**AUGUST 7, 2012**

**CDA RESOLUTION LIST**

**CDA**
**Res. #12** **A Resolution Designating the YMCA of Long Island, Inc. as a Qualified and Eligible Sponsor for the Lease, Purchase and Development of Approximately 7.3 Acres Located Within the Premises Known as the Enterprise Park at Calverton (EPCAL) Consistent with the Goals and Objectives of the Calverton Enterprise Park Urban Renewal Plan (1998)**

**CDA**
**Res. #13** **Authorizes the Chairman to Execute an Easement with LIPA for Underground Electric Services to the Enterprise Park at Calverton (EPCAL)**

**TOWN BOARD RESOLUTION LIST**

**Res. #583** **Calverton Sewer District Budget Adjustment**

**Res. #584** **Fort Pat Motel – Miamogue Park Capital Improvement Project Budget Adjustment**

**Res. #585** **General Town Landfill Water Testing Budget Adjustment**

**Res. #586** **General Town Budget Adjustment**

**Res. #587** **General Fund to Highway Budget Adjustment**

**Res. #588** **Authorizes Attendance of Assessor at Seminar**

**Res. #589** **Requesting the Conveyance of Parcels from Suffolk County to the Town of Riverhead Affordable Housing Program**

**Res. #590** **Authorizes Notice to Bidders for Sanitary Pump Station Upgrades Hangar Pump Station – Calverton Sewer District Contract No. CASD 05-04 HPS**

**Res. #591** **Awards Bid for GE Evolve LED Series Avery Post Top Street Lights**

**Res. #592** **Authorizes the Town Clerk to Advertise for Bids on a 2012 Wheel Loader**

**Res. #593** **Accepts the Resignation of a Part-Time Police Officer (Ryan Helf)**

**Res. #594** **Accepts the Resignation of a Part-Time Police Officer (Travis Young)**

**Res. #595** **Accepts the Resignation of a Homemaker (Barbara Kummer)**

**Res #596** **Appoints an Animal Control Officer I to the Animal Control Division of the Riverhead Town Police Department (Jessica Eibs-Stankaitis)**

**Res. #597** **Appoints a Part-Time Homemaker to the Seniors Program (Holly Shepherd)**

**Res. #598** **Awards Bid for Bio-Diesel Fuel 2012**

**Res. #599** **Awards Bid for Diesel Fuel 2012**

**Res. #600** **Authorization to Publish Advertisement for Janitorial Supplies for the Town of Riverhead**

**Res. #601** **Appoints a Call-In Seasonal Beach Attendant to the Recreation Department (Megan Weiss)**

**Res. #602** **Ratifies the Appointment of a Fill-In Recreation Aide – Chaperone to the Recreation Department (Jessica Rachubka)**

**Res. #603** **Appoints a Call-In Seasonal Beach Attendant to the Recreation Department (Sarah Freeborn)**

**Res. #604** **Appoints a Scorekeeper Level II to the Recreation Department for the Softball Program (Jason Sendlewski)**

**Res. #605** **Awards Bid for Removal and Disposal of Liquid Sludge**

**Res. #606** **Authorizes Notice to Bidders for Sanitary Sewer Rehabilitation Riverhead Sewer District Contract No. RDSD 12-01S**

**Res. #607** **Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-7. Turns – 7-11 driveway onto Roanoke Ave.)**

**Res. #608** **Adopts a Local Law Amending Chapter 58 Entitled "DOGS" of the Riverhead Town Code**

**Res. #609** **Adopts a Local Law to Amend Chapter 52 Entitled, "Building Construction" of the Riverhead Town Code (Deletion of §52=21. Energy Star Requirements)**

**Res. #610** **Adopts a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code (§108-60. Off-street parking)**

**Res. #611** **Authorizes the Reduction of Site Plan Security of 1074 Pulaski Street LLC**

**Res. #612** **Authorizes Settlement of Legal Action by Anthony Wayne Smith**

**Res. #613** **Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel and Authorizes the Supervisor to Execute a Retainer Agreement**

**Res. #614** **Appoints Sinnreich, Kosakoff & Messina LLP as Special Counsel in the Matter of Great Rock Golf, LLC, Et. Al. v. Town of Riverhead and Town of Riverhead Planning Board**

**Res. #615** **Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)**

**Res. #616** **Authorizes Smith, Finkelstein, Lundberg, Isler and Yakaboski LLP to Commence Legal Actions Against Zurich Insurance Company and United National Insurance Company**

**Res. #617** **Ratifies the Position of a Part-Time Seasonal Grant Analyst to the Recreation Department (Danielle Doll)**

**Res. #618** **Authorizes the Supervisor to Execute a License Agreement with Suffolk County Real Property Tax Service Agency**

**Res. #619** **Authorization to Publish Advertisement for a Request for Proposals for Medical Transportation Billing and Reimbursement Services on Behalf of the Town of Riverhead Ambulance District**

**Res. #620** **Authorizes the Supervisor to Execute an Agreement with Family Service League for Employee Assistance Program**

**Res. #621** **Authorizes the Supervisor to Execute an Agreement with Danny's Cesspool Service, Inc. for Removal of All Rubbish, Weeds, Grass and/or Rank Vegetation in Excess of Ten (10) Inches Upon Real Property Known as 432 East Avenue, Riverhead, New York Pursuant to Riverhead Town Code Chapter 96**

**Res. #622** **Approves the Chapter 90 Application of Martha Clara Vineyards, LLC (Octoberfest – Beer & Wine Festival – September 8th and 9th, 2012)**

**Res. #623** **Approves the Chapter 90 Application of Martha Clara Vineyards, LLC (Overflow Tent – July 20, 2012 through September 14, 2012)**

**Res. #624** **Approves Chapter 90 Application of PC Richard & Son (Tent Sale – August 8th through August 21st, 2012)**

**Res. #625** **Declares Lead Agency, Classifies and Determines Significance of Action: Phase I Horton Avenue Hazard Mitigation Grant and Plan**

**Res. #626** **Classifies Action and Declares Lead Agency on Special Permit of Rosa's Café and Calls Public Hearing**

**Res. #627** **Approves Chapter 90 Application of Polish Town Civic Association (Polish Town Street Fair and Festival – August 17th, 18th and 19th, 2012)**

**Res. #628** **Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 64 Entitled "Fire Prevention" of the Riverhead Town Code**

**Res. #629** **Authorizes the Supervisor to Execute a Rider to Municipal Cooperation Agreement Renewal No. 3 with the Riverhead Central School District Regarding Unleaded Fuel Services**

**Res. #630** **Authorization for Building Department to Waive Application Fees for East End Arts Council Signs**

**Res. #631** **Classifies Action on Special Permit of Ottoman Enterprises, Inc. II and Calls Public Hearing**

**Res. #632** **Authorizes Publication of Public Hearing Notice for Use of Municipal Facility**

**Res. #633** **Authorizes Community Development Department to Prepare Grant Applications for New York State Department of Environmental Conservation Clean Vessel Assistance Funding and Authorizes Supervisor to Sign Contract**

**Res. #634** **Authorizes the Town of Brookhaven to Erect a Maximum of Four Public Information Signs at the Wading River Duck Ponds Regarding Waterfowl Feeding Prohibition**

**Res. #635** **Pays Bills**

**Res. #636** **Grants Excavation/Importation Permit as Provided by Chapter 62 to Thomas F. Gallo**

08.07.12 **ADOPTED**
12012

**TOWN OF RIVERHEAD**
**COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 12**

**A RESOLUTION DESIGNATING THE YMCA OF LONG ISLAND, INC. AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE LEASE, PURCHASE AND DEVELOPMENT OF APPROXIMATELY 7.3 ACRES LOCATED WITHIN THE PREMISES KNOWN AS THE ENTERPRISE PARK AT CALVERTON (EPCAL) CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN (1998)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Town of Riverhead Community Development Agency owns, among other properties at Enterprise Park at Calverton, some 2900 acres of property located south of Route 25, Calverton, New York; and

**WHEREAS**, YMCA of Long Island, Inc. (hereinafter "YMCA") has submitted to the Community Development Agency (the "Agency") a proposal for the redevelopment of the approximately 7.3 acres of property for construction and operation of a neighborhood community center (the "Property"); and

**WHEREAS**, Section 507(2)(d) of the General Municipal Law requires that a person, firm or corporation which proposes to develop municipally owned property within an Urban Renewal Area be designated as a Qualified and Eligible Sponsor pursuant to the rules and procedures of the Agency prior to the transfer of property to said person, firm or corporation pursuant to Section 507(2)(d) of the General Municipal Law; and

**WHEREAS**, after due public notice, the Agency conducted a hearing pursuant to Section 507(2)(d) of the General Municipal Law on July 17, 2012 to hear testimony and review documents and related submittals on the question of designating YMCA of Long Island, Inc. as a Qualified and Eligible Sponsor for the redevelopment of the Property; and

**WHEREAS**, said hearing having been duly closed; and

**WHEREAS,** the lease and or sale of the Property and the designation of the YMCA of Long Island, Inc. as a Qualified and Eligible Sponsor for this redevelopment project is in conformance with the conditions and thresholds established in the Final

Generic Impact Statement (FGIS) of October 6, 1998, as supplemented by the Final Supplemental Environmental Impact Statement (FSEIS) of September of 2005 and therefore pursuant to SEQRA regulations [6N.Y.C.R.R. 617.10(d)(1)] no further SEQRA review is required for this action. Site specific SEQRA review will be conducted as required in connection with the sponsor's applications for approvals for the redevelopment of the project.

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

1. Based upon the public hearing on July 17, 2012, held by the Agency at 200 Howell Avenue, Riverhead, New York, at 7:05 p.m. prevailing time, and upon all the documentation and information received by the Agency, the Town Board, as the governing body of the Agency, hereby designates the YMCA of Long Island, Inc. as a Qualified and Eligible Sponsor pursuant to the rules and procedures of the Agency and Section 507(2)(d) of the General Municipal Law for the redevelopment of the Property.

2. The Town Clerk is hereby directed to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Jeffrey Herz, Esq., Cullen and Dykman, LLP, 100 Quentin Roosevelt Blvd, Garden City, New York 11530.

**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.

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
12013

**TOWN OF RIVERHEAD**
**COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 13**

**AUTHORIZES THE CHAIRMAN TO EXECUTE AN EASEMENT WITH LIPA FOR UNDERGROUND ELECTRIC SERVICES TO THE ENTERPRISE PARK AT CALVERTON (EPCAL)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Enterprise Park at Calverton (EPCAL) currently has electrical service from Grumman Boulevard; and

**WHEREAS**, to enhance the supply of electric service to EPCAL as well provide enhanced capacity in the event of expanded development of the property, LIPA proposes addition of underground electric service from Middle Country Road (S.R. 25) to the Enterprise Park at Calverton (EPCAL); and

**WHEREAS,** LIPA requires an underground easement and right-of-way on, over, through, over, under, across and along certain portions of EPCAL to install the underground electric service to the EPCAL site, also known as part of SCTM # 0600-135-1-7.33; and

**WHEREAS**, the Town of Riverhead Community Development Agency Board finds that the installation of the electric to the EPCAL site will enhance the reuse and redevelopment of the property.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Community Development Agency, be and hereby authorizes the grant of an underground easement and right-of-way to LIPA from Middle Country Road (S.R. 25) on, over, through, over, under, across and along certain portions of EPCAL, also known as part of SCTM # 0600-135-1-7.33; and be it further

**RESOLVED**, that the Chairman of the Town of Riverhead Community Development Agency is hereby authorized to execute the attached easement in substantially the same form or such other form that is found acceptable to the Town Attorney; and be it further

**RESOLVED,** that the Town Clerk is hereby directed to forward a copy of this resolution to LIPA, 117 Doctors Path, Riverhead, New York 11901; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**UNDERGROUND**
**ELECTRIC EASEMENT**

THIS INDENTURE, made the _____ day of _____, 20____, by and between

**Town of Riverhead Community Development Agency**
**200 Howell Avenue**
**Riverhead, New York 11901**

(hereinafter referred to as "Grantor"), and LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA"), a New York corporation, having its principal office at 333 Earl Ovington Blvd., Suite 403, Uniondale, New York 11553 (hereinafter referred to as "Grantee"). (Grantor and Grantee are collectively referred to herein as the "Parties".)

WITNESSETH, that Grantor, in consideration of good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, its successors and assigns, forever, an easement and right-of-way on, over, under, across, through and along certain portions of the land of Grantor lying and being in **Riverhead**, Town of **Riverhead**, County of **Suffolk**, State of New York, located in **DISTRICT 0600, SECTION 135.000, BLOCK 01.00, and LOT 007.033** and shown on map of said land entitled "Boundary Survey", (the "Property"). A copy of said map and/or legal written description, on which are now shown the location and width of the said easement and right-of-way herein granted (the "Easement Area"), is attached hereto and made a part hereof as "Exhibit A".

Said easement and right-of-way herein granted include the following rights and privileges:

FIRST: The permanent and perpetual easement, right, privilege and authority to construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground or grade level electric systems including but not limited to transformers, switchgear, manholes, conduit and cable together with the necessary appurtenances and accessories as said Grantee may now and from time to time deem necessary all within the Easement Area.

SECOND: The right to attach to the electric lines installed or to be installed thereon other wires and appurtenant facilities for the purpose of providing electric service to Grantee's other consumers.

THIRD: The right to permit the installation in the Easement Area of wires and facilities of public utility companies or others and to convey to such other companies an interest in the easement and right-of-way herein granted.

FOURTH: The privilege of such access from the street over the balance of Grantor's property as is necessary for the enjoyment of the easement and right-of-way herein granted.

FIFTH: Grantor agrees not to erect or maintain within the Easement Area any building, structure or physical obstruction of any kind, including trees and shrubbery, or permit the same to be so erected or maintained, except such as Grantee may specifically consent to in writing, which consent shall not be unreasonably withheld or delayed.

SIXTH: The cables, conduits, manholes, transformers, switchgear, vaults and other appurtenances, as from time to time installed, constructed and maintained by Grantee in the Easement Area shall at all times be and remain the property of Grantee, and be maintained and serviced exclusively by Grantee, its successors and/or assigns.

SEVENTH: Grantor covenants that it is seized of the Property and, for itself, its successors and assigns, forever warrants its title thereto and will defend the easement and right-of-way herein granted, forever, against all lawful claims and demands.

The easement and right-of-way herein granted are exclusive and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

**T101294329**

_____
**Sean Walter, Chairman**

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

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Signature

Notary Stamp & Expiration Date:

# Peconic Bay Region
# Community Preservation Fund

| | |
|---|---|
| East Hampton | 03 |
| Riverhead | 06 |
| Shelter Island | 07 |
| Southampton | 09 |
| Southold | 10 |

Please print or type.

## Schedule A Information Relating to Conveyance

| Grantor | Name (individual; last, first, middle initial) | Social Security Number |
|---|---|---|
| ☐ Individual | Town of Riverhead Community Dev.Agency | |
| ☐ Corporation | Mailing address: 200 Howell Avenue | Social Security Number |
| ☐ Partnership | City: Riverhead, NY State: 11901 ZIP code: | Federal employer ident. number |
| ☒ Other | | |
| **Grantee** | Name (individual; last, first, middle initial) | Social Security Number |
| ☐ Individual | Long Island Lighting Company, dba LIPA | |
| ☒ Corporation | Mailing address: 117 Doctors Path | Social Security Number |
| ☐ Partnership | City: Riverhead, New York State: 11901 ZIP code: | Federal employer ident. number |
| ☐ Other | | 11 10119782 |

Location and description of property conveyed

| Tax map designation | | | | Address | Village | Town |
|---|---|---|---|---|---|---|
| Dist | Section | Block | Lot | | | |
| 0600 | 135.000 | 01.00 | 007.033 | Middle Country Road | Calverton | Riverhead |

Type of property conveyed (check *applicable* box)

☐ Improved
☐ Vacant land

Date of conveyance: month / day / year

Date of contract: month / day / year

Dual Towns:

Condition of conveyance *(check all that apply)*

a. - Conveyance of fee interest
b. - Acquisition of a controlling interest (state percentage acquired _____ %)
c. - Transfer of a controlling interest (state percentage transferred _____ %)
d. - Conveyance to cooperative housing corporation
e. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest
f.- Conveyance which consists of a mere change of identity or form of ownership or organization
g.- Conveyance for which credit (or tax previously paid will be claimed
h.- Conveyance of cooperative apartment(s)
i. - Syndication
j - Conveyance of air rights or development rights
k. - Contract assignment
l. - Option assignment or surrender
m. - Leasehold assignment or surrender
n.- Leasehold grant
o.- Conveyance of an easement
p.- Conveyance for which exemption is claimed (complete Schedule B. Part 11)
q.- Conveyance of property partly within and partly without the state
r.- Other *(describe)* _____

## Schedule B - Community Preservation Fund

**Part 1 - Computation of Tax Due**

1. Enter amount of consideration for the conveyance (from line 1 TP584 Schedule B) ..... 1
2. Allowance(see below) ..... 2
3. Taxable consideration (subtract line 2 from line 1) ..... 3
4. 2% Community Preservation Fund (of line 3) make certified check payable to **SUFFOLK COUNTY CLERK** ..... 4
5. *Property not subject to CPF Tax (See ScheduleC)* ..... ☐

| For recording officer's use | Amount received | Date received | Transaction number |
|---|---|---|---|
| | | | |

Allowance:

| | | |
|---|---|---|
| East Hampton | $250,000.00 Improved | $100,000.00 Vacant Land (Unimproved) |
| Shelter Island | $250,000.00 Improved | $100,000.00 Vacant Land (Unimproved) |
| Southampton | $250,000.00 Improved | $100,000.00 Vacant Land (Unimproved) |
| Riverhead | $150,000.00 Improved | $ 75,000.00 Vacant Land (Unimproved) |
| Southold | $150,000.00 Improved | $ 75,000.00 Vacant Land (Unimproved) |

12-0213_ 2/99

## Schedule C (continued)

**Part 11-** Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply )

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ____

b. Conveyance is to secure a debt or other obligation ____

c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance ____

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ____

e. Conveyance is given in connection with a tax sale ____

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) ____

g. Conveyance consists of deed of partition ____

h. Conveyance is given pursuant to the federal bankruptcy act ____

i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property ____

j. Conveyance or real property which is subject to restrictions which prohibit the use of the entire property for any purposes except agriculture, recreation or conservation, pursuant to Section 1449-ee (2) (j) or (k) of Article 31-D of the Tax Law. (See required Town approval, below). ____

k. Conveyance of real property for open space, parks, or historic preservation purposes to any not-for-profit tax exempt corporation operated for conservation, environmental, or historic preservation purposes. ____

l. Other list explanations in space below (Grandfather/Contract) ____

m. The conveyance is approved for an exemption from the Community Preservation Transfer Tax, under Section 1449-ee of Article 31-D of the Tax law. (See j in Schedule C)

____
Town Attorney or other designated official

## Penalties and Interest

### Penalties

Any grantor or grantee failing to file a return or to pay any tax within the time required shall be subject to a penalty of 10% of the amount of tax due plus an interest penalty of 2% of such amount for each month of delay or fraction thereof after the expiration of the first month after such return was required to be filed or the tax became due. However, the interest penalty shall not exceed 25% in the aggregate.

### Interest

Daily compounded interest will be charged on the amount of the tax due not paid within the time required.

*****By signing the following, the buyer and seller further represent and attest to the fact that for property lying within Southold Town, a validly executed contract was in effect prior to March 1, 1999 and that for all other towns subject at the CPF tax, a validly executed contract was in effect prior to April 1, 1999.

____ Seller

____ Buyer

## Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

Grantor

Sean Walter, Grantor

Grantee

Grantor

LIPA

Grantee

Grid - 08226
Job# FE1201
Map – Easement

**Description of a 20 Foot Wide Electric Easement**
**Suffolk County Tax Map (2012)**
**District 0600; Section 135; Block 01**
**P/O Lot 7.33**
**Now or Formerly**
**Town Of Riverhead**
**( Community Development Agency )**
**Situated in**
**Calverton, Town of Riverhead**
**Suffolk County, New York, 11933**

**Beginning at the southeasterly corner of the herein described easement, said true point or place of beginning being more fully described and located as follows:**

**Beginning at a point on the westerly side of Burman Boulevard ( 60' Wide ) and the northeasterly corner of Lot 3, thence running along the northerly division line of Lot 3 South 40° 20' 10" West 65.00 feet to the said true point or place of beginning.**

**Thence continuing along said division line South 40° 20' 10" West 25.25 feet to a point;**

**Thence running through P/O Lot 7.33 ( Town of Riverhead Property ) the following EIGHT ( 8 ) bearings and distances:**

1. **North 12° 02' 18" West 183.95 feet to a point;**
2. **North 48° 30' 32" West 1599.11 feet to a point;**
3. **Thence along the arc of a curve to the right having a radius of 460.00 feet and a length of 270.56 feet to a point;**
4. **North 14° 48' 33" West 322.89 feet to a point;**
5. **North 75° 11' 27" East 637.02 feet to a point;**
6. **Thence along the arc of a curve to the right having a radius of 11,550.00 and a length of 1142.10 feet to a point;**
7. **North 80° 51' 23" East 639.23 feet to a point;**
8. **North 26° 51' 45" East 23.77 feet to a point on the southerly right-of-way line of Middle Country Road ( S.R. 25);**

**Thence running along said right-of-way line North 80° 56' 20" East 24.70 feet to a point;**

**Thence running through P/O Lot 7.33 ( Town of Riverhead Property ) the following EIGHT ( 8 ) bearings and distances:**

1. **South 26° 51' 45" West 48.44 feet to a point;**
2. **South 80° 51' 23" West 649.42 feet to a point;**
3. **Along the arc of a curve to the left with a radius of 11,530.00 feet and a length of 1140.12 feet to a point;**
4. **South 75° 11' 27" West 617.02 feet to a point;**
5. **South 14° 48' 33" East 302.89 feet to a point;**
6. **Along the arc of a curve to the left with a radius of 440.00 feet and a length of 258.80 feet to a point;**
7. **South 48° 30'32" East 1605.70 feet to a point;**
8. **South 12° 02' 18" East 175.12 feet to the true point or place of beginning.**

**Containing within said bounds 96,161 Sq. Ft. or 2.21 acres more or less.**

**Legal Description was Established from Map by:**
**Nationalgrid Survey Division**
**Dated: June 6, 2012**
**Revised: July 13, 2012**

**Bearings, Distances and Area were computed by**
**Nationalgrid System Surveyor**
**Roy D. Hunt L.S.# 050220**

STATE OF NEW YORK
ROY D. HUNT
050220
LICENSED LAND SURVEYOR

EASEMENT
LEGAL WRITTEN DESCRIPTION
"EXHIBIT A"

WO# T101294329
GRID# 082-25 PAGE 1 OF 1


STATE OF NEW YORK
LICENSED LAND SURVEYOR
ROY C. HUNT
050950

MIDDLE COUNTRY ROAD ( S.R. 25 )

N26°51'45"E 23.77'

N80°56'20"E 24.70'

639.23'

N80°51'23"E

S80°51'23"W

S26°51'45"W 48.44'

6' Chain Link Fence

L=1142.10'

L=1140.12'

649.42'

PT = 11+40.12

R=11550.00'

R=11530.00'

637.02'

617.02'

N75°11'27"E

S75°11'27"W

PC = 0+00

20 WIDE ELECTRIC EASEMENT
AREA = 2.21 ACRES

SUFFOLK COUNTY TAX MAP
DIST. 0600; SECT. 135; BLK. I
LOT 7.30
NOW OR FORMERLY
STATE OF NEW YORK

SUFFOLK COUNTY TAX MAP
DIST. 0600; SECT. 135; BLK. I
LOT 7.33
NOW OR FORMERLY
TOWN OF RIVERHEAD

Telephone

Water Hook-Out

Path

N14°48'33"W 322.89'

S14°48'33"E 302.89'

R=440.00'
L=258.80'

R=460.00'
L=270.56'

S48°30'32"E 1599.11'

Edge Of Road

Access Road

SUFFOLK COUNTY TAX MAP
DIST. 0600; SECT. 135; BLK. I
LOT 7.33
NOW OR FORMERLY
TOWN OF RIVERHEAD

NOTES :

1 ) Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209 , sub-division 2 of the N.Y. STATE Education Law and is illegal .

2 ) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies .

3 ) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors . Said certifications shall run only to the person for whom the survey is prepared , and on behalf to the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution . Certifications are not transferable to additional institutions or subsequent owners .

4 ) Underground improvements or encroachments , if any , are not shown hereon .

EASEMENT - "EXHIBIT"

WO# T101294329

LEGEND - AS SHOWN

GRID # 082-25 PAGE 1 OF 1

Concrete

Telephone Hanhole

Rip-Rap

1505.70'

N48°30'32"W

S12°02'18"E 175.12'

P.O.B.

3321.67'

S 49°39'50" E

N12°02'18"W 183.95'

S40°20'10"W 25.25'

SUFFOLK COUNTY TAX MAP
DIST. 0600; SECT. 135.10; BLK. I; LOT 4
N/F LIPA

BURMAN BLVD.

EXISTING EASEMENT

N 40°20'10" E 1100.90'

SUFFOLK COUNTY TAX MAP
DIST. 0600 : SECT. 135.10; BLK. I; P/O LOT 3
NOW OR FORMERLY
OLD CASTLE RETAIL INC.

SUFFOLK COUNTY TAX MAP
DIST. 0600 : SECT. 135.10 : BLK. I
LOT 5
NOW OR FORMERLY
TOWN OF RIVERHEAD IDA

STATE OF NEW YORK
ROY D. HUNT
050220
LICENSED LAND SURVEYOR

PREPARED BY
NATIONALGRID ENGINEERING & SURVEY, INC.
SURVEY DIVISION

Roy D. Hunt

ROY D. HUNT L.S. # 050220
SYSTEM SURVEYOR

Survey Of
20 Foot Wide Electric Easement
Suffolk County Tax Map
Dist. 0600; Sect. 135; Blk. 1
P/O Lot 7.33
Situated In
Calverton, Town Of Riverhead
Suffolk County, New York, 11933
Scale: 1"=300' Dated: June 6, 2012
Revised: July 13, 2012 Updated Dist.

| DISC FILE # | JOB No. | QUAD No. | File Location |
|---|---|---|---|
| PE MF-2012 | EE1201 | 08226 | Easement |

08.07.12 **ADOPTED**
120583

**TOWN OF RIVERHEAD**

**Resolution # 583**

**CALVERTON SEWER DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Superintendent of Sewer is requesting a transfer of funds to cover the cost of the repair of the clarifier at the Calverton Sewer Plant;

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

| | | FROM | TO |
|---|---|---|---|
| 124.081300.524000 | Plant Equipment - Calverton | 4,000 | |
| 124.081300.541100 | Building & Repairs-Maintenance | | 4,000 |

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sewer 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120584

**TOWN OF RIVERHEAD**

**Resolution # 584**

**FORT PAT MOTEL – MIAMOGUE PARK**
**CAPITAL IMPROVEMENT PROJECT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS,** the Assistant Town Engineer and Superintendent of Recreation is requesting a transfer of funds from the Park and Recreation Special Trust to the Capital Project at Miamogue Park for Playground fencing and a guardrail.

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

| | | **FROM** | **TO** |
|---|---|---|---|
| 406.095031.481736.42067 | Special Trust Transfer | 5,000 | |
| 406.071100. 524907.42067 | Playground Equipment | | 5,000 |

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to the Recreation, Engineering, and 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120585

**TOWN OF RIVERHEAD**

**Resolution # 585**

**GENERAL TOWN**
**Landfill Water Testing**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Landfill is required to have testing due to ground water concerns;

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

| | | FROM | TO |
|---|---|---|---|
| 001.081600.541530 | Repair, Parts & Labor | 2,500 | |
| 001.081600.547500 | Waste Disposal Expense | 11,200 | |
| 001.081600.547504 | Refuse & Garbage Tipping | 2,500 | |
| 001.081600.547509 | Anti Litter Advisory Commit | 1,000 | |
| 001.081600.541100 | Landfill R&M | | 17,200 |

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

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120586

**TOWN OF RIVERHEAD**

**Resolution # 586**

**GENERAL TOWN**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** the Air Conditioning Unit in the Computer Room at Town Hall is in need of replacement;

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

| | | FROM | TO |
|---|---|---|---|
| 001.016200.542500 | Supplies & Service | 5,323 | |
| 001.016200.524000 | Equipment | | 5,323 |

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering, Information Technology and Accounting Departments.

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120587

**TOWN OF RIVERHEAD**

**Resolution # 587**

**GENERAL FUND TO HIGHWAY**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS, a** transfer of funds is requested from the Superintendent of Recreation to Highway for the creation of signs;

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

| | | FROM | TO |
|---|---|---|---|
| 001.071100.542512 | Signage, Supplies - Recreation | 450 | |
| 111.051400.542512 | Signage, Supplies - Highway | | 450 |

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

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120588

**TOWN OF RIVERHEAD**

**Resolution # 588**

**AUTHORIZES ATTENDANCE OF ASSESSOR AT SEMINAR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on September 30 – October 3, 2012, the Annual Meeting and Seminar on Assessment Administration is being held in Lake Placid, New York, and

**WHEREAS**, 1 member of the Board of Assessors has expressed an interest and desire in attending said seminar.

**NOW, THEREFORE, BE IT RESOLVED**, that the assessor is hereby authorized to attend said seminar, and

**BE IT FURTHER RESOLVED**, that the use of a Town vehicle is hereby authorized, and

**BE IT FURTHER RESOLVED**, that the assessor shall be reimbursed for costs of registration, deposit, travel, lodging and meals, not to exceed a total of $1,200.00, and

**BE IT FURTHER RESOLVED**, that said expenses are to be fully receipted upon return, and

**BE IT FURTHER RESOLVED**, that expenses incurred for tuition, travel, lodging and meals are subject to reimbursement by the State of New York to the Town of Riverhead upon completion of said seminar, and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Assessor's Office and the Accounting Department.

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

**THE VOTE**

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

Z:\Assessors\resolutions

## 2012 NYSAA SEMINAR ON ASSESSMENT ADMINISTRATION REGISTRATION FORM

Each attendee wishing to register must use a separate form. Please enclose the completed registration form and return with a check or completed municipal voucher. All registration fees include materials and attendance.

Name: _____ First Name for Badge _____

Title: _____ Name of Spouse (if attending) _____

Municipality _____ Address _____

Registration Fee for attendees booked at Crowne Plaza NYSAA Member $175 ☐ Non-Member $225 ☐
Registration Fee for attendees ***NOT*** booked at Crowne Plaza NYSAA Member $225 ☐ Non-Member $275 ☐

If you are commuting, rates for meals are as follows: Breakfast $12.50; Lunch $18.00; Dinner Sun. & Tues. $51.00; Mon $36.00
Please indicate your dinner choices at the bottom of this page and return the entire page to the address below.

**Return top portion with payment to: NYSAA, PO Box 888, Middletown, NY 10940**
**Fax (845) 342-2668 ~ Phone (845) 344-0292**

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## HOTEL RESERVATION FORM – NYSAA SEMINAR ON ASSESSMENT ADMINISTRATION
## Sunday, September 30 to Wednesday, October 3, 2012 ~ Crowne Plaza

Please complete both parts of this hotel form, including the Sales Tax Exemption Certificate (on back). Reservations accepted by credit card with no charge until arrival. For additional information call the Crowne Plaza at: (518) 523-2556 ext 1 ~ Fax (518) 523-9410 (credit card required with fax).

Name: _____

Municipality: _____

Address: _____

Make hotel reservation checks Payable and mail to:
**Crowne Plaza**
**101 Olympic Drive**
**Lake Placid, NY 12946**

Arrival Date: _____ Departure Date: _____

Day Phone: _____ Fax: _____ Email: _____

Credit Card (type, number) _____ Exp. _____

All rates are based on a 3 night stay per person, per day and include meals, gratuity and administrative fee for that date. Tax is additional, unless exempt. Meal package begins with dinner on arrival date and ends with lunch on your departure date. Please mark your choice of accommodations:

| **Check in: 4:00 p.m. ~ Check out: 11:00 a. m.** | Single Official | Spouse | 2 Officials in Room (each) |
|---|---|---|---|
| Standard Rooms | $250 ☐ | $121 ☐ | $185.50 ☐ |
| Specialty Rooms | $280 ☐ | $121 ☐ | $200.50 ☐ |

Stays less than 3 nights, please ADD $10.00 per person, per night, plus tax unless exempt. Stays will be confirmed, subject to availability.

Room shared with: (PLEASE PUT NAME) _____

Accommodations desired (check one) Single (1 person) ☐ Double (2 persons, 2 beds) ☐

**Reservations must be received by the Crowne Plaza on or before Thursday August 30, 2012**. Any reservations received after this date will be accepted based on availability and cannot be guaranteed at the conference rate. **NO** reservations will be accepted over the telephone.

**ROOM CANCELLATIONS – All Cancellations must be made in writing and received by the Crowne Plaza 14 days prior to arrival for a full refund of your deposits**. Cancellations received after the cancellation date will result in a one night package charge. Credit will not be given for missed meals or early departures.

**DINNER CHOICES**

| Sunday, September 30, 2012 | | Monday, October 1, 2012 | | Tuesday, October 2, 2012 | |
|---|---|---|---|---|---|
| Sliced Roast NY Sirloin | ____ | Herb Encrusted Pork | ____ | Prime Rib of Beef | ____ |
| Chicken Normande | ____ | Chicken Tarragon | ____ | Chicken Florentine | ____ |
| Cod Provencal | ____ | California Pasta | ____ | Salmon Beurre Blanc | ____ |

**Reservation Information** – Please be sure to bring a Tax Exempt form with you for presentation at check-in. You can download form ST-129 (Exemption Certificate) from the NYS Department of Taxation and Finance at www.tax.state.ny.us

## TENTATIVE SCHEDULE

### *SUNDAY, SEPTEMBER 30, 2012*

| | |
|---|---|
| 1:00 – 5:00 PM | Registration and Check-in |
| 1:00 PM | NYSAA Annual Golf Tournament / Free time |
| 6:00 PM | Welcome Reception |

### *MONDAY, OCTOBER 1, 2012*

| | |
|---|---|
| 8:30 AM – 9:30 AM | NYSAA Annual Membership Meeting |
| 9:45 AM 12:45 PM | General Session |
| 2:00 PM | County Presidents' and Communication Liaisons Meeting |
| 2:00 PM | Assorted Committee Meetings or Free Time |
| 7:00 PM | Annual Awards Banquet |

### *TUESDAY, OCTOBER 2, 2012*

| *9:00 AM – 12:00 Noon* | *Concurrent Sessions* |
|---|---|
| 9:00 AM – 4:30 PM | Full Day Sessions |
| 12:00 Noon | IAO Annual Meeting |

| *1:30 – 4:30 PM* | *Concurrent Sessions* |
|---|---|
| 6:30 PM | Presidents Reception |
| 7:30 PM | Annual Installation Banquet |

### *WEDNESDAY, OCTOBER 3, 2012*

| | |
|---|---|
| 9:00 AM – 12:00 Noon | Concurrent Sessions |
| 12:00 Noon | Way/Costello FUND Raffle |

08.07.12 **ADOPTED**
120589

**TOWN OF RIVERHEAD**

**Resolution # 589**

**REQUESTING THE CONVEYANCE OF PARCELS FROM SUFFOLK COUNTY TO THE TOWN OF RIVERHEAD AFFORDABLE HOUSING PROGRAM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** the County of Suffolk Office of Economic Development and Workforce Housing has made available to the Town of Riverhead a parcel with existing home for rehabilitation as workforce housing one (1) single family located at SCTM# 0600-106.000-01.00-020.000 (aka, 75 Phillips Street, Riverhead, New York, 11901); and

**WHEREAS**, County of Suffolk is willing to declare this parcel to be surplus County property that could be transferred to the Town of Riverhead for the purpose of transferring the parcel to Habitat for Humanity for development as workforce housing; and

**WHEREAS,** the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for qualify for workforce housing include young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

**WHEREAS**, the Town of Riverhead board has indicated it would prefer to develop the property at no cost to the Town of Riverhead through a partnership with Habitat for Humanity.

**NOW, THEREFORE, BE IT RESOLVED,** the Town of Riverhead Board be and does hereby request the County of Suffolk to execute and deliver a quitclaim deed to the Town of Riverhead for said property, more particularly described and designated above, pursuant to Section 72-H of the New York General Municipal Law, for the purpose of transferring the interest of the County of Suffolk in the above described property to the Town of Riverhead for conveyance to Habitat for Humanity; and

**BE IT FURTHER RESOLVED**, that said quitclaim deed issued by the Director of the County Division of Real Estate, or her deputy, pursuant to this resolution, shall contain a reverter clause to the effect that title to said parcel shall revert to the County of

Suffolk in the event that the property is not used for the above described public governmental purpose; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution shall be mailed to Ms. Jill Rosen-Nikoloff-Thompson, Director of Community Development and Affordable Housing, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Bldg. – 2nd Floor, Hauppauge NY 11788-0099 and to the Executive Director, Habitat for Humanity of Suffolk, 643 Middle Country Road, Middle Island, NY 11953; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Town Attorney and the Community Development Director; and

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120590

**TOWN OF RIVERHEAD**

**Resolution # 590**

**AUTHORIZES NOTICE TO BIDDERS FOR SANITARY PUMP STATION UPGRADES HANGAR PUMP STATION – CALVERTON SEWER DISTRICT CONTRACT NO. CASD 05-04 HPS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** plans and specifications have been prepared by H2M, consulting engineers to the Calverton Sewer District, regarding Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04 HPS of the Calverton Sewer District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the August 16, 2012 edition of The News Review with regard to receiving bids for Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04 HPS for the Calverton Sewer District, and be it further

**RESOLVED**, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders, and be it further

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

The Town Board of Riverhead will receive bids for the following contracts:
SANITARY PUMP STATION UPGRADES
HANGAR PUMP STATION

CONTRACT NO. CASD 05-04 HPS

**FOR THE CALVERTON SEWER DISTRICT AT THE TOWN CLERK'S OFFICE, TOWN HALL, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901, AT 11:00 AM PREVAILING TIME, ON** THURSDAY, SEPTEMBER 11, 2012**, AT WHICH TIME AND PLACE THE BIDS WILL BE PUBLICLY OPENED AND READ.**

Plans and specifications may be examined on or after **Thursday**, **August 16, 2012** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

08.07.12 **ADOPTED**
120591

**TOWN OF RIVERHEAD**

**Resolution # 591**

**AWARDS BID FOR GE EVOLVE LED SERIES AVERY POST TOP STREET LIGHTS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, that the Town Clerk was authorized to publish and post a Notice to Bidders for sixty six GE Evolve LED Series Avery Post Top Street Lights for Main Street, Riverhead, NY 11901; and

**WHEREAS,** six (6) bids were received, opened and read aloud on the 23rd day of March, 2012 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, after careful review by the Town Engineer the bid for GE Evolve LED Series Avery Post Top Street Lights ,EPAS-0-B5-A-41-B-2-F-BLCK-FT with a ten years warranty, be and is hereby awarded to Kelly & Hayes Electrical Supply of LI, Inc. in the amount of Eighty Five Thousand Three Hundred Eleven & 60/100 ($85,311.60); 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 Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of $85.311.60; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Kelly & Hayes Electrical Supply of LI, Inc., 66 Southern Boulevard, Nesconset, NY 11767, Christina Kempner, Community Development Director, Kenneth Testa, P.E., Town Engineer, Purchasing Department and the Office of Accounting; and

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120592

**TOWN OF RIVERHEAD**

**Resolution # 592**

**AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON A 2012 WHEEL LOADER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of a 2012 Wheel Loader for the use of the Town of Riverhead Highway Department, AND BE IT

**RESOLVED**, that the specifications and forms for bidding be prepared by the Superintendent of Highway and all bids be returnable up to 11:00 A.M. on August 27, 2012, AND BE IT FURTHER,

**RESOLVED**, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on August 27, 2012 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, all sealed bids bearing the designation "2012 Wheel Loader".

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

**THE VOTE**

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

The Resolution Was ☒Thereupon Duly Declared Adopted

# NOTICE TO BIDDERS

**Sealed bids for the purchase of a "2012 Wheel Loader" for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on August 27, 2012.**

**Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at www.townofriverheadny.gov , click on "Bid Requests".**

**All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will 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 waive any formalities if it believes such action to be in the best interest of the town.**

**All bids will be submitted in a sealed envelope bearing the designation "BID on a 2012 Wheel Loader" and addressed to:** TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

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

08.07.12 **ADOPTED**
120593

**TOWN OF RIVERHEAD**

**Resolution # 593**

**ACCEPTS THE RESIGNATION OF A PART-TIME POLICE OFFICER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Chief of Police David J. Hegermiller has received a letter of resignation from Ryan Helf stating he is resigning from his position of Part-time Police Officer with the Riverhead Police Department, effective July 31, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby accepts the letter of resignation submitted by Ryan Helf; and

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120594

**TOWN OF RIVERHEAD**

**Resolution # 594**

**ACCEPTS THE RESIGNATION OF A PART-TIME POLICE OFFICER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Chief of Police David J. Hegermiller has received a letter of resignation from Travis Young stating he is resigning from his position of Part-time Police Officer with the Riverhead Police Department, effective July 10, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby accepts the letter of resignation submitted by Travis Young; and

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120595

**TOWN OF RIVERHEAD**

**Resolution # 595**

**ACCEPTS THE RESIGNATION OF A HOMEMAKER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Barbara Kummer, a Homemaker in the Riverhead Town Seniors' EISEP Program, has submitted a letter to the Town Personnel Officer indicating her intent to resign effective August 3, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Barbara Kummer.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Barbara Kummer, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from Doculex, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120596

**TOWN OF RIVERHEAD**

**Resolution # 596**

**APPOINTS AN ANIMAL CONTROL OFFICER I TO THE ANIMAL CONTROL DIVISION OF THE RIVERHEAD TOWN POLICE DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Jessica Eibs-Stankaitis has been serving in the capacity of temporary Animal Control Officer I since February 6, 2012; and

**WHEREAS,** necessity makes it incumbent upon the Town Board to make a permanent appointment of an Animal Control Officer I; and

**WHEREAS,** the Suffolk County Department of Civil Service has certified a List of Eligibles for the title of Animal Control Officer I, List # 08-5414-319, and Ms. Eibs-Stankaitis is in the number one position, making her immediately reachable and eligible for permanent appointment.

**NOW, THEREFORE, BE IT RESOLVED,** that effective August 7, 2012, this Town Board hereby removes this temporary designation and permanently appoints Jessica Eibs-Stankaitis to the position of Animal Control Officer I as found in Group 5, Step P of the Operational and Technical Salary Schedule; and

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120597

**TOWN OF RIVERHEAD**

**Resolution # 597**

**APPOINTS A PART-TIME HOMEMAKER TO THE SENIORS PROGRAM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a vacancy exists for a part-time Homemaker in the EISEP (Expanded In-home Services for the Elderly Program) which is funded by the New York State Office for the Aging and operated locally by the Riverhead Town Seniors Programs; and

**WHEREAS**, this position was duly posted for, job posting #10; and

**WHEREAS,** pursuant to a completed background investigation and a prior interview, the recommendation of the Department Head and the Personnel Officer has been received.

**NOW, THEREFORE, BE IT RESOLVED**, that effective August 13, 2012 Holly Shepherd is hereby appointed to the position of Part-Time Homemaker at the hourly rate of $12.84.

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120598

**TOWN OF RIVERHEAD**

**Resolution # 598**

**AWARDS BID FOR BIO-DIESEL FUEL 2012**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a notice for sealed bids for BIO-DIESEL FUEL for the Town of Riverhead and;

**WHEREAS**, 1 bid was received and opened at 11:00 am on JULY 20, 2012 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for BIO-DIESEL FUEL be and hereby is, awarded to METRO FUEL OIL CORP. for the following delivered price. **Rack price per Journal of Commerce Daily listings. Price at +$.2613 cents per gallon margin over posting.**

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120599

**TOWN OF RIVERHEAD**

**Resolution # 599**

**AWARDS BID FOR DIESEL FUEL 2012**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**WHEREAS,** 1 bid was received and opened at 11:00 am on JULY 20, 2012 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for DIESEL FUEL be and hereby is, awarded to METRO FUEL OIL CORP. for the following delivered price. **Rack price per Journal of Commerce Daily listings. Price at +$.1205 cents per gallon margin over posting.**

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

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120600

**TOWN OF RIVERHEAD**

**Resolution # 600**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR JANITORIAL SUPPLIES FOR THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**WHEREAS,** the Town Clerk is hereby authorized to publish and post the following public notice in the AUGUST 16, 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**NOTICE TO BIDDERS**

**Sealed bids for the purchase of JANITORIAL SUPPLIES 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 AUGUST 23, 2012 at which time they will be publicly opened and read aloud.**

**Specifications may be examined and/or obtained on AUGUST 16, 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 JANITORIAL SUPPLIES. 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**

08.07.12 **ADOPTED**
120601

**TOWN OF RIVERHEAD**

**Resolution # 601**

**APPOINTS A CALL-IN SEASONAL BEACH ATTENDANT TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** a Call-In Seasonal Beach Attendant is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective August 8, 2012, through and including September 3, 2012, this Town Board hereby appoints Megan Weiss to the position of Seasonal Beach Attendant, Level I, to be paid the rate of $8.70 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen:Reso.Megan Weiss- Beach Attendant

08.07.12 **ADOPTED**
120602

**TOWN OF RIVERHEAD**

**Resolution # 602**

**RATIFIES THE APPOINTMENT OF A FILL-IN RECREATION AIDE- CHAPERONE TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Fill-In Chaperone is needed by the Riverhead Town Recreation Department for bus trips

**NOW THEREFORE BE IT RESOLVED,** that effective July 21, 2012, this Town Board hereby appoints Jessica Rachubka to the position of Fill-In Chaperone, Level 1, to be paid the rate of $8.50 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen:Reso. Jessica Rachubka-Chaperone

08.07.12 **ADOPTED**
120603

**TOWN OF RIVERHEAD**

**Resolution # 603**

**APPOINTS A CALL-IN SEASONAL BEACH ATTENDANT TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** a Call-In Seasonal Beach Attendant is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective August 8, 2012, through and including September 3, 2012, this Town Board hereby appoints Sarah Freeborn to the position of Seasonal Beach Attendant, Level I, to be paid the rate of $8.70 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen:Reso.Sarah Freeborn- Beach Attendant

08.07.12 **ADOPTED**
120604

**TOWN OF RIVERHEAD**

**Resolution # 604**

**APPOINTS A SCOREKEEPER LEVEL II TO THE RECREATION DEPARTMENT FOR THE SOFTBALL PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**NOW THEREFORE BE IT RESOLVED**, that effective August 7th, 2012, this Town Board hereby appoints Jason Sendlewski to the position of Call-In Scorekeeper Level II, to be paid the rate of $9.10 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120605

**TOWN OF RIVERHEAD**

**Resolution # 605**

**AWARDS BID FOR REMOVAL AND DISPOSAL OF LIQUID SLUDGE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the removal and disposal of liquid sludge for the Riverhead Wastewater Treatment Plant, Riverhead, New York; and

**WHEREAS,** three (3) bids were received, opened and read aloud on the 23rd day of July, 2012, at 11:30 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for removal and disposal of liquid sludge be and is hereby awarded to Al Aparo Crane & Cesspool Service, Inc. in the amount of $0.0455 per gallon, 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, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security, and be it further

**RESOLVED,** that upon receipt of a bid bond from the successful bidder, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120606

**TOWN OF RIVERHEAD**

**Resolution # 606**

**AUTHORIZES NOTICE TO BIDDERS FOR SANITARY SEWER REHABILITATION RIVERHEAD SEWER DISTRICT CONTRACT NO. RDSD 12-01S**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, repair needs as described in attached June 26, 2012 letter of H2M, consulting engineer to the Riverhead Sewer District, were identified during construction of new "doghouse" manhole for the Howell Avenue Pump Station.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the August 16, 2012 edition of The News Review with regard to receiving bids for Sanitary Sewer Rehabilitation, Contract No. RDSD 12-01S for the Riverhead Sewer District, and be it further

**RESOLVED**, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders, and be it further

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

The Town Board of Riverhead will receive bids for the following contract:

**SANITARY SEWER REHABILITATION**

**CONTRACT NO. RDSD 12-01S**

**SEWER CONSTRUCTION**

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Thursday, August 30, 2012**, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined and obtained on or after **Thursday, August 16, 2012** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on “Bid Requests”.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

H 2 M architects + engineers
175 Pinelawn Road, Ste 308 tel 631.756.8000
Melville, NY 11747 fax 631.393.6322

June 26, 2012

Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901-2596

**Attention: Superintendent Michael P. Reichel**

**Re: Riverhead Sewer District**
**Proposal for Professional Engineering Services**
**Sanitary Sewer Rehabilitation MH434 - MH435**

Dear Superintendent Reichel:

H2M is pleased to submit this proposal to provide professional engineering services associated with the sanitary sewer rehabilitation on Main Street from MH 434 to MH 435.

During the installation of the new "doghouse" manhole for the Howell Avenue Pump Station project, the existing 18-inch sewer was found to have longitudinal cracks and leaking at the joints. This sewer pipe is in need of repair to prevent the structural failure of the pipe and subsequent roadway collapse.

In consideration of the above, we propose to provide the following services:

## I. DETAILED DESIGN AND BID PHASE SERVICES

A. Prepare specifications and contract documents for public bidding. The work will be included in one construction contract.

B. Provide final bid documents in pdf format for bidding purposes.

C. Contact potential bidders.

D. Respond to questions during the bid period, review bids, and recommend award of contract.

E. Provide three (3) copies of conformed contract documents.

## II. CONSTRUCTION ADMINISTRATION SERVICES

A. Review contractor submittals as indicated in the Contract Documents.

B. Review contractors' proposed schedule.

C. Coordination between the contractor and the Riverhead Sewer District.

D. Review and prepare contractor payment requests.

E. Conduct pre-construction meeting and prepare minutes.

## III. CONSTRUCTION OBSERVATION

A. Provide part-time contractor observation services during construction. Our estimated budget is based on providing approximately 12 hours of construction observation.

H2M proposes to provide services for Task I for a lump sum of $7,500 and Task II for a lump sum of $3,500. We propose to provide Task III services at hourly rates of compensation with an estimated budget of $2,500. Services for the project would be invoiced monthly as work is completed.

Please feel free to contact this office should you have any questions. Thank you for considering Holzmacher, McLendon & Murrell, P.C. for this project. Preliminary contract documents will be submitted to the Riverhead Sewer District within three weeks after authorization.

Very truly yours,

**HOLZMACHER, McLENDON & MURRELL, P.C.**

Frank M. Russo, P.E.
Vice President

FMR:gjl

cc: GJL, SCH

X:\RDSD (Riverhead Sewer District) - 10805\RDSD1250 DAY-TO-DAY SEWER DISTRICT 2012\PROP 20120626 MAIN STREET LINING PROJECT.docx

08.07.12 **ADOPTED**
120607

**TOWN OF RIVERHEAD**

**Resolution # 607**

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-7. Turns. )**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED,** that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic"of the Riverhead Town Code, once in the August 16, 2012 issue of the News-Review newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**
**PUBLIC NOTICE**

**PLEASE TAKE NOTICE,** that a public hearing will be held on the 5th day of September, 2012 at 2:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

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

**§ 101-7. Turns.**

B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign “right turn only” shall be posted at the location.

**Location**

<u>The easterly access driveway leading from the 7-11 Store in a southerly direction onto Roanoke Avenue</u>

- Underscore represents addition(s)

Dated: Riverhead, New York
August 7, 2012

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

**DIANE M. WILHELM,** Town Clerk

08.07.12 **ADOPTED**
120608

**TOWN OF RIVERHEAD**

**Resolution # 608**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 58 ENTITLED "DOGS" OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 58 entitled "Dogs" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 17th day of July 2012 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 58 entitled "Dogs" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**
**NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 58 entitled "Dogs", of the Riverhead Town Code at its meeting held on August 7, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 58**
**DOGS**

**§ 58-2. License, collar and tag requirements.**

B. Exemptions.

(2) No license fees ~~is~~ are required for a "service dog," "therapy dog," "working search dog," or "detention dog" as those terms are defined in Article 7 of the Agriculture and Markets Law, or successor law. The person owning, possessing or harboring such a dog bears the burden of demonstrating by clear and convincing evidence and to the satisfaction of the Town Clerk that the dog is a "service dog" or "therapy dog" or "working search dog" or "detection dog" and exempt from licensing fees.

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

Dated: Riverhead, New York
August 7, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

08.07.12 **ADOPTED**
120609

**TOWN OF RIVERHEAD**

**Resolution # 609**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 52 ENTITLED, "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE (Deletion of § 52-21. Energy Star Requirements)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 52, entitled "Zoning" of the Riverhead Town Code of the Code of the Town of Riverhead ("Town Code"); and

**WHEREAS,** a public hearing was held on the 17th day of July, 2012 at 7:05o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED,** that the local law amending Chapter 52 entitled, "Zoning" of the Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**
**NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled "Building Construction" of the Riverhead Town Code at its regular meeting held on August 7, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 52

BUILDING CONSTRUCTION

~~§ 52-21. Energy Star requirements.~~

~~A. Intent. The intent is to protect the public health, safety and welfare of its residents by mandating that new single-family dwellings comply with the Long Island Power Authority New York ENERGY STAR Labeled Homes Program guidelines, thus ensuring that the dwellings will use considerably less energy than if built to prevailing building standards. Compliance with Long Island Power Authority New York ENERGY STAR Labeled Homes Program guidelines as outlined in this section shall be required in addition to compliance with current standards outlined in the Energy Conservation Construction Code of the State of New York (Energy Code).~~

~~B. Any new single-family dwelling shall be built to comply with the Long Island Power Authority New York ENERGY STAR Labeled Homes Program (hereinafter "the program") requirements in accordance with the time periods specified in Subsections E, F and G contained herein.~~

~~C. The ENERGY STAR requirements must be satisfied by compliance with one of the following standards:~~

~~(1) The Builder Option Package as established by LIPA; or~~

~~(2) Achieving a home energy rating of 84 or higher on the current expanded Home Energy Rating System (HERS) scoring system adopted by the State of New York which corresponds to an index of 80 or less as defined in the 2006 Mortgage Industry National Home Energy Rating System Standards promulgated by the Residential Energy Services Network (RESNET).~~

~~D. In addition to demonstrating compliance with one of the standards set forth in Subsection C above, the subject dwelling must comply with the following additional requirements:~~

~~(1) Include a total of 500 kilowatt hours of electricity savings per dwelling unit as defined by the program; and~~

~~(2) Include an automatically controlled mechanical ventilation system as required by the program; and~~

~~(3) Comply with the Combustion Safety Testing Standards and Procedures for New York ENERGY STAR Labeled Homes standards as tested by an analyst certified by the Building Performance Institute, or equivalent trained analyst approved by the Long Island Power Authority, prior to issuance of certificate of occupancy.~~

~~E. Commencing on April 1, 2007, prior to the issuance of a building permit for any new subject dwelling, the applicant shall certify compliance with Energy Star requirements by one of the following methods:~~

~~(1) Method 1.~~

~~(a) The plans submitted shall demonstrate compliance with:~~

~~[1] The thermal envelope requirements (R-values and U-values only);~~

~~[2] The electrical savings and ventilation requirements; and~~

~~[3] The equipment efficiency requirements of the Long Island Power Authority Builder Option Package prescriptive standards.~~

~~(b) No third-party verification or field testing shall be required under this method.~~

~~(2) Method 2. The Home Energy HERS rating shall be obtained, which demonstrates compliance with all requirements of the Program as described above, including all verification and field testing.~~

~~F. Commencing on January 1, 2008, prior to the issuance of a building permit for any new subject dwelling, the applicant shall certify that the subject dwelling will comply with the envelope and duct leakage requirements of the program. Prior to issuance of a certificate of occupancy, the subject dwelling shall pass a test for combustion safety by an analyst certified by the Building Performance Institute, or equivalent trained analyst approved by the Long Island Power Authority. Any subject dwelling that satisfied the program requirements by using the Home Energy Rating System (HERS) performance verification method shall also be tested for combustion safety.~~

~~G. Commencing on April 1, 2008, prior to the issuance of a building permit, the applicant shall certify that the subject dwelling will comply with all aspects of the program, using either the Home Energy Rating System (HERS) or Builder Option Package method. Prior to issuance a certificate of occupancy, all field verification and testing requirements of the program shall be met.~~

~~H. Exemptions. Notwithstanding any provision contained in § 89-79, the testing and verification requirement may be waived upon the Long Island Power Authority (LIPA) submitting a~~

~~certification that no testing or verification protocol and procedure can be applied accurately in a particular building configuration.~~

§ 52-21. TO BE RESERVED
NOT INTENDED TO BE RENUMBERED

- Overstrike represents deletion(s)

Dated: Riverhead, New York
August 7, 2012

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

**DIANE M. WILHELM,** Town Clerk

08.07.12
120610

**WITHDRAWN**

**TOWN OF RIVERHEAD**

**Resolution # 610**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-60. Off street parking)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108, entitled "Zoning" of the Riverhead Town Code of the Code of the Town of Riverhead ("Town Code"); and

**WHEREAS,** a public hearing was held on the 5th day of June, 2012 at 2:20 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19th day of June, 2012, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED,** that the local law amending Chapter 108 entitled, "Zoning" of the Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared WITHDRAWN

**TOWN OF RIVERHEAD**
**NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code at its regular meeting held on July 17, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as .

Zoning

**§ 108-60. Off-street parking.**

F. The minimum acceptable pavement improvements required for parking areas shall be as follows:

(1) For retail businesses, a home occupation or home professional office with a maximum required number of four parking spaces: a crushed stone aggregate with a sieve size no greater than 3/4 inch placed at a rate of 25 pounds per square yard on a compacted four-inch-thick stone blend base and stabilized subgrade.

(2) For a business and commercial building with a maximum required number of 12 parking spaces: a two-inch-thick wearing course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on a compacted four-inch-thick stone blend or approved equal aggregate base and stabilized subgrade.

(3) For a business or commercial building with a maximum required number of parking spaces exceeding 12 spaces: a one-and-one-half-inch-thick wearing course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on one two-and-one-half-inch-thick binder base course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on compacted four-inch-thick stone blend or approved equal aggregate subbase and stabilized subgrade.

(4) For retail businesses accessory to an agricultural use or zoning districts where pervious parking surface is recommended pursuant to the supplementary guidelines, or as required as part of the review or approval process: a crushed stone aggregate with a sieve size no greater than 3/4 inch placed at a rate of 25 pounds per square yard on a compacted four-inch-thick stone blend base and stabilized subgrade.

(5)When deemed appropriate by the Town Engineer and Planning Department consulting engineer and approved by the applicable Board approving the site plan, the following alternative pervious paving techniques may also be allowed:

(a) Porous asphalt, porous concrete, or permeable pavers over appropriate base and subbase material;

(b) Other pervious paving techniques not specifically listed when deemed suitable as to use and location.

Since alternative pervious pavement techniques may require maintenance not required for conventional paving systems, the applicable Board may require as part of the covenants approving a site plan a maintenance agreement and periodic inspections.

~~(5)~~(6) For designated handicapped accessible parking spaces, access aisles and pathways: the surface improvement must conform to the design requirements and standard specifications of the Americans with Disabilities Act, while the balance of the parking improvement (subsurface layers) must comply with the minimum requirements as noted in Subsection F(1) through ~~(4)~~ (5) of this section.

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

Dated: Riverhead, New York
August 7, 2012

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

**DIANE M. WILHELM,** Town Clerk

08.07.12 **ADOPTED**
120611

**TOWN OF RIVERHEAD**

**Resolution # 611**

**AUTHORIZES THE REDUCTION OF SITE PLAN SECURITY OF 1074 PULASKI STREET LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** in accordance with Town Board Resolution # 641, adopted on July 5, 2006, the Riverhead Town Board accepted the cash payment made in form of a certified check in the amount of $37,560 representing improvements to be made at real property known as 1074 Pulaski Street, Riverhead, New York 11901, further described as Suffolk County Tax Map #0600-125-1-11; and

**WHEREAS,** pursuant to Site Plan Memorandum dated August 4, 2011 from Vincent A. Gaudiello, P.E., it has been determined that a substantial portion of the improvements have been completed and has further recommended that the security posted be reduced to the amount of $10,560.00. Such security is to remain in effect for a minimum of one year, at which time the grass area shall be inspected to assure the survival of same.

**NOW THEREFORE BE IT RESOLVED,** that the Town Board of the Town of Riverhead hereby approves the reduction of the security posted for improvements to be made at real property known as 1074 Pulaski Street, Riverhead, New York 11901, further described as Suffolk County Tax Map #0600-125-1-1, to an amount of $10,560.00; and be it further

**RESOLVED,** that the Accounting Department be and is hereby approved to remit the sum of $20,000 to New Riverhead Realty Holding LLC, 19 Wolf Way, East Hampton, New York, 11947; and be it further

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to 1074 Pulaski Street LLC, 19 Wolf Way, East Hampton, New York, 11947, the Accounting Department, the Riverhead Planning Department, the Riverhead Building Department and the Office of the Town Attorney.

**THE VOTE**

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

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120612

**TOWN OF RIVERHEAD**

**Resolution # 612**

**AUTHORIZES SETTLEMENT OF LEGAL ACTION BY ANTHONY WAYNE SMITH**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS,** a legal action was commenced by Anthony Wayne Smith against Town of Riverhead, et. al. in the United States District Court, Eastern District of New York under Case no.CV-96-2353; and

**WHEREAS,** in June 25, 2012 a jury trial was commenced in the Court and ended in a mistrial; and

**WHEREAS,** prior to commencement of trial and continuing thereafter, the parties had entered into negotiations; and

**WHEREAS,** a settlement demand was made by Anthony Wayne Smith in full settlement of that legal action inclusive of all costs, attorney's fees, expenses and interest; and

**WHEREAS,** in light of the costs and uncertainty of re-trial of the action and obtaining a favorable jury verdict, it is in the best interests of the Town to accept the settlement proposal.

**NOW BE IT RESOLVED,** that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposal made by and on behalf of Anthony Wayne Smith regarding legal action commenced by Anthony Wayne Smith against Town of Riverhead, et. al. in the United States District Court, Eastern District of New York under Case no.CV-96-2353; and be it further

**RESOLVED**, that Scott D. Middleton, Esq. is hereby authorized to enter into settlement agreement and General Release on behalf of the Town nunc pro tunc as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Scott D. Middleton, Esq., Campolo, Middleton and McCormick, LLP, 3340 Veterans Memorial Highway, Suite 400, Bohemia, New York 11716, the Accounting Department, and the Town Attorney.

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120613

**TOWN OF RIVERHEAD**

**Resolution # 613**

**AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** a law suit has been commenced by Austin Warner, Jr. and Warner-2669 Sound Avenue LLC, as petitioners naming the Town of Riverhead Zoning Board of Appeals, as respondent in the Supreme Court, County of Suffolk under Index # 12-21893; and

**WHEREAS,** the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Town of Riverhead Zoning Board of Appeals, defendants in the Article 78 Proceeding entitled Austin Warner, Jr. and Warner-2669 Sound Avenue LLC, v. Town of Riverhead Zoning Board of Appeals, respondent in the Supreme Court, County of Suffolk under Index # 12-21893.

**NOW**, **THEREFORE**, **BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby appoints Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as legal counsel in connection with the aforementioned matter; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; and be it further

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

**THE VOTE**

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

08.07.12 **ADOPTED**
120614

**TOWN OF RIVERHEAD**

**Resolution # 614**

**APPOINTS SINNREICH, KOSAKOFF & MESSINA LLP AS SPECIAL COUNSEL IN THE MATTER OF GREAT ROCK GOLF, LLC, ET. AL. V. TOWN OF RIVERHEAD AND TOWN OF RIVERHEAD PLANNING BOARD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** a law suit has been commenced by Great Rock Golf, LLC et. al., as plaintiff naming the Town of Riverhead and the Town of Riverhead Planning Board as defendants in the United States District Court of the Eastern District for the State of New York; and

**WHEREAS,** the Town Board has determined that the law firm of Sinnreich, Kosakoff and Messina, LLP is qualified and be retained to defend or appear on behalf of Town of Riverhead and the Town of Riverhead Planning Board, as defendants in action entitled Great Rock Golf, LLC et. al., plaintiffs v. Town of Riverhead and the Town of Riverhead Planning Board, defendants in the United States District Court of the Eastern District under action number CV 12 3585.

**NOW THEREFORE BE IT RESOLVED**, that the law firm of Sinnreich, Kosakoff And Messina, LLP, be retained as special counsel or appear on behalf of Town of Riverhead and the Town of Riverhead Planning Board in the action entitled Great Rock Golf, LLC et. al., as plaintiffs v. Town of Riverhead and the Town of Riverhead Planning Board , defendants in the United States District Court of the Eastern District under action number CV 12 3585; and be it further

**RESOLVED**, that the Riverhead Town Board hereby approves the Supervisor executing a Retainer Agreements with Sinnreich, Kosakoff And Messina, LLP in a form satisfactory to the Town Attorney and subject to the terms and conditions of this resolution; and be it further

**RESOLVED**, that Sinnreich, Kosakoff And Messina, LLP be compensated at the rate of $175.00 per hour, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Sinnreich, Kosakoff And Messina, LLP, 267 Carleton Avenue, Suite 301, Central Islip, New York 11722; and be it further

**RESOLVED,** that the Town Clerk is hereby directed to deliver a copy of this resolution to the Town Board, Planning Board, Town Attorney, Office of Accounting and the Personnel Dept; 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.

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**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☐Yes ☒No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120615

**TOWN OF RIVERHEAD**

**Resolution # 615**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH COUNTY OF SUFFOLK OFFICE FOR THE AGING (AAA TRANSPORATION PROGRAM)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** the Town of Riverhead offers a wide variety of programs, activities and support services including transportation for the senior citizens within the Riverhead community; and

**WHEREAS,** the County of Suffolk provides funding to defray the transportation costs incurred by the Town of Riverhead; and

**WHEREAS**, the Town of Riverhead is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens.

**NOW,THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds in an amount not to exceed $5,402.00 from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance program; and be it further

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

# Contract

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

**Town of Riverhead (Contractor)**, a New York municipal corporation, having an address at 200 Howell Avenue, Riverhead, New York 11901.

The Contractor has been designated to receive funds from the County for **a AAA Transportation Program ("the Services")** as set forth in Article I, entitled "Description of Services."

**Term of the Contract:** April 1, 2012 through March 31, 2013 with an option, to be exercised at the County's discretion, to September 30, 2013 on the same terms and conditions herein.

**Service Levels:** 7,888 Units of Transportation Service
225 Elderly Served, Unduplicated

**Total Cost of the Contract:** Shall not exceed $5,402.00, as set forth in Article V and Exhibit 6, attached.

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

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

**Town of Riverhead**

By: _____
Sean M. Walter
Supervisor
**Fed. Taxpayer ID #:** 11-6001935
Date_____

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

_____
Signature
Date_____

**Approved as to Legality:**
**Town of Riverhead**

By: _____
Robert F. Kozakiewicz Date
Town Attorney

**Dennis M. Cohen**
**Suffolk County Attorney**

By: _____
Basia Deren Braddish
Assistant County Attorney
Date_____

**County of Suffolk**

By: _____

Regina M. Calcaterra
Title: Chief Deputy County Executive

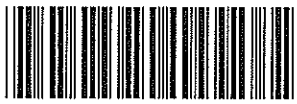
Date: _____

**Approved:**
**Department**

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

**Recommended:**

By: _____
Anna Prencipe
Food Service Supervisor
Date_____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## List of Articles

Page #

## Article I
## Description of Services

### Town of Riverhead
### AAA Transportation Program

**Whereas,** the Services have been identified in the 2012 Suffolk County Adopted Budget under the funding as listed on page one of the Contract to perform the Services for the Department; and

**Whereas,** The AAA Transportation Program expands essential transportation activities for the elderly by providing assistance in meeting the transportation operating expenses related to serving the elderly, as part of the required supportive services of the IIIC Nutrition Program and/or the Supplemental Nutrition Assistance Program or other such programs for the elderly that provide transportation services.

**Whereas,** the enhancement of the provision of transportation services is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes.

**Now therefore,** in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

**1. Conflicting Provisions**

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

**2. General Program Terms and Conditions**

In general, but without limitation, the Contractor shall be required to meet the criteria listed below:

a. Have, and maintain throughout the term of this Contract, an existing agreement to provide a service or services for the elderly in Suffolk County.

b. Have an owned or contract vehicle available for the Services, either through purchase agreement or lease agreement.

c. To inform each recipient of the service of the opportunity to make a completely voluntary, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. Monthly contributions will be deducted from monthly expenditures to arrive at net reimbursement. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

> Contributions to this (these) service(s) are completely voluntary and anonymous. Services will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

d. Confidentiality

i. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual

without such individual's written consent to such disclosure, except to the Department.

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

**3. Services**

The Contractor shall provide the following transportation services:

The Contractor may provide transportation other than to and from the nutrition sites on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor's regular transportation program activities or by appointment. All transportation services shall be furnished using licensed drivers and insured and inspected vans and automobiles.

**4. Reporting Requirements**

**a. Monthly Reports**

Monthly reports must be submitted to the Department on a form prescribed by the Department. Monthly reports are due to the Department by the eighth ($8^{th}$) day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

i. Units of service: one unit is equal to each one-way trip per person.

ii. The number of unduplicated individuals who have received transportation by the Contractor under this Transportation Program Contract.

iii. A monthly activity schedule showing the specific transportation services the Contractor will make available to the congregate participants that require transportation.

iv. Mileage recordings.

**b. Electronic Reporting**

i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.

ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.

iii. Transportation units and unduplicated number of persons served must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month's data.

**5. Promotions and Advertisements**

a. Any references to transportation services provided under this Contract must include due recognition to New York State Office for the Aging. The Contractor must include the express acknowledgement as follows:

"This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging."

b. The provisions of this paragraph shall prevail over any conflicting provisions of Article III, paragraph 20.

**6. Administration**

a. Overall administration of this program will be the responsibility of the Contractor. The Contractor will insure proper implementation and direction of the service, act as liaison between The Department and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

b. Program staff shall attend meetings and training as requested by the Department.

**7. Monitoring**

**a. Program**

The Contractor agrees to permit the Department's staff and staff of the New York State Office for the Aging to review programmatic records at any time.

**b. Fiscal**

As required, the Department's fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine documentary evidence including financial verification by actually observing or counting certain assets (e.g. case, food inventory, equipment and supplies) to establish their physical existence.

**8. Incident Reporting**

The Contractor will report at least verbally to the Department, within 24 hours any incidents involving all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. A written follow-up of such incidents shall be sent to the Department within 5 days of the occurrence. The Contractor further agrees to send the Department copies of all "notices of claim" relating to the program covered in this Contract.

**End of Article I**

## Article II
## Definitions

**1. Meanings of Terms**

As used herein:

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

"**Budget**" means the Contractor's summary or plan of all intended revenue, whether received in the form of fees, grants, County funding, or any other source, and expenditures necessary to render the Services.

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

"**Comptroller**" means the Comptroller of the County of Suffolk.

"**Contract**" means all terms and conditions of this Contract, forming all rights and obligations of the Contractor and the County.

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

"**County**" means the County of Suffolk, its departments, and agencies.

"**County Attorney**" means the County Attorney of the County of Suffolk.

"**Department**" means the signatory department approving the Contract.

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

"**Event of Default**" means

a. the Contractor's failure to perform any duty required of it under paragraphs 1(b)-(e) of **Article III** of the Contract; or

b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor's failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. the Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. the Contractor's bankruptcy or insolvency; or

f. the Contractor's failure to cooperate in an Audit of Financial Statements; or

g. the Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. the Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. any condition that the County determines, in its sole discretion, is dangerous.

"**Federal**" means the United States government, its departments, and agencies.

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

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

"**Legislature**" means the Legislature of the County of Suffolk.

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

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

"**Services**" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** "Description of Services."

"**State**" means the State of New York.

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

been renewed.

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

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

**2. Elements of Interpretation**

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

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

**End of Text for Article II**

## Article III
## General Terms and Conditions

1. **Contractor Responsibilities**

a. **Duties and Obligations**

i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

ii.) The Contractor shall promptly take all action as may be necessary to render the Services.

iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

iv.) Services provided under this Contract shall be open to all residents of the County.

b. **Qualifications, Licenses, and Professional Standards**

i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

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

c. **Notifications**

i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.

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

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

d. **Documentation of Professional Standards**

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

e. **Credentialing**

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

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

f. **Engineering Certificate**

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

2. **Termination**

a. **Thirty Days Termination**

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. **Event of Default; Termination on Notice**

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. **Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this **Article III.**

d. **Duties upon Termination**

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

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

3. **Indemnification and Defense**

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

4. **Insurance**

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

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

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

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

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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

5. **Independent Contractor**

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

6. **Severability**

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any

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

7. **Merger; No Oral Changes**

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

8. **Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. **Non-Discrimination in Services**

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

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

i.) the Services to be provided; or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

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

10. **Nonsectarian/Nonpartisan Declaration**

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

11. **Governing Law**

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

12. **No Waiver**

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

13. **Conflicts of Interest**

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



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The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**14. Cooperation on Claims**

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

**15. Confidentiality**

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

**16. Assignment and Subcontracting**

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

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

**17. Changes to Contractor**

a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer;

iii.) the name and address of the proposed transferee;

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to **Article IV** of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 24 of **Article III** of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and

ii.) such consent shall not be deemed consent to any further transfers.

**18. No Intended Third Party Beneficiaries**

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

**19. Certification as to Relationships**

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

**20. Publications**

Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

**21. Copyrights and Patents**

**a. Copyrights**

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

**b. Patents**

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

**22. Arrears to County**

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

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

**24. Record Retention**

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7)

years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

**25. Notice**

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

**End of Text for Article III**

## Article IV
## Suffolk County Legislative Requirements

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

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

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

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

**2. Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

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

**Required Forms:**

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

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

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

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

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

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

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

**4. Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the

form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

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

**Required Forms:**

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

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

Suffolk County Lawful Hiring of Employees Law Form LHE-6; entitled "Notice of Non-Applicability For Compliance With Federal Law (8 U.S.C. Section 1324A) With Respect To Lawful Hiring Of Employees."

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

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

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

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

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

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

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

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

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

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

**End of Text for Article IV**

## Article V
## General Fiscal Terms and Conditions

1. **General Payment Terms**

a. **Presentation of Suffolk County Payment Voucher**

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

b. **Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event later than one month following the end of each program year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. **Payment by County**

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

d. **Budget Modification**

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

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

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

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted 45 days prior to the end of that program year for non-equipment or 90 days before the end of the program year for equipment.

e. **Budget and/or Services Revisions**

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

ii.) When the County and the Contractor

agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

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

f. **Taxes**

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

g. **Final Voucher**

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

2. **Subject to Appropriation of Funds**

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its

i.) salary scale for all positions listed in the Budget;

ii.) personnel rules and procedures;

iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this **Article V**, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. **Accounting Procedures**

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

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right

to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

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

5. **Audit of Financial Statements**

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

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

6. **Financial Statements and Audit Requirements**

a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand ($300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

b. The Auditor should be required to meet the following minimum requirements:

i.) a current license issued by the New York State Education Department;

ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and

iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.

d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand ($500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building,

100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.

g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.

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

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

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

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars ($1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

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

i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.

ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

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

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

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

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

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

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report

setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

e. **Protection of Property in Contractor's Custody**

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

f. **Disposition of Property in Contractor's Custody**

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

8. **Lease or Rental Agreements**

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

9. **Statement of Other Contracts**

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

10. **Miscellaneous Fiscal Terms and Conditions**

a. **Limit of County's Obligations**

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

b. **Duplicate Payment from Other Sources**

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

c. **Funding Identification**

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

d. **Outside Funding for Non-County Funded Activities**

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

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. **Potential Revenue**

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

f. **Payments Contingent upon State/Federal Funding**

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

g. **Denial of Aid**

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. **Budget**

The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.

i. **Payment of Claims**

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

j. **Payments Limited to Actual Net Expenditures**

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

k. **Travel Costs**

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

l. **Attendance at Conferences**

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

m. **Salaries**

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

n. **Salary Increases**

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

o. **Contractor Vacancies**

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

p. **No Limitation On Rights**

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

q. **Comptroller's Rules and Regulations**

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

**End of Article V**

## Exhibits

| | | |
|---|---|---|
| **Exhibit 1** | Public Disclosure | **not applicable – see cover page** |
| **Exhibit 2** | Living Wage | |
| **Exhibit 3** | Union Certification | |
| **Exhibit 4** | Lawful Hiring | |
| **Exhibit 5** | Certification Regarding Lobbying | |
| **Exhibit 6** | Legislative Designated Funding Applications; Budget | |
| **Exhibit 7** | Budget Modification Request | |
| **Exhibit 8** | Budget/Services Revisions Approval | |
| **Exhibit 9** | Standard Operating Procedure A-07 Amendment 1 and Executive Order 14-2007 or any successor order. | |
| **Exhibit 10** | Comptroller's Rules and Regulations for Consultant's Agreements | |
| **Exhibit 11** | Statement of Other Contracts | |

08.07.12 **ADOPTED**
120616

**TOWN OF RIVERHEAD**

**Resolution # 616**

**AUTHORIZES SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI LLP TO COMMENCE LEGAL ACTIONS AGAINST ZURICH INSURANCE COMPANY AND UNITED NATIONAL INSURANCE COMPANY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS,** by Resolution # 120 of 2012, adopted on February 7, 2012 the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP was retained as special counsel of behalf of the Riverhead Water District to seek recovery a monetary judgment against Pittsburgh Tank & Tower Co., Inc.; and

**WHEREAS,** Zurich Insurance Company and United National Insurance Company have denied coverage to the Riverhead Water District; and

**WHEREAS,** the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP be authorized to commence actions against Zurich Insurance Company and United National Insurance Company.

**NOW THEREFORE BE IT RESOLVED**, that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP be authorized to commence actions against Zurich Insurance Company and United National Insurance Company; and be it further

**RESOLVED**, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Z\TA\litigation\Pittsburgh Tank Actions Against Insurers

# RETAINER AGREEMENT

AGREEMENT made this ____ day of _____ 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on _____ as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

08.07.12 **ADOPTED**
120617

**TOWN OF RIVERHEAD**

**Resolution # 617**

**RATIFIES THE POSITION OF A PART-TIME SEASONAL GRANT ANALYST TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Part-Time Seasonal Grants Analyst is needed by the Riverhead Town Recreation Department for the research and development of Parks and Recreation Program Improvement Grants offered by both the Federal and State Governments,

**WHEREAS**, Part-Time Seasonal is defined to work a maximum of (17.5) hours a week with a commencement date of August 2, 2012 and an end date of September 15, 2012.

**NOW THEREFORE BE ITRESOLVED**, that effective August 2, 2012, this Town Board hereby appoints Danielle Doll to the position of Call in Part-Time Seasonal Grant Analyst, Level 1, to be paid the rate of $18.00 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Colleen. Johanna Imwalle- Call-In Head Lifeguard

08.07.12 **ADOPTED**
120618

**TOWN OF RIVERHEAD**

**Resolution # 618**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH SUFFOLK COUNTY REAL PROPERTY TAX SERVICE AGENCY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead has used the Suffolk ARAIS product offered by the County of Suffolk acting through its duly constituted Suffolk County Real Property Tax Service Agency (RPTSA); and

**WHEREAS,** RPTSA has offered a license agreement for use of the Suffolk ARAIS product effective through December 31, 2016 at no cost to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached License Agreement with RPTSA; and be it further

**RESOLVED,** that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Engineer, 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 copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TA\Z\Agreement\authorize Worksite MOU with County

## License Agreement for Suffolk County AREIS and Tax Map Product

**This License Agreement ("License Agreement")** is between the **County of Suffolk ("County" and/or "Licensor")**, a municipal corporation of the State of New York, acting through its duly constituted **Suffolk County Real Property Tax Service Agency ("Agency"),** located at the 300 Center Drive, Riverhead, New York 11901; and the

**Town of Riverhead ("Licensee")**, a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire that Suffolk County Real Property Tax Maps (**"Tax Maps"**) and/or certain digital data sets (the **"Product,"** as defined in paragraph 4 of Exhibit A) from the **Agency's** computer data base, known as the "Suffolk County *AREIS ("*Advanced Real Estate Information System*")* and Tax Map" be licensed (the **"License")** to the **Licensee** by the **County** in the interest of cooperation.

**Terms and Conditions**: Shall be as set forth in Exhibits A through D, attached and incorporated herein.

**Term of License Agreement**: Shall commence upon execution and continue through December 31, 2016.

**Total Cost of License Agreement:** No Cost to County/Licensor or the Licensee, except for standard media reproduction costs.

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

**Town of Riverhead**

By: _____
Name: Sean M. Walter
Title: Supervisor

Fed. Taxpayer ID 11-6001935
Date: _____

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

_____ _____
Name Date

**Approved As To Legality:**
**Dennis M. Cohen, County Attorney**

By: _____
Chelley A. Gordon
Assistant County Attorney
Date: _____

**County of Suffolk**

By: _____

Chief Deputy County Executive

Date: _____

**Approved: Suffolk County Real Property Tax Service Agency**

By: _____
Penny Wells LaValle, Director

Date: _____

## List of Exhibits

**Exhibit A General Terms and Conditions**

## Exhibit A
## General Terms and Conditions

**Whereas**, the County of Suffolk, acting through its duly constituted Suffolk County Real Property Tax Service Agency "(Agency"), has numerous and varied functions, including those mandated by several statutes of the State of New York; and

**Whereas**, the primary mission of the Agency is to maintain and update the County's official tax map of its approximately 583,000 parcels of land. In addition, the Agency provides public agencies and individuals with advice, information, forms and reports on all aspects of real property. The Agency provides training related to the assessment of taxation of real property within the County of Suffolk. The Agency derives its authority from Real Property Tax Law, Articles 5 and 15A; Real Property Law, Article 9; and Article XXXVI of the Suffolk County Charter; and

**Whereas**, the Agency publishes "Real Property Tax Maps" on an annual basis; and

**Whereas**, the Agency also maintains a cadastral tax map base and a database of attribute and ownership data, commonly referred to as *AREIS* ("Advanced Real Estate Information System"); and

**Whereas,** the Agency desires to share the Tax Maps and or products derived from *AREIS* with other governmental, quasi-governmental and not-for-profit entities as part of the County's goal to create better integrated layers of GIS; and

**Whereas**, the Licensee functions are numerous and varied; and

**Whereas**, the Licensee will use the Tax Maps and/or Product as set forth in Exhibit B, entitled "Variable Terms and Conditions;" and

**Whereas**, the County and the Licensee desire to cooperate regarding access to the Tax Maps and/or Product in support of the Licensee's programs;

**Now therefore**, the parties agree as follows:

### 1. Grant of License

The County grants to the Licensee a non-exclusive, non-transferable (unless otherwise agreed as set forth in Paragraph 6, entitled "Sub-License," below) license (the "License") to use the Tax Maps and/or Product, as defined herein, subject to the terms and conditions described herein.

### 2. Term and Termination

#### a. Term

This License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**b. Termination for Cause**

i. In the event the Licensee violates any of the terms and conditions of this License Agreement, the County may terminate the License, provided that no such termination shall be effective unless:

A. the Licensee is given ten (10) business days written notice of intent to terminate ("Notice of Intent to Terminate"), and

B. an opportunity for consultation with the County prior to termination; and

C. an opportunity to cure any violation of the terms and conditions of the License.

In the event that the Licensee has not cured, or commenced to cure, to the satisfaction of the County, within such ten day period (or longer period at the County's option), then the County may issue a written termination notice ("Termination Notice").

ii. Notwithstanding the above, if the Licensee, or any of its sublicensees, makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary rights, the County shall have the right to terminate this License Agreement immediately upon written notice, stating the reason, to the Licensee.

**c. Termination for Convenience**

Either party may terminate this License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other party is given sixty (60) calendar days prior written notice of such termination.

**d. Return of Tax Maps and Product**

In the event that this License Agreement is terminated for any reason, or upon expiration of the License Agreement, whichever is sooner, within ten (10) days thereafter the Licensee shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format, raster digital format and in paper copy form. The Licensee shall certify in writing within that ten (10) day period that such action has been taken.

**3. Tax Maps and/or Product**

a. The Tax Maps are defined as the "Real Property Tax Maps" which are published and registered annually by the Agency for the following towns:

i. Town of Babylon;

ii. Town of Brookhaven;

iii. Town of East Hampton;

iv. Town of Huntington;

v. Town of Islip;

vi. Town of Riverhead;

vii Town of Shelter Island;

viii. Town of Smithtown;

ix. Town of Southampton;

x. Town of Southold.

b. The product ("Product") provided by the Agency to the Licensee will vary depending upon the Project described in Exhibit B. The Product is defined to include a castradal tax map, a database of attribute files, a data base of parcel ownership files or all three, depending upon the project described in Exhibit B.

**4. Permitted Uses**

a. The Licensee may use the Product to produce paper or digital raster maps and/or reports for use by the public, provided that such maps and/or reports include the following copyright notice:

**Suffolk County Real Property Tax Service Agency "AREIS and Tax Map" Copyright 2012, County of Suffolk, N.Y.**

**Note**: The reference to year (i.e. 2012) in the copyright notice shall change as applicable.

b. **Permitted uses** include but are not limited to the following examples:

i. The modification of attribute data or fields to a spreadsheet of the Product is allowed and is the property of the Licensee, however, such property that is the modified file is not to include the spatial files (.dgn or other CAD formats); and/or

ii. The generation of tax maps where the Licensee's GIS or CAD data is positioned over or under the County AREIS and Tax Map Product.

c. Uses **not permitted,** unless pre-authorized in writing by the County, include but are not limited to the following examples:

i. the sale or transfer of the spatial portion of the Product or a derivative of the Product to a third party; and/or

ii. sale of paper maps that are derivatives or reproductions of the Product.

**5. No Implied Waiver**

No failure or delay by either party in enforcing any right or remedy under this License Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

**6. Sub-License**

The Licensee may distribute the Tax Maps and/or Product to sub-licensees (the "Sub-Licensees"), provided that such Sub-Licensees have signed a Third Party Sub-License Agreement, in substantially the format set forth in Exhibit C. Consent to a Sub-License is at the sole discretion of the Agency.

**7. Limitation of Liability**

**a.** The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Tax Maps and/or Product were developed for governmental use by the agency. The County of Suffolk makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the County shall be under no liability whatsoever for any use made thereof.

**b.** The County shall not be liable for indirect, special, incidental, or consequential damages related to the Licensee's use of the Tax Maps and/or Product or any Sub-Licensee's use of the Tax Maps and/or Product under any Sub-License agreement entered into between the Licensee and a Sub-Licensee, even if the Licensee is advised of the possibility of such damage.

**8. Cooperation**

In the interest of cooperation, Licensee agrees to provide Suffolk County any attribute data or geocoded information related to this License Agreement.

**9. Severability**

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

**10. Merger; No Oral Changes**

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

**11. All Rights Reserved**

All rights not specifically granted in this License Agreement are reserved to County/Licensor.

**12. Governing Law**

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

**13. No Intended Third Party Beneficiaries**

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

**14. Notice Requirements and Contact Persons**

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

**For the Agency:** Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901
Attn: Penny Wells LaValle, Director

**For the Licensee:** At the address and to the attention of the person set forth in Exhibit B of this License Agreement or such other designee as the parties may agree in writing.

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

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

**c.** Notices shall be deemed given when mailed by registered or certified mail in postpaid envelope or deposited with a nationally recognized courier service.

**End of Text for Exhibit A**

## Exhibit B
## Variable Terms and Conditions

### 1. Licensee's Use of Tax Maps and/or Product

The Licensee will use the Tax Maps and Product as follows:

Allow Town of Riverhead to use County geographic data base to locate Town of Riverhead buildings, improvements, infrastructure in furtherance of carrying out municipal functions.

### 2. Contact Person(s) Information for Licensee for Notices

**Licensee:**

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Attn: Sean M. Walter, Supervisor

Phone #631-727-3200 ext. 251

**End of Text for Exhibit B**

# Exhibit C

## Sub-License Agreement for Suffolk County AREIS and Tax Map Product

**Note: This Sub-License Agreement will be customized for individual Sub-Licensees**

## Sub-License Agreement for Suffolk County *AREIS* and Tax Map Product

**This Sub-License Agreement ("License Agreement")** is between the **County of Suffolk ("County"** and/or **"Licensor"**), a municipal corporation of the State of New York, acting through its duly constituted **Suffolk County Real Property Tax Service Agency ("Agency"),** located at the 300 Center Drive, Riverhead, New York 11901; and the

**Town of Riverhead ("Licensee")**, a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901; and

**Consultant** (the "**Consultant** and/or "**Sub-Licensee")** to the Licensee, set forth below on page two as a signatory to this three-party agreement. The Consultant/Sub-Licensee is located at

The three parties hereto desire that Suffolk County Real Property Tax Maps (**"Tax Maps"**) and/or certain digital data sets (the **"Product**," as defined in paragraph 3 of Exhibit A of the License Agreement) from the **Agency's** computer data base, known as the "Suffolk County *AREIS ("*Advanced Real Estate Information System*")* be sub-licensed (the **"Sub-License")** to the **Sub-Licensee.**

**Terms and Conditions**: Shall be as set forth in Attachment A (Sub-License Terms and Conditions) and Attachment B (Variable Terms and Conditions) and Attachment C (License Agreement between the County and the Licensee), attached hereto and incorporated herein.

**Term of Sub-License Agreement**: Shall commence for the term authorized by the Licensee as stated in the agreement between the Licensee and the Consultant and shall continue for subsequent terms pursuant to the Licensee's authorization for the Consultant's services, not to exceed the term of the License Agreement between the Licensee and the County (Licensee Agreement for Suffolk County AERIS and Tax Map Product; ending on December 31, 2016.

**Total Cost of Sub-License Agreement:** No Cost to County/Licensor, the Licensee, or the Consultant/Sub-Licensee, except for standard media reproduction costs.

**Signatures are set forth on page 2.**

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

**Licensee**

**Town of Riverhead**

By: _____

Name: Sean M. Walter

Title: Supervisor

Fed. Taxpayer ID 11-60001935

Date: _____

**Consultant - Sub-Licensee**

**Insert Legal Corporate Name**

By: _____

Name:

Title:

Fed Taxpayer ID_____

Date: _____

**Licensor - County of Suffolk**

**Suffolk County Real**
**Property Tax Service Agency**

By: _____
Penny Wells LaValle
Director

Date: _____

## List of Exhibits

**Attachment A** **Sub-License General Terms and Conditions**

1. Grant of Sub-License
2. Term and Termination

**Attachment B** **Sub-License Variable Terms and Conditions**

**Attachment C**
**Copy of License Agreement for Suffolk County AREIS and Tax Map Product as executed by the County of Suffolk and the Licensee**

**Attachment A**
**General Terms and Conditions**

**Whereas**, the County and the Licensee have executed a License Agreement, a copy of which is attached hereto and incorporated herein as Attachment C; and

**Whereas**, the Licensee, in order to complete the project set forth in Attachment B, desires to utilize the services of the Sub-Licensee;

**Now therefore**, the parties agree as follows:

**1. Grant of Sub-License**

The County approves the grant of this Sub-License to the Sub-Licensee, subject to all of the terms and conditions set forth in the License Agreement (Attachment C). Consent to this Sub-License Agreement is at the sole discretion of the County of Suffolk, acting through its duly constituted Real Property Tax Service Agency. Such consent shall be indicated by the signature of the Director of Real Property Tax Service Agency (or designee) on page two (2) of this Sub-License Agreement.

**2. Term and Termination**

**a. Term**

This Sub-License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**b. Termination for Cause**

**i.** In the event the Sub- Licensee violates any of the terms and conditions of this Sub-License Agreement, the County and/or the Licensee may terminate this Sub- License, provided that no such termination shall be effective unless:

**A.** the Sub-Licensee is given five (5) business days written notice of intent to terminate ("Notice of Intent to Terminate"), and

**B.** an opportunity for consultation with the County and/or the Licensee prior to termination; and

**C.** an opportunity to cure any violation of the terms and conditions of this Sub-License.

In the event that the Sub-Licensee has not cured, or commenced to cure, to the satisfaction of the County and/or the Licensor, within such five (5) day period (or longer period at the County's option), then the County and/or the Licensee may issue a written termination notice ("Termination Notice").

**ii.** Notwithstanding the above, if the Sub-Licensee makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary

rights, the County shall have the right to terminate this Sub-License Agreement immediately upon written notice, stating the reason, to the Sub-Licensee.

**c. Termination for Convenience**

Any of the three parties to this Sub-License Agreement may terminate this Sub-License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other two parties are given fifteen (15) calendar days prior written notice of such termination.

**d. Return of Tax Maps and Product**

In the event that this Sub-License Agreement is terminated for any reason, or upon expiration of the License Agreement, the Sub-Licensee shall, within ten (10) days thereafter, shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format. The Sub-Licensee shall certify in writing that such action has been taken. Notwithstanding the above, derivative work(s) in the form of reports in raster digital format or paper copy need not be destroyed.

**End of text for Attachment A**

## Attachment B
## Sub-License Variable Terms and Conditions

### 1. Sub-Licensee's Use of Tax Maps and/or Product

The Sub-Licensee will use the Tax Maps and/or Product (certain digital data sets) as follows:

### 2. Contact Person(s) Information for Sub-Licensee for Notices

**Attachment C**

**Copy of License Agreement for Suffolk County AREIS and Tax Map Product as executed by the County of Suffolk and the Licensee**

# Exhibit D

## Suffolk County Legislative Requirements

# Exhibit D
# Suffolk County Legislative Requirements

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

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

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

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

The Licensee certifies that it meets all requirements under Section A5-7 to qualify for an exemption from filing the verified public disclosure statement.

## 2. Living Wage Law

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

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

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

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

The Licensee is exempt from filing Form LW-1.

The Licensee shall complete Section II of Form LW-38 confirming that the Living Wage Law does not apply to this Agreement for the following reason: No Cost License Agreement for Suffolk County ARIES and Tax Map Product.

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

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article 1 of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

**a.** The Licensee shall not use County funds to assist, promote, or deter union organizing.

**b.** No County funds shall be used to reimburse the Licensee for any costs incurred to assist, promote, or deter union organizing.

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

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

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

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the contract and to seek other remedies as set forth therein, for violations of this Law.

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

The Licensee shall complete Section II of Form DOL-LO1 confirming that the Union Organizing Law does not apply to this Agreement for the following reasons: No Cost License Agreement for Suffolk County ARIES and Tax Map Product.

**4. Lawful Hiring of Employees Law**

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

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

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

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

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

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

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

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

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

<u>The Licensee is exempt from filing Form LHE-1 and the Affidavit of Compliance</u>.

**5. Gratuities**

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Licensee shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the contract with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the License Agreement, the Licensee certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

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

**10. Youth Sports**

It shall be the duty of the Licensee to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

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

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

**End of Text for Exhibit D**

08.07.12 **ADOPTED**
120619

**TOWN OF RIVERHEAD**

**Resolution # 619**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR A REQUEST FOR PROPOSALS FOR MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead is seeking proposals from qualified parties for medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the issuance and publication of the attached Request for Proposals for medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the August 16, 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 ☐Yes ☒No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒Thereupon Duly Declared Adopted

## NOTICE TO BIDDERS

**PLEASE TAKE NOTICE**, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on or before **September 6, 2012, at 11 o'clock a.m.**, for:

## REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified parties that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

Specifications and guidelines for submission of proposals will be available on the Town website at http://townofriverheadny.gov on August 8, 2012, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 a.m. and 4:15 p.m., Monday through Friday, beginning August 8, 2012.

Each proposal must be submitted in a sealed envelope clearly marked **"MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT"** and must be received by the Office of the Town Clerk by no later than **11:00 a.m. on September 6, 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 even after submission of same, 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

## Suffolk County, New York

## Request for Proposals

## For

## Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District.

Sealed Proposals Must be Received
In the Office of the Town Clerk
200 Howell Avenue
Riverhead, New York 11901
**On or Before 11:00 a.m. on September 6, 2012**

## TABLE OF CONTENTS

# I. NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York **on or before September 6, 2012, at 11 o'clock a.m.** for:

## REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified companies that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

Specifications and guidelines for submission of proposals will be available on the Town website at http://townofriverheadny.gov on August 8, 2012, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 a.m. and 4:15 p.m., Monday through Friday, beginning August 8, 2012.

Each proposal must be submitted in a sealed envelope clearly marked **"Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District** and must be received by the Office of the Town Clerk by no later than **11:00 am on September 6, 2012.**

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

# II. INSTRUCTIONS TO BIDDERS

## 1. Receipt of Proposals

The Town of Riverhead invites proposals for medical transportation billing and reimbursement services.

## 2. Form, Preparation, and Presentation of Proposal

Bidders should return the *entire bid package* and provide the information as requested.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District."

Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, in a legible format, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

## 3. Rejection of Proposals

A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal

or part thereof which it deems most favorable to the Town after all proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

## 4. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding "Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for undertaking and providing the services that are in the best interests of the Town.

## 5. Insurance Required By the Town of Riverhead

A. The Bidder/Offeror shall carry and maintain Comprehensive General Liability Insurance, including products, contractual, property and personal injury in the amount of $2,000,000.00 per occurrence and $4,000,000.00 in the aggregate and $1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits and shall name the Town of Riverhead and the Town of Riverhead Ambulance District as additional insured.

B. In addition to the extent a contract is awarded, Bidder/Offeror shall be required to carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of $1,000,000.00 per occurrence and shall name the Town of Riverhead and the Town of Riverhead Ambulance District as an additional insured.

CONSULTANT hereby indemnifies and holds the TOWN, its departments, officers, agents and employees, harmless against any and all claims, actions, including appeals or demands against TOWN, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the negligent acts or omissions of Bidder, Bidder's employees, subcontractors or agents under a contract to provide services outlined in this RFP.

Note, Town may request proof of the above insurances as set forth in provision #6 Town's Reservation of Rights" set forth below.

## 6. Town's Reservation of Rights

The Town reserves all rights with respect to this RFP, including but not limited to the following:

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 this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services detailed in the specifications within the goals and time parameters set forth herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

## III. SPECIFICATIONS

### 1. Summary

The Town of Riverhead, hereinafter referred to as the Town," is requesting proposals from all qualified companies that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful “offerors” in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 262 or fax at 631- 208-4034, and must be received by no later than 11:00 am on September 6, 2012. Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the only authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

### 2. General Conditions

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be
the sole point of contact with regard to contractual matters.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 604 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable
local, county, state and federal laws and regulations pertinent to this project. In addition, the successful bidder must be prepared to execute a contract with any of the following parties or a combination thereof: The Town of Riverhead, Town of Riverhead Ambulance District, and/or The Riverhead Town Volunteer Ambulance Corps.

C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all

times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, the experience of those who will be providing services under the contract, price, and demonstration of ability to meet the schedule for completion of tasks by Offerors will be considered, along with other relevant factors.

E. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;
- interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Workers' Compensation, Disability, and Professional Liability insurance in the amount of $1,000,000 per occurrence and must name the Town of Riverhead and the Town of Riverhead Ambulance District as an “additional insured.” The Accord form is acceptable to evidence the liability coverage.

H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

## 3. General Scope of Services/Detail & Description of Services/Schedule

A. General Scope of Services

The Town is seeking a qualified company that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

B. Detail & Description of Services

MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT

Consultant shall be required to provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District along with the following features:

1) Capability and procedures to process patient identification, demographic and insurance information in a timely manner for the purpose of medical transportation billing and reimbursement services.

2) User-friendly electronic and/or other devices and systems/procedures to process patient identification, demographic and insurance information including wireless and internet capability with data security features.

3) Technical Support regarding patient identification, demographic and insurance information and processing of same.

4) Customer Support regarding patient identification, demographic and insurance information and processing of same.

5) Third-party billing capability and data retrieval regarding patients involved in automobile no-fault insurance coverage matters.

## 4. Proposal Content and Format Requirements

A. Cover Sheet

1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.

2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.

B. Description of Services, Background and Staff

1) Services

a. Itemize the complete list of services to be provided.

b. Note instances where services exceed the scope or detail requested in this RFP.

c. Note instances where services offered do not meet the scope requested in this RFP.

d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

2) Background and Experience

a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these
services. The following list contains items required as an integral part of this proposal:

- Firm profile.
- Background and experience in the field of medical transportation billing and reimbursement services, particularly in regard to municipal services for comparable projects.
- Resume of key personnel directly involved in this engagement.
- Summary of your understanding of the scope of services being requested and your approach to carrying out the work.
- Charges and Fees: amount, basis, waivers, how and when assessed.
- Specifications and itemization of required equipment and/or devices and charges and fees for same.
- Third-party company involvement, services, fees and charges.

b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. Client references
- list a minimum of two clients whose scope of work most closely reflects that mentioned in the statement of solicitation, including municipal clients.

Information shall include at a minimum: Client name address, location, scope, value and level of services provided, and reference contact information (name and phone number).

c. Provide a history of third-party billing and collection success expressed as a percentage of overall billing, volume and rate of return. Please describe any issues involving billing procedures and how your company addressed them, i.e., coding, communication, patient identification and information data retrieval, medicare/medicaid reimbursement, private insurance, etc. Please describe all billing related pitfalls you have encountered and how your company addressed those issues.

d. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.

e. Financial Stability: provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

## 5. Selection Procedures

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, include background and qualifications, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

## 6. Inquiries

Direct all inquiries regarding the proposal process or proposal submissions to:

Town Clerk
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901
**631-727-3200**

## IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

### GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by:

_____

Title: ___ _____

Date: __ _____

## V. GENERAL MUNICIPAL LAW - SECTION 103-d

### Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

(A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;

(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;

(C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: ___ _____

Date: __ _____

Affix corporate seal if contractor is a corporation.

## VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

## Section A.

1. Name of Offeror/Organization: _____

2. Main Office Address:_____

3. When Organized: _____

4. If a Corporation, Indicate State Incorporated In: _____

5. NAME OF PARTNERS HOME ADDRESS OF PARTNERS

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an
amount of 5% or more? Yes/No ____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name: Contact Person (Name and Phone Number):

Amount of Contract: Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____

2. Have you ever defaulted on a contract? Yes/No_____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No_____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number Title

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No_____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night:_____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement

Section D.

('Delete phrases that are not applicable)

I, _____ the '(applicant herein),

(an officer or agent of the corporate applicant) namely its _____.(list

corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

| NAME | ADDRESS | DATE OF BIRTH |
|---|---|---|

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

| NAME | RELATIONSHIP | NAME/POSITION OF EMPLOYEE/OFFICER |
|---|---|---|

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By:_____

08.07.12 **ADOPTED**
120620

**TOWN OF RIVERHEAD**

**Resolution # 620**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FAMILY SERVICE LEAGUE FOR EMPLOYEE ASSISTANCE PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS,** The Town of Riverhead wishes to provide Town of Riverhead employees voluntary professional assistance with personal problems that may affect work performance, relationships with co-workers, health or safety; and

**WHEREAS,** Family Service League, Inc. has the qualifications, experience and resources to provide such services to all enrolled employees of the Town of Riverhead and their families; and

**WHEREAS,** the Town of Riverhead wishes to utilize the qualifications, experience and resources of Family Service League, Inc. regarding the Employment Assistance Program for all Town of Riverhead employees and their families.

**NOW, THEREFORE, BE IT RESOLVED,** that the Supervisor is hereby authorized to execute an agreement with Family Service League, Inc. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

**RESOLVED,** that the Town Clerk is hereby directed to forward a copy of this resolution to Dr. Karen Martin, 790 Park Avenue, Huntington, NY 11743; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

# CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the day of August, 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 FAMILY SERVICE LEAGUE, with a principal place of business at 790 Park Avenue, Huntington, NY 11743 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES
During the term of this Agreement, Consultant shall furnish the services set forth in "Schedule A" attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. In the event there is a conflict between the terms of this Agreement and the attached "Schedule A", the terms of the Agreement shall control.

2. TERM OF AGREEMENT
The Agreement shall commence on July 1, 2012, and terminate on December 31, 2012.

3. PAYMENT
For these services, Town will pay Consultant a fixed fee of $2,500.00 as set forth in "Schedule A". The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

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

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In the event this Agreement is terminated before term expiration Town shall be entitled to a pro-rated refund based upon the number of months remaining in the term in relation to the fee for services.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dr. Karen Martin, Family Service League, Inc., 790 Park Avenue, Huntington, NY 11743.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

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

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

14. DISCLOSURE

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

15. DISPUTES

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

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

| | |
|---|---|
| _____ | _____ |
| By: Sean M. Walter, Town Supervisor<br>TOWN OF RIVERHEAD | By: Karen Boorshtein, Executive Director<br>FAMILY SERVICE LEAGUE |
| DATE: | DATE: |

# EMPLOYEE

# ASSISTANCE

# PROGRAM

**Prepared For**

**Town of Riverhead**
**210 Howell Avenue**
**Riverhead, NY11901**

July 1, 2012 – December 31, 2012

Contact: Dr. Karen Martin – 631-288-1954 ext. 240
Robyn Berger-Gaston, LCSW-R-631-369-0104

## THE AGENCY/PROGRAM

***The Family Service League providing professional counseling and diverse human services to individuals and families in need.***

The **E**mployee **A**ssistance **P**rogram is a confidential evaluation and referral source providing professional assistance to employees whose personal problems may be affecting work performance, relationship with co-workers, health or safety. Employees who are emotionally upset, substance dependent, or distracted by matters beyond their coping skills, can disturb the business process.

A variety of problems can interfere with work performance and personal life:

- Emotional distress
- Family and Marital Crisis
- Alcohol and Drug Dependency
- Financial Problems
- Medical Concerns

Established in 1926, Family Service League, Inc. has been providing diverse human services that include treatment, case management, educational, crisis intervention and supportive services through its 45 programs at 24 locations throughout Suffolk County. As a multi-service agency, we provide quality professional therapy with a broad network that provides a continuum of care. Specialized services include substance abuse treatment and prevention, mental health services, family violence and child abuse services, and youth and family services.

### CLIENT POPULATION

All enrolled employees (approximately 180) and their families of the Town of Riverhead.

### PROPOSED SERVICES:

**FAMILY SERVICE LEAGUE**– will provide:

*Client Assessment:*

- One session with client
- Provide assessment and referral services for employee and family members.
- If further or specialized treatment is necessary, Family Service League will make recommendations for appropriate referrals within its programs or to an outside resource.

*Training and Seminars:*

- In-Service training and seminars to be offered at the request of the Town of Riverhead.
- Included as part of the existing contract (2) two seminars will be provided at the request of authorized person of the Town of Riverhead.
- Additional seminars/workshops will be negotiated for an additional fee. (Focus of presentations to be agreed upon by the Town of Riverhead and the Administrative Director of Family Service League)

*Utilization Report:*

- Annual utilization reports

*Appropriate space at Family Service League and Family Counseling Services locations:*

- Reception Area
- Small office space for individual sessions
- Large office space for group sessions
- Telephone – fully functioning for incoming and outgoing calls

Substance Abuse Professional:

- Any client holding a position requiring a CDL referred by the Town of Riverhead due to substance and/or alcohol abuse/misuse will be provided with a list of referrals to a Substance Abuse Professional (SAP) for clearance.

*Informational/Educational Materials include:*

- Brochure, fliers and posters re: EAP Program and FSL / FCS Services

***At this time, Family Service League accepts Empire NYSHIP Insurance. Should this change, Family Service League will immediately notify the Town of Riverhead.***

**THE TOWN OF RIVERHEAD** – will provide:

*Referrals to the EAP program:*

- A listing of Family Service League / Family Counseling Services and locations in their employee handbook

**REFERRAL PROCEDURES:**

Employees may decide to come to the EAP on their own, or a friend or colleague may suggest the EAP program as a resource. Supervisors are strongly encouraged to recommend the services to individuals with personal problems which interfere with job performance.

*Town Referral*

Designated staff of the Town of Riverhead may refer a staff member by:

- Filling out referral form provided y the Town of Riverhead to be faxed to Westhampton Beach (631-288-1955) attention Dr. Karen Martin

- Calling Family Service League in Riverhead (631-369-0104) requesting to speak with Robyn Berger-Gaston.

*Self Referral*

EAP Members may:

- Call Family Service League in Westhampton Beach (631-288-1954) or Riverhead (369-0104) requesting services. All voluntary callers wishing to use the EAP program must ask to speak with Dr. Karen Martin at ext. 240 or Robyn Berger-Gaston and identify themselves as an employee of Riverhead Town

**CONFIDENTIALITY:**

**All contacts with Employee assistance Program are strictly confidential and information will not be disclosed without the client's written consent. EAP records do not go into any personnel or medical files. Records kept by the treatment agency come under the agency's policies and are not part of the EAP.**

***Please Note: Participation in this program is voluntary. The client must confirm their willingness to attend***

**FEES AND CO-PAY**

The Town of Riverhead will enter into a (6) six month contract with Family Service League with payment of $2,500 to be paid at the beginning of the contractual period January 1, 2012. At the conclusion of the contractual period, the contract will be re-evaluated by both the Town of Riverhead and Family Service League and considered for renewal. At the time of contract renewal July 1, 2012, $2,500 will be paid by the Town of Riverhead to Family Service League for the remainder of the year July 1, 2012 through December 31, 2012.

If an employee is referred for continuing services, either at Family Service League or other appropriate services, insurance benefits and co-pay will be applicable.

Town of Riverhead Employee Assistance Program

Suggested 2012 Seminar/Workshops

Please be aware that these are simply suggestions. We will be happy to discuss any ideas you may have to meet the needs of your employees.

Workplace Violence

Workplace Sexual Harassment

Effective Communication Skills

Effective Supervisory Communication Skills

Anger Management

Personal/Professional Boundaries

Balancing Work and Family Life

Relaxation & Rejuvenation During the Work Day

Alcohol & Substance Abuse Prevention

Creating a Positive Work Environment

Positive Thinking in the Workplace

| Town of Riverhead | Family Service League, Inc. |
| --- | --- |

08.07.12 **ADOPTED**
120621

**TOWN OF RIVERHEAD**

**Resolution # 621**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH DANNY'S CESSPOOL SERVICE, INC. FOR REMOVAL OF ALL RUBBISH, WEEDS, GRASS AND/OR RANK VEGETATION IN EXCESS OF TEN (10) INCHES UPON REAL PROPERTY KNOWN AS 432 EAST AVENUE, RIVERHEAD, NEW YORK PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** by Resolution No. 289 adopted by the Riverhead Town Board on April 17, 2012, the Town Fire Marshal was directed to facilitate the removal of all rubbish, as well as weeds, grass and/or rank vegetation in excess of ten (10) inches at the real property designated as 432 East Avenue, Riverhead, New York, a/k/a SCTM #0600-126.00-04.00-048.000, owned by Charles Mason and wife, using Town general funds; and

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

**NOW, THEREFORE, BE IT RESOLVED,** that the Supervisor is hereby authorized to execute an agreement with Danny's Cesspool Service, Inc. to remove and dispose of all debris and rubbish on site and supply and install sufficient clean fill material in an amount to fill in the basement area of the remaining structure and level the entire site such that the property shall be left in a safe condition in an amount not to exceed $6,000.00; and be it further

**RESOLVED,** that the Town Clerk is hereby directed to forward a copy of this resolution to Daniel J. Watts, President, Danny's Cesspool Service, Inc., 229 Horton Avenue, Riverhead, NY 11901, Town Financial Administrator, Fire Marshal, and Engineering Department; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the _____ of _____, 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 Danny's Cesspool Service, Inc., 229 Horton Avenue, Riverhead, New York, 11901, a corporation existing under the laws of the State of New York (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES
During the term of this Agreement, Consultant shall furnish the following services:

At a location known as 432 East Avenue, Riverhead, SCTM No. 600-126-4-48.

Consultant shall:

a. Remove and dispose of all debris on site.
b. Supply and install sufficient clean fill material in an amount that shall fill in the basement area of the remaining structure and level the entire site such that the property shall be left in a safe condition.

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 or about August 8, 2012.

3. PAYMENT
For these services, Town will pay Consultant a maximum fee of Six Thousand Dollars ($6,000.00) subject to confirmation of approved vendor status and proper completion of all vendor packet paperwork. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts.

Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15

days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Daniel J. Watts, President, Danny's Cesspool Service, Inc., 229 Horton Avenue, Riverhead, New York 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 or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance in the amount of one million dollars per occurrence and two million dollars in the aggregate and shall name the Town of Riverhead as an "additional insured" regarding the scope of work in this contract 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 its terms.

The Consultant agrees to comply with "Prevailing Wage Rate" set forth in the New York State Labor Law which requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices.

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

| | |
|---|---|
| _____ | _____ |
| By: Sean M. Walter, Supervisor<br>TOWN OF RIVERHEAD | By: Daniel J. Watts, President<br>DANNY'S CESSPOOL SERVICE, INC. |
| DATE: | DATE: |

08.07.12 **ADOPTED**
120622

**TOWN OF RIVERHEAD**

**Resolution # 622**

**APPROVES THE CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC (Octoberfest - Beer & Wine Festival – September 8th and 9th, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** on July 18, 2012, Martha Clara Vineyards, LLC submitted a Chapter 90 Application for the purpose of conducting an event entitled "Octoberfest - Beer & Wine Festival" to be held on their property located at 6025 Sound Avenue, Riverhead, New York, on Saturday, September 8, 2012 and Sunday, September 9, 2012 between the hours of 1:00 p.m. and 5:00 p.m.; and

**WHEREAS,** Martha Clara Vineyards, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**WHEREAS**, the applicable Chapter 90 Application fee has been paid.

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

**RESOLVED**, that the Chapter 90 Application of Martha Clara Vineyards, LLC for the purpose of an event entitled "Octoberfest - Beer & Wine Festival" to be held on their property located at 6025 Sound Avenue, Riverhead, New York, on Saturday, September 8, 2012 and Sunday, September 9, 2012 between the hours of 1:00 p.m. and 5:00 p.m. is hereby approved; and be it further

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

**RESOLVED,** that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

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

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

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120623

**TOWN OF RIVERHEAD**

**Resolution # 623**

**APPROVES THE CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC (Overflow Tent – July 20, 2012 through September 14, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** on July 18, 2012, Martha Clara Vineyards, LLC submitted a Chapter 90 Application for the purpose of accommodating the tasting room overflow to be held under a tent at 6025 Sound Avenue, Riverhead, New York, on July 20, 2012 through September 14, 2012, between the hours of 11:00 a.m. and 7:00 p.m.; and

**WHEREAS,** Martha Clara Vineyards, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED**, that the Chapter 90 Application of Martha Clara Vineyards, LLC for the purpose of accommodating the tasting room overflow to be held under a tent at 2065 Sound Avenue, Riverhead, New York, on July 20, 2012 through September 14, 2012, between the hours of 11:00 a.m. and 7:00 p.m. is hereby approved; and be it further

**RESOLVED,** that the necessary tent permit(s) must be obtained and the tent

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

**RESOLVED,** that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

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

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

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to Martha Clara Vineyards, LLC, Attn: Juan E. Micieli-Martinez, 6025 Sound Avenue, Riverhead, New York, 11901, Police Chief David Hegermiller and the Office of the Fire Marshal; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120624

**TOWN OF RIVERHEAD**

**Resolution # 624**

**APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON**
**(Tent Sale – August 8th through August 21st, 2012**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS,** on July 18, 2012, PC Richard & Son submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on August 8th through August 21st, 2012, between the hours of 9:00 a.m. and 9:00 p.m.; and

**WHEREAS,** PC Richard & Son has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**NOW THEREFORE BE IT RESOLVED,** that the application of PC Richard & Son for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on August 8th through August 21st, 2012 between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

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

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

State; and be it further

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

**RESOLVED,** that the applicable Chapter 90 Application fee has been paid; and be it further

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120625

**TOWN OF RIVERHEAD**

**Resolution # 625**

**DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION: PHASE I HORTON AVENUE HAZARD MITIGATION GRANT AND PLAN**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** the Town of Riverhead, particularly the streets and homes located in the area of Horton Avenue, suffered severe flood damage due to torrential rains during storms in March and April of 2010 and as a result of such storms the area was declared a major Federal Disaster Area; and

**WHEREAS,** many of the homes located with the Federal Disaster Area were rendered uninhabitable due to the flood damage and, after evaluation and inspection of the subject area, it was determined that the occurrence of subsequent significant rain events would have a similar devastating impact on homes and properties in this area; and

**WHEREAS,** the Town of Riverhead, with the assistance of the County of Suffolk, made application to Federal Emergency Management Administration (NYSOEM/FEMA regarding HMGP-1899) for grant monies to enable the Town and County to assist those individuals who suffered significant hardship and loss to homes and property due to the unprecedented flooding events described above; and

**WHEREAS,** in order to facilitate, manage, and adhere to the NYS Office of Emergency Management grant requirements, the County of Suffolk and Town of Riverhead agreed to enter into a cooperative inter-municipal agreement pursuant to Section §119-o of the General Municipal Law of the State of New York setting forth the "match" of funds to be provided by the respective governments to demonstrate financial feasibility of the project and allocation of resources to complete the different phases of the project; and

**WHEREAS,** the grant awarded under NYSOEM/FEMA regarding HMGP-1899 and the inter-municipal agreement pursuant to Section §119-o of the General Municipal describe a plan of action to implement immediate (Phase I) and possible long term measures (Phase II) to address the issues identified above; and

**WHEREAS,** the Phase I consists of the initial acquisition and demolition of flood damaged homes with restoration of the subject properties and Phase II consists of the eventual institution of various stormwater management practices including alterations to the tributary land of the Horton Avenue flood area and to the restored properties; and

**WHEREAS,** the Federal Emergency Management Agency (FEMA) requires additional information on Phase II but has determined that as and for Phase I the plan for acquisition, demolition of flood damaged homes with restoration of the subject properties complies with regulatory requirements and can be approved at this time and directs that the Town and County proceed expeditiously to advance the project's aims; and

**WHEREAS,** Phase I would acquire seven properties with potential acquisition of three more all totaling about three acres which acquisition is an Unlisted action pursuant to SEQR law (6 NYCRR Part 617) and would not require a coordinated environmental review; and

**WHEREAS,** the demolition of homes, disposal of debris and decommissioning of all sanitary systems and underground oil storage tanks will be carried out in full accord with all pertinent governing statutes and the then restored homesites would represent an improved environmental condition of the land and would meet the goals of County and State hazard mitigation plans by avoiding property damage and risk of loss to development and persons by flooding and the government costs associated with response to flood events, which result has an undeniably positive impact on the natural and social environment; and

**NOW THEREFORE BE IT RESOLVED,** that the Town Board of the Town of Riverhead declares itself to be the lead agency in the SEQR review of Phase I of the Horton Avenue Hazard Mitigation Grant and Plan which it classifies as an Unlisted action; and

**BE IT FURTHER RESOLVED,** that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared; and

**BE IT FURTHER RESOLVED,** that the Planning Department be directed to prepare a negative declaration of significance pursuant to Part 617.7 and .12; and

**BE IT FURTHER RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and the Town Attorney; and

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120626

**TOWN OF RIVERHEAD**

**Resolution # 626**

**CLASSIFIES ACTION AND DECLARES LEAD AGENCY ON SPECIAL PERMIT OF ROSA'S CAFÉ AND CALLS PUBLIC HEARING**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** the Riverhead Town Board is in receipt of a special permit petition from Roberto Marroquin, president Rosa's Café, Inc. (dba Michelle's Café) pursuant to Section 108-298B.(3) and Article XXVIA. of the Riverhead Town Code to undertake internal renovations of existing construction to operate a tavern on a 2,383sq.ft. parcel zoned Downtown Center-1 (DC-1); such property more particularly described as SCTM 0600-128-3-39, and

**WHEREAS,** a Short Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

**WHEREAS,** the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(7) as construction of a nonresidential facility of less than 4,000sq.ft. gross floor area and not involving a change of zone or use variance, and

**WHEREAS,** pursuant to 617.3(f), 617.5(a) and 617.6(a)(1)(i), agency SEQR responsibilities end with this designation with no significance determination being necessary, and

**WHEREAS,** the Town Board desires to proceed with the requisite public hearing, now

**THEREFORE, BE IT RESOLVED,** that the Riverhead Town Board declares the special permit petition of Rosa's Cafe to be a Type II action for the purposes of SEQR compliance, and

**BE IT FURTHER RESOLVED,** that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's council Jonathan D. Brown, P.C. 737 Roanoke Avenue Riverhead, NY 11901 and is directed to publish and post the following notice of public hearing in the August 16, 2012 issue of the Riverhead 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

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 5th day of September, 2012 at 2:20 o'clock p.m. to consider the special use permit of Rosa's Café, Inc. (dba Michelle's Café) to undertake internal renovations of existing construction to operate a tavern on a 2,383sq.ft. parcel zoned Downtown Center-1 (DC-1) pursuant to Section 108-298B.(3) and Article XXVIA of the Riverhead Town Code; such property being located at 155 Griffing Avenue Riverhead, New York and more particularly described as SCTM 0600-128-3-39.

Dated: Riverhead, New York
August 7, 2012

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

08.07.12 **ADOPTED**
120627

**TOWN OF RIVERHEAD**

**Resolution # 627**

**APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION (Polish Town Street Fair and Festival – August 17th, 18th and 19th, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** on March 30, 2012, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting their annual "Polish Town Street Fair and Festival" to include a carnival, to be held on Pulaski Street, Osborne Avenue, Hallett Avenue and Lincoln Street, Riverhead, New York, on the following dates and times:

| | |
|---|---|
| Friday, August 17, 2012 | 6:00 p.m. to 10:00 p.m. (Carnival only) |
| Saturday, August 18, 2012 | 10:00 a.m. to 6:00 p.m. – (Fair and Carnival) |
| | 10:00 a.m. to 10:00 p.m. (Carnival only) |
| Sunday, August 19, 2012 | 10:00 a.m. to 6:00 p.m. (Fair and Carnival); |

and

**WHEREAS**, the Polish Town Civic Association has completed a Long Form Chapter 90 Application and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS,** the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

**WHEREAS**, certificates of insurance containing acceptable coverage and limits has been received naming the Town of Riverhead as an additional insured; and

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

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

**RESOLVED,** that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting their annual "Polish Town Street Fair and Festival" to include a carnival, to be held on Pulaski Street, Osborne Avenue, Hallett Avenue and Lincoln Street, Riverhead, New York, on the aforementioned dates and times is hereby approved; and be it further

**RESOLVED,** that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

**RESOLVED,** that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at or in locations and by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

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

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

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

**RESOLVED,** that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, "Noise Control" of the Riverhead Town Code; and be it further

**RESOLVED,** that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to the applicant's not-for-profit status; and be it further

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

the “pre-opening” inspection appointment; and be it further

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120628

**TOWN OF RIVERHEAD**

**Resolution # 628**

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED,** the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 64 entitled, "Fire Prevention" of the Riverhead Town Code once in the August 16, 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

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 5th day of September, 2012 at 2:05 o'clock p.m. to amend Chapter 64, entitled "Fire Prevention" of the Riverhead Town Code.

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

CHAPTER 64

Fire Prevention

**§ 64-9. Fire-prevention permit fees.**

(n) Tents. Applicants for permits to erect a tent on commercial/industrial properties will be required to submit a certificate that the tent is made of flame-resistive materials. The fee shall be as follows:

First tent 400 to 1,000 sq. ft. - $175.00;
First tent 1,000 to 5,000 sq. ft. - $200.00;
First tent 5,000 to 10,000 sq. ft. - $225.00;
First tent 10,000 sq, ft. or greater $250.00;
Each additional tent $125.00.

(o) Operational permits for any other use, process or operation as required by the New York State code: $50.

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

Dated: Riverhead, New York
August 7, 2012

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

**DIANE M. WILHELM,** Town Clerk

08.07.12 **ADOPTED**
120629

**TOWN OF RIVERHEAD**

**Resolution # 629**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RIDER TO MUNICIPAL COOPERATION AGREEMENT RENEWAL NO. 3 WITH THE RIVERHEAD CENTRAL SCHOOL DISTRICT REGARDING UNLEADED FUEL SERVICES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by Resolution #528 adopted by the Riverhead Town Board on July 3, 2012, the Supervisor was authorized to enter into a Municipal Cooperation Agreement Renewal No. 3 with the Board of Education, Riverhead Central School District for the use of unleaded fuel services for Riverhead Central School District designated auxiliary vehicles and equipment; and

**WHEREAS**, such Agreement with the Riverhead Central School District requires an amendment to increase the charges for installation of fuel point module to $126.00 per vehicle and t-ring to $22.00 per vehicle.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Rider to Municipal Cooperation Agreement Renewal No. 3 with the Riverhead Central School District in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Christine Schnell, Purchasing Agent, Riverhead Central School District Renewal No. 3, 700 Osborn 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**RIDER TO MUNICIPAL COOPERATION AGREEMENT RENEWAL NO. 3 EFFECTIVE JULY 1, 2012 TO JUNE 30, 2013 BETWEEN THE BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT AND THE TOWN OF RIVERHEAD**

The parties hereby agree that this Municipal Cooperation Agreement is hereby amended to reflect an increase in costs, effective as of July 1, 2012, regarding the following items:

1. Fuel Point Module: $126.00 per vehicle
2. T-Ring: $ 22.00 per vehicle

All other terms and conditions set forth in the existing Municipal Cooperation Agreement shall remain in full force and effect.

**RIVERHEAD CENTRAL SCHOOL DISTRICT**

By: _____
Ann Cotten-DeGrasse, President, Board of Education

Date: _____

**TOWN OF RIVERHEAD**

By: _____
Sean M. Walter, Town Supervisor

Date: _____

08.07.12 **ADOPTED**
120630

**TOWN OF RIVERHEAD**

**Resolution # 630**

**AUTHORIZATION FOR BUILDING DEPARTMENT TO WAIVE APPLICATION FEES FOR EAST END ARTS COUNCIL SIGNS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS,** the East End Arts Council is a 501(c)3 not-for-profit organization, whose mission is to bring the arts to Town residents through support, advocacy and education; and

**WHEREAS,** the East End Arts Council operates an art gallery and School of the Arts, offering instruction to residents and non-residents of all ages and abilities in the arts, music and theatre; and

**WHEREAS,** the East End Arts Council has hosted and sponsored numerous cultural events and exhibitions to benefit all residents of the community and improve the downtown business district; and

**WHEREAS,** the East End Arts Council has submitted two (2) applications to the Building Department for permission to replace signs: one sign to replace existing sign in front of the East End Arts Gallery at 133 East Main Street, Riverhead, NY; and another sign to replace existing sign in front of East End Arts School at 141 East Main Street, Riverhead, NY, for the purpose of promoting the arts and advertising art creations for sale to support East End Arts Council's mission and requested waiver of the application fee; and

**WHEREAS,** the Architectural Review Board reviewed the applications for signage and made recommendations to the Building Department; and

**WHEREAS,** the East End Arts Council has expressed willingness to incorporate and adhere to recommendations and requirements of Building Department and Architectural Review Board, including size and lettering; and

**WHEREAS,** the Town Law § 64(17-b) authorizes the Town Board to promote the cultural development of the residents of the community by appropriating and expending funds for promotion of the literary, graphic, dramatic and performing arts through demonstrations, performances and exhibits of art and art forms; and

**WHEREAS,** the Town Board recognizes and commends the East End Arts Council and all its members for the dedication and efforts to bring the arts to the Riverhead community, including Community Mosaic Street Painting Festival, Harvest Gospel Concert Series and Winter Jazz on the Vine and seeks to support the East End Arts Council; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Board of the Town of Riverhead authorizes the Building Department to waive the application fees for the proposed signs for the purpose of promoting the arts and advertising art creations for sale to support East End Arts Council's mission subject to such conditions of approval as required by the Building Department as referenced above; and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to The East End Arts Council, 133 E. Main St., Riverhead, Building Department, and Architectural Review Board, and be it further

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

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120631

**TOWN OF RIVERHEAD**

**Resolution # 631**

**CLASSIFIES ACTION ON SPECIAL PERMIT OF OTTOMAN ENTERPRISES, INC. II AND CALLS PUBLIC HEARING**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS,** the Riverhead Town Board is in receipt of a special permit petition from Ottoman Enterprises, Inc. II pursuant to Section 108-51A. of the Riverhead Town Code to demolish and reconstruct an existing gas station and convenience store on a 0.48ac. parcel zoned Industrial C (IC); such property more particularly described as SCTM 0600-124-3-21.1, and

**WHEREAS,** a Full Environmental Assessment Form and supporting documentation were submitted as part of the petition, and

**WHEREAS,** the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(7) as construction or expansion of a nonresidential facility by less than 4,000sq.ft. gross floor area and not involving a change of zone or use variance, and

**WHEREAS,** pursuant to 617.3(f), 617.5(a) and 617.6(a)(1)(i), agency SEQR responsibilities end with this designation with no significance determination being necessary, and

**WHEREAS,** the Town Board desires to proceed with the requisite public hearing, now

**THEREFORE, BE IT**

**RESOLVED,** that the Riverhead Town Board declares the special permit petition of Ottoman Enterprises, Inc. II to be a Type II action for the purposes of SEQR compliance, and

**BE IT FURTHER**

**RESOLVED,** that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's council Keith Brown, Esq., Brown and Altman, LLP, 510 Broadhollow Road, Suite

110, Melville, NY 11747 and is directed to publish and post the following notice of public hearing in the August 16, 2012 issue of the Riverhead 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 ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**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 Ave., Riverhead, New York on Wednesday September 5, 2012 at 2:10PM to consider the special use permit of Ottoman Enterprises, Inc. II to demolish and reconstruct an existing gas station and convenience store on a 0.48ac. parcel zoned Industrial C (IC); such property being located at 626 West Main Street Riverhead, New York and more particularly described as SCTM 0600-124-3-21.1.

Dated: Riverhead, New York
August 7, 2012

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

08.07.12 **ADOPTED**
120632

**TOWN OF RIVERHEAD**

**Resolution # 632**

**AUTHORIZES PUBLICATION OF PUBLIC HEARING NOTICE FOR USE OF MUNICIPAL FACILITY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board wishes to comply with the spirit and letter of Town Law Section 64(7); and

**WHEREAS**, Section 64(7) requires a public hearing before a Town Board may grant the right to use streets, highways and public places; and

**WHEREAS,** Denise Lucas of MTAS has requested permission to use the skate park at Stotsky Park to host a BMX Show on September 22, 2012 with an admission fee of $3.00.

**NOW, THEREFORE BE IT RESOLVED**, that a public hearing will be held on the 5th day of September, 2012 at 2:25 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, at which time all individuals wishing to discuss the use of town property by Denise Lucas may be heard; and

**BE IT FURTHER, RESOLVED, t**hat the Town Clerk be and is hereby directed to publish the attached notice in the August 16, 2012 issue of the official newspaper and to post same on signboard in Town Hall.

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

**TOWN OF**
**RIVERHEAD PUBLIC**
**NOTICE**

**USE OF MUNICIPAL FACILITIES**

PLEASE TAKE NOTICE, that pursuant to a resolution of the Town Board of the Town of Riverhead duly adopted on August 7, 2012, a public hearing will be held on the 5th day of September, 2012, at 2:25 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the granting of the right to use the Skate Park, Stotsky Park, Riverhead, New York 11901, as follows:

Name of Organization: Riverhead MTAS Inc.
Name of Contact: Ms. Denise Lucas
Date(s) of Grant: September 22, 2012 (Rain Date – September 23, 2012)
Purpose of Grant: BMX Expo/Competition.
Fee/Admission Charge: Free Admission/$20 entry fee to contestants.

Dated: August 7, 2012
Riverhead, New York

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

08.07.12 **ADOPTED**
120633

**Town of Riverhead**

**Resolution # 633**

**AUTHORIZES COMMUNITY DEVELOPMENT DEPARTMENT TO PREPARE GRANT APPLICATIONS FOR NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION CLEAN VESSEL ASSISTANCE FUNDING AND AUTHORIZES SUPERVISOR TO SIGN CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** the Town of Riverhead provides boat pumpout facilities for marine waste holding tanks and portable toilets free of charge in order to reduce effluent into the Peconic Bay to improve the water quality in this area; and

**WHEREAS,** the facilities include a pumpout boat that patrols the town's waterways, as well as two stationary facilities (Downtown Riverfront Dock and East Creek Facility in Jamesport); and

**WHEREAS,** the service has been very successful in protecting the environment of Riverhead's portion of the Peconic Estuary; and

**WHEREAS,** the Town of Riverhead desires to ensure that service at the stationary facilities remain uninterrupted at all times and can protect the service by having an extra engine on hand.

**WHEREAS,** at present the Town of Riverhead receives annual funding of up to $9,000 ($5,000 for the boat and $2,000 per land-based facility) from New York State Department of Environmental Conservation (DEC) towards the operation and maintenance of this service; and

**WHEREAS,** the New York State Environmental Facilities Corporation Clean Vessel Assistance Program has funding available to pay 75% of the cost of a new engine; and

**WHEREAS,** the Town of Riverhead has received two quotes for said engine, including one for $9,886.30; and

**WHEREAS,** if funding is approved by both New York State Environmental Facilities Corporation Clean Vessel Assistance Program for $7,414.73, the Town of Riverhead match would be $2,471.57.

**THEREFORE, BE IT FURTHER RESOLVED,** that the Town Board authorizes the Community Development Department to prepare said application and for the Supervisor to sign said grant application to New York State Environmental Facilities Corporation Clean Vessel Assistance Program and to include a town match of up to $2,471.57.

**THEREFORE, BE IT FURTHER RESOLVED,** that the Town Clerk shall provide a copy of this resolution to the Community Development Department Director Chris Kempner and Town Engineer Ken Testa.

**THE VOTE**

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

08.07.12 **ADOPTED**
120634

**TOWN OF RIVERHEAD**

**Resolution # 634**

**AUTHORIZES THE TOWN OF BROOKHAVEN TO ERECT A MAXIMUM OF FOUR PUBLIC INFORMATION SIGNS AT THE WADING RIVER DUCK PONDS REGARDING WATERFOWL FEEDING PROHIBITION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Brookhaven is currently completing a dredging project at the Wading River Duck Ponds for the purpose of improving water quality; and

**WHEREAS,** Waterfowl effluent is a contributing factor in the degradation of water quality; and

**WHEREAS,** the Wading River Duck Ponds attract an inordinate amount of waterfowl caused by human feeding; and

**WHEREAS,** human feeding of waterfowl can cause water quality degradation, poor nutrition, unnatural behavior, overcrowding, spread of disease, pollution and delayed migration; and

**WHEREAS,** the Town of Brookhaven wishes to install a maximum of four waterfowl feeding prohibition public information signs at their sole cost and expense as delineated in form and content in the attached Schedule-A in designated locations on Town of Riverhead property delineated in Schedule-B, the attached aerial photo, measuring 18 inches by 24 inches, metal on metal post, maximum height six feet, for the purpose of educating the public on the ramifications of feeding waterfowl as stated above; and

**WHEREAS,** Riverhead Town Code section 108-56(F)(10) allows for the erection of public information signs without a permit in any use district.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Brookhaven is authorized to erect a maximum of four (4) public information signs, at their sole cost and expense, as delineated in form and content in the attached Schedule-A, in designated locations on Town of Riverhead property delineated in Schedule-B, measuring 18 inches by 24 inches, metal on metal post, maximum height six feet, for the purpose of educating the public on the ramifications of feeding waterfowl as 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.

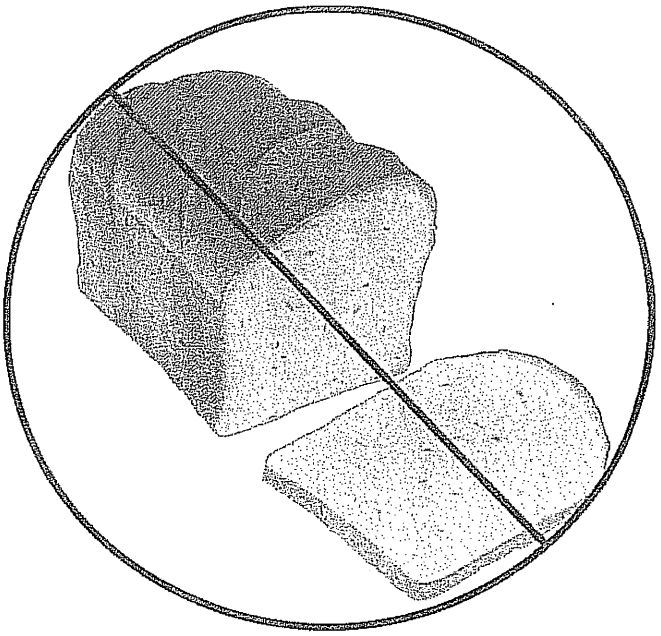
**THE VOTE**

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

The Resolution Was ☒Thereupon Duly Declared Adopted

Schedule-A

# Please ... don't feed waterfowl.



## FEEDNG CAN CAUSE:

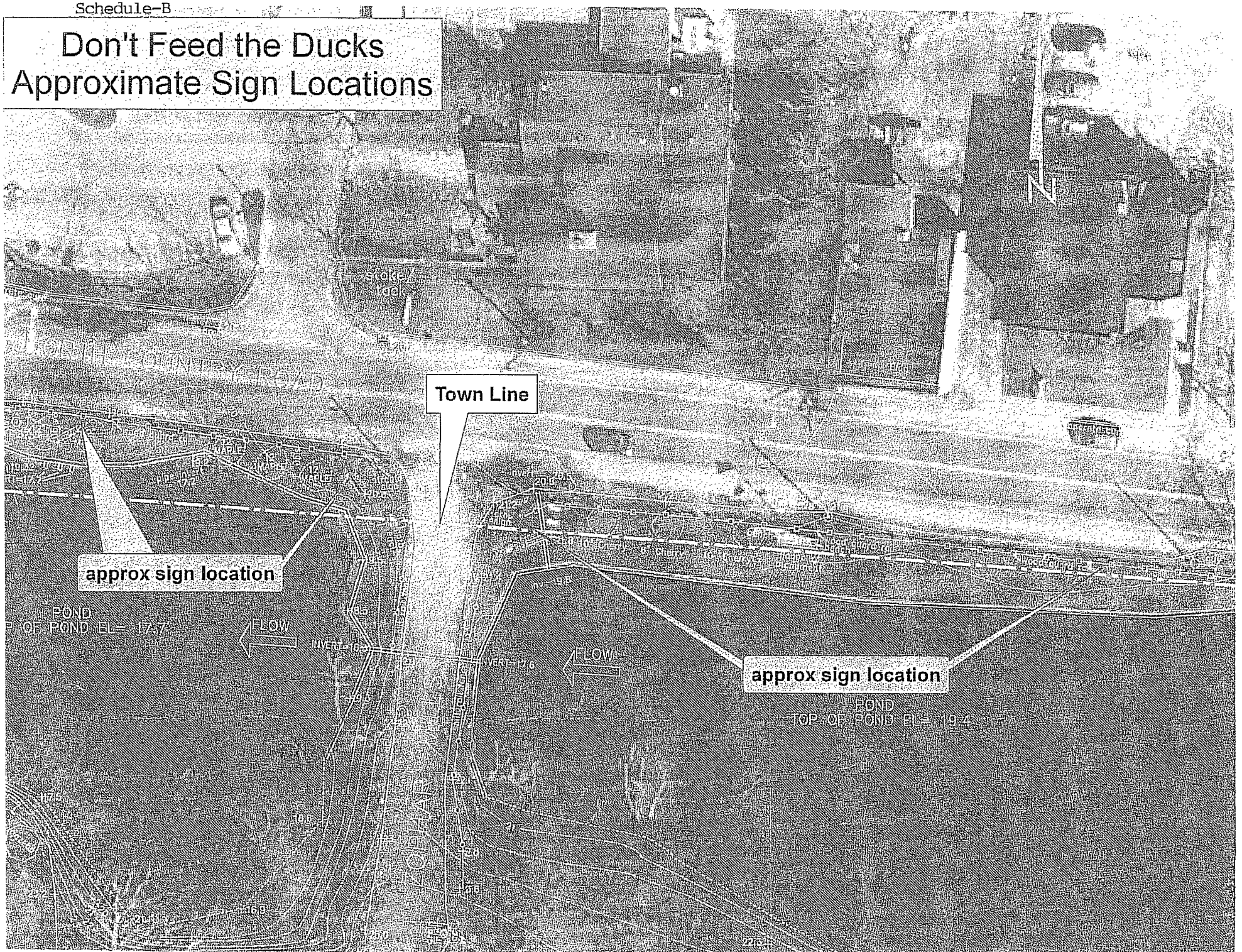
- Poor nutrition
- Unnatural behavior
- Overcrowding
- Spread of disease
- Pollution
- Delayed migration

Many people enjoy feeding waterfowl, but the effects of this seemingly generous act can be harmful to both the birds and our environment. Please stop feeding them and allow them to return to their natural behavior.

# Keep Wildlife Wild

Schedule-B

# Don't Feed the Ducks Approximate Sign Locations



08.07.12
120635

**ADOPTED**

# TOWN OF RIVERHEAD

## Resolution # 635

## PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

| | | | | | |
|---|---|---|---|---|---|
| ABSTRACT #12-28 July 19, 2012 (TBM 8/07/12) | | | | | |
| | | | | | |
| FUND NAME | | | | 7/19/2012 | GRAND TOTALS |
| | | | | | |
| | | | | | |
| GENERAL FUND | 1 | | | 382,580.68 | 382,580.68 |
| CHILD CARE CENTER BUILDING FUN | 9 | | | 51.25 | 51.25 |
| HIGHWAY FUND | 111 | | | 111,033.82 | 111,033.82 |
| WATER DISTRICT | 112 | | | 37,042.35 | 37,042.35 |
| RIVERHEAD SEWER DISTRICT | 114 | | | 17,879.61 | 17,879.61 |
| REFUSE & GARBAGE COLLECTION DI | 115 | | | 2,674.88 | 2,674.88 |
| STREET LIGHTING DISTRICT | 116 | | | 7,282.02 | 7,282.02 |
| PUBLIC PARKING DISTRICT | 117 | | | 1,120.05 | 1,120.05 |
| AMBULANCE DISTRICT | 120 | | | 83.7 | 83.7 |
| EAST CREEK DOCKING FACILITY FU | 122 | | | 2,285.24 | 2,285.24 |
| CALVERTON SEWER DISTRICT | 124 | | | 439.54 | 439.54 |
| RIVERHEAD SCAVANGER WASTE DIST | 128 | | | 10,507.33 | 10,507.33 |
| TOWN HALL CAPITAL PROJECTS | 406 | | | 14,072.99 | 14,072.99 |
| TRUST & AGENCY | 735 | | | 39,846.60 | 39,846.60 |
| | | | | | |
| TOTAL ALL FUNDS | | | | 626,900.06 | 626,900.06 |

**THE VOTE**

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

08.07.12
120635

**ADOPTED**

# TOWN OF RIVERHEAD

## Resolution # 635

## PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

| | | | | | |
|---|---|---|---|---|---|
| ABSTRACT #12-29 July 26, 2012 (TBM 8/07/12) | | | | | |
| | | | | | |
| FUND NAME | | | | 7/26/2012 | GRAND TOTALS |
| | | | | | |
| | | | | | |
| GENERAL FUND | 1 | | | 1,979,173.98 | 1,979,173.98 |
| RECREATION PROGRAM FUND | 6 | | | 44,758.05 | 44,758.05 |
| HIGHWAY FUND | 111 | | | 161,184.04 | 161,184.04 |
| WATER DISTRICT | 112 | | | 72,389.86 | 72,389.86 |
| RIVERHEAD SEWER DISTRICT | 114 | | | 53,033.90 | 53,033.90 |
| REFUSE & GARBAGE COLLECTION DI | 115 | | | 8,147.44 | 8,147.44 |
| STREET LIGHTING DISTRICT | 116 | | | 10,405.34 | 10,405.34 |
| BUSINESS IMPROVEMENT DISTRICT | 118 | | | 49.95 | 49.95 |
| AMBULANCE DISTRICT | 120 | | | 50,000.00 | 50,000.00 |
| EAST CREEK DOCKING FACILITY FU | 122 | | | 3,226.68 | 3,226.68 |
| CALVERTON SEWER DISTRICT | 124 | | | 953.40 | 953.40 |
| RIVERHEAD SCAVANGER WASTE DIST | 128 | | | 27,478.52 | 27,478.52 |
| CDBG CONSORTIUM ACOUNT | 181 | | | 702.56 | 702.56 |
| GENERAL FUND DEBT SERVICE | 384 | | | 1,095,277.79 | 1,095,277.79 |
| TRUST & AGENCY | 735 | | | 1,140,027.87 | 1,140,027.87 |
| COMMUNITY PRESERVATION FUND | 737 | | | 239,214.44 | 239,214.44 |
| | | | | | |
| TOTAL ALL FUNDS | | | | 4,886,023.82 | 4,886,023.82 |
| | | | | | |

**THE VOTE**

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

08.07.12
120635

**ADOPTED**

# TOWN OF RIVERHEAD

## Resolution # 635

## PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

| | | | | | |
|---|---|---|---|---|---|
| ABSTRACT #12-30 August 2, 2012 (TBM 8/07/12) | | | | | |
| | | | | | |
| | | | | | |
| FUND NAME | | | | 8/2/2012 | GRAND TOTALS |
| | | | | | |
| | | | | | |
| GENERAL FUND | 1 | | | 552,840.40 | 552,840.40 |
| POLICE ATHLETIC LEAGUE | 4 | | | 1,232.51 | 1,232.51 |
| RECREATION PROGRAM FUND | 6 | | | 26,952.33 | 26,952.33 |
| CHILD CARE CENTER BUILDING FUN | 9 | | | 3,580.75 | 3,580.75 |
| ANIMAL SHELTER DONATION FUND | 28 | | | 213.40 | 213.40 |
| RECREATION YOUTH COMMITTEE FUN | 31 | | | 90.00 | 90.00 |
| MULTI YEAR OPERATING GRANT FUN | 99 | | | 525.00 | 525.00 |
| HIGHWAY FUND | 111 | | | 151,689.31 | 151,689.31 |
| WATER DISTRICT | 112 | | | 97,329.08 | 97,329.08 |
| RIVERHEAD SEWER DISTRICT | 114 | | | 43,081.77 | 43,081.77 |
| REFUSE & GARBAGE COLLECTION DI | 115 | | | 3,167.39 | 3,167.39 |
| STREET LIGHTING DISTRICT | 116 | | | 9,034.78 | 9,034.78 |
| BUSINESS IMPROVEMENT DISTRICT | 118 | | | 11,915.97 | 11,915.97 |
| AMBULANCE DISTRICT | 120 | | | 6,747.07 | 6,747.07 |
| EAST CREEK DOCKING FACILITY FU | 122 | | | 1,435.49 | 1,435.49 |
| CALVERTON SEWER DISTRICT | 124 | | | 87.90 | 87.90 |
| RIVERHEAD SCAVANGER WASTE DIST | 128 | | | 27,580.46 | 27,580.46 |
| WORKERS' COMPENSATION FUND | 173 | | | 50,890.14 | 50,890.14 |
| RISK RETENTION FUND | 175 | | | 575.62 | 575.62 |
| MAIN STREET REHAB PROGRAM | 177 | | | 15,366.25 | 15,366.25 |
| TOWN HALL CAPITAL PROJECTS | 406 | | | 192,064.03 | 192,064.03 |
| WATER DISTRICT CAPITAL PROJECT | 412 | | | 254,416.25 | 254,416.25 |
| RIVERHEAD SEWER CAPITAL PROJEC | 414 | | | 857.96 | 857.96 |
| TRUST & AGENCY | 735 | | | 168,871.09 | 168,871.09 |
| CALVERTON PARK - C.D.A. | 914 | | | 10,931.26 | 10,931.26 |
| | | | | | |
| TOTAL ALL FUNDS | | | | 1,631,476.21 | 1,631,476.21 |
| | | | | | |

**THE VOTE**

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

08.07.12
120635

**ADOPTED**

# TOWN OF RIVERHEAD

## Resolution # 635

## PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

| | | | | | |
|---|---|---|---|---|---|
| ABSTRACT #12-31 August 6, 2012 (TBM 8/07/12) | | | | | |
| | | | | | |
| | | | | | |
| FUND NAME | | | | 8/6/2012 | GRAND TOTALS |
| | | | | | |
| | | | | | |
| BUSINESS IMPROVEMENT DISTRICT | 118 | | | 4,623.15 | 4,623.15 |
| | | | | | |
| TOTAL ALL FUNDS | | | | 4,623.15 | 4,623.15 |
| | | | | | |

**THE VOTE**

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

08.07.12 **ADOPTED**
120636

**TOWN OF RIVERHEAD**

**Resolution # 636**

**GRANTS EXCAVATION/ IMPORTATION PERMIT AS PROVIDED BY CHAPTER 62 TO THOMAS F GALLO**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS, Thomas F Gallo**, is the owner of the subject property located at 27 Hubbard Avenue, Riverhead, New York Suffolk County tax map number, 600- 131.-1-2.2 and

**WHEREAS,** Thomas F Gallo has petitioned the Town Board for an excavation/importation permit pursuant to Chapter 62 of the Riverhead Town Code for the importation of 15,056 cubic yard of soils for the regrading and enhance site drainage for ELV recycling facility as depicted on a survey dated July 16, 2012 prepared by Young & Young Land Surveyors and

**WHEREAS**, the Town Board has reviewed and considered the application for the aforementioned excavation permit, and

**WHEREAS,** the applicant's engineers, Thomas C Wolpert and Howard M Young, has submitted a map dated July 16, 2012 indication a total of 15,056 cubic yards of soil to be imported, and such importation of material will be supported by a manifest from the owner and approved by the Town of Riverhead Engineer and Building Department, and

**NOW THEREFORE BE IT**

**RESOLVED,** that based upon the forgoing, the Town Board hereby grants the importation permit requested by the applicant, such importation permit authorizing the importation of mot more than 15, 056 cubic yard of soils in accordance with the application and calculations of Young & Young Land Surveyors pursuant to map submitted with the application for excavation date July 16, 2012, and be it further,

**RESOLVED,** the Building Department is hereby authorized to accept and collect all excavation permit fees concurrently the Building Permit when issued, in

the amount of $30,112.00 dollars representing $2.00 per cubic yard for the importation of said soils, be it further

**RESOLVED**, that the excavation permit is condition upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday only, be it further,

**RESOLVED**, the applicant grants permission to the Town of Riverhead to randomly oversee the exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of the said project, be it further,

**RESOLVED**, that upon conclusion of the excavation operations that the applicant's engineer will provide certification to the Building Department confirming the total of 15,056 cubic yards that were installed on the property, and be it further,

**RESOLVED**, that all other provisions of Chapter 62 being hereby waived pursuant to Chapter 62.5, and be it further,

**RESOLVED,** that the Town Clerk be and is hereby authorized to forward a copy of this resolute to Thomas F Gallo, c/o Peter S Danowski, Esq., 616 Roanoke Avenue, Riverhead, NY 11901, the Building Department and that all Town Hall Departments may review and obtain a copy of this resolution from Doculex, and if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #636 was TAKEN OFF THE FLOOR.

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