CDA RESOLUTIONS:

CDA

Res. #3 **Authorization to Publish Advertisement of a Request for Proposal for Security Services at EPCAL**

CDA

Res. #4 **Authorizes the Chairman to Execute a License Agreement with Laconic Productions, LLC**

TOWN BOARD RESOLUTIONS:

Res. #43 **Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc.**

Res. #44 **Authorizes Attendance at the Government Finance Officers' Association Conference**

Res. #45 **Authorizes Supervisor to Execute No-Cost Time Extension for the Calverton Freight Rail Access Rehabilitation (PIN #0935.61)**

Res. #46 **Authorizes the Supervisor to Execute a Professional Services Agreement Terry Contracting & Materials, Inc. for Young's Avenue Landfill Post Closure Site Inspection and Maintenance**

Res. #47 **Ratifies the Appointment of Part-Time/Call-In Personnel for the Riverhead Youth Bureau's 2012 Mentoring Matters Program**

Res. #48 **Accepts Resignation of the Chief Fire Marshal (Scott Davonski)**

Res. #49 **Extends Special Use Permit for Presto-0-Peconic**

Res. #50 **Reappoints Legal Representative for the Zoning Board of Appeals and the Board of Assessment Review (Scott DeSimone)**

Res. #51 **Ratifies the Re-Appointment of Town Attorney Robert Kozakiewicz**

Res. #52 **Appoints a Call-In Recreation Aide I to the Recreation Department (Amanda Baron)**

Res. #53 **Sets Salaries of Various Recreation Employees for the Year 2012**

Res. #54 **Sets Salaries for 2012 Part-Time/Call-In Personnel for the Riverhead Recreation Department**

Res. #55 **Appoints a Call-In Recreation Specialist – Exercise Instructor to the Recreation Department (Alexa Nieves)**

Res. #56 **Appoints a Call-In Recreation Specialist – Art Instructor to the Recreation Department (Christine Pizzi)**

Res. #57 **Appoints a Recreation Leader II – Level I to the Recreation Department (Christian Clinton)**

Res. #58 **Appoints a Call-In Recreation Aide-Volleyball Attendant to the Recreation Department (Richard Shore)**

Res. #59 **Appoints a Call-In Recreation Aide-Volleyball Official to the Recreation Department (Richard Shore)**

Res. #60 **Authorization to Publish Advertisement of a Request for Proposals for Security at EPCAL**

Res. #61 **Awards Bid for Community Garden Playground Equipment**

Res. #62 **Authorizes the Supervisor to Execute an Agreement with Black Box to Audit Telephone Billing for the Town of Riverhead**

Res. #63 **Awards Bid for Community Garden Playground Equipment Subject to and Contingent upon Suffolk County Community Block Grant Execution of Documentation Authorizing Release of Funds**

Res #64 **Amends and Corrects Resolution #845 Adopted on November 15, 2011 Retaining Special Council to the Town of Riverhead**

Res. #65 **Authorizes the Supervisor to Execute an Agreement with National Fire & Safety Solutions Inc.**

Res. #66 **Appoints Member to the Parking District Advisory Committee (Victor Prusinowski)**

Res. #67 **Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 52 Entitled "Building Construction" of the Riverhead Town Code**

Res. #68 **Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 95 Entitled "Taxation" of the Riverhead Town Code (§95-36 Exemptions Granted & §95-38 Unremarried Spouses of Volunteer Ambulance Workers Killed in the Line of Duty)**

Res. #69 **Accepts Donation of Services from Riverhead Local**

Res. #70 **Authorizes the Supervisor to Execute an Agreement for Town of Riverhead Calverton Sewer District**

Res. #71 **Authorizes the Supervisor to Execute a Renewal Agreement with the Riverhead Central School District Regarding Unleaded Fuel Services**

Res. #72 **Authorization to Publish Advertisement for Heating Fuel for the Town of Riverhead**

Res. #73 **Establishes Budget for Community Garden Playground**

Res. #74 **Pays Bills**

01.18.12
120043

01.18.12 TABLED
02.22.12 UNTABLED
02.22.12 WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 43

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc. wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 2 of 1991.

NOW THEREFORE BE IT RESOLVED that the Town Supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc.; and

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 1 East Main Street, Suite 4, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared **TABLED**

WITHDRAWN

02.22.18
On a motion made by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #43 was offered to be UNTABLED

THE VOTE:
YES - 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO - 0

Immediately thereafter Councilman Dunleavy made a motion, which was seconded by Councilwoman Giglio, to WITHDRAW resolution #43

THE VOTE:
YES - 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO - 0

WITHDRAWN

01.18.12
120043

TABLED

TOWN OF RIVERHEAD

Resolution # 43

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc. wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 1991.

NOW THEREFORE BE IT RESOLVED that the Town Supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc.; and

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 1 East Main Street, Suite 4, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared **TABLED**

TABLED

(Updated 1/12/12)

Agreement

-made between-

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement made the _____ day of _____ , 2012, between the Town of Riverhead Business Improvement District ("BID"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 112 West Main Street, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination of administrative services/expenses to the Chief Financial Administrator on a monthly basis and to any member of the Town Attorney's Office, if requested, within three business days, or if not available, within a reasonable time.

2. The BIDMA shall proffer and recommend to the BID-Town Board designated projects, including capital improvements, events and services designed for the purpose of promoting and enhancing the business improvement district in

the interests of economic stimulus and/or betterment of the district as a whole.

3. The BIDMA shall submit a written list of projects, including suggested capital improvements, events and services, including actual or estimated costs with supporting documentation and projected dates of commencement/completion it recommends for approval to the BID on or before September 1 for those projects, events and services anticipated to occur on or after January 1st of the following calendar year. In addition, the BIDMA shall submit its budgetary request regarding its recommended list of projects, including capital improvements, events and services, as well as its projected administrative expenses to the Town of Riverhead's Chief Financial Officer on or before September 1. The recommendations of the BIDMA are not binding upon the Bid-Town Board which may approve or disapprove any or all of the recommendations. For those projects, events or services that the BIDMA wishes to recommend and becomes aware of after October 1, the BIDMA shall forthwith notify the BID of its recommendation in the same format addressed above. The BIDMA shall and must provide a valid and properly authorized written BIDMA resolution by its board approving the recommended projects, capital improvements, events and services before the BID shall consider same for approval.

4. Notification Procedure of recommended projects, events or services.

   The BIDMA shall notify the BID of all recommended projects, events or services by submitting in writing to each town board member a list of recommended projects, events, or services so recommended. The BID shall consider and address each of the recommended projects, events or services in work session and notify BIDMA of its decision in a timely manner. The BIDMA shall make available to the BID one or more persons who are familiar with the recommended projects, events or services whom shall be present at the scheduled work session. Said representative shall be made available for any subsequent meetings of the BID on an as-needed basis. The BID shall consider each recommended project, event or service and the anticipated cost of same. For those projects, events or services so approved by the BID, the BID shall provide the necessary funding to the BIDMA in a timely manner. The BID reserves the right to request additional information and/or documentation at any time and may withhold partial or full payment in the absence of same.

5. Location of meetings.

   All BIDMA meetings shall take place at the Riverhead Town Hall board meeting room at dates and times to be determined by the parties to this agreement. All monthly meeting dates shall be provided in writing to each town board member and the town attorney's office no later than 30 days

before any scheduled meeting, including all special meetings. In the event that the BIDMA schedules all of its monthly meetings before the subject calendar year, a schedule of same shall be provided to each town board member and the town attorney's office within 10 days of publication.

6. Minutes/Agenda of meetings.

The BIDMA secretary or designee shall keep an accurate record of all business that comes before the BIDMA, including but not limited to: subject matter, identification of all parties at the meetings (including directors, officers and members and nature of participation) and resolutions, including resolution number and identification of voting interests. An accurate record of all business that comes before the BIDMA shall be provided to the BID-Town Board, Town Attorney's Office and the Chief Financial Officer within seven (7) days of the subject meeting.

7. Cablecast of meetings.

All BIDMA meetings shall be recorded and cablecast on channel 22 on dates and at times to be determined by Town personnel.

8. Attendees at meetings.

The BID and BIDMA hereby acknowledge and agree that every meeting shall be open to the general public, except that an executive session of such association may be called and business transacted thereat in accordance with the New York State Public Officers Law section 105.

9. Assignment

This Agreement may not be assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.

10. Term of the Agreement.

This Agreement shall commence on January 1, 2012, and expire on December 31, 2012, and shall not be renewed except upon the written consent of all parties.

11. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services regarding the business improvement district immediately upon request by the BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer

and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

12. Insurance

The BIDMA shall procure insurance in amounts and at policy limits as determined by the BID notwithstanding any other insurance requirements or obligations pursuant to New York State Law.

13. Director/Officer Elections

The BIDMA shall notify the BID of all candidates for director and officer positions in writing no later than ten (10) days before the respective election regarding the respective classification and position; for example, commercial property owner or commercial tenant and/or officer position and the subject term. The BIDMA shall notify the BID in writing of all election results within three (3) days of the election, including classification, title and term of office.

14. Independent Contractor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, in the performance of the terms, covenants and conditions of the Agreement, neither the BIDMA nor any of its officers, directors, employees, agents or independent contractors shall be deemed to be acting as agents, servants, or employees of the Town by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Town of any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be independent contractors performing services for the BID or the BIDMA, as the case may be, without power or authority to bind the Town and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to this Agreement.

15. Indemnification

(a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without imitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "Liabilities") which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the BID-Town) to in any way relate to or arise out of any act, omission or error in judgment of any performance of the Agreement, actively, passively or otherwise by the BIDMA, its members, directors and/or

officers. Such liabilities shall include, without limitations, the following: claims or penalties arising from any violation of any federal, state or local laws, rules or regulations or insurance requirements, as well as any claim resulting from latent, patent, and other defects, whether or not discoverable by the BID-Town, any claim the insurance as to which is inadequate, any claim for patent, trademark or copyright infringement, any tort claim or claim for damages, any claim or liability in respect to any adverse environmental impact or effects. The BIDMA shall assume full responsibility for the defense against or settlement of any such liability, and the BID-Town shall cooperate with the BIDMA by providing, at the expense of the BIDMA, such witnesses, documents and other assistance as the BIDMA may reasonably request; provided, however, that: (i) the BID-Town shall be consulted as to the legal counsel to be employed in respect hereof and may veto, for good cause shown, the employment of any legal counsel unacceptable to it and (ii) if the BID-Town shall give to the BIDMA notice that, in good faith judgment, an important general interest of the BID-Town is involved in such liability or potential liability, the BID-Town shall have the right to consult with the BIDMA in the defense against or settlement of such liability.

(b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.

(c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

16. Notice

Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing, by the party receiving the same, or deposited in the United States mail by certified mail, return receipt requested, postage prepaid and addressed to:

(a) the Town Attorney's Office at the address hereinafter set forth:

(b) the Town and/or Supervisor at:

Supervisor Sean M. Walter
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

Town Attorney's Office
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

and to the BIDMA at: 1 East Main Street, Suite 4
Riverhead, New York 11901

or such other addresses as may be specified by written notice sent in accordance herewith. Every notice, demand, request, or other communication hereunder shall be deemed to have been given at the time of mailing as aforesaid.

17. Amendments

Changes may be made to this Agreement by written amendment approved by the BID and the BIDMA. All such changes, modifications and amendments shall become part of the original Agreement.

18. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS HEREOF, this Agreement has been duly executed by the respective parties on the date last written herein.

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

_____ _____
By: Raymond Pickersgill, President Date

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

_____ _____
By: Sean M. Walter, Town Supervisor Date

01.18.12
120044

ADOPTED

TOWN OF RIVERHEAD

Resolution #44

AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the NYS Government Finance Officers Association is conducting its annual conference from Wednesday, April 4 thru Friday, April 6, 2012 in Albany, NY; and

WHEREAS, the Financial Administrator has requested authorization for a CPA in the accounting office to attend said conference; and

WHEREAS, the cost to attend said course shall not exceed $600 (expenses to include fees for registration, meals, lodging and other travel costs such as tolls and gas);

NOW, THEREFORE BE IT, RESOLVED, that the Financial Administrator is authorized to send a CPA in the accounting office to attend the NYS GFOA Annual Conference in Albany, NY.

BE IT FURTHER, RESOLVED, expenses for the conference and travel will be reimbursed upon proper submission of receipts.

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120045

ADOPTED

TOWN OF RIVERHEAD

Resolution # 45

AUTHORIZES SUPERVISOR TO EXECUTE NO-COST TIME EXTENSION FOR THE CALVERTON FREIGHT RAIL ACCESS REHABILITATION (PIN #0935.61)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, resolution 1095 of 2009 the Town of Riverhead entered into an agreement with the New York State Department of Transportation (NYS DOT) for Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project located in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") and is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the agreement with New York State Department of Transportation for the Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project expires December 31, 2011; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead Board authorizes the Supervisor to sign a No-Cost Time Extension with the New York State Department of Transportation extending the agreement through March 31, 2012 to allow additional time for project close out and reimbursement purposes; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Accounting Department, the Town Attorney, the Engineering Department and the Community Development Agency; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\011812\45 - CD No cost Time Ext with NYSDOT for Calverton Rail.doc

NO-COST TIME EXTENSION OF LOCAL/MISCELLANEOUS CONTRACT

NOTE: ***If there is a current Federal-Aid (FA) Authorization period from: MM/DD/YYYY to MM/DD/YYYY in the FA project description, a modified FA Authorization must be requested/submitted immediately.***

DATE: CONTRACT #:**D032417** PIN **0935.61**

PROJECT: **Calverton Enterprise Park Rail Spur**

In the County of: **Suffolk**

Municipality/Sponsor: **Town of Riverhead**

Office Address: **200 Howell Avenue**
Riverhead, NY 11901

Original Contract Period From: **12/7/2009** to **3/31/2011**

Current Completion Date: **12/31/2011**

Requested Extended Contract Completion Date: **3/31/2012**

If applicable, Current Federal-Aid Authorization Period From: MM/DD/YYYY to MM/DD/YYYY

Reason (s) for extension:
Attach additional sheet if necessary :

To provide additional time necessary to complete project close out and reimbursement paperwork.

Agreed to by _____ Date _____
Municipality/Sponsor

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

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation; and that he signed his name thereto by like order.

_____
Notary Public

Recommended by _____ Date _____
NYSDOT Project Manager

Approved by _____ Date _____
NYSDOT Contract Management Bureau

01.18.12
120046

ADOPTED

TOWN OF RIVERHEAD

Resolution # 46

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TERRY CONTRACTING & MATERIALS, INC. FOR YOUNG'S AVENUE LANDFILL POST CLOSURE SITE INSPECTION AND MAINTENANCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Landfill located on Young's Avenue in the Town of Riverhead needs routine inspections and maintenance; and

WHEREAS, renewal of post closure, site inspection and maintenance procedures for the Riverhead Young's Avenue Landfill Closure. 6 NYCRR Part 360 requires site inspection and routine maintenance of the following items: Soil Cover Integrity, Slope Stability, Cover Vegetation, Drainage Structures, Gas Venting Structures; and

WHEREAS, monthly inspections will be performed during the months of April, May, June, July, October and January and after major rainfall events (5-year storms) during the 30-year post closure period unless specific department approval is given to eliminate some or all of these requirements, to ensure that the facility is functioning as intended.

WHEREAS, Engineering Department recommends that the Town retain the services of Terry Contracting & Materials, Inc. to perform the above inspections and maintenance of the Young's Avenue Landfill site; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Terry Contracting & Materials, Inc. 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of January, 2012 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 Terry Contracting & Materials, Inc., a corporation existing under the laws of the State of New York with a principal place of business at 1146 Osborne Avenue, Riverhead, NY 11901 (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 services include the following: SOIL COVER INTEGRITY: Routine inspection will verify the integrity and effectiveness of all final cover; Visual inspections will be made for any deleterious effects of settlement, subsidence, erosion or other events; If any deleterious effects are observed, final cover thickness will be checked to ensure that a minimum of 6" of topsoil is present and a minimum of 12" of barrier protection material is present. SLOPE STABILITY: Routine inspection will verify that all slopes appear in a stable condition; Visual inspections will be made for any deleterious effects of settlement, subsidence, erosion or other events; Slope stability will be assumed unless visual signs of instability are present; COVER VEGETATION: Routine inspection will ensure that all vegetative cover is well established and continuous over all final cover; Vegetative cover will be inspected for presence of woody growth over 1" in caliper; If minor woody growth is present, it will be removed by pulling of the complete root as inspection proceeds. No pesticides will be used to eliminate vegetation; Areas of weak or no growth will be documented. Recommended actions will include replacement of reseeding of these areas. DRAINAGE-STRUCTURES: All drainage structures and drainage systems will be inspected to ensure proper function. Inspector shall visually check all drainage structures for any impediments to proper drainage; If possible, removal of impediments will take place as inspection proceeds; All drainage structures, including manholes, headwalls, swales and recharge areas, will be inspected for damage caused by settlement, subsidence, erosion or other events; Any standing water on the site will be described in the inspectors report. GAS VENTING STRUCTURES: All gas venting structures shall be inspected to ensure proper function. Inspector shall visually check all gas venting structures for structural integrity; If damage is apparent, the inspector will remove the vent cap and check the interior of the vertical riser for structural integrity; Vent opening will be inspected for obstructions; If obstructions are present, the inspector will remove the vent cap and clear the obstructions; Measurement of gas levels will be made at each gas vent. Levels of Methane, Explosive Gases, Hydrogen Sulfide and Oxygen will be recorded. REPORTING PROCEDURES: Copies of all reports will be given to the representatives of the Town of Riverhead (Department of Engineering) and will include documentation of inspector's observations for all mentioned items; photographs of all observed problems; map with approximate location of all observed problems; documentation of any corrective action taken by the inspector during the inspection; all gas level measurements made during the inspection; recommendations for any necessary actions needed to bring all items into compliance with 6 NYCRR Part 360. In addition, Consultant shall provide cost estimates of actions required to mitigate, alleviate and abate such problems not required to be addressed pursuant to the terms above. Consultant shall submit all items listed in the documents above and all such other items that the Consultant deems necessary and appropriate in a timely manner.

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 except as provided above.

3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee for the services described in paragraphs one and two above. The cost of each inspection and subsequent report will be $650.00. These inspections must be performed during the months of April, May, June, July, October and January and after major rainfall events (5-year storms), for a projected annual cost of $3900.00. This assumes post storm inspections will coincide with regularly scheduled inspections. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. The Consultant has represented that it shall meet all deadlines. The Consultant will not exceed the amount indicated for the services including in the scope without the Towns prior approval. Services beyond the scope outlined above that the Consultant will only perform at the Towns request and will be billed in addition to the fee.

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, Attn: Ken Testa, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Robert G. Terry, 1146 Osborne Avenue, Riverhead, NY 11901.

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	Terry Contracting & Materials, Inc.
_____	_____
By:	By:

01.18.12
120047

ADOPTED

TOWN OF RIVERHEAD

Resolution # 47

RATIFIES THE APPOINTMENT OF PART-TIME/CALL-IN PERSONNEL FOR THE RIVERHEAD YOUTH BUREAU'S 2012 MENTORING MATTERS PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Youth Bureau needs to appoint personnel for the 2012 Mentoring Matters Program, and

WHEREAS, pending the results of successfully completed background investigations, recommendations of suitable candidates has been made by the Youth Bureau Executive Director.

NOW, THEREFORE, BE IT RESOLVED that effective for the period of January 1, 2012 through December 31, 2012 this Town Board ratifies the appointments of the following personnel to the Youth Bureau's 2012 Mentoring Matters Program:

Barrow, Eugene	Call-In Rec. Leader I	$11.55 per hour
Brown, Bernice	Rec. Aide II, Level 3	$10.30 per hour
Crescimanno, Anna	Part-time Rec Leader	$14.00 per hour
Dubois-Rivera, Stephanie	Call-In Rec. Leader IV	$20.00 per hour
Estrada, Christian	Rec. Aide I, Level 5	$9.00 per hour
Nieves, Alexa	Call-In Rec. Aide II	$10.30 per hour
Olowu, Hassan	Rec. Aide II, Level 3	$10.30 per hour
Wooten, Barbara	Temporary P/T Clerk	$13.20 per hour

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

YB: Lyczkowski\2011 Resolutions\staff for Mentoring Matters

01.18.12
120048

ADOPTED

TOWN OF RIVERHEAD

Resolution # 48

ACCEPTS RESIGNATION OF THE CHIEF FIRE MARSHAL

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter from Chief Fire Marshal Scott Davonski tendering his resignation effective close of business January 13, 2012.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Scott Davonski.

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120049

ADOPTED

TOWN OF RIVERHEAD

Resolution # 49

EXTENDS SPECIAL USE PERMIT FOR PRESTO-O-PECONIC

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution No. 844 of 2009 the Riverhead Town Board granted the special use permit petition of George Nunnaro pursuant to Section 108-51A of the Riverhead Town Zoning Ordinance, to expand (4,400 sq. ft.) a non-conforming industrial warehouse and office use and related improvements upon real property located at New York State Route 25, Riverhead, New York; such real property more particularly described as SCTM 0600-119-2-14, and

WHEREAS, the aforementioned resolution contained a condition that the specially permitted use shall commence tolled within two (2) years of the approval date, and

WHEREAS, the special permit use has not commenced, and

WHEREAS, Section 108-51A of the Riverhead Town Zoning Ordinance provides the Town Board the authority to allow for a special permit use to be commenced with three (3) years as tolled from the date of approval.

WHEREAS, the Town Board desires to extend the subject special use permit for an additional one-(1) year period, now

THEREFORE, BE IT RESOLVED, that the Town Board hereby extends the special use permit petition of Prest-O-Peconic for an additional one (1) year period to end on September 1, 2012, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to George Nunnaro or her agent, the Building Department, the Planning Department, the Town Attorney, the Fire Marshal, the Accounting Department and that a copy be scanned on to the electronic storage device for future reference.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120050

ADOPTED

TOWN OF RIVERHEAD

Resolution # 50

REAPPOINTS LEGAL REPRESENTATION FOR THE ZONING BOARD OF APPEALS AND THE BOARD OF ASSESSMENT REVIEW

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board wishes to reappoint as Special Counsel, Scott DeSimone to represent the Zoning Board of Appeals (ZBA) and the Board of Assessment Review (BOA), now

THEREFORE BE IT RESOLVED, that Scott DeSimone is hereby reappointed as Special Counsel to the ZBA and BOA at a rate of $7,500.00 annually per Board, service shall include appearance at all meetings, assistance in drafting decisions and legal advice and counsel required; and

BE IT FURTHER RESOLVED, that assigned litigation with the ZBA and BOA shall be billed at the rate of $175.00/hour; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Planning Department, the Accounting Department, the Zoning Board of Appeals and the Law Office of Scott DeSimone.

THE VOTE

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120051

ADOPTED

TOWN OF RIVERHEAD

Resolution # 51

RATIFIES THE RE-APPOINTMENT OF TOWN ATTORNEY ROBERT KOZAKIEWICZ

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

NOW THEREFORE BE IT FURTHER RESOLVED, that this Town Board hereby ratifies the reappointment of Robert Kozakiewicz to the position of Town Attorney effective January 1, 2012.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Town Attorney, Financial Administrator and the Personnel Director; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120052

ADOPTED

TOWN OF RIVERHEAD

Resolution # 52

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

Councilwoman Giglio 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 January 19th,2012 this Town Board hereby appoints Amanda Baron to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of $7.50 per hour and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Jim Rec Aide Baron

01.18.12
120053

ADOPTED

TOWN OF RIVERHEAD

Resolution #53

SETS SALARIES OF VARIOUS RECREATION EMPLOYEES FOR THE YEAR 2012

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the salaries of the following recreation employees of the Town of Riverhead for the year 2012 be and are hereby set as follows:

Name	Title	2012 Level	2012 Rate
Guards			
Beatrice Caccioppo	Call-In Guard	2	$ 11.65
Kenneth Drumm	Call-In Guard	4	$ 12.35
Daniel Dunn	Call-In Guard	2	$ 11.65
Jonathan LaGue	Call-In Guard	1	$ 10.60
Jessica Rachubka	Call-In Guard	2	$ 11.65
Meyer Segal	Call-In Guard	13	$ 16.15
Ronny A. Strange, Jr.	Call-In Guard	1	$ 10.60
Park Attendants			
Helga Guthy	P/T Gate Attendant	7	$ 12.45
Amy Bullock	Call-In Park Attendant III	2	$ 11.30
Kenneth Drumm	Call-In Park Attendant III	8	$ 13.49
Daniel Dunn	Call-In Park Attendant III	4	$ 12.00
Jonathan LaGue	Call-In Park Attendant III	3	$ 11.60
Kenneth Drumm	Call-In Park Attendant II	9	$ 13.18
Daniel Dunn	Call-In Park Attendant II	4	$ 11.50
Carol Janecek	Call-In Park Attendant II	2	$ 10.75
Jonathan LaGue	Call-In Park Attendant II	3	$ 11.10
John Nowack	Call-In Park Attendant II	3	$ 11.10
Jessica Rachubka	Call-In Park Attendant II	2	$ 10.75
Jason Sims	Call-In Park Attendant II	2	$ 10.75
Skate Park/Youth Sports/Special Events/Special Needs			
Andrew Aleksandrowicz	Call-In Rec Leader I	2	$ 11.55
Richard D'Alsace	Call-In Rec Leader II	2	$ 13.20
Daniel Dunn	Call-In Rec Leader II	4	$ 14.00
Michelle Fusilli	Call-In Rec Leader II	1	$ 12.00
John Nowack	Call-In Rec Leader II	15	$ 19.38
Amy Bullock	Call-In Asst Rec Leader	9	$ 12.83
Lisa Douglas	Call-In Asst Rec Leader	3	$ 10.75

Kenneth Drumm	Call-In Asst Rec Leader	7	$ 12.10
Patricia Granneman	Call-In Asst Rec Leader	3	$ 10.75
Keith Greene	Call-In Asst Rec Leader	8	$ 12.43
Justin Grohoski	Call-In Asst Rec Leader	5	$ 11.45
David Guity	Call-In Asst Rec Leader	3	$ 10.75
Johnathan LaGue	Call-In Asst Rec Leader	1	$ 9.50
Brian Letourneau	Call-In Asst Rec Leader	1	$ 9.50
Devin Thieme	Call-In Asst Rec Leader	1	$ 9.50
Charles Zilnicki, Jr.	Call-In Asst Rec Leader	1	$ 9.50
Jasmin Aceituno	Call-In Rec Aide II	2	$ 10.00
Jalyn Brown	Call-In Rec Aide I	2	$ 8.25
Bridget Burgio	Call-In Rec Aide I	1	$ 7.50
Carolyn Carrera	Call-In Rec Aide I	2	$ 8.25
Robert Chituk	Call-In Rec Aide I	2	$ 8.25
Amanda Commins	Call-In Rec Aide I	4	$ 8.75
Kevin Curtis	Call-In Rec Aide II	2	$ 10.00
Colleen Dougherty	Call-In Rec Aide I	2	$ 8.25
Ashley Drozd	Call-In Rec Aide I	2	$ 8.25
Caleb Fox	Call-In Rec Aide I	2	$ 8.25
Kevan Fox	Call-In Rec Aide I	2	$ 8.25
Amanda Graziano	Call-In Rec Aide I	2	$ 8.25
Stephanie Heins	Call-In Rec Aide II	2	$ 10.00
Carol Janecek	Call-In Rec Aide I	4	$ 8.75
Dylan Kelly	Call-In Rec Aide I	2	$ 8.25
Michael Kelly	Call-In Rec Aide I	2	$ 8.25
Yevgenlya Komzyuk	Call-In Rec Aide I	1	$ 7.50
Devrion Kucuk	Call-In Rec Aide I	2	$ 8.25
Johnathan LaGue	Call-In Rec Aide I	5	$ 9.00
Michelle Magliulo	Call-In Rec Aide I	4	$ 8.75
Ellie Markewitz	Call-In Rec Aide I	3	$ 8.50
Michael Napoli	Call-In Rec Aide II	1	$ 9.08
Patrick O'Neill	Call-In Rec Aide II	1	$ 9.08
Davion Porter	Call-In Rec Aide I	2	$ 8.25
Jessica Rachubka	Call-In Rec Aide II	2	$ 10.00
Macey Reichel	Call-In Rec Aide I	3	$ 8.50
Tonilyn Ruisi	Call-In Rec Aide I	2	$ 8.25
Meyer Segal	Call-In Rec Aide I	1	$ 7.50
Jason Sims	Call-In Rec Aide I	2	$ 8.25
Ronny Strange	Call-In Rec Aide I	1	$ 7.50
Jocelyn Zaneski	Call-In Rec Aide I	2	$ 8.25
Jaclyn Zilnicki	Call-In Rec Aide I	5	$ 9.00
Adult Sports/ Bus Drivers/RecreationSpecialists			
Beatrice Caccioppo	Call-In Rec Bus Driver	4	$ 13.40
Douglas Dewling	Call-In Rec Bus Driver	3	$ 13.00
Noel Ehlers	Call-In Rec Bus Driver	4	$ 13.40
Robert A. Fox	Call-In Rec Bus Driver	8	$ 15.04
Stephan Jeski	Call-In Rec Bus Driver	3	$ 13.00

Michael Zorovich	Call-In Rec Bus Driver	4	$ 13.40
Amy Bullock	Call-In Rec Specialist (Youth Sports)		$ 22.66
Elizabeth Casey	Call-In Rec Specialist (Drama)		$ 22.66
Judith Devito	Call-In Rec Specialist (Dance)		$ 20.00
Dennis Doherty	Call-In Rec Specialist (Youth Sports)		$ 24.76
Daniel Dunn	Call-In Rec Specialist (Youth Sports)		$ 22.00
Gerard Duvall	Call-In Rec Specialist (Tennis)		$ 20.00
Melvin Eckstein	Call-In Rec Specialist (Dance)		$ 39.40
Kelly Fox	Call-In Rec Specialist (Softball)		$ 22.00
Robert A. Fox	Call-In Rec Specialist (Softball/Baseball)		$ 23.34
Jeanette Friscia	Call-In Rec Specialist (Dog Obedience)		$ 43.90
Joy Graf	Call-In Rec Specialist (Cooking)		$ 24.76
Victor Guadagnino	Call-In Rec Specialist (Youth Sports)		$ 22.00
Debra Hennenlotter	Call-In Rec Spec.(Lifeguard Training)		$ 24.40
William Hilton	Call-In Rec Specialist (Sailing)		$ 22.66
Cynthia Hynds	Call-In Rec Supervisor		$ 21.86
Lisa Lindsay	Call-In Rec Specialist (Arts & Crafts)		$ 22.00
Robert Lum	Call-In Rec Specialist (Youth Sports)		$ 22.00
Rosemary Martilotta	Call-In Rec Specialist (Yoga)		$ 50.65
Leslie Miller	Call-In Rec Specialist (Spanish)		$ 22.00
John Nicolellis	Call-In Rec Specialist (Canoe/Kayak)		$ 22.66
Cherie Paveglio	Call-In Rec Specialist (Fitness)		$ 32.31
Kristin Realander	Call-In Rec Specialist (Sailing)		$ 20.00
Margaret Sautkulis	Call-In Rec Spec. (Lifeguard Training)		$ 22.00
Christine Spero	Call-In (Registered Nurse)		$ 22.66
David Spinella	Call-In Rec Specialist (Youth Sports)		$ 24.76
Cheryl Walsh Edwards	Call-In Rec Specialist (Youth Sports)		$ 24.76
Rebecca Winkel	Call-In Rec Specialist (Youth Sports)		$ 22.00
Chaperones			
Beatrice Caccioppo	Call-In Chaperone	2	$ 9.35
Cathleen Fox	Call-In Chaperone	2	$ 9.35
Cynthia Hynds	Call-in Chaperone	3	$ 9.65
Lisa Lindsay	Call-In Chaperone	1	$ 8.50
Kathleen Pantaleo	Call-In Chaperone	1	$ 8.50
Corrine Segal	Call-In Chaperone	5	$ 10.25
Mary Walsh	Call-In Chaperone	2	$ 9.35
Teen Center/Intergenerational			
Jasmin Aceituno	Call-In Rec Leader I	5	$ 12.65
Eugene Barrow	Call-In Rec Leader I	2	$ 11.55
Jennifer Petrosino-Dunleavy	Call-In Rec Leader II	1	$ 12.65
Beatrice Caccioppo	Call-In Rec Aide II	4	$ 10.60
Joseph Doll	Call-In Rec Aide II	2	$ 10.00
Kenneth Drumm	Call-In Rec Aide II	5	$ 10.95
Christian Estrada	Call-In Rec Aide I	4	$ 8.75
Alexa Nieves	Call-In Rec Aide II	3	$ 10.30
Kathleen Pantaleo	Call-In Rec Aide II	2	$ 10.00
Mary Walsh	Call-in Rec Aide II	3	$ 10.30
Leanne Weber	Call-In Rec Aide I	2	$ 8.25

THE VOTE

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120054

ADOPTED

TOWN OF RIVERHEAD

Resolution # 54

SETS SALARIES FOR 2012 PART-TIME/CALL-IN PERSONNEL FOR THE RIVERHEAD RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Recreation Department needs to set salaries for the 2012 Part-time/Call-in Recreation personnel,

NOW THEREFORE BE IT RESOLVED, that effective January 18, 2012, this Town Board sets salaries for the 2012 part-time/call-in personnel for the Recreation Department

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 ABSENT

Wooten ☒Yes ☐No Dunleavy ABSENT

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Y:\Rec.Kelly\2012 Resolutions\PT\CI salaries

Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744

2012 Salaries

Part-Time/Call-In Recreation Positions

	Rec Aide I	Rec AideII	Asst. Rec Leader	Rec Leader I	Rec Leader II
Level 1	$ 7.50	$9.0834	$ 9.50	$10.50	$12.00
Level2	$ 8.25	$10.00	$10.45	$11.55	$13.20
Level3	$ 8.50	$10.30	$10.75	$11.90	$13.60
Level4	$ 8.75	$10.60	$11.10	$12.25	$14.00
Level 5	$ 9.00	$10.95	$11.45	$12.65	$14.45
Level 6	$ 9.30	$11.25	$11.75	$13.00	$14.85
Level 7	$ 9.55	$11.60	$12.10	$13.40	$15.30

	PT Gate Attendant	Park Attendant I	Park Attendant II	Park Attendant III	Guard	Chaperone	Rec Bus Driver
Level 1	$9.75	$7.50	$9.75	$10.25	$10.60	$8.50	$11.45
Level 2	$10.75	$8.25	$10.75	$11.30	$11.65	$9.35	$12.60
Level 3	$11.10	$8.50	$11.10	$11.60	$12.00	$9.65	$13.00
Level 4	$11.40	$8.75	$11.50	$12.00	$12.35	$9.95	$13.40
Level 5	$11.75	$9.00	$11.75	$12.30	$12.75	$10.25	$13.75
Level 6	$12.10	$9.30	$12.10	$12.70	$13.10	$10.55	$14.15
Level 7	$12.45	$9.55	$12.45	$13.10	$13.50	$10.85	$14.60

Recreation Specialist: **Starting Salary $20.00 with a 10% Raise after Level One and a 3% Raise thereafter. ****

NOTE: The above salaries are listed on a per hour basis. New Hires can begin at a maximum level 3 (based on experience)

**Salary increase will be determined by reaching a minimum level of hours worked (by category) combined with a positive evaluation. Can jump (2) levels (maximum) with an outstanding evaluation.

01.18.12
120055

ADOPTED

TOWN OF RIVERHEAD

Resolution # 55

APPOINTS A CALL-IN RECREATION SPECIALIST- EXERCISE INSTRUCTOR TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Recreation Specialist-Exercise Instructor is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective January 28, 2012, this Town Board hereby appoints Alexa Nieves to the position of Call-In Recreation Specialist- Exercise Instructor Level I to be paid the rate of $20.00 per hour to the Recreation Department and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen:Reso.Alexa Nieves

01.18.12
120056

ADOPTED

TOWN OF RIVERHEAD

Resolution # 56

APPOINTS A CALL-IN RECREATION SPECIALIST- ART INSTRUCTOR TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Recreation Specialist- Art Instructor is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective January 31, 2012, this Town Board hereby appoints Christine Pizzi to the position of Call-In Recreation Specialist- Art Instructor Level XIII to be paid the rate of $30.45 per hour to the Recreation Department and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen:Reso.Christine Pizzi

01.18.12
120057

ADOPTED

TOWN OF RIVERHEAD

Resolution # 57

APPOINTS A RECREATION LEADER II- LEVEL I TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Recreation Leader I (Level 2) is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective January 18, 2012, this Town Board hereby appoints Christian Clinton to the position of Call-In Recreation Leader I (Level 2) to be paid the rate of $11.55 per hour to the Recreation Department and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Tom.reso.RECLEADER-Clinton.doc

01.18.12
120058

ADOPTED

TOWN OF RIVERHEAD

Resolution # 58

APPOINTS A CALL-IN RECREATION AIDE- VOLLEYBALL ATTENDANT TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective January 23, 2012, this Town Board hereby appoints Richard Shore to the position of Part-Time Recreation Aide- Volleyball Attendant, Level 1, to be paid the rate of $9.00 per hour and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen. Richard Shore-Volleyball Attendant

01.18.12
120059

ADOPTED

TOWN OF RIVERHEAD

Resolution # 59

APPOINTS A CALL-IN RECREATION AIDE- VOLLEYBALL OFFICIAL TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

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

NOW THEREFORE BE IT RESOLVED, that effective January 23, 2012, this Town Board hereby appoints Richard Shore to the position of Part-Time Recreation Aide- Volleyball Official1, Level 1, to be paid the rate of $9.00 per game and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen. Richard Shore-Volleyball Official

01.18.12
120060

ADOPTED

TOWN OF RIVERHEAD

Resolution # 60

AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR SECURITY SERVICES AT EPCAL

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Community Development Agency ("CDA") and the Town of Riverhead ("Town") are in the process of updating, developing and implementing a reuse plan for the former Naval Weapons Industrial Reserve Plant site, known and commonly referred to as "NWIRP" or "EPCAL", to bring to fruition economic development to the Town of Riverhead; and

WHEREAS, a recent market study identified safety and security as an issue that the CDA and Town should address to improve EPCAL's position in the marketplace and, as such, the CDA and Town seek proposals from experienced and qualified vendors to provide security services at EPCAL which consists of approximately 2,900 acres located in Calverton, Town of Riverhead, New York; and

WHEREAS, the CDA and Town seek authorization to publish and post a notice to bidders for proposals to provide security services for the EPCAL property.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Security Services at EPCAL; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the January 26, 2012 issue of the News-Review; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **February 23, 2012 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Security Services at EPCAL.**

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **January 26, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked **"SECURITY SERVICES AT EPCAL"**. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on February 23, 2012**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK

TOWN OF RIVERHEAD
BID SPECIFICATIONS FOR SECURITY SERVICES AT EPCAL

I. General Description of Project

The Town of Riverhead Community Development Agency ("CDA") and the Town of Riverhead ("Town") are in the process of updating, developing and implementing a reuse plan for the former Naval Weapons Industrial Reserve Plant site, known and commonly referred to as "NWIRP" or "EPCAL", to bring to fruition economic development to the Town of Riverhead. A recent market study identified safety and security as an issue that the CDA and Town should address to improve EPCAL's position in the marketplace, and, as such, the CDA and Town seek Bids from experienced and qualified vendors to provide security services at EPCAL which consists of approximately 2,900 acres located in Calverton, Town of Riverhead, New York.

II. General Scope of Services

The CDA and Town seek proposals from qualified Contractors to provide security services for the EPCAL property. The EPCAL property (hereinafter referred to as "subject property") consist of approximately 2900 acres, located at Route 25 and Grumman Boulevard. These bid specifications establish minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Contractor's bid response. The Town reserves the right to issue a single award, multiple awards, or reject all bids based on the bid responses and a determination as to the best interests of the Town. In addition, the Town is not obligated to accept the lowest bid and reserves the right to amend the scope of the project.

This information is provided for informational purposes only and should not be construed as a commitment by the Town to contract for services.

1. Performance Specifications

The Town is interested in establishing a contract(s) with a firm(s) who will provide at a minimum the following services:

The EPCAL property consists of 2900 acres located at Route 25 and Grumman Boulevard, Calverton, NY. At present, most of the site is undeveloped and unoccupied with the exception of the Grumman Memorial Park, Town Recreational Park (ball fields and related improvements), development of Island Water Park Corp., limited use of the two existing runways (i.e. agreement with LIPA for staging area related to response to emergency conditions), and limited use of taxiways (Sky Dive Long Island). The EPCAL property surrounds an industrial development known as "Camelot I and II" (and commonly referred to as "Burman Subdivision"). While a fence surrounds a significant portion of the property, there are several areas open and accessible via vehicle and/or pedestrian travel. In addition, it is anticipated that the roadway within Camelot I and II and adjacent to the subject property will be completed within the next several months and sections of exiting fence will be removed to create an open vista to the entranceway to the subject property. The Town seeks on-site security services to patrol the EPCAL site, seven days a week 6:00 pm to 6:00 am. Contractor shall provide unarmed uniformed security services in and around EPCAL. The Town of Riverhead shall have the right to adjust daily security start and end times and eliminate some daily security hours as the Town sees fit.

Contract security personnel will provide a variety of services which may include but are not limited to the following general tasks: entry and egress access control; roving patrols of the entire parcel including exterior building areas; incident and daily operating reports; monitoring, responding and coordinating efforts with Town Police regarding intrusion detection, alarm and fire detection and reporting of said events; and such other tasks or duties identified in post orders and standard operating procedures.

Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the Town of Riverhead's standards.

Contractor shall develop a comprehensive set of post orders/standard operating procedures documenting both general procedures as well as site-specific responsibilities. The post orders shall be prepared prior to the commencement of the contract, and must be reviewed and approved by the Town of Riverhead within thirty (30) days from commencement of Contractor's

services to the CDA and Town. Contractor shall require all security officers to read and verify understanding and compliance with the post orders.

Contractor is responsible for the daily personal appearance of security personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Security officers are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Contractor shall administer all cost accounting and billing relative to this contract.

Contractor shall respond as necessary to accommodate additional duty hours as may be requested by the Town of Riverhead.

2. Payment

Each vendor is notified that certified payroll prevailing wage rate documentation may be required for specific projects. Provide billing rates for each of the following:

- Security Officer per hour
- Overtime policies, holiday policies and their rates
- Vehicle per month
- Any other associated costs or equipment, such as surveillance equipment, check point monitors.

3. Term of Contract

The term of this contract shall commence on date of award and continue for a period of one year and may be extended upon mutual assent of the parties herein. The Town shall have the right to terminate the contract with thirty days (30) written notice to the Contractor.

III. Bid Requirements

1. Response Format Requirements

Each proposal must include a table of contents with section numbers for each of the required components of the proposal. Vendors must use the bid specifications numbering scheme in their response to allow for efficient evaluation.

All proposals must include a point-by-point response to bid specifications. Each response must be cross-referenced to the corresponding numbered item in these specifications and described in as much detail as possible.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-complaint. The Town reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

NOTE: Unnecessarily elaborate brochures and other presentations, beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

2. Specific Proposal Responses

The following response requirements are to be addressed in the Vendor's response:

a. Provide a brief history of your firm and its experience in security services, preferably for towns and villages or other similar institutions (i.e., hospitals).

b. Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for this project and indicate the support staff available to assign to this project. Include brief biographical information regarding the personnel who would be directly responsible for the management and supervision of this project.

c. Provide a complete list and description of equipment that your company owns and operates that will be used to provide the security services identified above.

d. Cost Proposal and Invoicing

Provide billing rates for each of the following:

- Security Officer per hour
- Overtime policies, holiday policies and their rates
- Vehicle per month
- Any other associated costs or equipment, such as surveillance equipment, check point monitors.

Proposed invoicing shall be monthly. All invoices will clearly identify applicable job site coding in order to associate Contractor's actual costs with the PRA's job site or job codes.

3. References

Provide a listing of references from current or former clients to whom the bidder has provided similar services as described in these bid specifications, particularly references from other towns or villages. Please include name, title and telephone number of a contact person at each institution.

4. Pricing Structure

Pricing shall remain firm for one year from date of award. Any requests for price increases after that shall be submitted in writing to the Town Purchasing Department, attention Maryann Tague, and must include an explanation or justification for such requests.

IV. Bid Evaluation Criteria

1. Evaluation

The award of the Bid Specifications will be based upon a comprehensive review and analysis of all proposals and determination of the proposal which best meets the needs of the Town.

The award shall be made to the most responsive bidder offering the best value as determined by the Town. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The Town will include in its evaluation: proposals, presentations (if requested), references and interviews.

All proposals will be evaluated by the Town, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

a. Qualifications and Experience:

- Prior experience including references and current client list
- Ability to provide personnel and/or equipment for security services for the period of time(s)/schedule set forth above.
- General qualifications and experience as they relate to compliance with New York contracting statutes and regulations.

b. Fee for the security services

c. References: Each proposer is required to provide a list of references as required above with which it has provided services similar to the one in the Bid Specifications. Please include name, title and telephone number of a contact person at each institution. The Town reserves the right, but is not obligated to, contact any organization or institution and review the services provided or any systems installed and implemented by a proposer as a reference.

The Town will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of specific terms and conditions on any resulting award or purchase order. The Town will be the sole judge of the suitability of the proposed Agreement.

APPENDIX I. References

Proposals should include three organizations or institutions, of similar or the same size, where your organization has provided services similar to the services you are proposed for the Town. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	**Institution**	**Contact**	**Telephone No.**
Reference #1:	_____	_____	_____
E-mail:	_____		
Reference #2:	_____	_____	_____
E-mail:	_____		
Reference #3:	_____	_____	_____
E-mail:	_____		

V. BID

Security Services at EPCAL

TOWN OF RIVERHEAD

BID SHEET

COMPANY NAME: _____

COMPANY ADDRESS: _____

_____

COMPANY TELEPHONE: _____

COMPANY FAX NUMBER: _____

COMPANY CONTACT: _____

COMPANY EMAIL ADDRESS: _____

In compliance with your advertisement in the **JANUARY 26, 2012** issue of the News Review or bids to be opened on **FEBRUARY 23, 2012** conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached. Vendors shall attach a copy of the Bid proposal to this form.

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

Respectfully submitted,

SIGNED BY: _____

TITLE: _____

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for SECURITY SERVICES AT EPCAL will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on February 23, 2012 at which time they will be publicly opened and read aloud.

Bid specifications may be examined and/or obtained on January 26, 2012 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays, or by visiting the Town of Riverhead website at www.riverheadli.com and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "SECURITY SERVICES AT EPCAL".

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination and the award of the Bid Specifications will be based upon a comprehensive review and analysis of all proposals and determination of the proposal which best meets the needs of the Town. The award shall be made to the most responsive bidder offering the best value as determined by the Town. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____(bidder), being duly sworn, deposes and says:

A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;

B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;

C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and

E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)
(TITLE)

Address: _____

_____

Sworn to before me this

_____day of _____ , 2012

_____
Notary Public

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER : _____

ADDRESS: _____

_____

CONTACT PERSON: _____

DATE: _____

SIGNATURE OF AGENT/DEALER: _____

01.18.12
120061

WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 61

AWARDS BID FOR COMMUNITY GARDEN PLAYGROUND EQUIPMENT

Councilman Wooten 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 Community Garden Playground Equipment located at 117 West Main Street, Riverhead, New York; and

WHEREAS, six (6) bids were received, opened and read aloud on the 14th of December at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the low bidder, Pat Corsetti, Inc., submitted a bid for Game Time playground equipment; and 2nd low bidder, American Recreational Products, Inc., submitted a bid for Park and Play Structures; and

WHEREAS, the Town Engineer and Recreation Superintendent have received and reviewed all cut sheets outlining equipment specifications for the equipment bid by Pat Corsetti, Inc. and American Recreational Products, Inc., and has determined that the Gametime Equipment and the Park and Play Structures are not an acceptable, approved equal and does not match the bid specifications.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Community Garden Playground Equipment be and is hereby awarded to Louis Barbato Landscaping, Inc. in the amount of Fifty One Thousand, Three Hundred Seventy Four Dollars ($51,374.00); 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 Community Garden Playground Equipment; and

WITHDRAWN

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order in the amount of $51,374.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Louis Barbato Landscaping, Inc., 1600 Railroad Avenue, Holbrook, New York 11741, Kenneth Testa, P.E., Chris Kempner, Community Development Director, Ray Coyne, Recreation Superintendent, Purchasing Department, IT 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared **WITHDRAWN**

WITHDRAWN

01.18.12
120062

ADOPTED

TOWN OF RIVERHEAD

Resolution # 62

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH BLACK BOX TO AUDIT TELEPHONE BILLING FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Black Box Network Services (hereinafter referred to as "Black Box") is a company specializing in comprehensive voice communications and data infrastructure solutions, including but not limited to, traditional telephony, network security, wired and wireless networks and network monitoring; and

WHEREAS, Black Box through "PhoneReview" performs historical audits (review and complete analysis of past telephone billing, including rate and function of equipment) and has performed similar services for numerous counties, towns, and villages, including Suffolk County, Towns of Islip, Southampton and Southold, and the Villages of Patchogue, Southampton and Westhampton, with the goal of recoupment of refunds due from telephone carrier related to overbilling or failure to delivery contracted services, development of cost saving plan, assistance in technical conversion to an improved plan; and

WHEREAS, the Black Box PhoneReview audits resulted in substantial refund and/or savings to the County of Suffolk and Town of Islip; and

WHEREAS, Black Box has proposed a fee for the services identified above in an amount equal to 50% of the savings recovered (payment or credit) by the Town related to past overcharges and incorrect billing -note, the Town shall not be required to pay any fee unless Black Box succeeds in obtaining a refund or credit to the Town; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead authorizes the Supervisor to execute a professional services agreement in substantially the same form as annexed hereto which includes confidentiality provisions related to access to Town telephone system and such other systems related to the audit at a fee equal to 50% of the savings recovered (payment or credit) by the Town related to past overcharges and incorrect billing; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Riverhead authorizes the Supervisor to execute "Client Agreement" and "Access to Records/Documents"; and

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of January, 2012 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 Black Box Network Services, Inc., a corporation existing under the laws of the State of New York with a principal place of business at 1 Huntington Quadrangle, Suite 2N01, Melville, NY 11747 (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 audit services related to the Town of Riverhead's telephone billing, including but not limited to, analysis of past billing, recovery of overpayments, analysis of functions/features of system, preparation of cost effective program all designed to recoup or reduce costs and maximize efficiency in the operations of Town government related to the communication (telephone) systems.

The Office of the Financial Administrator shall provide Consultant with such records, documents and/or access to telephone systems and related equipment, except no access or information/ documentation shall be granted related to the Town's wireless or cellular records unless the Financial Administrator receives written authorization from the Office of the Town Attorney as same are not subject to the audit services. The Office of the Financial Administrator shall be required to notify the Office of the Town Attorney of the records, documents (by type) and access to systems that Consultant requires to perform the audit services 5 days prior to any grant of access. In the event the Town Attorney determines access is not appropriate or recommends access be limited or restricted, Consultant shall be notified that access is denied or provided such limited or restricted recommended by the Town Attorney.

2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same and terminate upon completion. Consultant and Town estimate that all services related to audit of the Town's telephone billing charges and such other services identified above shall be completed within six to nine months from the date of this agreement.

3. PAYMENT

For these services Town of Riverhead will pay Consultant 50% of the amount of past overcharges credited to and collected by the Town of Riverhead. If Consultant does not obtain a refund or credit there shall be no fee for the services identified in this agreement. Note, services beyond the scope outlined above shall only be performed at the Town's request, via Town Board resolution, and such fee for additional services shall be set forth in such resolution.

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. CONFIDENTIALITY

The Town and Consultant agree that Consultant will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon approval by the Office of the Town Attorney-written confirmation that it is appropriate for Consultant to respond or pursuant to a lawful court order. The requirements of this Section 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, except it is agreed and understood that this prohibition/restriction shall not apply to Consultant listing or naming the Town as a client in a curriculum vitae and/or advertisement for services. 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. 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 Office of the Town Attorney if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Black Box, 1 Huntington Quadrangle, Suite 2N01, Melville, NY 11747

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, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel form any claims, liabilities costs, and expenses from

misrepresentations or incorrect information supplied by the Town related to the services identified herein.

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. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. 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	BLACK BOX NETWORK SERVICES
_____	_____
By: Sean Walter, Supervisor	By: John, J. Coyne, Sr. Vice President

01.18.12
120063

ADOPTED

TOWN OF RIVERHEAD

Resolution # 63

AWARDS BID FOR COMMUNITY GARDEN PLAYGROUND EQUIPMENT SUBJECT TO AND CONTINGENT UPON SUFFOLK COUNTY COMMUNITY BLOCK GRANT EXECUTION OF DOCUMENTATION AUTHORIZING RELEASE OF FUNDS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Community Development Agency, together with the assistance and participation of the Departments of Engineering and Recreation, developed a plan for further improvement of property located within the Downtown Grangebel Park area of the Town of Riverhead for a playground in proximity to the area improved with a community garden; and

WHEREAS, the Community Development Agency made application through the Suffolk County Community Block grant for funds necessary to purchase equipment and such other necessary improvements to create the proposed playground; and

WHEREAS, pursuant to the criteria, provisions and procedures of the Suffolk County Community Block grant, the Town was permitted to prepare bid specifications and competitively bid for equipment and services related to the proposed playground project; and

WHEREAS, the Town Board authorized the Town Clerk to publish and post a Notice to Bidders for the Community Garden Playground Equipment located at 117 West Main Street, Riverhead, New York; and

WHEREAS, six (6) bids were received, opened and read aloud on the 14th of December at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the low bidder, Pat Corsetti, Inc., submitted a bid for Game Time playground equipment; and 2nd low bidder, American Recreational Products, Inc., submitted a bid for Park and Play Structures; and

WHEREAS, the Town Engineer and Recreation Superintendent have received and reviewed all cut sheets outlining equipment specifications for the equipment bid by Pat Corsetti, Inc. and American Recreational Products, Inc., and determined that the Gametime Equipment and the Park and Play Structures proposed by the respective

companies are not an acceptable or an approved equal to those required by the bid specifications and consequently, the Town Engineer and Recreation Superintendent recommend that the Town Board reject the 1st and 2nd low bidder and instead award to Louis Barbato Landscaping, Inc. the next lowest qualified bidder; and

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Community Garden Playground Equipment be and is hereby awarded to Louis Barbato Landscaping, Inc. in the amount of Fifty One Thousand, Three Hundred Seventy Four Dollars ($51,374.00) subject to and contingent upon Suffolk County Community Block grant execution and delivery of such documents authorizing (approving) release of funds for the Community Garden Playground Equipment project; 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 Community Garden Playground Equipment subject to and contingent upon Suffolk County Community Block grant execution and delivery of such documents authorizing (approving) release of funds for the Community Garden Playground Equipment 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 in the amount of $51,374.00 subject to and contingent upon Suffolk County Community Block grant execution and delivery of such documents authorizing (approving) release of funds for the Community Garden Playground Equipment project ; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Louis Barbato Landscaping, Inc., 1600 Railroad Avenue, Holbrook, New York 11741, Kenneth Testa, P.E., Chris Kempner, Community Development Director, Ray Coyne, Recreation Superintendent, Purchasing Department, IT 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120064

ADOPTED

TOWN OF RIVERHEAD

Resolution # 64

AMENDS AND CORRECTS RESOLUTION # 845 ADOPTED ON NOVEMBER 15, 2011 RETAINING SPECIAL COUNCIL TO THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by Resolution #845 adopted on November 15, 2011, the Town Board retained the Law Offices of Brian A. Andrews, P.L.L.C. to act as special counsel to represent and defend the Town of Riverhead regarding various claims and lawsuits against the Town of Riverhead; and

WHEREAS, the second paragraph of Resolution #845 erroneously made reference to the Town's desire to retain services for the Planning Board and instead the language should properly read "Town of Riverhead wishes to retain special counsel to assist the Town of Riverhead as required regarding these claims and actions"; and

WHEREAS, the language and all other provisions set forth in Resolution # 845 are correct; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby amends and corrects, nunc pro tunc, the error contained in the second paragraph of Resolution #845 adopted on November 15, 2011, to read "WHEREAS, the Town Board of the Town of Riverhead wishes to retain special counsel to assist the Town of Riverhead as required regarding these claims and actions"; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Offices of Brian A. Andrews, P.L.L. C., 13235 Main Road, P.O. Box 43, Mattituck, New York, 11952; the Office of the Town Attorney and the Office of Accounting.

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

Z:Town Attorney\RESOLUTIONS\CORRECT SPECIAL COUNSEL RESOLUTION #845 OF NOV 2011

01.18.12
120065

ADOPTED

TOWN OF RIVERHEAD

Resolution # 65

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH NATIONAL FIRE & SAFETY SOLUTIONS INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Police Department/Justice Court Building requires continuous fire and security alarm monitoring services; and

WHEREAS, National Fire & Safety Solutions Inc., has previously installed an alarm system at the subject location and is ready, willing and able to continue to provide alarm monitoring services as desired by the Town of Riverhead at a cost of $35.00 per month for a total annual cost of $420.00 for fire and security alarm monitoring services at the subject location.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an Agreement with National Fire & Safety Solutions Inc., in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney, regarding fire and security alarm monitoring services at the Police Department/Justice Court Building, at the cost stated above; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of January, 2012, 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 National Fire & Safety Solutions Inc., a corporation existing under the laws of the State of New York with a principal place of business at 211 Knickerbocker Avenue, Bohemia, New York, 11716 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

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

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2012 and terminate on December 31, 2012.

3. PAYMENT

For these services, Town will pay Consultant the sum of $35.00 per month, for a total annual payment of $420.00. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for herein. Consultant shall not incur any expenses in Town's behalf except upon written consent. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

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

6. 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.

7. 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.

8. 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.

9. NOTICES
Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq. 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Christopher Cassidy, Vice-President of Operations, National Fire & Safety Solutions Inc., 211 Knickerbocker Avenue, Bohemia, New York, 11716.

10. COMPLIANCE WITH LAWS
Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other

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

11. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance in the amount of two million dollars per occurrence and four million dollars in the aggregate 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.

12. 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.

13. 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.

14. 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 last date written below.

By: Sean M. Walter, Town Supervisor Town of Riverhead	By: Christopher Cassidy, Vice-President National Fire & Safety Solutions Inc.
DATE:	DATE:

Schedule A

1. TOWN owns an electronic security equipment system known as the "Silent Night System" and desires central office monitoring service regarding security and fire.

2. The parties agree as follows:

Monitoring customers existing Fire Alarm Control Panel with integral DACT

Service provided: X Monitoring ___ Guard Response _ Radio or Cellular Backup High Speed Internet Monitoring

Approximate date of installation: **Existing** Estimated date for completion: **Existing**

3. NATURE OF SERVICE

Monitoring and servicing of the communication software on a continuous basis for the term of this agreement specifically at the Police Department/Justice Court Building, 210 Howell Avenue, Riverhead, New York, 11901.

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4. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, Consultant or its designee communication center shall make every reasonable effort to notify Town and the appropriate municipal police or fire department. Town acknowledges that signals transmitted from Town's premises directly to municipal police or fire departments *are not monitored* by personnel of Consultant or Consultant's designee communication center and Consultant does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

5. Town acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Consultant and are not maintained by Consultant and, therefore, Consultant shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Town agrees to furnish Consultant with a written list of names and telephone numbers of those persons Town wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Consultant in writing. Town authorizes Consultant access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Town requests Consultant to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Town shall pay Consultant $50.00 for each such service.

6 NO WARRANTIES OR REPRESENTATIONS: TOWN'S EXCLUSIVE REMEDY: Consultant does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Town acknowledges that Consultant is not an insurer, and the Town assumes all risk for loss or damage to Town's premises or its contents. Consultant has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Town's exclusive remedy for Consultant's default hereunder is to require Consultant to repair or replace, at Consultant's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: The security equipment is designed to reduce certain risks of loss, though Consultant does not guarantee that no loss will occur.

8. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Town agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by NFSS without additional charge.

9. ALTERATION OF PREMISES FOR INSTALLATION: Consultant is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Consultant's sole discretion for the installation and service of the communication software, and NFSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Town represents that the owner of the premises, if other than Town, authorizes the installation of the communication software under the terms of this agreement.

10. TOWN'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Town agrees to furnish, at Town's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31 Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Consultant in its sole discretion and to notify Consultant of any change in such service.

11. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: The parties hereto agree that the communication software, once installed, is in the exclusive possession and control of the Town, and it is Town's sole responsibility to test the operation of the communication software and to notify Consultant if it is in need of repair. Consultant shall not be required to service the communication software unless it has received notice from Town, and upon such notice, Consultant shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by Consultant to Town's alarm or security equipment shall be at Consultant's option on a per call request by Town, and Town shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract.

In the event Town complies with the terms of this agreement and Consultant fails to repair the communication software within 36 *hours after* notice is given, excluding Saturdays, Sundays, and legal holidays, Town agrees to send notice that the communication software is in need of repair to Consultant, in writing, by certified or registered mail, return receipt requested and Town shall not be responsible for payments due while the security equipment remains inoperable. If Consultant fails to repair the communication software within 48 hours after receipt of said notice, Town shall not be obligated to pay any amount for the communication software from date said notice is given, until the communication software is restored to working order. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Town shall be precluded from raising the issue that the communication software was not operating unless Town can produce a post office certified or registered receipt, signed by Consultant, evidencing that service was requested by Town. Only communication and security system software is covered by service, or any other satisfactory proof of notification. It shall be Town's sole responsibility to maintain the communication hardware in working order.

12. DELAY IN INSTALLATION: Consultant shall not be liable for any damage or loss sustained by Town as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including *NFSS's* negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

13. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event Consultant issues a UL certificate to Lessee, Consultant will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this agreement. Should there arise any conflict between this agreement and Lessee's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. This contract shall be governed by the laws of the State of New York. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

01.18.12
120066

ADOPTED

TOWN OF RIVERHEAD

Resolution # 66

APPOINTS MEMBER TO THE PARKING DISTRICT ADVISORY COMMITTEE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board, pursuant to Resolution #432 adopted on June 7, 1994, created a liaison group to serve at the pleasure of the Town Board, now referred to as the "Parking District Advisory Committee", to act as trustees of the Parking District for the purpose of advising and reporting to the Town Board on such matters related to the Parking District, including but not limited to, maintenance and future development within the Parking District; and

WHEREAS, in 1995, the Town Board, pursuant to Resolution # 166 adopted on March 7, 1995, expanded the Parking District Advisory Committee to more effectively represent landowners and tenants within the Parking District; and

WHEREAS, in 2005, the Town Board, pursuant to Resolution # 432 adopted on May 3, 2005, re-established the membership of the Parking District Advisory Committee; and

WHEREAS, from the date the Parking District Advisory Committee was created up to and including the present, the Town Board has adopted a series of resolutions appointing, terminating and replacing members of the committee to make certain that the membership of the Parking District Advisory Committee provides adequate representation of owners and tenants within the Parking District; and

WHEREAS, the Town Board reviewed Parking District Advisory Committee membership and participation of its members and determined that the Parking District Advisory Committee, and, in turn the Town Board, would benefit from the appointment of an additional member to stimulate active participation of its members and increase representation of the landlords and tenants within the Parking District; and

NOW THEREFORE BE IT RESOLVED, that the Town Board appoints Victor Prusinowski, as representative of an owner of real property located at 65 East Main Street, Riverhead, NY and described as SCTM# 0600-128-6-76.1; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Victor Prusinowski, c/o Cody's Bar & Grill, 65 East Main Street, Riverhead, NY; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic stage 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120067

ADOPTED

TOWN OF RIVERHEAD

Resolution # 67

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 52 ENTITLED "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 52 entitled, "Building Construction " of the Riverhead Town Code once in the January 26, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF
RIVERHEAD NOTICE
OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 7th day of February, 2012 at 2:10 o'clock p.m. to amend Chapter 52, entitled "Building Construction" of the Riverhead Town Code.

Be it enacted by the Town Board of the Town of Riverhead as follows:

CHAPTER 52

Building Construction

§ 52-1. New York State Uniform Fire Prevention and Building Code, General Provisions, Definitions.

A. Uniform Code.

Those rules and regulations promulgated pursuant to Article 18 of the Executive Law of the State of New York, collectively known as the "New York State Uniform Fire Prevention and Building Code," are applicable to all buildings and construction in the Town of Riverhead; said rules and regulations are hereinafter referred to in this chapter as the "Uniform Code" or the Uniform Building Code.

B. Violations of the Uniform Code.

Any construction as defined herein resulting in a violation of the provisions of the Uniform Code, as promulgated pursuant to Article 18 of the Executive Law of the State of New York, shall be deemed a violation of this section and subject to any orders, requirements and penalties pursuant to New York State Executive Law Section 382 entitled Remedies.

C. Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings defined herein.

D. Interchangeability.

Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

E. Terms defined in other codes.

Where terms are not defined in this code and are defined in the "Uniform Code," such terms shall have the meanings ascribed to them.

F. Terms not defined.

Where terms are not defined through the methods authorized by this Chapter, this Code or by the Uniform Code, such terms shall have the ordinarily accepted meanings such as the context implies.

G. Definitions.

ADDITION. Any Construction which results in an extension or increase in floor area, number of stories, or height of a building or structure. For the purposes of this definition an addition shall also mean adding any component(s), device(s) or equipment to an existing electrical, plumbing or mechanical system within or upon any building, structure or premise.

ALTERATION. Any construction or renovation to an existing building or structure other than an "ordinary repair" or "addition" as defined herein. Alterations are further identified pursuant to the "Uniform Code" and classified as Level 1, Level 2 and Level 3. For the purposes of this definition an alteration shall also include altering the location or the addition of any electrical, plumbing or mechanical system component(s) or device(s) with regard to their existing location within or upon any building, structure or premise.

ALTERED. See Alteration.

ACCESSORY STRUCTURE, BUILDING. See chapter §108-3 of this code specifically, "ACCESSORY BUILDING, STRUCTURE OR USE.

APPROVED. Acceptable to the code enforcement official or other authority having jurisdiction.

BUILDING. Building shall mean a structure having a roof supported by walls that is used, or designed or intended to be used for human habitation or occupancy.

BUILDING INSPECTOR. An employee of the Town of Riverhead Building Department who currently holds the title and certification of a "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration" who is charged with the administration and enforcement of this chapter.

BUILDING DEPARTMENT ADMINISTRATOR. See "Building Inspector" as defined herein.

CHANGE OF OCCUPANCY. A change in the purpose or level of activity within a building, structure or premise that involves a change in application of the requirements the Uniform Code and or this code.

CODE. The Code of the Town of Riverhead.

CODE ENFORCEMENT OFFICIAL. The officer or other designated authority that currently holds the title and certification of a "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration", who is charged with the enforcement of this chapter.

CONSTRUCTION. To form by assembling or combining any materials, by building or erecting.

CONSTRUCTION TRAILER. A portable building designed to be transported after fabrication on its own wheels or on flatbed, used primarily as a temporary office for the purpose of monitoring construction at a construction site.

DEMOLITION. The act of removing "structural components" as defined in this chapter and or the removal of any electrical, plumbing or mechanical system within a building or structure by disassembling or tearing down.

DWELLING. Any building that contains one or two dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Dwelling units include, but are not limited to, one-family dwellings, each unit in a two-family dwelling, each unit in a multiple single-family dwelling (townhouse), and bed and breakfast dwellings.

ELECTRICAL INSPECTOR. An employee of the Town of Riverhead Building Department who currently holds the title of Electrical Inspector and certification of "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration" who is charged with the administration and enforcement of this chapter.

ENLARGED. See Addition.

EXTENDED. See Addition.

ORDINARY REPAIR. The restoration to good or sound condition of an existing part of any building or structure for the purpose of its maintenance. For the purpose of this definition an ordinary repair shall not be deemed an alteration, addition, demolition, and new construction or cause the removal of any "structural component(s)" or result in a "change of occupancy" as

further defined herein. For the purpose of this definition any ordinary repair performed without the benefit of a building permit and approval thereof shall comply with the uniform code and shall not cause any building or structure to become less conforming or less safe than it was prior to the repair.

OWNER . Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title or deed to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PREMISES. A lot, plot or parcel of land, easement or public way, including any buildings, structures thereon.

RENOVATION. See "Alteration".

REPLACEMENT SIDING. The process of removing existing siding or cladding. Replacement siding or cladding can also be the installation of new siding or cladding over existing siding or cladding. For the purpose of this definition replacement siding shall not cause any building or structure to become less conforming or less safe than it was prior to the repair.

REROOFING. The process of recovering or replacing an existing roof covering. See "Roof recover."

RESIDENTIAL PREMISES. A residential premises shall be any parcel of real estate, used or intended for residential purposes, whether platted or un-platted in which a dwelling or dwelling unit is situated upon. For the purpose of this definition a residential premise shall not be a Motel, Hotel, Dormitory or Country Inn which are further defined in this code.

ROOF RECOVER. The process of installing an additional roof covering over a prepared existing roof covering without removing the existing roof covering.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.

SIDING. The covering of the outside walls of a building or structure with materials including but not limited to boards, shingles or vinyl and includes RECLADDING which is covering of the outside walls of a building or structure with materials including but not limited to masonry, glass, stone, concrete, metal, stucco and fiberglass products.

STRUCTURE. That which is built or constructed or a portion thereof.

STRUCTURAL COMPONENT. Component(s) or material(s) within a building or structure that carry vertical or lateral loads. i.e. live loads, dead loads, snow loads.

WALL, RETAINING. A wall not laterally supported at the top that resists lateral soil loads and other imposed loads.

WALLS. Walls shall be defined as follows:

Load-bearing wall is a wall supporting any vertical load in addition to its own weight.

Nonbearing wall is a wall which does not support vertical loads other than its own weight.

§ 52-6. Application for building permit.

~~A. No person, firm or corporation shall commence the erection, construction, enlargement, alteration, removal, improvements, demolition, conversion or change in the nature of the occupancy of any building or structure, or cause the same to be done, without first obtaining a building permit, separate and distinct from that required by the Zoning Ordinance,EN from the Building Inspector for each such building or structure, except that no building permit shall be required for the performance of ordinary repairs which are not structural in nature and which do not exceed $3,000 in total value. An application for a building permit is not required where there is no change in the perimeter of an existing structure which is being repaired, improved or remodeled at a value not exceeding $3,000 nor for such kinds, types and methods of repairs, improvements and alterations as the Town Board shall specify, from time to time, in regulations adopted by said Board, by resolution, applicable to this chapter. The Building Inspector may waive the requirement for a building permit only in reference to those nonstructural ordinary repairs which exceed the sum of $3,000. [Amended 12-6-1977; 1-13-1987]~~

A. No person, owner, firm, agent, contractor or corporation shall commence any work to be done which may cause an "Addition", "Renovation", "Demolition", "Alteration", "Roof Deck Replacement", new "Construction" or "Change of Occupancy" as defined herein of any building or structure upon any premise thereof without first obtaining a building or demolition permit separate and distinct from that required by Chapter §73 and §108 of this code entitled "Landmarks Preservation" and "Zoning", from the Building Inspector for each such building or structure where work or construction is being performed.

B. Exempted from the provisions of §52-6 subsection (A) above is any construction resulting in any of the following and further defined in this chapter:

(1) Ordinary Repairs, Except that any work to an existing electrical system, device or part thereof must comply with §52-6 (M) entitled Electrical Permits of this chapter.

(2) "Reroofing".

(3) "Roof Recover".

(4) "Replacement Siding".

(5) "Retaining walls", less than 4 feet in height.

(6) "Construction trailers" provided that said trailers are removed upon completion of the work associated therewith or upon the expiration of the building permit whichever is the latter.

(7) Nothing herein is intended to conflict with the exemption from obtaining a building permit for "accessory buildings and structures" set forth in various sections of chapter §108 Entitled Zoning of this code.

C. The exemption from the requirement to obtain a building permit for work in any category set forth in Subsection B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code, or the Code of the Town of Riverhead.

~~B.~~ D. Application for a building permit shall be made to the Building Inspector on forms provided by him.

~~C.~~ E. Copies of plans and specifications and a plot plan in accordance with the requirements of the Zoning Ordinance No. 26,EN Town of Riverhead, shall accompany every application for a permit and shall be filed in triplicate.

~~D.~~ F. Plans shall be drawn to scale upon substantial paper or cloth, and the essential parts shall be drawn to a scale of not less than 1/8 inch to one foot. In addition, the following dimensions shall be included: [Amended 7-21-1998]

(1) Area of property, as expressed in square feet.

(2) Percent of building area.

(3) Area of proposed building or addition, as expressed in square feet.

(4) Height (from grade to ridge).

(5) Area of proposed decks, as expressed in square feet.

(6) Private garage, as expressed in square feet.

~~E.~~ G. All plans and specifications shall be of sufficient clarity to indicate the nature and character of the work proposed and show that the code will be complied with throughout. Computations, strains sheets, stress diagrams and other data necessary to show the correctness of the plans shall accompany same when required by the Building Inspector.

~~F.~~ H. Application shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or

applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

~~G.~~ I. Plans and specifications shall bear the signature of the person responsible for the design and drawings and, where required by § 7302, as amended, of Article 147 of the Education Law of the State of New York, the seal of a licensed architect or a licensed professional engineer.

~~H.~~ J. Amendments to the application or to the plans and specifications accompanying the same may be filed at any time prior to the completion of the work, subject to the approval of the Building Inspector.

~~I.~~ K. The development of a lot within a residential or agricultural zoning use district shall conform to the following standards in the consideration of a building permit: [Added 1-17-1995]

(1) Stormwater runoff or natural drainage shall not be diverted so as to overload existing drainage systems, create flooding, cause erosion or cause the need for additional drainage facilities on other private or public real property.

(2) Adequate drainage facilities for stormwater runoff shall be provided.

(3) Proposed slope embankments along adjoining property lines and street frontages shall have a slope not greater than 33 1/3% unless adequate stabilization or a retaining wall is provided. All slopes shall be adequately stabilized with topsoil and seeding or other approved planting.

(4) Front and rear yards shall have a grade of not more than 5% for a distance of 25 feet, as measured in a horizontal plane from the structure. Side yards shall have a grade of not more than 10% for a distance of 10 feet, as measured in a horizontal plane from the structure. All finished grades within 10 feet of the structure shall pitch away from the structure at a grade rate of not less than 2%.

(5) The required driveway apron shall be a minimum of 1 1/2 feet below the elevation of the finished floor of the proposed structure.

(6) Notwithstanding the foregoing provisions of this section, the Building Department may waive or modify compliance with any of the foregoing minimum standards, subject to appropriate conditions which in the judgment of the Town Engineer are not warranted by special circumstances.

(7) No person, firm or corporation shall commence the installation, extension, modification or removal of any electrical system or parts thereof without first filing an electrical application with the Building Department. [Added 5-2-1995 by L.L. No. 3-1995]

~~J.~~ L. The Building Department may approve, disapprove or approve with modification the application for a building permit based upon the standards provided for in this chapter. [Added 1-17-1995]

(1) In the event that the Building Department determines that the information required pursuant to § 52-6 of the Code of the Town of Riverhead is inadequate to ascertain whether or not the applicant can or will comply or has complied with this chapter, it may require the applicant to submit to the Building Department a topographical survey prepared by a registered land surveyor or registered professional engineer showing the following:

(a) The existing topography at two-foot intervals.

(b) The proposed regrading plan at two-foot intervals.

(c) Test borings.

(d) The proposed structure or other on-site improvements in sufficient detail to determine compliance with this chapter.

(e) Elevations of the proposed structures.

~~(2)~~ M. Electrical Permits.

An application for an electrical permit must be submitted and approved by the Electrical Inspector for the installation, ~~extension~~ Alteration, ~~modification~~ Addition, removal or demolition as defined in this chapter of any electrical systems or parts thereof, said application shall be made to the Electrical Inspector on forms provided by him. Such forms shall contain information as may reasonably be required by the Electrical Inspector to establish compliance with the applicable ordinances, ~~and~~ regulations and the Uniform Code. A fee schedule will be determined by resolution of the Town Board of the Town of Riverhead. Nothing herein shall be construed as prohibiting ordinary repairs as defined in this chapter of an electrical system or device by an owner of residential premises as defined in this chapter on his or her own property. [Added 5-2-1995 by L.L. No. 3-1995; amended 3-3-1998]

~~(3)~~ (1) Consistent with the provisions of Chapter 86, the Electrical Inspector shall interpret electrical permit applications for single-family dwelling units and/or their accessory structures which propose the installation of more than one electric meter as being in conflict with the provisions of the Town Code of the Town of Riverhead. Therefore, electrical permit applications proposing the installation of two or more electric meters for single-family dwelling units and/or their accessory structures shall be denied by the Building Department Administrator or his designee, unless the applicant can demonstrate that the location of the principal structure to the accessory structure is such that the electrical service requires two or more meters, and the applicant completes an affidavit attesting to single-family use in conformance with the applicable zoning district. Applicants may seek relief from the denial of such applications based upon this interpretation from the Zoning Board of Appeals. [Added 6-19-2007 by L.L. No. 18-2007; amended 6-17-2008 by L.L. No. 18-2008]

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

Dated: Riverhead, New York
January 18, 2012

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

DIANE M. WILHELM, Town Clerk

01.18.12
120068

ADOPTED

TOWN OF RIVERHEAD

Resolution # 68

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 95 ENTITLED "TAXATION" OF THE RIVERHEAD TOWN CODE
(§95-36 Exemptions granted & §95-38 Unremarried spouses of volunteer ambulance workers killed in line of duty)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 95 entitled "Taxation" of the Riverhead Town Code once in the January 26, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
PUBLIC NOTICE

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 7TH day of February, 2012 at 2:15 o'clock p.m. to consider a local law amending Chapter 95 entitled "Taxation" of the Riverhead Town Code as follows:

CHAPTER 95
TAXATION
ARTICLE VIII. Exemption for Volunteer Fire Fighters and Volunteer Ambulance Workers

§95-36. Exemptions granted.

G. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such a county provided that the governing body of a city, village, town, county or school district, after a public hearing, adopted a local law, ordinance or resolution providing therefor.

§95-38. Unmarried spouses of volunteer firefighters or volunteer ambulance workers killed in line of duty.

~~Any local law or ordinance adopted~~ P~~p~~ursuant to and consistent with §~~§~~ ~~466, 466-a, 466-b, 466-c, 466-d or 466-e~~ 466-f of the New York State Real Property Tax Law ~~may be amended, or a local law, ordinance or resolution may be adopted,~~ the Town Board hereby grants an exemption to an un-remarried spouse of a deceased enrolled member ~~continue any exempted claimed under such statutes by an enrolled member~~ of an incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service, ~~to such deceased enrolled member's unremarried spouse~~ if such member is killed in the line of duty; provided, however, that:

A.

Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated volunteer ambulance service as an unremarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

B.

Such deceased volunteer had been an enrolled member for at least five years; and

C.

Such deceased volunteer had been receiving the exemption prior to his or her death.

§95-38.1. Unremarried spouses of deceased volunteer firefighters or volunteer ambulance workers.

Pursuant to and consistent with § 466-h of the New York State Real Property Tax Law the Town Board does hereby grant a continuation of ~~Any local law or ordinance adopted pursuant to §§ 466, 466-a, 466-b, 466-c, 466-d, 466-e, 466-f or 466-g of the New York State Real Property Tax Law may be separately amended, or a local law, ordinance or resolution may be separately adopted, to continue~~ an exemption or reinstate a preexisting exemption to an unremarried spouse of a deceased enrolled member of the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; provided, however, that:

A.

Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated volunteer ambulance service as an unremarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service.

B.

Such deceased volunteer had been an enrolled member for at least 20 years.

C.

Such deceased volunteer and unremarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

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

Dated: Riverhead, New York
January 18, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

01.18.12
120069

ADOPTED

TOWN OF RIVERHEAD

Resolution # 69

ACCEPTS DONATION OF SERVICES FROM RIVERHEAD LOCAL

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, as a service to its readers, as well as the residents and the taxpayers of the Town of Riverhead, Riverhead Local has offered to post public notices of the Town of Riverhead in an electronic format in Riverheadlocal.com for no charge and without costs to the Town of Riverhead; and

WHEREAS, the Town Board wishes to accept the donation of services by Riverhead Local.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby accepts the donation by Riverhead Local for the posting of public notices electronically in Riverheadlocal.com for no charge and without costs to the Town of Riverhead; and be it further;

RESOLVED, that the Town Clerk be, and hereby is authorized to forward public notices to Riverheadlocal.com; and be it further

RESOLVED, that the Town Clerk be, and hereby is authorized to forward a copy of this resolution to Denise Civiletti c/o Riverhead Local, P.O. Box 919, Riverhead, New York 11901; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

01.18.12
120070

ADOPTED

TOWN OF RIVERHEAD

Resolution # 70

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT FOR TOWN OF RIVERHEAD CALVERTON SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Water & Sewage Treatment Enterprises, Inc. provided services to the Calverton Sewer District related to the daily plant operation, maintenance and necessary testing to meet permit and treatment requirements of state and county departments & regulations in 2010 and 2011; and

WHEREAS, the 2012 Budget for the Town of Riverhead included such services for the Calverton Sewer District for the 2012 calendar year; and

WHEREAS, the Superintendent of the Sewer Department is fully familiar with the services required of the Calverton Sewer District and researched companies and entities located within the geographical area capable and competent to provide oversight of plant operation, maintenance and testing pursuant to and consistent with state and county rules, regulations and procedures; and

WHEREAS, the Superintendent of the Sewer Department located two firms, Water & Sewage Treatment Enterprises, Inc. and Severn Trent Services, capable and competent and having the requisite expertise to provide the required services to the Calverton Sewer District; and

WHEREAS, Severn Trent Services, by letter dated January 6, 2012, declined to provide a proposal for services; and

WHEREAS, Water & Sewage Treatment Enterprises, Inc. submitted a proposal outlining and detailing the services to be preformed and submitted a letter dated January 18, 2012 confirming that Water & Sewage Treatment Enterprises holds the requisite licenses required by the State of New York and limitation as to such other qualified vendors in this region; and

WHEREAS, the Superintendent of the Sewer Department reviewed the proposal and after such review made recommendation to the Town Board to approve the

proposal and enter into a contract for services with Water & Treatment Enterprises, Inc. ; and

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached two year agreement between the Calverton Sewer District and Water & Sewage Treatment Enterprises, Inc.; 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Water and Sewage Treatment Enterprises, Inc.
22 North Dunton Ave. • Medford • New York, 11763
24-Hour Service (631) 696-7988 • Fax (631) 696-8141

January 17, 2012

W.A.S.T.E. Inc. is a full service environmental company, supplying licensed operation to the water and wastewater field. Our operators are duel certified and W.A.S.T.E. carries licenses to operate any plant in New York State.

Our employees are uniformed and operating only company vehicles, no private cars on any site.

W.A.S.T.E. operates over 40 facilities in Suffolk County, including for the Town of Brookhaven. Additional services provided by W.A.S.T.E. using our own equipment and personnel include: sludge hauling, mainline sewer and manhole cleaning and maintenance, and catch basin/storm drain maintenance.

W.A.S.T.E. has extensive expertise with all New York State and local regulations and strictly adheres to them when operating and maintaining water and sewage treatment systems. W.A.S.T.E. Inc. and Severn Trent are the only two companies able to provide the specific services required by Town of Riverhead.

Sincerely,

Richard Crescenzo
President
W.A.S.T.E. INC.

SERVICE AGREEMENT

This **AGREEMENT** made and dated this _____ day of December, _____ between WASTE INC _____ ("Contractor") and Calverton Sewer District ("Owner").

SCOPE OF WORK

The work which Contractor is obligated to perform under this Agreement (the "Work") at the property known as Calverton Sewer District (the "Property") is set forth below and in Appendix A, the "Statement of Work" which is incorporated into this Agreement by this reference.

Operation and monitoring of the existing wastewater treatment plant, per proposal dated _____ annexed hereto. Daily inspections by a licensed operator and monthly/quarterly laboratory testing as per New York State and Suffolk County permit monitoring requirements. Contractor will be responsible for general preventative maintenance and all minor repairs under $200.00. Contractor will notify Owner of any repairs required to the following:

- Communitor and associated systems
- 3 inflow pumps and associated systems
- 2 aeration turbine blowers and associated systems
- 2 clarifiers, drivers and associated systems

Representative(s) shall be for: the Owner: Michael Reichel
the Contractor:

TERM

The term of this Agreement shall commence on January 1, 2012, and shall expire at midnight on December 31, 2013, unless extended or sooner terminated in the manner prescribed in this Agreement.

COMPENSATION

For the performance of the Work, Owner shall pay Contractor the sum $ 4070.00 monthly plus lab fees as follows: monthly $ 846.00 quarterly $ N/A fee will be adjusted if SPDES permit is modified.

Payment(s) are subject to additions and deductions in accordance with this Agreement. Contractor shall be paid only after all services have been completed, inspected and accepted by Owner, within thirty (30) days of receipt by Owner of invoice.

PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to (1) any employee or other person on the work site, (2) all materials to be incorporated into the Work, and (3) the work site and any improvements or other personal property located on the work site. Contractor assumes all risks of damage or injury for whatever cause to property or persons used or employed on or in the property where ever located, resulting from any action or operation under this Agreement or in connection with the Work.

Contractor shall provide Owner with a copy of ALL accident reports, including all OSHA 100 recordable injuries and illnesses, related to performance of the Work.

Contractor hereby acknowledges that it has read the OSHA rules and will abide by them. No smoking is permitted at any time on the work site. The obligations of Contractor under this section extends to Contractor's employees, subcontractors, suppliers or others who may be performing work under this Agreement. Contractor agrees to pay just charges assessed by Owner for removal of surplus materials, containers and/or rubbish left by Contractor (or its subcontractors) including any charges for removal repair. All damage or loss of any property caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor.

INDEMNIFICATION

Contractor shall indemnify and hold Owner, the Town of Riverhead ("Owner"), Owner's lessees and sublessees, and their respective agents and employees harmless from and against any and all claims, damages, liability, losses and expenses, including reasonable attorney fees, associated with:

a) Bodily injury, personal injury, sickness, disease or death to any person (without limitation by any Workers Compensation or Disability Act or other insurance coverage);

b) Damage to, or destruction of, any portion of the property, any adjoining building or structure, or any other real or persona property;

To the extent that any such damage, loss or expense is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, any individual directly or indirectly employed by them, or anyone whose acts they may be liable, regardless of whether caused in part by any indemnified party, and for which Contractor is held legally responsible or directly related to.

INSURANCE

Prior to the commencement of any work, Contractor shall procure and maintain for the duration of this Agreement the following policies of insurance:

a) Workers Compensation Insurance to the extent required by law, with Employer's Liability coverage in an amount not less than $1,000,000 covering all personnel employed by Contractor. If coverage is provided by a State Fund or if Contractor has qualified, as a self-insurer, separate certification must be furnished that coverage is in the State Fund or that Contractor has State approval to be a self insurer. Any policy of insurance must contain a provision or endorsement providing that the insurer's rights of subrogation against Owner and its employees are waived.

b) Comprehensive General Liability Insurance in a form satisfactory to Owner (including contractual liability coverage covering all liability assumed by Contractor in this Agreement) in an amount not less than $2,000,000 insuring Owner against claims for personal injury or death and property damage caused by, resulting from, arising out of, or occurring in connection with the performance of the Work.

c) Automobile liability insurance for any vehicle owned or leased or used by Contractor with limits of $500,000 for injury or death of any one person; $1,000,000 for injury or death of two or more persons in any occurrence and property damage with a limit of $5000,000 for each accident.

The insurance policies described above shall be placed with an insurance company that is authorized to do business and settle claims in the state in which the Work is to be performed. Each policy shall name the Owner as additional insured and shall provide that Owner shall receive twenty (20) days written notice of cancellation.

Each policy of insurance shall contain provisions to the effect that (i) the insolvency or bankruptcy of the insured (or his estate) shall not release the insurer from its obligations to satisfy claims otherwise covered by the policy and (ii) that the insurer will 'pay on behalf of the insured all sums which the insured would be legally obligated to pay as a result of liability arising under this Agreement or caused by, resulting from, arising out of, or occurring in connection with the work performed under this Agreement. Contractor shall require that each subcontractor performing work under this Agreement obtain and provide evidence of the same type and amount of insurance as set out above.

A certificate evidencing each policy of insurance, in sufficient detail to verify compliance with this section, and policy deductible shall be delivered to Owner prior to commencement of Work.

In the event that any required policy of insurance shall expire or be cancelled during the term of this Agreement, Contractor agrees to promptly replace such insurance and to

provide Owner with certificate(s) which evidence such coverage not less than fifteen (15) days prior to the expiration or cancellation of such insurance. If contractor fails to provide such coverage within five (5) days following written notice from Owner, then Owner may procure such insurance coverage and charge the cost of such coverage to the Contractor.

TERMINATION

Owner may terminate this Agreement, or any portion of this Agreement, without cause by giving Contractor two (2) days written notice of termination. For cause, Owner may terminate this Agreement immediately upon written notice. Contractor may terminate this Agreement by giving Owner ninety (90) days written notice of termination. Upon termination of this Agreement, Contractor shall remove any and all of its equipment and tools from the site and thereafter not have access to the site without permission of Owner.

ASSIGNMENT AND SUBCONTRACTING

Any assignment or attempt to assign any portion of its rights or obligations by Contractor, including the right to receive money that may become due to Contractor under this Agreement, shall be void and of no force and effect unless Contractor shall have obtained the written consent to such assignment from the Owner. Owner retains the right to assign this Agreement to Owner or Owner's nominee upon written notice to Contractor of its intention to do so. Contractor shall not subcontract any of the Work to be performed under this Agreement without first obtaining the written approval of Owner. Such approval, if given, shall not release the Contractor from any responsibility or liability under this Agreement.

LIENS

To the full extent possible under applicable law, Contractor nor any of its subcontractors, materialmen, laborers, or other person(s) agrees not to file a mechanic's lien for labor and materials provided under this Agreement.

NONDISCRIMINATION

Contractor agrees that it will not discriminate against any employee or applicant because of race, color, religious preference, sex, sexual orientation, age, national origin, disability, veteran status or any other factor that is not related to legitimate business interests. Their standards apply to employment, promotion, demotion, recruitment or condition of employment. Contractor agrees to include the provisions of this section in any subcontract entered into in connection with this Agreement.

NOTICE

Notice under this Agreement shall be sufficient if sent by US Mail or with a recognized overnight carrier, postage prepaid, to the address of the addressee set out below:

Owner
Calverton Sewer District
c/o Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Contractor

Notice shall be deemed given forty-eight (48) hours after deposited in the US Mail.

MODIFICATION

This Agreement may be modified only by written amendment or other form of modification executed by the parties. It may not be modified by any oral agreement, by implied agreement or custom, or by any waiver of any of its terms unless in writing.

SUCCESSORS

Assignment shall not be assignable.

GOVERNING LAW

This Agreement shall be construed, governed and enforced in accordance with the laws of the jurisdiction in which the Property is located and the Work is being performed.

INFORMATION

Contractor shall not disclose to any person or organization concerning the Owner, or the business of Owner, which Contractor may acquire during the course on the performance of the Work under this Agreement. Limited disclosure of such information may be made to employees and subcontractors of Contractor, but only the extent that such information is required to enable such employees and subcontractors to perform their work. This section shall survive this Agreement and remain in full force and effect until otherwise agreed by Owner. Contractor shall advise its employees of Contractor's obligation with respect to information of Owner and its clients. Each of Contractor's employees and subcontractors, whose services are required at the Property, may be required to sign a confidential disclosure agreement prior to commencement of work.

SECTION HEADINGS

The section headings contained in the Agreement are provided for convenience only and do not affect the interpretation of this Agreement or the rights and obligations of the parties.

ENTIRE AGREEMENT

This Agreement, as well as any and all exhibits and/or attachments specified herein contains all the agreements, forms, understandings and terms and conditions made between the parties, and may not be modified orally or in any manner other than by agreement in writing signed by both parties. It is also understood and agreed that in the event of any and all conflicts between the terms of this Agreement and the terms of any other documents referencing and/or concerning the Work and/or this Agreement, the terms of this Agreement prevail and final interpretation is at the sole discretion of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their representatives having the ability to legally bind Contractor and Owner, have executed this Agreement as of the day and year first written above.

WASTE INC

By: _____

Date 12/28/09

Calverton Sewer District

_____

By: _____
Town Supervisor

Date 12/30/09

APPENDIX A
Contract through December 31, 2011
Calverton Sewer District

1. Contractor will assume responsible control and supply qualified personnel to operate the existing wastewater treatment plant and three OFF SITE pump stations as described below.

2. Contractor personnel will be on duty at the Calverton Sewer District site daily to fulfill permit requirements.

3. A daily operational log is to be maintained on site as directed by Calverton Sewer District and remain sole property of Calverton Sewer District.

4. Operators will maintain lab and operations building in clean condition.

5. On site daily laboratory testing will include all required by permits such as: dissolved oxygen, temperature, flow, pH, settleable solids, mixed liquor settleable solids, nitrate analysis. Results will be entered into daily log.

6. Monthly laboratory testing will be performed as per New York State monitoring requirements. Discharge Monitoring Reports will be completed and submitted to the appropriate agencies.

7. Contractor will inspect, maintain and adjust, as necessary, all mechanical equipment in accordance with manufacturer's guidelines and specifications. Deficiencies will be reported immediately to the Calverton Sewer District.

8. Contractor will be responsible for repairs up to two hundred dollars ($200.00). Additional materials are to be purchased by Calverton Sewer District.

9. Contractor will be present at all meetings between the Calverton Sewer District and the Suffolk County Department of Health Services or the New York State Department of Environmental Conservation for the purpose of explaining the manner in which the sewage treatment plant has been operated.

10. Contractor will operate the treatment plant and pump stations on a seven day a week basis. A telephone number for 24-hour emergency service will be provided by the contractor.

11. Additional services, major repairs or emergency work will be performed with the prior authorization of the Calverton Sewer District and subject to reasonable charges.

12. Contractor will adhere to all Suffolk County rules and regulations for the operation of the sewage plant and maintain all required licenses for the work being performed.

Draft

ERMIT LIMITS, LEVELS AND MONITORING

OUTFALL No.	WASTEWATER TYPE	RECEIVING WATER	EFFECTIVE	EXPIRING
001	Sanitary	McKay Lake	EDPM	02/01/05

PARAMETER	MINIMUM	MAXIMUM	UNITS	SAMPLE FREQUENCY	SAMPLE TYPE	FOOTNOTES (FN)
pH	6.0	9.0	SU	weekly	Grab	

PARAMETER	ENFORCEABLE LIMIT		MONITORING ACTION LEVEL		UNITS	SAMPLE FREQUENCY	SAMPLE TYPE	FN
	Monthly Avg.	Daily Max.	TYPE I	TYPE II				
ow	NA	Monitor			gpd	Continuous	Recorded	
dmium, Total	NA	.2			mg/l	Quarterly	24 hr Comp.	
romium, Total	NA	1.0			mg/l	Quarterly	24 hr Comp.	
romium, Hexavalent	NA	.1			mg/l	Quarterly	24 hr Comp.	
nide, Total	NA	.8			mg/l	Quarterly	24 hr Comp.	
oride	NA	20			mg/l	Quarterly	24 hr Comp.	
, Total	NA	2			mg/l	Quarterly	24 hr Comp.	
d, Total	NA	.2			mg/l	Quarterly	24 hr Comp.	
er, Total	NA	.1			mg/l	Quarterly	24 hr Comp.	
, Total	NA	1.0			mg/l	Quarterly	24 hr Comp.	
ols, Total	NA	1.0			mg/l	Quarterly	24 hr Comp.	
s	30	45			mg/l	Weekly	24 hr Comp.	1
s, Total Suspended	30	45			mg/l	Weekly	24 hr Comp.	1
Grease	NA	15			mg/l	Weekly	Grab	
s, Settleable	NA	1			ml/l	Weekly	Grab	
Coliform	200	400			MPN/100 ml	Weekly	Grab	
oform	NA	5			ug/l	Quarterly	Grab	
lene Chloride	NA	5			ug/l	Quarterly	Grab	
ne	NA	5			ug/l	Quarterly	Grab	
- Trichloroethane	NA	5			ug/l	Quarterly	Grab	
roethylene	NA	5			ug/l	Quarterly	Grab	
rotrifluoromethane	NA	5			ug/l	Quarterly	Grab	

OTE 1: Effluent values for BOD_5 and Total suspended Solids shall not exceed 15 % of the influent values.

ALLS No.	WASTEWATER TYPE	RECEIVING WATER	EFFECTIVE	EXPIRING
,002/3/4	Stormwater Runoff only, Monitoring not Required			

01.18.12
120071

ADOPTED

TOWN OF RIVERHEAD

Resolution #71

AUTHORIZES THE SUPERVISOR TO EXECUTE A RENEWAL AGREEMENT WITH THE RIVERHEAD CENTRAL SCHOOL DISTRICT REGARDING UNLEADED FUEL SERVICES

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Central School District is in need of an economical source of unleaded fuel to facilitate auxiliary vehicle operations while it renovates its own fuel service facilities; and

WHEREAS, it is in the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking for the benefit of the Riverhead Town taxpayer; and

WHEREAS, it is legally permissible to make these resources available for mutual use when it is in the public interest; and

WHEREAS, the Riverhead Central School District and the Town of Riverhead wish to enter a renewal Agreement for the use of unleaded fuel services by Riverhead Central School District auxiliary vehicles specifically delineated in the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with the Riverhead Central School District regarding the use of the Town of Riverhead's unleaded fuel facility by Riverhead Central School District auxiliary vehicles specifically delineated in the Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Ann Cotton-DeGrasse, President, Board of Education of the Riverhead Central School District, 700 Harrison Avenue, Riverhead, New York 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

MUNICIPAL COOPERATION AGREEMENT

MUNICIPAL COOPERATION AGREEMENT effective as of the 6th day of January, 2012, by and between the BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located at 700 Osborn Avenue, Riverhead, New York and the TOWN OF RIVERHEAD, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

WHEREAS, the Riverhead Central School District (hereinafter referred to as "District") and the Town of Riverhead (hereinafter referred to as "Town") have conducted discussions concerning the additional use of the Town of Riverhead's unleaded fuel pump by Riverhead Central School District vehicles;

WHEREAS, the District additionally wishes to use the Town of Riverhead's unleaded fuel pump to provide unleaded fuel to operate various gas-powered equipment owned or leased by the District;

WHEREAS, it is in the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking;

WHEREAS, it is possible to make these resources available for mutual use when it is in the public interest;

WHEREAS, the Riverhead Central School District wishes to enter into this Agreement with the Town of Riverhead for the use of the unleaded fuel pump at the Town Garage to provide unleaded fuel for Riverhead Central School District vehicles specifically delineated in Schedule "A" attached hereto and to provide unleaded fuel to operate various gas-powered equipment owned or leased by the District;

WHEREAS, the parties recognize what their respective rights and obligations will be under the contract;

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

1. The term of this Agreement shall be for the period January 6, 2012, until June 30, 2012. However, District and Town each may unilaterally terminate this Agreement at any time and for any reason upon 30 days written notice. Town may also terminate this Agreement immediately without notice in the event a safety and/or security issue arises.

2. The Town and the District each represent that it is authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.

3. The Town and the District, believing it to be in the best interest of their taxpayers, do hereby authorize inter-municipal cooperation and assistance with and between each other for the use of the unleaded fuel pump at the Town Garage (the "fuel pump").

4. The Town gives permission to the District for the District to undertake usage of the unleaded fuel pump located at the Town of Riverhead Municipal Garage located on Rte 58, Town of Riverhead, in an amount not to exceed 1,200 gallons of unleaded fuel per week regarding the vehicles delineated in Schedule "A", as attached, as well as unleaded fuel to operate various gas-powered equipment. District and Town agree that the inventory of designated vehicles may be amended from time to time subject to approval by the Town. The District shall comply with all restrictions and undertake any reasonable obligations in accordance with the use of the fuel pumps. Hours of permitted usage and cost per gallon of gasoline shall be listed in Schedule "A" attached to this Agreement.

5. The District agrees to perform all reasonable duties and tasks as may be required for the use of the fuel pump including, but not limited to, those tasks listed in Schedule "A" attached to this Agreement at its sole cost and expense.

6. The Town and District agree to cooperate with one another in furtherance of the use of the Fuel Pumps. The District further represents and affirms that the designated vehicles and various gas-powered equipment shall only be used for official school district purposes, a violation of which shall constitute a material breach of this Agreement which may result in the immediate termination of the Agreement.

7. Regardless of whether required by law or ordinance, the Town and the District, their agents, officers and employees agree to conduct their activities in connection with the use of the fuel pump so as not to endanger or harm any person or property. The Town and the District, as their respective roles may require, agree to ensure that all approvals, licenses and certificates which are necessary or appropriate are obtained. District further agrees to provide a registration certificate, valid inspection, vehicle identification number, and proof of satisfactory vehicle liability insurance for each of the designated vehicles prior to or at the time of execution of this Agreement. District shall also provide same above-referenced documentation for each vehicle it wishes to add to Schedule "A" prior to Town fuel usage.

8. The District agrees to purchase and maintain a liability insurance policy listing the Town as an additional insured in the amount of Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the aggregate; District shall provide a copy of the original declaration page of the subject insurance policy as well as a copy of the insurance certificate which states the Town is an additional insured at or before execution of this Agreement for a term that coincides with the term of this Agreement, as well as for any additional terms which may be negotiated between Town and District in the future. This insurance policy shall also provide protection to District and the Town from claims under workers' or workmen's compensation, claims for damages because of bodily injury, occupational sickness or disease, or death or injury to or destruction of tangible property, including the loss of use resulting therefrom and caused in whole or in part by any negligent act

or omission of the District, anyone directly or indirectly employed by the District or anyone for whose acts the District shall be liable.

9. Indemnification: To the fullest extent permitted by law, the District shall indemnify and hold harmless the Town from and against all claims, damages and losses including but not limited to bodily injury, sickness, disease or death or injury to or destruction of tangible property including loss therefrom and expenses, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the District which shall survive the term or terms of this Agreement. The Town and the District shall maintain and retain all records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with the authority and/or jurisdiction over the terms of the Agreement as set forth herein.

10. The parties shall retain the right to review the terms of this Agreement on an annual basis and renew its term at one-year intervals or less upon mutual written agreement of the parties.

11. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement shall be made by mutual assent of the parties in writing and signed by both parties.

12. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. The terms of this Agreement shall not be assigned without the mutual written authorization from the parties.

14. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town of Riverhead and the Riverhead Central School District and any officer, employee, servant, agent or independent contractor of the Riverhead Central School District.

15. This Agreement constitutes the full and complete agreement between the Town of Riverhead and the Riverhead Central School District and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

16. The undersigned representative of the Town of Riverhead hereby represents and warrants that the undersigned is an officer, director or agent of the Town of Riverhead with full legal rights, power and authority to enter into this Agreement on behalf of the Town of Riverhead and bind the Town of Riverhead with respect to the obligations enforceable against the Town of Riverhead in accordance with the terms contained herein.

17. The undersigned representative of the Riverhead Central School District hereby represents and warrants that the undersigned is an officer, director or agent of the Riverhead

Central School District with full legal rights, power and authority to enter into this Agreement on behalf of the Riverhead Central School District and bind the Riverhead Central School District with respect to the obligations enforceable against the Riverhead Central School District in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

RIVERHEAD CENTRAL SCHOOL DISTRICT

By: _____

Print Name: Ann Cotten-DeGrasse, President, Board of Education

Date: _____

TOWN OF RIVERHEAD

By: _____

Sean M. Walter, Town Supervisor

Date: _____

SCHEDULE "A"

Hours of operation: Twenty-Four hours per day, Seven days per week

CHARGES:

A. **Cost of gasoline:** As per New York State contract Group 05600-Gasoline and E-85, Award Number: 22258: Contract Period: September 23, 2011 through September 19, 2013. District acknowledges receipt of same which is hereby incorporated by reference herein as if recited in its entirety.

B. **Fuel Supplier: Sprague Energy Corp.**

C. **Frequency of Charges:** Monthly (District to pay invoice within 30 days of receipt). District agrees and affirms that the District's failure to provide payment within 30 days of the invoice may subject the District to immediate termination of the Agreement.

D. **Equipment Leasing Charges:** The following leasing charges are a one-time leasing charge per vehicle to be paid on or before Agreement execution and whose leasing term shall coincide and run with the term of the Agreement. District agrees, represents and affirms that upon the termination of the Agreement, District shall present all of the designated vehicles to the municipal garage or any other Town department if so directed, for the removal of the following devices, within seven (7) business days of the termination of the Agreement. District also agrees that for any designated vehicle rendered no longer operable nor requiring fuel service, said vehicle shall be returned to the Town for removal of the following devices within seven (7) business days of the event, even if the Agreement has not terminated. District further agrees, affirms and represents that District personnel, officials, officers, employees, representatives, and agents shall not remove, alter, replace or manipulate the following devices from the designated vehicles without the express written consent of the Town, which shall survive the termination of the Agreement. District also agrees, affirms and represents that District shall make the designated vehicles available for inspection, service and/or maintenance upon request of the Town within a reasonable time but no later than one full business day. In addition, the installation of the following devices shall constitute a lien upon each of the designated vehicles until such time that the devices are physically removed from the subject vehicles by Town personnel.

1. **Fuel Point Module: $106.00 per vehicle**
2. **T-Ring: $19.00 per vehicle**
3. **OBDII Mileage Adapter $127.00 per vehicle**
4. **Operator Key: $10.00 (onetime leasing fee, District to return key upon contract termination).**

5. **Gas Can Key: $10.00 (one-time leasing fee, District to return key at contract end)**

E. **Town Administrative Charges: .32 (thirty-two cents) per gallon.** District agrees to pay an administrative charge to the Town equal to .32 cents per gallon of fuel that is dispensed from the Town's fuel pump. District further agrees to pay the administrative charge as included in the fuel invoice. Town represents that the administrative charge shall not increase during the term of the Agreement.

F. **Town Installation Charges: The Town's Municipal Garage Department represents that it shall require the following time periods to install the above-referenced devices.**

For vehicles with mileage tracking capability, the installation cost for additional vehicles shall be $130.00 per man hour x 2.5 hours. For vehicles without mileage tracking capability, the installation cost for additional vehicles shall be $130.00 per man hour x 2 hours.

Town and District mutually agree to add or delete vehicles during the term of the Agreement upon mutual consent subject to the above delineated charges and conditions. Town and District agree that subsequently designated vehicles shall incur charges delineated above which shall remain unchanged during the term of this Agreement.

G. **District agrees to pay any additional and reasonable unforeseeable costs related to fuel service subject to verification and proper documentation.**

01.18.12
120072

ADOPTED

TOWN OF RIVERHEAD

Resolution # 72

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR HEATING FUEL FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for HEATING FUEL FOR THE TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the JANUARY 26TH, 2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of HEATING FUEL for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on FEBRUARY 13, 2012 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on JANUARY 26, 2012 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked HEATING FUEL 2012. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

01.18.12
120073

ADOPTED

TOWN OF RIVERHEAD

Resolution # 73

ESTABLISH BUDGET FOR COMMUNITY GARDEN PLAYGROUND IMPROVEMENT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Community Development Administrator requests a transfer of funds for improvements at the Community Garden Playground,

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish a budget for the Community Garden Playground Improvements; and to make the necessary transfers from the 2011 Community Development Block Grant - Home Improvement Program and the 2009 Grangebel Park Comfort Station Capital Project.

		FROM	TO
181.086680.540000.06911	Home Improvement Program	40,000	
406.086800.523035.44004	Improvements-Mod Comfort	12,500	
406.071100.523013.44024	Community Garden Playground		52,500

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

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 ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\011812\73 - 2012 - Community Garden Playground Improvement.doc

01.18.12
120074

ADOPTED

TOWN OF RIVERHEAD

Resolution # 74

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #12-01 January 12, 2012 (TBM 1/18/12)					
FUND NAME				1/12/2012	GRAND TOTALS
GENERAL FUND	1			1,630,045.84	1,630,045.84
POLICE ATHLETIC LEAGUE	4			598.00	598.00
RECREATION PROGRAM FUND	6			2,331.61	2,331.61
CHILD CARE CENTER BUILDING FUN	9			8,299.41	8,299.41
ECONOMIC DEVELOPMENT ZONE FUND	30			7,666.21	7,666.21
MULTI YEAR OPERATING GRANT FUN	99			386.88	386.88
HIGHWAY FUND	111			147,995.33	147,995.33
WATER DISTRICT	112			157,046.96	157,046.96
RIVERHEAD SEWER DISTRICT	114			91,221.85	91,221.85
REFUSE & GARBAGE COLLECTION DI	115			10,138.53	10,138.53
STREET LIGHTING DISTRICT	116			13,941.23	13,941.23
PUBLIC PARKING DISTRICT	117			1,066.48	1,066.48
BUSINESS IMPROVEMENT DISTRICT	118			7,159.15	7,159.15
AMBULANCE DISTRICT	120			17,664.68	17,664.68
EAST CREEK DOCKING FACILITY FU	122			7,341.60	7,341.60
CALVERTON SEWER DISTRICT	124			77,086.62	77,086.62
RIVERHEAD SCAVANGER WASTE DIST	128			27,810.91	27,810.91
RISK RETENTION FUND	175			26,429.87	26,429.87
CDBG CONSORTIUM ACOUNT	181			800.29	800.29
GENERAL FUND DEBT SERVICE	384			26,265.62	26,265.62
TOWN HALL CAPITAL PROJECTS	406			106,452.76	106,452.76
WATER DISTRICT CAPITAL PROJECT	412			47,987.30	47,987.30
RIVERHEAD SEWER CAPITAL PROJEC	414			39,379.70	39,379.70
TRUST & AGENCY	735			29,612,506.59	29,612,506.59
TOTAL ALL FUNDS				32,067,623.42	32,067,623.42

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ABSENT
Wooten ☒Yes ☐No Dunleavy ABSENT
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted