throughout the country.

Ultimately, the Updated Market Assessment shall provide an analysis of potential market demands by sector, an assessment of site marketability and the likelihood for capture of users from these sectors, an identification of the opportunities and barriers related to drawing users to the site, an identification of the market segments that present the greatest likelihood for expansion of economic activity at the site, and an optimal user mix. The analysis shall consider the potential phasing/timing of demand from certain sectors and any possible relationships with other site or regional development. In addition, the conclusions regarding site marketability should be used to identify what is missing or needed to attract development to Calverton.

The Updated Market Assessment will be utilized by the project team to help establish development programs for a series of three Reuse Alternatives. The consultant will be expected to advise the project team during the development of the potential reuse alternatives on user mix, land allocation and potential building square footage needs, and on the selection of a preferred redevelopment alternative.

- The Updated Market Assessment that the RKG team will develop as part of the study, will serve as the basis for analyzing and comparing up to three Reuse Alternatives to be developed by the Project Team (which includes the land use planners VHB and Town staff). These three alternatives may be distinct reuse concepts (e.g. open space and sports, vs. all industrial/commercial development vs. race track), or they may incorporate various combinations of potential uses in different proportions or locations. The market information collected and analyzed by RKG regarding the amount, timing and impacts of potential development will be used to determine the most appropriate mix of uses as they relate to the goals and objectives of the Town of Riverhead. It is anticipated that the Preferred Reuse Plan will come out of the comparison of the three alternatives and their component uses.

### Implementation Strategy

- A key component of the project will be the preparation of an implementation strategy to realize the vision outlined in the eventual Preferred Reuse Plan and supporting zoning. As part of this task, the consultant will identify federal, state and local programs, funding sources, incentives, etc. to be investigated for facilitating and attracting development. The implementation strategy shall include recommendations regarding an organizational and management framework for the administration, operation and marketing of the site. The Final Report will include a comprehensive Implementation Strategy to assist the Town in carrying out the recommendations of the Preferred Reuse Plan. Working closely with VHB and town staff, the strategy will include a description of the steps needed to attract a potential developer(s) or end users for the various land use components, along with estimates of the costs (both staff time and dollars) and impacts of each. The implementation strategy will vary depending on the results of the analysis, and could include options such as the Town serving as the

master developer itself, partnering with one or more entities to carry out the redevelopment, simply selling off parcels on the open market, or any combination of these approaches. The implementation strategy will include recommendations for marketing the property (or its components) and will identify roles and responsibilities for carrying out the plan.

- Additional tasks in support of the Town's Reuse planning for the property, after the Final Report has been completed and provided to the Town, may include such activities as refining the implementation strategy based on new information the Town receives regarding potential users or changes in approach, or revisions to the market analysis due to the passage of time (market forecasts are typically valid for relatively short time frames since they are impacted by national and local economic conditions). Typically, RKG's clients will engage us on an hourly basis for these services, or to provide additional strategic input and decision support services for subsequent policy making. On occasion, extensions or amendments to the existing agreement are utilized as well. Simple follow-up questions regarding our study, by Town officials or the general public, will not be billed.

## 2. TERM OF AGREEMENT

It is agreed and understood by and between TOWN and CONSULTANT that time is an important factor therefore, this Agreement shall commence on the date the Agreement is fully executed by the TOWN and CONSULTANT. A preliminary draft of the Updated Market Assessment should be submitted to the Town within 10 weeks of contract acceptance. A final draft will then be submitted to the Town following review and comment by the Town and project team. The Implementation Strategy will be tied to the development of the Reuse Plan and should be submitted within 4 weeks after the preparation of the Preferred Reuse Plan.

## 3. PAYMENT

For these services, TOWN will pay CONSULTANT a flat fee of \$47,500.00 for the services outlined in the Scope of Services set forth above. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in this Agreement (NONE). Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in this Agreement. Invoices for services 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 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 services; (b) and, to the extent expenses are permitted under this Agreement, 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. The TOWN

shall permit partial payment upon submission of detailed voucher \*to be approved by TOWN, indicating the percentage of the task(s) completed as set forth in the "Scope of Services".

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under the identified tasks, 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 the tasks does not vest in TOWN by law, CONSULTANT hereby agrees and assigns to TOWN such legal rights in all such data and information. 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, with the exception of documents, data and reports required or directed by the Town to be provided to an entity or agency.

#### 6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned, without the prior written consent of at least three members of the TOWN Board or by resolution of the TOWN Board. CONSULTANT is responsible for all work performed by subcontractor and ensures compliance with all terms of this agreement and all state and federal laws.

#### 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 for completion of all or portions of task work, 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 and CONSULTANT acknowledge that the scope of services detailed in this agreement is intended to identify all necessary services to deliver an Updated Market Study and Plan for Implementation. It is agreed that to the extent specialized studies or services, not foreseeable or contemplated by this agreement, may be required, CONSULTANT shall provide the Town with a proposed amendment to the Task to reflect additional work and compensation related thereto. 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.

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. Payment will be made to CONSULTANT for all tasks completed or partially completed as described above. 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: Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to CONSULTANT if mailed by certified mail, postage prepaid to \_\_\_\_\_ RKG Associates, Inc, a corporation existing under the laws of the State of New Hampshire with a principal place of business at 634 Central Ave, Dover, NH 03820

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

CONSULTANT shall carry Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and \$1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits. In addition, CONSULTANT shall carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of \$1,000,000.00 per occurrence. 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 negligent acts or omissions of CONSULTANT, CONSULTANT's subcontractor or agents 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), any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings.

16. ADDITIONAL PROVISIONS

VHB shall perform its services in accordance with the professional standards applicable to the services provided (i.e. engineering, planning, consulting, etc.), at the time such services are rendered.

The parties agree that RKG's liability under this agreement and for the project shall be limited to 2,000,000.00 or the amount of RKG's fees hereunder, whichever is greater.

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

TOWN OF RIVERHEAD

RKG Associates, Inc.

\_\_\_\_\_  
By: Sean Walter, Supervisor

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By: