

RESOLUTION LIST  
NOVEMBER 7, 2012  
CDA

Res. #15 Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as special counsel in connection with the lease/purchase and development of approximately 7.3 acres located within EPCAL by the YMCA of long island, inc. and authorizes the Supervisor to execute a retainer agreement regarding same

CDA

Res. #16 Authorizes the Supervisor to Execute Runway Use Agreement Addendum between Town of Riverhead Community Development and Altitude Express, Inc. D/B/A Skydive Long Island (Address Change)

RESOLUTION LIST

Res. #828 Closure of Bank Accounts in Capital One & Suffolk County National Bank

Res. #829 General Fund Budget Adjustment

Res. #830 General Fund Justice Court Budget Adjustment

Res. #831 General Fund Nutrition Department Budget Adjustment

Res. #832 Horton Avenue Open Space Capital Project Budget Adjustment

Res. #833 Riverhead Sewer Rehabilitation Budget Adjustment

Res. #834 2012 Law Enforcement Facility Improvement Project Budget Adjustment

Res. #835 Auction of Town's Disposed Assets (Cars)

Res. #836 Auction of Town's Disposed Assets

Res. #837 Water District Budget Adjustment

Res. #838 Street Lighting Budget Adjustment

Res. #839 CDBG 2012 Program Budget Adoption

Res. #840 Amendment to the Procurement Policy

Res. #841 Authorization to Publish Advertisement for 2012 or 2013 Type III Ambulance for the Town of Riverhead

- Res. #842 Street Lighting District Budget Adjustment
- Res. #843 Ratifies the Appointment of a Call-In Recreation Bus Driver to the Recreation Department (Mary Hopkins)
- Res. #844 Appoints Part-Time Call-In Personnel for the Youth Bureau's 2012 Mentoring Matters Program
- Res. #845 Appoints a Call-In Recreation Leader to the Recreation Department (Eugene Barrow)
- Res. #846 Appoints a Call-In Recreation Aide I to the Recreation Department (Katelyn Zaneski)
- Res. #847 Approves Chapter 90 Application of Lions Club of Riverhead, Inc. (Annual Christmas Parade and Assembly – December 2, 2012)
- Res. #848 Adopts a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled "Zoning" (§108-56.1 Sign Permits)
- Res. #849 Adopts a Local Law Amending Chapter 110 Entitled "Stormwater Management and Erosion and Sediment Control" of the Riverhead Town Code
- Res. #850 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code
- Res. #851 Recreation Fund Budget Adjustment
- Res. #852 Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 and Authorizes the Supervisor to Enter an Agreement with an Employee Setting Terms and Conditions of Employment
- Res. #853 Authorizes the Town Attorney to Order an Updated Appraisal for Property Owned by the Town of Riverhead Community Development Agency and the Riverhead Water District (Roanoke Nursery School Inc. k/k/a Riverhead Country Day School – 165 Columbus Avenue, Riverhead)
- Res. #854 Authorizes the Supervisor to Execute Professional Services Agreement with Munistat Services Inc. for 2012 and 2013
- Res. #855 Authorization to Publish Advertisement of a Request for Proposals for Insurance Brokerage Services

- Res. #856 Authorizes the Supervisor to Execute a Rider Agreement for Consultant/Professional Services with Nextiraone, LLC D/B/A Black Box Network Services
- Res. #857 Approves the Chapter 90 Application of Event Power (“Riverhead Rocks Triathlon” – June 29<sup>th</sup> and 30<sup>th</sup>, 2013)
- Res. #858 Authorizes Town Supervisor to Execute Final Change Order for Peconic Avenue Crosswalk Improvement Project
- Res. #859 Approves the Chapter 90 Application of Competitive Events Group (2013 Deep Pond Triathlon – August 17<sup>th</sup> & 18<sup>th</sup>, 2013)
- Res. #860 Declares Route 58, LLC in Default in Connection with Site Plan Approval of the Construction of a Bowling Center
- Res. #861 Denial of Special Permit Application of Rosa’s Café, Inc. D/B/A Michelle’s Café
- Res. #862 Authorizes Waiver of Fees for Permits Necessary to Repair or Replace Storm Damaged Premises
- Res. #863 Awards Bid for Calcium Hypochlorite Tablets for Use in the Riverhead Water District
- Res. #864 Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
- Res. #865 Water Department Budget Adjustment
- Res. #866 Amends the Appointment of Laurie Zaneski to Fill Vacancy in Position of Tax Receiver for the Town of Riverhead Nunc Pro Tunc
- Res. #867 Appoints Deputy Tax Receiver (Cori Fife)
- Res. #868 Adopts a Local Law Amending Chapter 37, Article III, Early Retirement Incentive Program for Eligible Full-Time Employees Who are Members of the Civil Service Employees Association, Inc., of the Town of Riverhead
- Res. #869 Pays Bills
- Res. #870 Terminates Employee from Position of Town Board Coordinator (Linda Hulse)

11.07.12  
12015

ADOPTED

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 15**

**APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND  
YAKABOSKI AS SPECIAL COUNSEL IN CONNECTION WITH THE  
LEASE/PURCHASE AND DEVELOPMENT OF APPROXIMATELY 7.3 ACRES  
LOCATED WITHIN EPCAL BY THE YMCA OF LONG ISLAND, INC. AND  
AUTHORIZES THE SUPERVISOR TO EXECUTE  
A RETAINER AGREEMENT REGARDING SAME**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the YMCA of Long Island Inc. has proposed to redevelop approximately 7.3 acres of property within EPCAL for the construction and operation of a neighborhood community center; and

**WHEREAS**, the Community Development Agency has determined that it would be appropriate to appoint special counsel to handle this matter,

**NOW, THEREFORE, BE IT RESOLVED**, that the Community Development Agency of the Town of Riverhead hereby retains the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to act as legal counsel in connection with the above mentioned redevelopment project; and be it further

**RESOLVED**, that the Town Board hereby authorizes Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to represent the Community Development Agency in connection with this redevelopment project, and be it further

**RESOLVED**, that the Chairman 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, New York; 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

**RETAINER AGREEMENT**

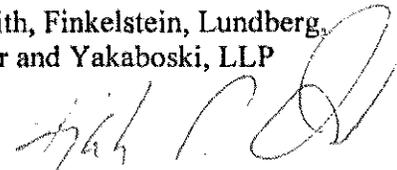
AGREEMENT made this \_\_\_\_ day of August, 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # \_\_\_\_ 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

11.07.12  
12016

ADOPTED

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT**

**Resolution # 16**

**AUTHORIZES THE SUPERVISOR TO EXECUTE RUNWAY USE AGREEMENT  
ADDENDUM BETWEEN TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AND  
ALTITUDE EXPRESS, INC, D/B/A SKYDIVE LONG ISLAND (ADDRESS CHANGE)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, pursuant to Riverhead Community Development Agency Resolution #11, dated May 18, 2010, the Riverhead Community Development Agency declared Altitude Express Inc. d/b/a SkyDive Long Island a qualified and eligible sponsor pursuant to Article 15 of the General Municipal Law and further authorized the Chairman to execute an addendum to the existing Runway Use Agreement to provide for an extension for the term of said Runway Use Agreement; and

**WHEREAS**, Altitude Express Inc. d/b/a SkyDive Long Island has advised that their address has changed.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Community Development Agency hereby authorizes the Chairman to execute an Addendum to the Runway Use Agreement to reflect the current address of SkyDive Long Island, as 400 David Court, Calverton, New York. 11933; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to SkyDive Long Island, 400 David Court, Calverton, New York, 11933; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the 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

## **RUNWAY USE AGREEMENT ADDENDUM**

This Addendum, entered into this \_\_\_\_ day of November, 2012, amends and supplements the Runway Use Agreement dated September 20, 2000 between the Town of Riverhead Community Development Agency (“CDA”) and Altitude Express, Inc. d/b/a Skydive Long Island, a New York corporation with offices at 400 David Court, Calverton, New York, 11931; and

**WHEREAS**, Altitude Express, Inc. d/b/a Skydive Long Island’s previous address of 220 Pleasure Drive, Flanders, New York, 11901 has changed to 400 David Court, Calverton, New York, 11933.

**NOW THEREFORE**, it is hereby acknowledged that the current address for Altitude Express, Inc. d/b/a Skydive Long Island shall be 400 David Court, Calverton, New York, 11933.

**IN WITNESS HEREOF**, this Addendum has been executed by the respective parties as of the date herein set forth.

Dated: Riverhead, New York  
November     , 2012

ALTITUDE EXPRESS, INC.  
D/B/A SKYDIVE LONG ISLAND

TOWN OF RIVERHEAD

\_\_\_\_\_  
By: Ray Maynard, President

\_\_\_\_\_  
By: Sean M. Walter, Chairman  
Community Development Agency

APPROVED AS TO FORM

\_\_\_\_\_  
ROBERT F. KOZAKIEWICZ  
Town Attorney

11.07.12  
120828

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 828**

**CLOSURE OF BANK ACCOUNTS IN CAPITAL ONE & SUFFOLK COUNTY  
NATIONAL BANK**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the New York State Comptroller has suggested that the Town of Riverhead reduce the number of accounts it holds at various banking institutions, and

**WHEREAS** the Financial Administrator has deemed it unnecessary for the Town of Riverhead to maintain the following accounts: Police Athletic League (#3724003946), EDZ Fund (#3724107440) and Water Debt Service (#130000508).

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to close the Police Athletic League and EDZ Fund accounts with Capital One Bank and the Water Debt Service account with Suffolk County National Bank, and

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120829

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 829**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Municipal Garage is requesting a transfer of funds for the increased cost of fuel town wide;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.092801.431625	Service Other Department - Fuel	100,000	
001.016700.540000	Municipal Fuel Contractual Exp		100,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120830

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 830**

**GENERAL FUND**  
**JUSTICE COURT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Justice Court has received reimbursement from Suffolk County for interpreter use in the Court and is requesting an increase in the Interpreter Charges expense account applying some of these reimbursement funds.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.032260.422052	NYS Court Interpreter Revenue	4,000	
001.011100.543940	Interpreter Charges		4,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Justice Court 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120831

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 831**

**GENERAL FUND**  
**NUTRITION DEPARTMENT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Senior Citizen Program Director is requesting a transfer of funds for yearend expenses;

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

		<u>FROM</u>	<u>TO</u>
001.067720.514500	Sick Buyback	4,500	
001.067720.543405	Travel Expense	1,000	
001.067720.546000	Utilities	7,000	
001.067720.541150	General Building Maintenance		1,000
001.067720.541500	Bus Operations Expenses		6,000
001.067720.542000	Supplies		2,500
001.067720.542221	Nutrition Food Expense		3,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Nutrition and the 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

11.07.12  
120832

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 832**

**HORTON AVENUE OPEN SPACE**

**CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Resolution #950 dated 12.27.11 established the Horton Avenue Open Space Capital Project with \$ 2,600,000 of anticipated FEMA funding and \$900,000 of Serial Bond Proceeds; and

**WHEREAS**, a portion of the expenditures will be for the clearance, demolition, and rehabilitation of the property by means of Community Preservation Funding and not Serial Bond Proceeds.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
406.019400.494200.42075	Serial Bond Proceeds	900,000	
406.019400.521000.42075	Equip & Capital Outlay Land	900,000	
406.095031.481737.42075	Transfer from CPF		900,000
406.087450.540000.42075	Contractual Expenses		900,000

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

**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

11.07.12  
120833

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 833**

**RIVERHEAD SEWER REHABILITATION**  
**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Resolution #766 dated 10/2/12 established the Sewer Rehabilitation Project for the Riverhead Sewer District with the expenditure intent as a repair; and

**WHEREAS**, it has since been determined this project is an infrastructure improvement and not a repair; extending the useful life of the existing Sewer infrastructure.

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

	<u>FROM</u>	<u>TO</u>
414.081300.541100.20036 Building Repairs & Maintenance	85,000	
414.081300.523039.20036 Infrastructure Improvement		85,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sewer and the 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120834

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 834**

**2012 LAW ENFORCEMENT FACILITY IMPROVEMENT PROJECT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the installation of an electronic keyless system for the Police Department is complete.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor be, and hereby authorizes the project closure and following budget reduction:

406.095031.481001.40209	Decrease transfer from General Fund	(339.00)
406.016230.523000.40209	Decrease Electronic Safety Improvement	(339.00)

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Police 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120835

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 835**

**AUCTION OF TOWN'S DISPOSED ASSETS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, pursuant to the Town's Procurement Policy, the Town Board of the Town of Riverhead expressed its desire to ensure that the same sound business judgment used for the purchase of personal property and/or assets is used for the evaluation of personal property and/or assets with respect to its usefulness now or in the foreseeable future; determination regarding its commercial or salvage value; and finally, cost effective and efficient procedures for disposition of the personal property and/or assets deemed no longer of public use to the Town such that the Town may receive the highest return for resale; and

**WHEREAS**, pursuant to and consistent with the Town's Procurement Policy Guideline #8, the Town Department's responsible for personal property and/or assets must declare the personal property and/or assets no longer have value or use to the town and recommend disposal such as sale or salvage; and

**WHEREAS**, by resolution # 635 adopted on August 16, 2011, the Town Board of the Town of Riverhead authorized the Supervisor to execute an agreement for auction services with PropertyRoom.com Inc. for the sale and disposal of personal property and/or assets declared surplus consistent with Guideline #8 of the Town's Procurement Policy; and

**WHEREAS**, the Town Department responsible for the personal property and/or asset set forth in the attached list has declared assets no longer of value or use to the town and has completed the required "Plant Asset/Office Equipment Disposal Form" including a description of the item, serial/tag #, location, condition and reason for disposal; and

**WHEREAS**, that the Financial Administrator recommends to dispose these items for auction; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the transfer of attached assets to PropertyRoom.com Inc for auction in accordance with terms and conditions of the Agreement between the Town and PropertyRoom.com Inc. entered into on or about August 11, 2011.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

NUMBER	YEAR	MAKE	MODEL	VIN
A1	1999	Ford	Crown Vic	2FAFP71W8XX199222
A2	1995	Ford	E350	1FDKE30HXSHA32133
A3	1998	Ford	RANGER	1FTYR10C4WUC64137
A4	1999	DODGE	RAM 2500	3B7KF26Z4XM590039
A5	1991	Ford	F350	2FTHF36HOMCA95013
A6	1997	Ford	Crown Vic	2RALP71W4VX153192
A7	2003	Ford	Crown Vic	2FAFP71W13X118233
A8	1999	Ford	Crown Vic	2FAFP71W1XX199224
A9	1998	Ford	Crown Vic	2FAFP71WXWX151882
A10	2004	Ford	Crown Vic	2FAHP71W84X100113
A11	1995	NISSAN	MAXIMA	JN1CA21D8ST082491
A12	1993		BUICK	1G4HP531PH521531
A13	1998	Ford	Crown Vic	2FAFP72WOW150643
A14	1996	PONTIAC	BONNEVILLE	1G2HX524T4252412
A15	1999	Ford	Crown Vic	2FAFP71W3XX199225
A16	1999	GMC	SIERRA	1GTEC14W2XE550511
A17	1997	FORD	Crown Vic	2FALP71W2VX153191
A18	1997	CHEVROLET	BLAZER	1GNDDT13W6VK178187

11.07.12  
120836

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 836**

**AUCTION OF TOWN'S DISPOSED ASSETS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, pursuant to the Town's Procurement Policy, the Town Board of the Town of Riverhead expressed its desire to ensure that the same sound business judgment used for the purchase of personal property and/or assets is used for the evaluation of personal property and/or assets with respect to its usefulness now or in the foreseeable future; determination regarding its commercial or salvage value; and finally, cost effective and efficient procedures for disposition of the personal property and/or assets deemed no longer of public use to the Town such that the Town may receive the highest return for resale; and

**WHEREAS**, pursuant to and consistent with the Town's Procurement Policy Guideline #8, the Town Department's responsible for personal property and/or assets must declare the personal property and/or assets no longer have value or use to the town and recommend disposal such as sale or salvage; and

**WHEREAS**, by resolution # 635 adopted on August 16, 2011, the Town Board of the Town of Riverhead authorized the Supervisor to execute an agreement for auction services with PropertyRoom.com Inc. for the sale and disposal of personal property and/or assets declared surplus consistent with Guideline #8 of the Town's Procurement Policy; and

**WHEREAS**, the Town Department responsible for the personal property and/or asset set forth in the attached list has declared assets no longer of value or use to the town and has completed the required "Plant Asset/Office Equipment Disposal Form" including a description of the item, serial/tag #, location, condition and reason for disposal; and

**WHEREAS**, that the Financial Administrator recommends to dispose these items for auction; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the transfer of attached assets to PropertyRoom.com Inc for auction in accordance with terms and conditions of the Agreement between the Town and PropertyRoom.com Inc. entered into on or about August 11, 2011.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted





631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 10/22/12

Tag #: 24252

Serial #: \_\_\_\_\_

Description: NIKON N80 35MM CAMERA + FLASH

Condition: GOOD

Reason for Disposal: NO LONGER IN USE

Estimated Surplus Value: \_\_\_\_\_

Department Location: Police

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***

Name or Department  
Pickup Address

Sewer  
B&G 1295 Palaski Ave  
Riverhead NY 11961

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
	 1812-000154	air filter	4903		
	 1812-000156	Printer		348318460	
	 1812-000153	cap reactor	6742		
	 1812-000140	Fax machine	08388	BACYA2372Z	
	 1812-000151	Battery charger	812		
	 1812-000152	truck to truck radio	40606		
	 1812-000139	metal detector	803		
	 1812-000155	monitor	24506	265C705136	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
<input type="checkbox"/> At Pick Up	<input type="checkbox"/> At Pick Up				
<input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).	<input type="checkbox"/> At Processing Center				
Received From:					
Driver Acceptance:					
				<input type="checkbox"/> ID Check Required	<input type="checkbox"/> ID Checked



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12

Tag #: 24506

Serial #: 265C105130

Description: Printer

Condition: Good

Reason for Disposal: Good

Estimated Surplus Value: \_\_\_\_\_

Department Location: Sewer

Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12  
Tag #: 803  
Serial #: 012  
Description: ~~\_\_\_\_\_~~ Metal Detector  
Condition: Junk  
Reason for Disposal: Junk  
Estimated Surplus Value: \_\_\_\_\_  
Department Location: sewer  
Department Head Signature: [Signature]  
Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12

Tag #: 4066

Serial #: UK

Description: truck to truck Radio

Condition: good

Reason for Disposal: good

Estimated Surplus Value: \_\_\_\_\_

Department Location: Alone

Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12

Tag #: 812

Serial #: UK

Description: Battery charger

Condition: Junk

Reason for Disposal: Junk

Estimated Surplus Value: \_\_\_\_\_

Department Location: Senior

Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/17/12

Tag #: 08388

Serial #: BACYA03722

Description: Fax Machine

Condition: junk

Reason for Disposal: junk

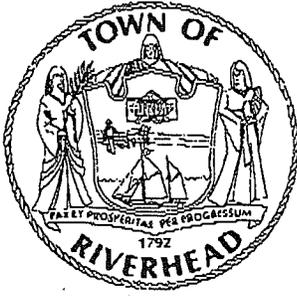
Estimated Surplus Value: \_\_\_\_\_

Department Location: sewer

Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12  
Tag #: 6742  
Serial #: \_\_\_\_\_  
Description: C.O.D. Reactor  
Condition: Junk  
Reason for Disposal: Junk  
Estimated Surplus Value: \_\_\_\_\_  
Department Location: sewer  
Department Head Signature: [Signature]  
Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/13/12

Tag #: NONE

Serial #: 348318460

Description: printer 1988

Condition: junk

Reason for Disposal: junk.

Estimated Surplus Value: \_\_\_\_\_

Department Location: sewer

Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

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631-727-3200  
 631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 9/12/12

Tag #: 4903

Serial #: \_\_\_\_\_

Description: air filter

Condition: junk

Reason for Disposal: junk

Estimated Surplus Value: \_\_\_\_\_

Department Location: sewer

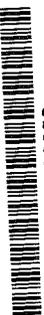
Department Head Signature: [Signature]

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***

Name or Department: Buildings & Grounds  
 Pickup Address: 1295 Rubski Street  
Riverhead NY 11901

Pg. Number: \_\_\_\_\_  
 Pick Up Date: \_\_\_\_\_  
 Pick Up ID: \_\_\_\_\_  
 Manifest No.: \_\_\_\_\_

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	 1812-000070	John Deer ride on mower <i>from rec</i>		LS255	MO255A020201
2	 1812-000074	20" Buffer			
3	 1812-000075	Blue floor Jack	- 169		
4	 1812-000071	21" John D. walk behind mower	29053		
5	 1812-000072	21" John D. walk behind mower	304605		
6	 1812-000073	Pro team backpack vacuum	25376		
7	 1812-000057	8' Louisville ladder		UW177	Emp
8	 1812-000061	30 Draw file cabinet	20162		
9	 1812-000059	Stihl 023 chainsaw	27657		
10	 1812-000058	Tool Box	22602		
11	 1812-000060	4 Drawer File Cabinet	21059		
12	 1812-000077	5 shelves	4841		
Manifest Detail Verified: <input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
Valuable/Jewelry Verified: <input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center					
Received From: _____ Driver Acceptance: <input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Buildings & Grounds  
1295 Pulaski Street  
Riverhead NY, 11901

2

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	 1812-000067	5 Shelves	4852		
14	 1812-000063	5 Shelves	4854		
15	 1812-000062	5 Shelves	4825		
16	 1812-000065	5 Shelves	4830		
17	 1812-000078	5 Shelves	4795		
18	 1812-000079	5 Shelves	4846		
19	 1812-000080	5 Shelves	4853		
20	 1812-000066	5 Shelves	4813		
21	 1812-000064	5 Shelves	4824		
22	 1812-000068	5 Shelves	4850		
23	 1812-000069	2-door cabinet	625		
Manifest Detail Verified:					Received From:
<input type="checkbox"/> At Pick Up	Valuables/Jewelry Verified:				Driver Acceptance:
<input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).	<input type="checkbox"/> At Pick Up	<input type="checkbox"/> ID Check Required			<input type="checkbox"/> ID Checked
<input type="checkbox"/> At Processing Center	<input type="checkbox"/> At Processing Center				



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/17

Tag #: \_\_\_\_\_

Serial #: \_\_\_\_\_

Description: JOHN DEER RIDING mOWER *from Rec.*

Condition: NO MOTOR AND NO DECK

Reason for Disposal: MOTOR BLOWN

Estimated Surplus Value: \_\_\_\_\_

Department Location: BTG

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/17

Tag #: \_\_\_\_\_

Serial #: \_\_\_\_\_

Description: 20" Buffer

Condition: \_\_\_\_\_

Reason for Disposal: MOTOR BLOWN UP

Estimated Surplus Value: \_\_\_\_\_

Department Location: BTG

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: P 169

Serial #: \_\_\_\_\_

Description: Blue Floor JACK

Condition: \_\_\_\_\_

Reason for Disposal: won't pump up

Estimated Surplus Value: \_\_\_\_\_

Department Location: BTC

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 29055

Serial #: \_\_\_\_\_

Description: 21" John Deere WALK BEHIND MOWER

Condition: \_\_\_\_\_

Reason for Disposal: BLOWN MOTOR

Estimated Surplus Value: \_\_\_\_\_

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 30465

Serial #: \_\_\_\_\_

Description: 21" John Deere walk-behind mower

Condition: \_\_\_\_\_

Reason for Disposal: Blown motor

Estimated Surplus Value: \_\_\_\_\_

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 25370

Serial #: \_\_\_\_\_

Description: PROTEAM BACKPACK VACUUM

Condition: \_\_\_\_\_

Reason for Disposal: BLOWN MOTOR

Estimated Surplus Value: \_\_\_\_\_

Department Location: BTG

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: \_\_\_\_\_

Serial #: \_\_\_\_\_

Description: 8' Louisville LADDER

Condition: \_\_\_\_\_

Reason for Disposal: BROKEN

Estimated Surplus Value: \_\_\_\_\_

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 20162

Serial #: \_\_\_\_\_

Description: 30 DRAW FILE CABINET

Condition: DRAW SHOT OR MISSING CARTRIDGE FROM PL

Reason for Disposal: \_\_\_\_\_

Estimated Surplus Value: \_\_\_\_\_

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 27657

Serial #: \_\_\_\_\_

Description: STIHL 023 CHAINSAW

Condition: UNUSABLE

Reason for Disposal: Blown Piston

Estimated Surplus Value: -

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

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631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 22602

Serial #: \_\_\_\_\_

Description: TOOL BOX

Condition: NO GOOD BAD

Reason for Disposal: ROTTED

Estimated Surplus Value: \$100

Department Location: BTG

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/17

Tag #: 21059

Serial #: \_\_\_\_\_

Description: 4 DRAW FILE CABINET

Condition: \_\_\_\_\_

Reason for Disposal: DRAW BROKEN

Estimated Surplus Value: \_\_\_\_\_

Department Location: B76

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.

**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.

**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***



631-727-3200  
631-727-4230 (fax)

## PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

Date: 8/13/12

Tag #: 4841 / 4852 / 4851 / 4875 / 4830 / 4795 / 4846 / 4853

Serial #: 4813 / 4824 / 4850

Description: \_\_\_\_\_

Condition: 5 SHELVES PER # NO LEGS

Reason for Disposal: CAME FROM JUSTICE COURT  
Justice Ct got new shelving system.

Estimated Surplus Value: \_\_\_\_\_

Department Location: BTG

Department Head Signature: \_\_\_\_\_

Confirmation: \_\_\_\_\_

To dispose of something in your office: Complete and sign the above form.  
**Do not remove** anything from your office. Notify ACCOUNTING and confirm that the item is to be removed and where the item is to be stored until auction.  
**\*\*PLEASE NOTE THAT DEPARTMENTS ARE NOT AUTHORIZED TO DISPOSE OF ITEMS WITHOUT TOWN BOARD APPROVAL\*\***

1

IT  
Cage @ Buildings & Grounds  
1293 Polaski Street  
Riverhead NY 11901

PROPERTY ROOM.COM  
Name or Department  
Pickup Address

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	 1812-000090	gateway keyboard	25128	B255975	
2	 1812-000091	gateway monitor	25954	G L619A312022455	
3	 1812-000092	UN455 monitor	297609		
4	 1812-000093	gateway speaker	26797	384400166	
5	 1812-000094	gateway speaker	26798	" "	
6	 1812-000095	gateway monitor	25590		
7	 1812-000096	gateway keyboard	25120	B253888	
8	 1812-000097	gateway monitor	28749	MW67AB0V04805	
9	 1812-000098	mouse	25121	LNA23615078	
10	 1812-000099	gateway keyboard	28428	07607002804D	
11	 1812-000100	gateway monitor	25127	MUL700600005793	
12	 1812-000101	monitor	24799	MUL8006A0005687	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Driver Acceptance:					
Received From:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

PROPERTY ROOM.COM

Name or Department: Cage @ Buildings & Grounds  
 Pickup Address: 12950 Pulaski Street  
Riverhead NY 11901

Pg. Number: 2  
 Pick Up Date: \_\_\_\_\_  
 Pick Up ID: \_\_\_\_\_  
 Manifest No.: \_\_\_\_\_

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	 1812-000102	Gateway monitor	24823	KUL7462F0066618	
14	 1812-000103	FPD1730 monitor gateway			
15	 1812-000104	Samsung fax	24637		
16	 1812-000105	monitor gateway 2000	22272	9345354	
17	 1812-000157	gateway silver	25119		
18	 1812-000158	gateway white		KUL7001U0010123	
19	 1812-000159	Masze	25139		
20	 1812-000160	gateway 2000	2) 275-		
21	 1812-000141	black-gateway		B5C308016746	
22	 1812-000142	INOW	28448		
23	 1812-000143	hp Deskjet 450		5457841009	
24	 1812-000144	intel gateway CPU	24961		
Manifest Do	Valuables/Jewelry Verified:				
<input type="checkbox"/> At Pick Up	<input type="checkbox"/> At Pick Up				
<input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).	<input type="checkbox"/> At Processing Center				
Received From:					<input type="checkbox"/> ID Check Required
Driver Acceptance:					<input type="checkbox"/> ID Checked

Name or Department  
Pickup Address

*CAF*

Pg. Number 3  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
25	1812-000145	gabury cfo	25786		
26	1812-000146	gabury	28780		
27	1812-000147	gabury	28780		
28	1812-000148	Kyocera copier	8522		
29	1812-000149	gabury	27487		
30	1812-000150	Camp		PI3 U1800184	
31	1812-000161	Unisys VAS31 <sup>Printer</sup>	26759		
32	1812-000162	gabury monitor	2066		
33	1812-000163	Server	27664		
<del>34</del>	<del>1812-000164</del>	<del>[REDACTED]</del>	<del>[REDACTED]</del>		
<del>35</del>	<del>1812-000165</del>	<del>[REDACTED]</del>	<del>[REDACTED]</del>		
<del>36</del>	<del>1812-000166</del>	Printer	2587		

Received From:

Driver Acceptance:

ID Check Required  ID Checked

Valuables/Jewelry Verified:

At Pick Up

At Processing Center

Manifest Detail verified:  
 At Pick Up  
 At Processing Center (PR Count Final; discrepancies will be reported promptly).





TOWN OF RIVERHEAD  
200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901

# PLANT ASSET/OFFICE EQUIPMENT DISPOSAL FORM

*(See Guideline #8 of Town of Riverhead Procurement Policy)*

All Town Departments responsible for personal property and/or asset(s) seeking to transfer, discard or dispose of an item shall complete this form and file with the Office of the Financial Administrator.

Department: IT

Date: 10/7/12

Property/Asset Information:

Name/Description of Item: as per attached

Town Id# or Asset Tag#: \_\_\_\_\_ Location: \_\_\_\_\_

Condition: non operational

\*Estimated Surplus Value: \_\_\_\_\_ Source for Estimated Surplus Value: \_\_\_\_\_

Reason: Junk -

The undersigned has reviewed the information above and requests that the item/asset above be: (circle) transferred to another Department OR discard OR \*dispose of the asset/equipment.

Signature of Department Head: \_\_\_\_\_

\*\*\*\*\*

### REQUEST TO TRANSFER PROPERTY/ASSET

The \_\_\_\_\_ Department requests that the asset described above be transferred from the \_\_\_\_\_ Department to the \_\_\_\_\_ Department.

\_\_\_\_\_ Acknowledgment of Receipt, Office of Finance Administrator, Attn: Melissa Peeker

**Note, Departments are not authorized to remove, transfer, dispose or discard items without Town Board Approval.**

To be completed by Office of Financial Administrator: FINAL RECORD OF DISPOSITION OF ITEM/ASSET

Date and Disposition (identify transfer/sale/discarded):  
\_\_\_\_\_

\_\_\_\_\_  
Melissa Peeker ext. 218

Town Hall (Basement)  
 200 Howell Ave  
 Riverhead NY 11901

Name or Department  
 Pickup Address

Pg. Number  
 Pick Up Date  
 Pick Up ID  
 Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	1812-000297	Monitor	26227	51132237	
2	1812-000298	Monitor	26943	57343403	838C
3	1812-000299	Monitor	24952	KUL742F46	6583
4	1812-000292	Monitor	27661		
5	1812-000385	Monitor	26944	57343402	44C
6	1812-000386	Monitor	25918	62619432	22458
7	1812-000387	Monitor	27859	MG4687	482083
8	1812-000388	Monitor	25902	62619432	222905
9	1812-000371	Monitor	25798	62719431	1464
10	1812-000373	Monitor	24763	KUL742F1	U0609466
11	1812-000359	Monitor	27488	MG45	74003855
12	1812-000019	Monitor	25938	62619432	222959
Manifest Detail Verified:					Received From:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					Driver Acceptance:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked

PROPERTY ROOM.COM

Name or Department  
Pickup Address

Town Hall (Basement)  
200 Howell Ave  
Rivestead, NY 11901

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

2

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	 1812-000020	MONITOR	25978	GL619A312022371	
14	 1812-000021	MONITOR	25958	GL619A312022369	
15	 1812-000022	MONITOR	25934	GL619A312022438	
16	 1812-000107	monitor	25594	GL619A312019903	
17	 1812-000106	monitor	25922	GL619A312022377	
18	 1812-000108	monitor	23417	m×φ62φ5φA-B88y9	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Computers

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	1812-000291	Computer	25881		
2	1812-000293	Computer	25889	34194924	
3	1812-000294	Computer	26232	31786135	
4	1812-000295	Computer	25909	34194927	
5	1812-000296	Computer	25429	29419825	
6	1812-000002	Computer	25969	34194949	
7	1812-000003	Computer	22545	11182789	
8	1812-000006	Computer	24750	26939549	
9	1812-000007	Computer	24732	26939517	
10	1812-000008	Computer	24686	26939515	
11	1812-000009	Computer	25375	5492892244	
12	1812-000010	Computer	25325	50028922162	
Manifest Detail Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Name of Department  
Pickup Address

Town Hall (Basement)  
200 Howell Ave  
Riverhead NY, 11792

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

2

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	 1812-000391	Computer	24762	26939514	
14	 1812-000392	Computer	24766	26939516	
15	 1812-000393	Computer	24754	26939511	
16	 1812-000394	Computer	28426	3099878	
17	 1812-000395	Computer	28774	489719	
18	 1812-000396	Computer	28758	4489726	
19	 1812-000397	Computer	28754	4489721	
20	 1812-000398	Computer	24700	26939510	
21	 1812-000399	Computer	24696	26939508	
22	 1812-000382	Computer	25285	80028922155	
23	 1812-000383	Computer	24826	27442430	
24	 1812-000384	Computer	25597	29913463	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Name or Department  
Pickup Address

Town Hall (Basement)  
200 Howell Ave  
Riverhead NY, 11792

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

3

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
25	1812-000389	Computer	248608	27442423	
26	1812-000390	Computer	236541	21681268	
27	1812-000372	Computer	24758	26939513	
28	1812-000374	Computer	28746	4489722	
29	1812-000375	Computer	26793	3449982	
30	1812-000376	Computer	26947	34682287	
31	1812-000377	Computer	25853	34194924	
32	1812-000378	Computer	24822	27442429	
33	1812-000379	Computer	25303	5002892256	
34	1812-000380	Computer	26148	31745379	
35	1812-000351	Computer	25390	-	
36	1812-000352	Computer	24967	28767332	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly). <input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Name or Department  
Pickup Address

Town Hall (Basement)  
200 Howell Ave  
Riverhead NY 11901

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

4

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
37	1812-000353	Computers	25281	29489863	
38	1812-000354	Computers	25441	50029419822	
39	1812-000355	Computers	25905	30190918	
40	1812-000356	Computers	25144	30028922150	
41	1812-000357	Computers	26236	31786136	
42	1812-000358	Computers	25865	31900922	
43	1812-000360	Computers	25857	301910919	
44	1812-000341	Computers	25993	301908914	
45	1812-000342	Computers	25937	30190898	
46	1812-000343	Computers	24860	27442431	
47	1812-000344	Computers	24864	27442424	
48	1812-000345	Computers	25953	30190903	
Manifest Detail Verified:					Received From:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked
Valuables/Jewelry Verified:					Driver Acceptance:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked

Name or Department  
Pickup Address

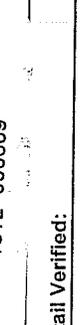
Town Hall (Basement)  
200 Howell Ave  
Riverhead NY 11901

Pg. Number 5  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
49	1812-000346	Computer	25437	30029419819	
50	1812-000347	Computer	24818	27442421	
51	1812-000348	Computer	25593	29913469	
52	1812-000349	Computer	25589	29913466	
53	1812-000350	Computer	25945	30190813	
54	1812-000331	Computer	24834	27442422	
55	1812-000332	Computer	25929	30190908	
56	1812-000333	Computer	26244	31786134	
57	1812-000334	Computer	25921	30190933	
58	1812-000335	Computer	26222	31786131	
59	1812-000336	Computer	26168	31768075	
60	1812-000337	Computer	24872	27442425	
Manifest Detail Verified: <input type="checkbox"/> At Pick Up					
Manifest Detail Verified: <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
Valuables/Jewelry Verified: <input type="checkbox"/> At Pick Up					
Valuables/Jewelry Verified: <input type="checkbox"/> At Processing Center					
Received From:					
Driver Acceptance: <input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Name or Department: Town Hall (Basement)  
 Pickup Address: 200 Howell Ave  
Riverhead NY 11961

Pg. Number: 6  
 Pick Up Date: \_\_\_\_\_  
 Pick Up ID: \_\_\_\_\_  
 Manifest No.: \_\_\_\_\_

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
61	 1812-000338	Computer	25965	301909044	
62	 1812-000339	Computer	25222	50028922164	
63	 1812-000340	Computer	24830	2744246	
64	 1812-000361	Computer	25379	50028922157	
65	 1812-000362	Computer	26181	31768677	
66	 1812-000363	Computer	26173	31768678	
67	 1812-000364	Computer	26185	31768676	
68	 1812-000365	Computer	25973	301909116	
69	 1812-000366	Computer	25961	301909002	
70	 1812-000367	Computer	24836	27442429	
71	 1812-000368	Computer	25957	301909047	
72	 1812-000369	Computer	24814	27442427	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					

At Pick Up  
 At Processing Center (PR Count Final; discrepancies will be reported promptly).  
 At Pick Up  
 At Processing Center  
 ID Check Required  
 ID Checked

Name or Department: Town Hall (Basement)  
 Pickup Address: 200 Howell Ave  
Riverhead NY 11901

Pg. Number: 7  
 Pick Up Date: \_\_\_\_\_  
 Pick Up ID: \_\_\_\_\_  
 Manifest No.: \_\_\_\_\_

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
73	1812-000370	Computer	25154	30029382164	
74	1812-000321	Computer	24842	27442428	
75	1812-000322	Computer	25949	30190912	
76	1812-000323	Computer	25953	30190903	
77	1812-000324	Computer	25193	30028922160	
78	1812-000325	Computer	25997	30190900	
79	1812-000326	Computer	24951	27442432	
80	1812-000327	Computer	25418	29419815	
81	1812-000328	Computer	25785	30029913470	
82	1812-000329	Computer	25985	30190897	
83	1812-000330	Computer	25789	30029913464	
84	1812-000301	Computer	25925	301908010	
Manifest Detail Verified: <input type="checkbox"/> At Pick Up					
Valuables/Jewelry Verified: <input type="checkbox"/> At Pick Up					
Driver Acceptance: <input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					
At Processing Center (PR Count Final; discrepancies will be reported promptly): <input type="checkbox"/> At Processing Center					

Name or Department  
Pickup Address

Town of Hall (Basement)  
200 Howell Ave  
Riverhead NY 11901

Pg. Number 8  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
85	1812-000302	Computer	26156	31745380	
86	1812-000303	Computer	25475	29419821	
87	1812-000304	Computer	25122	S0028922154	
88	1812-000305	Computer	26240	31786133	
89	1812-000306	Computer	26164	31745383	
90	1812-000307	Computer	25873	30190917	
91	1812-000308	Computer	26140	31745377	
92	1812-000309	Computer	25130	S0028922159	
93	1812-000310	Computer	26005	30190901	
94	1812-000311	Computer	26144	31745378	
95	1812-000312	Computer	25414	29419817	
96	1812-000313	Computer	25812	S0029913405	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Driver Acceptance:					
Received From:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Town Hall (Basement)  
 200 Howell Ave  
 Riverhead NY 11901

Name or Department  
 Pickup Address

Pg. Number 9  
 Pick Up Date  
 Pick Up ID  
 Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
97	1812-000314	Computer	25816	50029913471	
98	1812-000315	Computer	25383	29419820	
99	1812-000316	Computer	25410 <sup>ENV</sup>		
100	1812-000317	Computer	25402	50029419814	
101	1812-000318	Computer	25406	50029419818	
102	1812-000319	Computer	26177	31768074	
103	1812-000320	Computer	25824	50029913468	
104	1812-000281	Computer	25941	30190815	
105	1812-000282	Computer	25820	50029913462	
106	1812-000283	Computer	26257	31786132	
107	1812-000284	Computer	25989	30190899	
108	1812-000285	Computer	25136	50028922148	
Manifest Detail Verified:					Received From:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked
Valuables/Jewelry Verified:					Driver Acceptance:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked

Town Hall (Basement)  
200 Howell Ave  
Riverhead NY 11901

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
109	1812-000286	Computer	25295	S0628922163	
110	1812-000287	Computer	25781	S0629913467	
111	1812-000288	Computer	25398	S0629913467	
112	1812-000289	Computer	25394	S0629419824	
113	1812-000290	Computer	25433	29419816	
114	1812-000117	Computer	25913	30194929	
115	1812-000118	Computer	25799	30183515	
116	1812-000119	Computer	25917	30190931	
117	1812-000120	Computer	25299	S0628422558	
118	1812-000121	Computer	28750	0004489724	
119	1812-000122	Computer	27495	36431471	
120	1812-000123	Computer	2346	3408501	
Manifest Detail Verified:					Received From:
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					Driver Acceptance:
					<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked

PROPERTY ROOM.COM

Name or Department  
Pickup Address

Town Hall (Basement)  
200 Howell Ave  
Riverhead NY 11901

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	Manifest Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
121	1812-000124	Computer	25807	3002892252	
122	1812-000125	Computer	25861	30190928	
123	1812-000126	Computer	25877	30190923	
124	1812-000127	Computer	25869	3190932	
125	1812-000128	Computer	25897	30190921	
126	1812-000129	Computer	25893	30190934	
127	1812-000131	Computer		000511667	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Driver Acceptance:					
Received From:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly). <input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

Name of Department: Town Hall (Basement)  
 Pickup Address: 200 Howell Ave  
Riverhead NY 11901

Pg. Number: 1  
 Pick Up Date: 9/24/12  
 Pick Up ID: 1812N  
 Manifest No.:

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	 1812-000011	Printer	30083	15A41018989017LF	
2	 1812-000012	Printer	275603	940HG7E	
3	 1812-000300	Printer	30082	15A41018989017LF	
4	 1812-000001	Printer	23286	11-CBWCZ	
5	 1812-000004	Printer	22811	CMF 97716	
6	 1812-000005	Printer	25810	8901726	
7	 1812-000381	Printer	25806	8901764	
8	 1812-000400	Printer	26324	15A41018989017LL	
9	 1812-000052	Printer	26325	8905-P9H	
10	 1812-000053	Printer	25808	89017W	
11	 1812-000109	Printer	28433	7917NUD	
12	 1812-000110	Printer	27535	79094P6	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

PROPERTY ROOM.COM

Town Hall (Basement)  
 200 Howell Ave  
 Riverhead NY 11901

Name or Department  
 Pickup Address

Pg. Number  
 Pick Up Date  
 Pick Up ID  
 Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	 1812-000111	Printers	25808	8901707	
14	 1812-000112	Printers	26760	89081269	
15	 1812-000113	Printers	25809	8901742	
16	 1812-000114	Printer	28499	7918k53	
17	 1812-000115	Printer	28435	7918G8N	
18	 1812-000116	Printer	27540	790694F7	
19	 1812-000130	Printer	20295	USFB014355	
20	 1812-000135	Printer	23187	433822203	
			2		
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					



Speakers

Boxes 1 - 5

26731	21352	27356	26733	27361
27268	21351	27274	27263	27360
26828	27313	27265	27269	25374
27271	27316	26710	24782	27266
27365	24804	26334	27273	27260
27262	24795	26024	27272	27261
26337	27319	25361	25362	25363
27259	27318	26831	26736	26712
26743	27312	26856	26735	27276
26799	26028	24784	26747	25373
26346	27321	25372	26832	27317
26752	26025	26749	24783	26801
26834	27315	27359	26830	27270
26740	27311	26027	26711	26748
26734	27367	26118	26836	27264
24805	24806	27310	27357	26835
26800	27358	26751	26338	26829
27267	24793	26029	26339	26750
26732	24794	26857	27366	
27309	26044	26119	26754	
26693	27305	26855	27345	
26021	26019	26854	26026	
26024	26694	26347	26335	
26018	27288	26797	26741	
27286	26043	27320	26120	
26692	27287	26742	26348	
26036	26022	27323	26336	
26692	27308	26040	26753	
26036	26023	26798	27275	

Mouses

22547	24689	28748	21898
26180	24824	24821	28448
26171	25592	28803	25792
28304	24841	25432	26796
25968	27524	24871	26243
25436	25980	25393	25133
25600	24829	26147	24315
25298	24318	25397	24325
26183	24863	25948	26251
24703	24324	27521	28428
22980	25952	25960	24323
22366	25596	24316	24769
24954	23670	25440	24699
22882	27471	24765	25413
28789	24760	24753	25405
27428	25940	25944	25125
28804	24796	25139	
26163	26155	27472	
25401	24781	25784	
25932	26176	25815	
24867	25956	27429	
25924	24330	25196	
26770	24836	28806	
26853	24846	26260	
28429	24329	26225	
28453	25288	27498	

Boxes 1 - ~~X~~

Keyboard	24833	23027	25787
30176	25959	26179	25822
24756	25412	24333	25814
24702	25435	24646	25783
25287	25404	24647	25818
25951	24649	24698	25826
25923	24780	23686	26259
25396	22546	22386	25195
24870	25439	21603	28303
25400	21493	24797	26224
26762	27462	24644	25971
24837	26846	24645	25124
24866	28489	24643	25132
25431	24875	24641	26007
25591	25599	24761	26250
25931	25983	24764	26242
25939	24862	24768	25791
25927	25991	23675	26795
24840	24825	24752	24688
25427	25408	28788	25959
25138	26166	24953	28788
25943	25392	26170	28780
24845	26158	25297	26003
25935	24968	27505	26287
26154	26175	28776	25987
25995	25963	26183	25999
25420	27515	26146	26840
25309	25967	24688	26765
23029	28747	24815	25156
25801	25283	25975	25979

Boxes 1 - ~~4~~

Keyboards

Box 1A

25078

25301

25859

25875

25879

25883

25895

25899

25907

25915

27481

519102588

PROPERTY ROOM.COM

Name of Department  
Pickup Address

Town Hall (Basement) addresses  
200 Howell Ave  
Riverhead NY 11901

Pg. Number  
Pick Up Date  
Pick Up ID  
Manifest No.

1

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
1	1812-000023	DELL Lat. docking station	23474	00B0D06E 4913	
2	1812-000024	DELL Lat. computer (laptop)	23465	7PH 57016777 926577	
3	1812-000025	DELL Lat. computer (laptop)	25635	2606M21	
4	1812-000026	modern	24920		
5	1812-000027	modern	20054	8482	
6	1812-000028	Camera	24582	341391307	
7	1812-000029	HP DIRECT JET BOX	26306	SG391AC370	
8	1812-000030	HP JET DIRECT PRINT SERVER	22922	SG64611919	
9	1812-000031	HP JET DIRECT PRINT SERVER	23083		
10	1812-000032	HP JET DIRECT BOX	23366	SG83921478	
11	1812-000033	HP JET DIRECT PRINT	22921	SG82230155	
12	1812-000034	HP JET DIRECT PRINT	23214	SG93541603	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Driver Acceptance:					

At Pick Up  
 At Processing Center (PR Count Final, discrepancies will be reported promptly).

ID Check Required  
 ID Checked

PROPERTY ROOM.COM

Name or Department  
Pickup Address

Town Hall (BASEMENT)  
200 HOWELL AVE  
RIVERHEAD NY 11901

Pg. Number 2  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
13	1812-000035	HP DIRECT JET BOX	23781	43931053	
14	1812-000036	JET HP DIRECT BOX	26308	29391AC37D	
15	1812-000037	off white electronic box (small)	28442		
16	1812-000038	Transceiver	23322		
17	1812-000039	USB Port replicator for DELL	26078		
18	1812-000040	HP	26295		
19	1812-000042	Advanced power control center	22338		
20	1812-000041	off white electronic small box	21537		
21	1812-000043	Switch box transmitter	8047		
22	1812-000044	UNI GUARD MODEM	28841	UGM0108124971	
<del>23</del>	<del>1812-000045</del>	<del>USCO router 2500</del>	<del>28150</del>	<del>250015211</del>	
24	1812-000046	Uni Guard modem	28845	UGM0508127392	

Manifest Detail Verified:

At Pick Up

At Processing Center (PR Count Final; discrepancies will be reported promptly).

Valuables/Jewelry Verified:

At Pick Up

At Processing Center

Received From:

Driver Acceptance:

ID Check Required  ID Checked

PROPERTY ROOM.COM

Name or Department  
Pickup Address

Town Hall (Basement) 600IMES  
200 Howell Ave  
RIVERHEAD NY 11901

Pg. Number 3  
Pick Up Date  
Pick Up ID  
Manifest No.

Manifest Line	SKU Number	Manifest Description	Case ID	Serial Number	Agency Reference 1
25	1812-000047	UNI GUARD MODEM	28839	UGM0408126399	
26	1812-000048	UNI GUARD MODEM	28837	UGM0108124970	
27	1812-000049	UNI GUARD MODEM	28843	UGM0108124872	
<del>28</del>	<del> 1812-000050</del>	<del>router firewall</del>	<del>24715</del>		
<del>29</del>	<del> 1812-000051</del>	<del>router firewall</del>	<del>26511</del>		
30	1812-000132	Scanner	24231		
31	1812-000133	UPS	23382		
32	1812-000134	Power supply	23469		
33	1812-000136	CD writer	24167	H084155541	
34	1812-000137	CD writer		mycusk753A	
Manifest Detail Verified:					
Valuables/Jewelry Verified:					
Received From:					
Driver Acceptance:					
<input type="checkbox"/> At Pick Up <input type="checkbox"/> At Processing Center (PR Count Final; discrepancies will be reported promptly).					
<input type="checkbox"/> ID Check Required <input type="checkbox"/> ID Checked					

11.07.12  
120837

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 837**

**WATER DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, The Superintendent of Water requests a transfer of funds; originally from the Repair Account, transferred to a Capital Project and now the excess transferred back to the operating Repair Account.

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

		<u>FROM</u>	<u>TO</u>
112.095031.481412	Transfer from Capital	22,300	
112.083200.541100	Repairs		22,300

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Water 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120838

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 838**

**STREET LIGHTING**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Engineer has requested to transfer funds from Traffic Light Maintenance to Street Light Maintenance for replacement lights in Polish Town.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
116.051820.541415	Traffic Signal Maintenance	5,200	
116.051820.541414	Street Light Maintenance		5,200

**BE IT FURTHERRESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Engineering 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 839**

**CDBG 2012 PROGRAM BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
181.084910.493000.06912	Federal Aid	106,881	
181.054100.523041.06912	Pedestrian & Bike Path Improvements		73,881
181.086760.542200.06912	Soup Kitchen Supplies		5,000
181.086760.543408.06912	Drug Abuse Prevention Education (CAP)		5,000
181.086760.543410.06912	Homeless Outreach (OpenArms&DomSister)		10,000
181.086860.540000.06912	Administration		13,000

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Town of Riverhead Supervisor to execute the required documents for the grant administration as described above; 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was  Thereupon Duly Declared **TABLED**

11.07.12  
120840

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 840**

**AMENDMENT TO PROCUREMENT POLICY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town adopted a Procurement Policy to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, contracts, and services are obtained efficiently and in compliance with applicable laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition and prudent and economical use of public money.

**WHEREAS**, the Town Board seeks to amend the Procurement Policy to clarify Guideline 7 of the Procurement Policy; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Riverhead's Procurement Policy is hereby amended to read as follows:

**TOWN OF RIVERHEAD  
Procurement Policy**

**PURPOSE:**

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, contracts, and services are obtained efficiently and in compliance with applicable laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition and prudent and economical use of public money. In addition, this Procurement Policy seeks to ensure that the same sound business judgment used for the purchase of personal property (i.e. supplies and equipment) is used for the evaluation of personal property and/or assets with respect to its usefulness to the Town now or in the foreseeable future and cost effective and efficient procedures for disposition of the personal property and/or assets deemed no longer of public use to the Town.

**Guideline 1:** Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law § 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "purchaser") shall estimate the cumulative amount of the items of supply or equipment

needed in a given fiscal year. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

**Guideline 2:** All purchases of supplies or equipment which will exceed \$20,000 in the fiscal year or public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law § 103.

**Guideline 3:**

(1) All estimated purchases of less than \$20,000 but greater than \$3,000 shall require a written request for a proposal ("RFP") and written/fax quotes from at least three comparative vendors; less than \$3,000 but greater than \$1,000 require an oral request for proposal for the goods, equipment or supplies and oral/fax quotes from at least two vendors and purchaser shall maintain a record of responses whether they are received by phone or in writing; less than \$1,000 are left to the discretion of the purchaser.

(2) All estimated public works contracts of less than \$35,000 but greater than \$10,000 require a written request for proposal and fax/proposals from at least three comparable contractors; less than \$10,000 but greater than \$1,000 require a written request for proposal and fax/proposals from at least two contractors and purchaser shall maintain a record of responses whether they are received by phone or in writing; less than \$1,000 are left to the discretion of the purchaser.

(3) All written RFP shall describe the desired goods, quantity and details regarding delivery, including mode of delivery and time parameters for delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

(4) All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract. All responses to the RFP shall be kept confidential until such time as the contract for work or goods is awarded and thereafter all documents responsive to the RFP shall be subject to disclosure pursuant to the applicable provisions of the Public Officers Law.

**Guideline 4:** All purchasers shall make a good-faith effort to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

**Guideline 5:** The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

**Guideline 6:** A request for proposal and/or quotation shall not be required under the following circumstances:

- (1) Contract for professional services subject to resolution of the Town Board.
- (2) Purchase of goods, equipment or supplies or contract for services through the County of Suffolk or through any county within the State of New York subject to County Law 408(a).
- (3) Public emergency arising out of an accident or unforeseen occurrence or condition affecting public buildings, public property or life, health, safety or property of the inhabitants of the Town. Unless exigent circumstances exist such that time is of the essence, Purchaser shall seek to obtain approval of the Town Board prior to purchase or contract.
- (4) Sole-source situations (purchaser must obtain written verification from vendor)
- (5) Surplus and second-hand supplies, material or equipment from federal government, State of New York, or other political subdivisions, districts, or public benefit corporation.
- (6) Purchase of goods, equipment and supplies under State contracts through the Office of General Services and subject to rules promulgated by the Office of General Services.

**Guideline 7:** All The purchases of goods or services must be accompanied by a duly signed and completed purchase order or contract except a purchase order shall not be required prior to purchase/procurement under those circumstances identified in Guideline 6 and purchases or public works project less than \$1000.00. The above guidelines is not intended to eliminate the requirement for a purchase order. will not deem it unnecessary to obtain a purchase order. Note, all Department Heads shall be responsible to verify the existence of a bid or contract award for the same or similar goods or services and shall be limited to purchase from such vendor/contractor.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120841

ADOPTED

TOWN OF RIVERHEAD

Resolution # 841

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR 2012 OR 2013 TYPE III  
AMBULANCE 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 2012 OR 2013 TYPE III AMBULANCE FOR THE TOWN OF RIVERHEAD and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the NOVEMBER 15<sup>TH</sup>, 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 **2012 OR 2013 TYPE III AMBULANCE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on NOVEMBER 28, 2012.**

Bid packets, including Specifications, may be obtained on line at [www.riverheadli.com](http://www.riverheadli.com)

or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m..

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR 2012 OR 2013 TYPE III AMBULANCE.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane Wilhelm, Town Clerk

11.07.12  
120842

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 842**

**STREET LIGHTING DISTRICT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the town has entered an agreement with LIPA to settle on arrears owed for street lighting;

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

		<u>FROM</u>	<u>TO</u>
116.000000.499999	Appropriated Fund Balance	44,000	
116.051820.546200	Electricity		44,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Street Lighting District 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120843

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 843**

**RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION BUS DRIVER TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Bus Driver is needed by the Riverhead Town Recreation Department for work in recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective November 5, 2012 this Town Board hereby appoints Mary Hopkins to the position of Call-In Recreation Bus Driver, Level 3, to be paid the rate of \$13.00 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 844**

**APPOINTS PART-TIME CALL-IN PERSONNEL FOR THE RIVERHEAD YOUTH BUREAU'S 2012 MENTORING MATTERS PROGRAM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the need for personnel exists in the Town of Riverhead Youth Bureau's Mentoring Matters Program; and

**WHEREAS**, it is the recommendation of Chief David J. Hegermiller that the following candidates be appointed to their respective positions on a part-time, call-in basis, at the hourly rates of pay indicated.

Magdalena Babicz	Call-in Rec. Leader IV (Director/Teacher)	\$30.00 per hour
Bernice Brown	Recreation Aide II, Level 3	\$14.00 per hour
Ben Chester	Recreation Aide I, Level 5	\$ 9.00 per hour

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby ratifies the appointment of the aforementioned personnel, effective for the period of October 29, 2012 to June 1, 2013; and

**BE IT FURTHER RESOLVED**, that all appointments are conditional upon the candidates successfully completing background checks; 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120845

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 845**

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**NOW THEREFORE BE IT RESOLVED**, that effective November 8, 2012 this Town Board hereby appoints Eugene Barrow to the position of Call-In Recreation Leader II, Level 3, to be paid the rate of \$13.60 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

11.07.12  
120846

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 846**

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**NOW THEREFORE BE IT RESOLVED**, that effective November 8<sup>th</sup>,2012 this Town Board hereby appoints Katelyn Zaneski to the position of Call-In Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120847

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 847**

**APPROVES CHAPTER 90 APPLICATION OF LIONS CLUB OF RIVERHEAD, INC.  
(Annual Christmas Parade and Assembly – December 2, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on October 9, 2012, the Lions Club of Riverhead, Inc. submitted a Chapter 90 Application for the purpose of conducting their annual “Christmas Parade and Assembly”, said parade to begin on Osborne Avenue continuing onto Main Street and McDermott Avenue and ending at the Peconic Riverfront parking lot, to be held on Sunday, December 2, 2012 between the hours of 1:00 p.m. and 3:00 p.m., having a rain date of Sunday, December 9, 2012; and

**WHEREAS**, the Lions Club of Riverhead, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

**WHEREAS**, the Lions Club of Riverhead, Inc. has requested the Chapter 90 Application Fee be waived due to its not-for-profit status; and

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

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

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

**RESOLVED**, that the Chapter 90 Application of the Lions Club of Riverhead, Inc. for the purpose of conducting their annual “Christmas Parade and Assembly”, said parade to begin on Osborne Avenue continuing onto Main Street and McDermott Avenue and ending at the Peconic Riverfront parking lot, to be held on Sunday, December 2, 2012 between the hours of 1:00 p.m. and 3:00 p.m., having a rain date of

Sunday, December 9, 2012, is hereby approved; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Lions Club of Riverhead, Inc., P.O. Box 846, 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

11.07.12  
120848

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 848**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" (§108-56.1 Sign permits.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-56. Sign permits.); and

**WHEREAS**, a public hearing was held on the 18th day of September, 2012 at 7:15 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 to consider an amendment to Chapter 108 entitled, "Zoning" (§108-56. Sign permits.) of the Town Code of the Town of Riverhead 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 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 to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-56. Sign permits.) at its regular meeting held on November 7, 2012.

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

**ZONING  
ARTICLE XIII  
Supplementary Use Regulations**

**§108-56.1. Sign permits.**

**E. Nonconforming signs.**

- (1) Any sign legally existing on the date of adoption of this chapter of the Town Code may be continued, although such sign may not thereafter conform to the regulations of the district in which it is located.
- (2) No nonconforming sign may be reestablished where a nonconforming use has been discontinued for a period of ~~six months~~ one year.
- (3) Any sign which was erected or placed prior to the adoption of §108-56 of the Town Code shall be considered a legally existing, nonconforming sign.
- (4) Any legally existing, nonconforming sign destroyed by an accidental cause such as fire, flood, explosion, riot, act of God or act of the public enemy shall be replaced by a sign which conforms to the regulations of the district in which it is located.
- ~~(5) All signs must comply with the provisions of this chapter within seven years from October 18, 2005.~~

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

Dated: Riverhead, New York  
November 7, 2012

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

**DIANE M. WILHELM, Town Clerk**

11.07.12  
120849

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 849**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 110 ENTITLED  
“STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL” OF  
THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 110 entitled “Stormwater Management and Erosion and Sediment Control” of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 2<sup>nd</sup> day of October 2012 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 110 entitled “Stormwater Management and Erosion and Sediment Control” 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 110 entitled “Stormwater Management and Erosion and Sediment Control”, of the Riverhead Town Code at its meeting held on October 16, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 110  
STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL**

**§110-12. Fees for services.**

The Town ~~may~~ shall require any person or entity undertaking land development or redevelopment activities regulated by this chapter to pay reasonable costs at prevailing rates for review of Storm Water Pollution Prevention Plans (SWPPPs) , and inspections, or Storm Water Management Practice (SMPs) performed by the Town or performed by a third party at the direction of the Town.

A. The following fees shall be required in connection with the submission of a stormwater pollution prevention plan (SWPPP):

(1) Storm Water Pollution Prevention Plan (SWPPP) Review/Inspection fees initial deposit: \$3500.00.

~~(a) SWPPP for final subdivision approval: \$200 basic fee; plus \$100 per acre or part thereof.~~

~~(b) SWPPP for site plan approval: \$200 basic fee; plus \$100 per acre or part thereof.~~

~~(c) SWPPP for final subdivision as built: \$200 basic fee; plus \$100 per acre or part thereof.~~

~~(d) SWPPP for site plan as built: \$200 basic fee; plus \$100 per acre or part thereof.~~

~~(2) Inspection fees deposit. SWPPP subdivision and site plan inspection fees to be paid upon approval of final subdivision or site plan shall be 2% of the total estimated cost of all improvements, including all temporary and permanent stormwater erosion control measures. The total estimated cost of all improvements, including all temporary and permanent stormwater erosion control measures, shall be determined by Riverhead Town personnel or Town consultants.~~

a. SWPPP review fees: maximum of \$175.00 per hour upon initial review, and all subsequent reviews, if necessary, as performed by Town's retained consultant.

b. SWPPP site inspection fees: \$110.00 per hour upon inspection by Town's retained consultant.

c. The fees referenced in Subsection A(2) shall become non-refundable upon SWPPP review and/or SWPPP site inspection(s).

(3) All fees delineated in Subsections A(1) and A(2), above, shall be deposited in the Town of Riverhead's escrow account entitled "Engineering Department: Storm Water Pollution Prevention Plan Review and Inspection" as addressed in Section B below.

(4) In the event subsequent SWPPP review and/or subsequent site inspection is required, the Town shall defray the cost of such expense from replenishment of the escrow account as addressed in Section B, below.

(5) All fees and deposits delineated in Subsections A(1) and A(2), above, shall be solely used to defray the cost and expense of SWPPP review, site inspection and related activities.

(6) The Town shall provide an accounting of costs and expenses incurred by the Town and/or Town consultants on an annual basis. The Town shall also provide a final accounting at such time that the Town deems the project complete.

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

Dated: Riverhead, New York  
November 7, 2012

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

**DIANE M. WILHELM, TOWN CLERK**

11.07.12  
120850

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 850**

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the November 15, 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 4<sup>th</sup> day of December, 2012 at 2:05 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

CHAPTER 108

Zoning

**Article VIII Accessory Apartments (§ 108-34 - § 108-39)**

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

- D. All applications made to the Board shall be in writing, on forms prescribed by the Board. The Accessory Apartment Review Board shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing posted at least seven days prior to the date of the public hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.

**Article XVIII Amendments and Changes (§108-79 – §108-83)**

**§ 108-80. Applications for change or amendment.**

All petitions, exclusive of a change or amendment initiated by the Town Board on its own motion, for a change or amendment to this chapter (including any part incorporated therein) shall be made by filing the original and 13 copies and shall be accompanied by 14 copies of an accurately drawn map showing the dimensions of the property to be considered, tied in by distance to the nearest recognized street intersection. A last owners' search certified by a New York State licensed attorney-at-law or title company with offices in Suffolk County, certifying the current owner of all adjoining parcels within a radius of 500 feet of

the subject property, shall be filed with the Town Clerk. For the purpose of this section, "current owner" shall mean the owner of record as shown on the current Riverhead Town assessment roll. Upon application, the Town Clerk shall provide to the applicant a sign to be immediately posted at the property indicating that a change of zone application is pending before the Riverhead Town Board. Said application shall be referred to the Planning Board, which will transmit its recommendations to the Town Board within 60 days of the date of referral. After receipt of the recommendations of the Planning Board, the Town Board shall hold a public hearing upon notice as required by § 265 of the Town Law. The Town Clerk shall forward the public hearing notice to the applicant, or his agent, by certified mail, and the applicant, or his agent, shall then fill in the date and time of the public hearing on the sign heretofore posted at the subject property. Additionally, the applicant, or his agent, shall forward a certified copy of the public hearing notice, by certified mail, to all property owners within a five-hundred-foot radius of the subject property, posted at least seven days prior to the date of the public hearing to be affected by the change of zone, and the applicant shall pay all expenses of said hearing, including but not limited to publication costs, postage and transcription of testimony. The Town Board may require the sworn testimony of such persons as it deems necessary for a full and complete hearing on the application. The Town Board may adjourn the public hearing for the purpose of taking further testimony or requiring the production of further information.

## **Article XXVIA. Special Permit (§108-133.1 - §108-133.7)**

### **§ 108-133.4. Application procedure.**

- C. Town Board public hearing. After receipt of the recommendations of the Planning Board (in the event the application was referred to the Planning Board), the Town Board shall hold a public hearing upon public notice and other notices as required by the Town Law. The applicant or his/her representative shall forward a certified copy of the public hearing notice by certified mail to all property owners within a five-hundred-foot radius of the subject property posted at least seven days prior to the date of the public hearing, and the applicant shall pay all expenses of said hearing, including but not limited to publication costs, postage and transcription of testimony. Public notice of said hearing shall be printed in a newspaper of general circulation in the Town at least five days prior to the date thereof. All testimony at the public hearing before the Town Board shall be given under oath. The Town Board may require the sworn testimony of such persons as it deems necessary for a full and complete hearing on the application. The Town Board may adjourn the public hearing for the purpose of taking further testimony or requiring the production of further information. The Town Board shall decide upon the application within 62 days after the close of the hearing. The time within which the Town Board must render its decision may be extended by mutual consent of the applicant and the Board. The decision of

the Town Board on the application after the close of the public hearing shall be filed in the office of the Town Clerk within five business days after such decision is rendered, and a copy thereof mailed to the applicant.

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

Dated: Riverhead, New York  
October 2, 2012

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

**DIANE M. WILHELM**, Town Clerk

11.07.12  
120851

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 851**

**RECREATION FUND**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Superintendent of Recreation is requesting a transfer of funds for anticipated year end expenses;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
006.072089.421042	Instructional Revenue	9,500	
006.090100.581500	NYS Retirement	3,500	
006.076204.543900	Instructional Consultants		6,500
006.070200.549000	Miscellaneous		6,500

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120852

ADOPTED

TOWN OF RIVERHEAD

Resolution # 852

**AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 AND AUTHORIZES THE SUPERVISOR TO ENTER AN AGREEMENT WITH AN EMPLOYEE SETTING TERMS AND CONDITIONS OF EMPLOYMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the annexed stipulation and agreement between Sharon Klos setting terms and conditions of part time employment and authorizes the Town Supervisor to execute same with his signature; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Supervisor, Matthew Hattorff, CSEA Unit President, Robert Kozakiewicz, Town Attorney and William Rothaar, Financial Administrator.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## STIPULATION

Made this \_\_\_\_\_ day of November 2012, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garret Place, Commack, New York (CSEA),

WHEREAS, Sharon Klos has retired from her position in the Building Department and resumed work as a Building Permits Coordinator in a part time capacity without continuing her membership with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852, and

WHEREAS, the Town wishes to retain Sharon Klos as a part time Building Permits Coordinator,

NOW, THEREFORE, it is mutually agreed as follows:

1. That position of part-time Building Permits Coordinator shall be exempt from the Union.
2. That the full time Building Permits Coordinator title shall be part time and will expire six months from the execution of this stipulation.
3. The Town agrees to hire a full time Senior Building Inspector position.

4. This stipulation shall not, in any way, constitute “past practice” for the Town of Riverhead or the CSEA and is and shall remain specific to this matter.

\_\_\_\_\_  
Sean M. Walter, Supervisor

\_\_\_\_\_  
Matthew E. Hattorff, for CSEA

\_\_\_\_\_  
Labor Relations Specialist, CSEA

Agreement made and entered into the \_\_\_\_\_ day of November, 2012, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Sharon Klos, hereinafter referred to as "Klos."

**W I T N E S S E T H:**

WHEREAS, Klos has been employed by the Town since 1993, has retired effective October 31, 2010 and has been employed by the Town as a part-time Building Permits Coordinator, exempt from the union, and

WHEREAS, the Town wishes to continue Klos on a part time basis and the Town desires to provide Klos with written terms and conditions of employment in order to enhance administrative stability and continuity within the Town, which the Town believes generally improves the quality of its overall mission; and

WHEREAS, the Town and Klos believe that written terms and conditions of employment are necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Town; and

WHEREAS, the Agreement supersedes all prior agreements between the parties; and

WHEREAS, the agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in the agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Klos in her position as a part-time Building Permits Coordinator of the Building Department, shall, effective upon execution of this contract and stipulation, be as follows:

**ARTICLE I**

**DURATION**

1. This Agreement shall be effective as of as of the date that the New York State Retirement System accepts the retirement of Klos and shall continue in full force and effect for a period of six months following the effective date.

**ARTICLE II**

**RECOGNITION**

1. The Town recognizes Klos' right to bargain for the terms and conditions of her employment with the Town. Both parties acknowledge that ther Agreement is personal to Klos

and shall not inure to her successor. Such recognition is for the period of the Agreement or extensions hereof.

2. Klos affirms that she does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

3. The Town recognizes Klos' right to designate a representative to appear on her behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of the Agreement and to confer with Klos during working hours. The representative's activities shall not disrupt the orderly and smooth operation of Town government.

### **ARTICLE III**

#### **HOURS OF WORK**

1. Klos' minimum basic work week shall be seventeen and one half hours. However, Klos shall be entitled to flex her basic work week hours over each pay period. In addition, with the approval of the Supervisor, Klos shall be entitled to adjust her schedule such as he deems necessary provide Klos has arranged for adequate coverage of her duties and has adequate sick and vacation time to enable him to be paid for said time off. There shall be no maximum number of hours of work per week. Klos shall not receive additional compensation for hours worked in excess of seventeen and one half hours. Klos is not entitled to earn, accrue, or be paid for overtime or compensatory time

2. Klos shall be entitled to the same paid holidays as set forth in the CSEA contract at the rate of one half day.

3. Funeral Leave. Klos shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at Klos' option, for the death of Klos' spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

4. Jury Service. Klos will be paid her regular salary while performing jury service upon documentary proof being filed with the Supervisor. Klos shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Klos.

5. Court Appearance. Klos' absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. Klos shall not lose any salary therefrom.

6. Parentage Leave. Klos shall receive a parentage leave as defined in the in the current CSEA contract

## **ARTICLE IV**

### **VACATIONS**

1. Klos shall be entitled to six and one quarter (6.25) part-time working days' vacation (November 1 to May 31).
2. Klos, upon request, shall be paid her vacation pay prior to the vacation, providing he shall have given three (3) weeks' notice to the Supervisor.
3. Upon retirement or termination of service, except for cause, Klos shall be compensated, in cash, for any unused vacation.

## **ARTICLE V**

### **SICK LEAVE**

1. Sick leave is absence necessitated by Klos' illness or other physical disability. Klos shall be entitled to seven and one half (7.5) sick days per annum. In order to receive sick leave, Klos shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination Klos before her return to work.
2. Klos, or her legal representative, upon severance, is entitled to payment for unused sick leave.
3. Klos, if she falls ill while on vacation, upon presentation of a medical certificate certifying she was confined to bed for more than five (5) working days during her vacation, may charge her illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

1. Consideration of Grievance.

A grievance by Klos shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request Klos to submit any agreed statement of facts or her version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an

appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise Klos. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

Klos shall have the right at all times to representation of her choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, Klos shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances which are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

Klos may withdraw a grievance at any point in the grievance procedure.

## **ARTICLE XII**

### **MANAGEMENT RIGHTS**

1. Klos recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by her Agreement are, and shall remain, exclusively those of the Town. Klos recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

Klos agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of their Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment. Any violation of the Agreement is subject to the Grievance procedure.

2. The Town Board recognizes that Klos' title with Suffolk County Civil Service shall remain Building Permits Coordinator. Klos and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. Klos

and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

Klos, therefore, agrees that he will not engage in a strike, work stoppage, job action or concerted refusal to perform work.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

1. The Town agrees to provide legal counsel to defend Klos in any action arising out of an assault on Klos on Town business, and the Town hereby agrees to defend, indemnify, and hold Klos harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Klos was acting within the scope of her employment. In the event that Klos is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then he shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided Klos is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Klos is injured or assaulted in the course of employment, he shall receive full salary until such time as her application for reinstatement to full duty status, or, in the event of permanent disability, her application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Klos is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from her sick leave for such injury. If Klos receives a compensation check for lost time due to a compensable injury, he shall endorse her check over to the Town. The above shall apply if Klos was acting within the scope of her employment.

3. A leave of absence, without pay, may be granted to Klos in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If Klos is absent without leave or without due notification to the Supervisor, he shall suffer loss of pay for the days of such absence.

5. Klos shall receive a medical examination once a year and inoculations, when necessary, at the expense of the Town and by a physician selected by the Town.

6. Klos will be paid every two (2) weeks on Thursday of the latter week.

7. Upon Klos's request to examine her official employment personnel file, she may be

permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by Klos, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in her personnel folder.

8. Klos is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Klos without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Klos at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Klos for use on Town business. The Town Board, at its discretion, may determine that Klos has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for Klos.

12. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Klos and the Town Board. The establishment of a written policy detailing the chain of command will be completed within thirty (30) days of the signing of other Agreement.

## **ARTICLE X**

### **WAGES**

Klos shall receive the following annual salary:

\$15,000.00

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed the Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY: \_\_\_\_\_  
SEAN M. WALTER, Town Supervisor

\_\_\_\_\_  
SHARON E. KLOS

11.07.12  
120853

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 853**

**AUTHORIZES THE TOWN ATTORNEY TO ORDER AN UPDATED APPRAISAL FOR  
PROPERTY OWNED BY THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY AND THE RIVERHEAD WATER DISTRICT  
(Roanoke Nursery School Inc. k/k/a Riverhead Country Day School -  
165 Columbus Avenue, Riverhead)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Community Development Agency and the Riverhead Water District entered into a lease agreement dated December 31, 1992, for premises now known as the Riverhead Country Day School located at 82 Columbus Avenue, Riverhead, New York, further described as p/o Suffolk County Tax Map #0600-125-1-4.3; and

**WHEREAS**, said lease agreement provided for a term of ten (10) years with an option to renew the lease agreement for one successive term of ten (10) years; and

**WHEREAS**, a supplemental lease agreement dated June 12, 2003, was entered into between the parties renewing the original lease agreement for an additional term of ten (10) years for the period of January 1, 2003 through December 31, 2012; and

**WHEREAS**, the supplemental lease agreement provided that in the event the Tenant exercised the option to renew for an additional term of ten (10) years, that the rent due for the renewal period would be determined through good faith negotiations between the Landlord and the Tenant; and

**WHEREAS**, the Tenant has expressed a desire to renew said lease agreement; and

**WHEREAS**, the Town of Riverhead desires to obtain an updated real estate appraisal of said property.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Town Attorney to order an updated appraisal with Andrew Stype Realty, Inc. for the sum of \$500.00, in connection with the aforementioned property; 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

11.07.12  
120854

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 854**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH MUNISTAT SERVICES INC. FOR 2012 AND 2013**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board of the Town of Riverhead desires to retain the services of Munistat Services Inc. to prepare the Official Statement and advise regarding matters related thereto required by Securities and Exchange Commission pursuant to Rule 15c2-12 for use of notes, bonds, short and long term funding/ obligations and Town's bond rating for 2012 and 2013; and

**WHEREAS**, Munistat Services Inc. possess the requisite experience and expertise to perform the services required to prepare and file the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c2-12, assist with bond issue; provide services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, and such other financial matters related to Town's bond rating and issuance of bonds; and

**WHEREAS**, pursuant to the proposed Professional Services Agreement between the Town and Munistat Services Inc., Munistat Services Inc. will undertake the preparation of the Official Statement and such other matters identified therein for 2012 and 2013 at the request of the Town Board; and

**WHEREAS**, Munistat Services Inc. has agreed to the terms and provisions in the Professional Services Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with Munistat Services Inc. in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the fee for the preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c2-12 shall not exceed \$4500.00 and such other services related to bond issuance or funding shall be restricted to the fees set forth in the "Payment" provision of the Agreement such that 2012 payment/fees are identical to 2013 payment/fees; and be it further;

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Munistat Services Inc., 12 Roosevelt Avenue, Port Jefferson Station, NY 11776; 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 Munistat Services Inc. existing under the laws of the State of New York with a principal place of business at 12 Roosevelt Avenue, Port Jefferson Station, NY 11776 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the Services set forth below as an independent contractor and not as an employee of Town. Consultant shall submit a list to the Town of the documents and information necessary to prepare the Official Statement and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating. Consultant shall submit all necessary documents and information to the rating agencies and, if Consultant deems appropriate or warranted to serve the best interests of the Town, Consultant shall schedule an appointment with a credit analyst in order to present our views regarding the Town's rating. As nearly all bond and note issues are issued in book-entry-only form, Consultant shall coordinate with the Town, bond counsel and the Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently. Prior to the bond sale, Consultant shall submit the required information to the CUSIP Service Bureau-note, it shall be bond counsel, together with the underwriter to ensure that the bonds are printed in correct form and on a timely basis. Consultant shall ensure the publication of the Notice of Sale for bond issues within the required time limits. In addition to above, Consultant shall prepare the Debt Statement for bond issues and file it with the State Comptroller's office; attend the bid opening and verify the calculation of the winning bid; coordinate the details of the closing with our client, bond counsel, the underwriter, the bond insurance company (if applicable) and either DTC or the Fiscal Agent; coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.; prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and, if applicable, to the bond insurance company. \*All other services identified in the "PAYMENT" provision below shall be at the request of the Chief Fiscal Officer and/or majority of the Town Board.

### 2. TERM OF AGREEMENT

The terms of this agreement are intended to contract for 2012 and 2013 official statement and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating as more fully set forth in Scope of Services. Consultant shall within 3

weeks, measured from the date upon which Town provided and Consultant received all necessary documents and information, complete draft, in word processing format, the Official Statement for submission to the Town and to Bond Counsel for review and comment. After Official Statement in final approved form, Consultant shall distribute pdf versions of Official Statements and Notices of Sale to prospective underwriters and other members of the investment community over the internet and post the documents on Consultant's website. In addition to the above and related to secondary market disclosure, Consultant shall prepare the Statement of Annual Financial and Operating Information and file such Statement, together with the Town's audited financial statements if then available, with the Electronic Municipal Market Access System ("EMMA") no later than June 30, 2012 and June 30, 2013, as required by Securities and Exchange Commission Rule 15c2-12 and the Town's contractual obligation as set forth in its Undertaking prepared in connection with the issuance of its bonds. Also, as the Designated Dissemination Agent for the Town, Consultant shall timely file all Material Events Notices in compliance with such Rule.

### 3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee not to exceed \$19,500 for the first bond issue; \$15,500 for each additional bond issue; \$8,500 for the first note issue and \$7,000 for each additional note issue. The fee for preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements, if then available) in accordance with Rule 15c-12 will be \$4,500. The fee for informal, private sales or other short-term obligations such as Budget Notes will be \$4,500. The fee for services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, will range from \$20,000 to \$35,000 depending on the complexity of the issue (it should be noted, however, that such fee for refundings is payable from the proceeds of each bond issue, and not from the Town's budget) however it is agreed and understood that such fee for such services shall not exceed \$35,000.00. The Town may also be charged an additional fee for multi-purpose bond issues; such fees shall not exceed \$6,500 per bond. The fee for obligations sold to the NYS Environmental Facilities Corporation as part of the Revolving Loan Fund program, the fees are as follows: for short-term loans, no fee will be charged; for original issue bonds, the fee will be \$9,500; for advance refunding bonds, the fee will be \$15,000. In addition to the above, the Town shall be responsible for payment of expenses for: overnight deliveries and duplicating (\*if required and requested by Town), printing and postage for Official Statements and Notices of Sale, printing of bond or notes, publication of the Notice of Sale, production and distribution of Final Official Statements, fiscal agent fees or DTC proceedings, rating agency fees, or fees to bond counsel related to services set forth and identified above, except the fee of \$4500.00 for preparation of draft and final plus filing of the Statement of Annual Financial and Operating Information in accordance with Rule 15c-12 includes all related out-of-pocket expenses for data processing, word processing, printing, duplicating, and overnight deliveries, etc. to Town, bond counsel Securities and Exchange Commission and such other entities required to comply with Rule 15c-12. Consultant shall bill expenses and provide documentation/receipt to support identified expense together with invoice for demand of payment for such expenses. Note, it is estimated that expenses (also described as disbursements) shall not exceed \$8,500 per issue. There will be no fee for the filing of Material Events Notices. Finally, the fee for general consulting services not directly related to the issuance of bonds or other types of borrowings will be billed

at \$150.00 per hour and Consultant shall obtain written approval from the Town's Financial Administrator prior to retaining any such services. All of the payment provisions above are intended to reflect annual payment provisions such that 2012 payment/fees are identical to 2013 payment/fees.

The Town shall require the submission of monthly time records for any hourly fee provision set forth above and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. For task identified above, i.e. Preparation of Official Statement, First bond issue..., Consultant shall submit invoice and voucher identifying task and completion of task in order to satisfy Town accounting requirements. The Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services except as identified in the paragraph above.

#### 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, except to the extent the information and documentation is required to be released and/or distributed necessary to complete tasks related to Official Statement, compliance with Securities and Exchange Commission in Rule 15c2-12 and facilitate and accomplish such other services identified in this agreement. 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, except to the extent required to complete tasks identified in this Agreement (i.e. consultation with bond counsel, communications and submissions to Securities and Exchange, publish/advertise/sale bonds, short and long term financing...essentially all tasks identified in this agreement). Except as identified in provision #4 above and the sentence above, 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, except to the extent that Consultant determines it necessary to retain the services of a third party identified in the final sentence set forth in the FEE provision of this agreement, Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

## 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, Attn: Office of Town Attorney 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to \_\_\_\_\_.

## 11. COMPLIANCE WITH LAWS

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

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

## 13. CONFLICT OF INTEREST

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

## 14. DISCLOSURE

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

## 15. DISPUTES

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

under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

Munistat Services, Inc.

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

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

11.07.12  
120855

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 855**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR INSURANCE BROKERAGE SERVICES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead is seeking proposals from interested and qualified insurance brokerage companies to meet the Town’s property, liability, and certain other insurance requirements and to advise the Town on addressing risk management requirements that are in the best interest of the Town; and

**WHEREAS**, the Town of Riverhead seeks authorization to publish and post a notice to bidders for proposals for Insurance Brokerage Services; and

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

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the November 15, 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

**TAKE NOTICE**, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **November 27, 2012 at 11:00 o'clock am**, prevailing time, for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **INSURANCE BROKERAGE SERVICES**.

Specifications and guidelines for submission of proposals are available on the Town website at [www.townofriverheadny.com](http://www.townofriverheadny.com), click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **November 15, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked “**INSURANCE BROKERAGE SERVICES**”. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on November 27, 2012**.

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

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

**Town of Riverhead**  
**Suffolk County, New York**

**TOWN OF RIVERHEAD**



**Request for Proposals**  
  
**For**  
  
**Insurance Brokerage Services**

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 November 27, 2012

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## I. NOTICE TO BIDDERS

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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 is seeking proposals from interested and qualified insurance brokerage companies to meet the Town's property, liability, and certain other insurance requirements and to advise the Town on addressing risk management requirements that are in the best interest of the Town. Proposals must be submitted per the instructions in the Notice to Bidders.

### 2. Preparation, and Presentation of Proposal

**Bids must be contained in a sealed envelope marked "INSURANCE BROKERAGE SERVICES". 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 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. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding the proposals for brokerage services for the Town's property, liability, and certain other insurance requirements (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 implementation, operation and management of the Project in the best interests of the Town.

### 4. Broker/Contractor Insurance Requirements

- A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form or equivalent deemed acceptable to the Town. If you have questions please visit [www.wcb.state.ny.us/main/forms](http://www.wcb.state.ny.us/main/forms). Proof shall be provided that there is coverage to all employees in all states where operations will be performed under the terms of the Contract. The limits of coverage must meet those set forth in the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

- B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form or equivalent deemed acceptable to the Town. If you have questions please visit [www.wcb.state.ny.us/main/forms](http://www.wcb.state.ny.us/main/forms).
- C. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Acord form is acceptable to evidence the liability coverage.
- D. Brokers and Agents Errors & Omissions or Professional Liability insurance to include malpractice in the amount of \$5,000,000 per claim and as an annual aggregate, the Acord form is acceptable to evidence coverage. The Town will be named as an additional insured on the policy.

This Contract will not be signed by the Town's Supervisor until all required insurances are received.

## **5. 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 specified 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 resolution and 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 is seeking proposals from interested and qualified insurance brokerage companies to meet the Town's property, liability, and certain other insurance requirements and to advise the Town on addressing risk management requirements that are in the best interest of the Town. The Town will use a two-phase process to select an insurance broker and their coverage proposals.

In Phase I, proposers will be evaluated based on their qualifications and experience. Proposals submitted in Phase I must include a list of preferred carriers in order of priority. Brokers may not contact any carriers to obtain pricing until authorized to do so by the Town.

Following Phase I, one or more companies will be asked to submit quotes for specified property, liability, and other insurance coverage from one or more insurance carriers designated by the Town. These quotes will be the basis for the selection of the insurance broker under this RFP.

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" or "Broker" is also used to describe the successful offeror(s) 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. Technical questions should be faxed to the Office of the Town Clerk, 631-208-4034 or e-mailed to [Wilhelm@riverheadli.com](mailto:Wilhelm@riverheadli.com) and contractual questions should be emailed to Jean Miloski [Miloski@riverheadli.com](mailto:Miloski@riverheadli.com) and **must be received by no later than 4:30 pm: November 21, 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, including payment of any and all charges resulting from the contract.

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 504 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.

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 of Riverhead prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

E. 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, including such factors as cost of transfer (resolution and/or transfer resolution of existing claims) or strategy regarding transition of existing and/or pending claims. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.

F. 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.

G. 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

H. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in "Instruction to Bidders" Section "4" "A" through "D", Workers' compensation, Disability, General Liability, and Professional Liability Insurance.

I. 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. Description of Services Required**

#### **A. INTRODUCTION/SUMMARY**

The Town of Riverhead is a municipality located in Suffolk County, New York. Information on the Town of Riverhead, Town Officers, Departments and Committees may be obtained on the website at [www.Riverheadli.com](http://www.Riverheadli.com). In addition, the Town's Adopted Annual Budget which identifies self insurance status, coverage (property, liability, umbrella (excess) liability, workers compensation); Town offices and facilities, i.e. Town Hall, Police Department, Animal Shelter...; and financial statements related to Town government.

The Town of Riverhead is partially self-insured for general and auto liability loss exposures and workers' compensation. Presently, the Town purchases excess liability coverage subject to a \$150,000 self insured retention per occurrence. The Workers Compensation policy includes deductibles of \$175,000 per occurrence for all municipal workers other than police. Police claims are subject to a \$250,000 deductible per occurrence. The Town of Riverhead also purchases other property and casualty coverages for specific purposes, in particular, the Town of Riverhead purchases:

- Property Insurance including Boiler and Machinery Coverage
- Commercial Crime
- Public Officials Liability
- Excess (Umbrella) Liability
- Workers Compensation Insurance

Liability claims are handled by Town staff under the supervision of the Risk Manager and under the direction and guidance of the Office of the Town Attorney for the Town of Riverhead. Auto and General Liability claims are handled through a third party administrator who provides claims administration services. Workers Compensation claims are adjusted by the carrier's claims personnel.

The Town of Riverhead has typical loss exposures from all areas of general municipal exposure: employment practices, land use, public safety and public works are generally large exposure areas for municipalities. The Town of Riverhead has experienced claims in each of these areas but does not consider any to be a significant exposure area.

The Risk Management office, with the assistance of our broker, currently reviews numerous contracts per year and provides in-house consulting service on contract development and risk transfer.

#### **B. MINIMUM QUALIFICATIONS**

Proposers must be duly licensed by State of New York Insurance Department or at

minimum in good standing with, the New York State Insurance Department with multiple line servicing capabilities and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to the Town of Riverhead. Proposers must have experience in providing broker of record services for commercial organizations and governmental entities of the size (Officers, Departments, and Employees) of the Town of Riverhead. Proposers must describe and demonstrate their expertise and experience in placing insurance for each of the policies currently maintained by Town. Proposers/Brokers (not insurance clearing houses) must have a minimum of five years experience serving large municipalities with the above polices, not health insurance policies and must also have experience with an insurance program that has Self Insured Retentions (SIR) and Reserve polices. All Proposers must have a dedicated service staff experienced in all aspects of large municipal or public entity insurance processes, to include claims administration, customer service, issuance of certificates and must be able to formulate written opinions on coverages and insurance questions and analysis to protect the Town of Riverhead. All staff including the broker must have the capability to respond to the insured questions in a very timely fashion. Finally, all proposers must have at least three references from current accounts, preferably with at least one reference comparable to the size and nature of this RFP.

### C. PROGRAM REQUIREMENTS

Property/Casualty/Specialty Risk Line Analysis, marketing and placement of insurance. The proposer(s) selected after Phase II of this RFP will be responsible for assisting the Town with all aspects of its property, casualty, specialty line risk analysis, marketing and placement of insurance, including but not limited to the following:

- Develop underwriting information, prepare specifications for marketing insurance coverage, completing the necessary applications.
- Review the applications with the Town prior to submission to the insurance companies.
- Prepare detailed insurance proposal outlining various property and casualty quotes offered by insurance companies.
- When possible, design insurance policy wording to meet the specific needs and requirements of The Town of Riverhead.
- Structure insurance programs to eliminate gaps and overlaps in coverage and to provide the limits or amounts of coverage requested by The Town of Riverhead.
- Review each insurance policy, binder, certificate or other insuring document to see that wording is complete and accurate and that coverage is in compliance with specifications.
- Service each insurance policy issued to The Town of Riverhead, processing changes and endorsements as needed.
- Facilitate issuance of certificates of insurance including additional insured wording.
- Prepare premium invoices and Town vouchers in order to receive payment.
- Assist in the identification and evaluation of loss exposure as requested, including comparative data regarding other public entities that share the size and scope of the Town of Riverhead, and provide loss prevention strategies to reduce said exposures.
- Monitor all insurance and other risk financing or loss funding arrangements to assure their continuing adequacy in terms of cost and protection.
- Act as liaison between Town and insurers.
- Provide The Town of Riverhead with a written explanation of the basic structure of each policy, including coverages, exclusions, terms, analysis of coverage scope,

cost and services, and other essential information, in a format suitable for use as a high level executive summary document.

- Provide early warning of pending rate, coverage or renewal problems, including significant changes in the financial status of insurers. Keep the Town informed of significant market conditions that may affect The Town of Riverhead's insurance programs.

#### D. LOSS CONTROL SERVICES

- 1) Work with The Town of Riverhead to evaluate the effectiveness of its current loss control program and make recommendations on how to address any deficiencies found to strengthen the overall program.
- 2) When requested perform premise inspection of Town properties together with Town Risk Manager or such other designated Town personnel for the purpose of identifying employee and public safety hazards. Provide recommendations for correction of identified hazards.

#### E. QUANTITATIVE RISK MANAGEMENT ANALYSIS

- 1) Provide an analysis of Town's possible exposure to risks of loss. Develop and recommend to The Town of Riverhead risk financing or loss funding program s.
- 2) Vendor shall provide loss analysis for auto liability, general liability and workers' compensation and based on The Town of Riverhead's loss history, estimate liabilities, reserves and risk margin .

#### F. OTHER

- 1) Provide general risk management and insurance consulting.
- 2) Provide contract review and insurance services support for professional services contracts, construction projects, subcontractor agreements, equipment and premises leases, purchase orders and maintenance agreements. Assist the Town of Riverhead in the development of standards to be used for contract provisions and review.
- 3) Vendor shall assume oversight responsibilities for any existing insurance policies The Town of Riverhead has in place at the beginning of the contract period.
- 4) Process claims made against the Town to the appropriate insurance carrier and generally assist claim preparation in conjunction with third party administration services.
- 5) Consult with Risk Manager and Office of the Town Attorney on coverage, risk reduction and risk transfer costs and such other matters including but not limited to risk management and loss exposure.

## G. ADDITIONAL REQUIREMENTS

### 1) Options

Provide literature, specifications along with pricing of any “value added” features that are currently available but have not been included in this specification that would benefit the operation of the Town of Riverhead.

### 2) Term

It is anticipated the initial term of the insurance policies ultimately awarded will be effective upon the expiration of the current policies. The Town desires for the new policies to be established with an annual policy renewal date of January 1, 2013 and each year thereafter.

### 3) Contract Period

This Contract will cover the period beginning January 1, 2013 for a period of one year and subject to satisfactory annual evaluation and performance review of services rendered by Contractor as determined by Town Financial Administrator, Risk Manager and Office of the Town Attorney the contract shall continue through December 31, 2016, with an option to extend for no more than two one year extensions upon the identical terms and conditions or such other terms negotiated and agreed upon by and between the Town and Contractor subject to resolution of the Town Board.

### 4) Option to Extend and/or Terminate Contract

The Town may seek to extend the contract for two one year periods under identical terms and conditions or such other terms negotiated and agreed upon by and between the Town and Contractor subject to resolution of the Town Board.

### 5) Proposal Requirements

Proposers must submit six copies of their completed proposal for Phase I. At least one copy must contain an original signature. All proposals submitted in response to this RFP shall become the property of the Town.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Each page of the proposal should state the name of the proposer, the RFP number, and the page number. TOWN may request additional data or material to support proposals.

### 6) Proposal Format

To facilitate comparison of proposals, proposers must submit proposals in a format that corresponds to the following outline:

Section 1. Introduction: In this section, provide a brief description of the agency/company, its services, and its overall qualifications, including license information with the New York State Insurance Department or such other state with

at minimum proof of good standing with the New York State Insurance Department, multiple line servicing capabilities and, rated by "Bests" at "A-" or better. In addition, the agency/company should describe experience in providing broker of record services for commercial organizations and governmental entities of the size (Officers, Departments, and Employees) of the Town of Riverhead, number of years providing similar services; number of employees; and approximate number of clients. (See Minimum Qualifications criteria set forth above).

Section 2. Staffing: Identify the proposed account executive and any other staff who will provide regular services to TOWN in providing the insurance broker services described herein. For each person identified, include information indicating the length of time with the agency/company, length of service in insurance or risk management, approximate number of clients served, and any professional/associate designations.

Section 3. Qualifications and Relevant Experience: Briefly describe the agency/company's qualifications and relevant experience in providing insurance programs as described in this RFP and for organizations similar in size and risks to that of TOWN. Based upon your review of information about TOWN's programs and services and its existing insurance coverages, provide any comments or suggestions for TOWN's consideration for the specific insurance quotation coverages to be requested under Phase II of the RFP.

Section 4. References: Provide three (3) references from customers currently receiving insurance coverages from the agency/company. For each reference, provide an individual contact person name, address, and telephone number.

Section 5. List of Insurance Carriers: Proposers must list in order of preference the insurance carriers that the insurance brokerage company would prefer to be assigned if selected to provide a quote in Phase II of the RFP. Proposers may not contact any insurance carriers to obtain pricing until authorized to do so by TOWN. Following Phase I, one or more proposers will be asked to submit quotes for specified property, liability, and other insurance coverage from one or more insurance carriers designated by TOWN. These quotes will be used as the basis for the selection of the insurance brokerage companies and the insurance carrier and coverage. **(Note, Proposal Format Section 5 set forth above shall not be required until the Town completes evaluation of Phase I and selects the company/entity(s) to submit quotes as set described in III "Specifications").**

## 7) Insurance Requirements

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Town (See "Instructions to Bidders" Section "4" above).

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Office of the Town Attorney. "Acord" or other blank certificates may not be acceptable. The Town may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Town. The certificate shall not contain provisions that

are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

8) Confidential Information

The Town of Riverhead is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain Town of Riverhead records are subject to public inspection upon request. However, trade secrets or information submitted to Town of Riverhead which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. Town of Riverhead shall review such requests on a case by case basis. Failure to identify such information shall be deemed consent to public inspection of the entire proposal.

9) Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Town and such other agents or employees of the Town and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Town employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Town (the "Restricted Period").

All communications concerning this Solicitation should be addressed to either the Office of the Town Clerk, fax no. 631-208-4034 or e-mailed to [Wilhelm@riverheadli.com](mailto:Wilhelm@riverheadli.com) or emailed to Jean Miloski [Miloski@riverheadli.com](mailto:Miloski@riverheadli.com) and must be received by no later than 4:30 pm: November 21, 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.

The Town of Riverhead reserves the right to disqualify any Bidder which makes unauthorized contacts to Town of Riverhead.

Bidders are required to complete the attached forms titled "Form of Offeror Disclosure of Prior Non-Responsibility Determination" and "Affirmation of Understanding and Compliance" and return the completed forms with the proposal.

## **IV. CONTRACTOR SELECTION AND PROPOSAL EVALUATION**

### **1. Contractor Selection**

Proposers selected in the Phase I evaluation process will be asked to provide quotes for specific insurance coverages, as requested, to become effective upon expiration of TOWN's current insurance policies.

It is anticipated that this solicitation will result in one or more contract awards. TOWN may contact selected references to determine whether a proposer has the necessary expertise and ability to successfully provide the services requested through this RFP. After completion of the Phase I evaluation, all proposers will be notified of the results, which is expected to occur no later than 30 days after proposal due date, and proposers selected to submit quotes for Phase II will be requested to submit such quotes no later than 60 days after the proposal due date.

### **2. Proposal Evaluation**

#### **A. PHASE I EVALUATION**

Proposals received by the due date will be evaluated by an evaluation panel of TOWN staff. The panel will evaluate the qualifications and experience of each proposer to provide the insurance brokerage services described herein. The evaluation criteria to be used shall include but not be limited to the following:

##### **Proposer Experience and Qualifications**

- Background of the insurance brokerage company.
- Experience in providing insurance services to organizations similar to TOWN including public sector clients.
- Resources available to the firm, including number of employees, number and location of offices, and affiliated companies.
- Past performance of firm and staff as determined by reference checks.
- Background and experience of account executive and other support personnel, including professional qualifications and length of time working with the agency, and length of time working in insurance or risk management services

##### **Responsiveness to the Request for Proposal**

- Requested information included and thoroughness of response.
- Understanding and acceptance of the services requested.
- Clarity and conciseness of the response.
- Demonstrated understanding of risk management issues facing TOWN, including any observations or recommendations on TOWN's current coverages.

#### **B. PHASE II EVALUATION**

Proposals submitted under Phase II will be evaluated based upon an economic evaluation of the quote and the proposed insurance carriers (including policy premiums, rating of the proposed insurance carrier, coverage of terms and conditions of the policies, and references). TOWN prefers proposals that include coverage of all TOWN properties.

Disclosure of Prior Findings of  
Non-responsibility Form

(Mandatory)

Name of Individual or Entity seeking to enter the procurement contract:

Address:

Date:

Solicitation or Agreement Number:

Name and Title of Person Submitting this Form:

Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to \_\_\_\_\_ enter the Procurement Contract in the last four years? (Please indicate with an "X")

Was the basis for the finding of non-responsibility due to a violation of § 139-j of the State Finance Law? T~ (Please indicate with an "X") \_\_\_\_\_

Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a " TT Governmental Entity? (Please indicate with an "X") ~ ~

If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Government Agency or Authority:

Date of Finding of Non-responsibility:

Basis of Finding of Non-responsibility: (Add additional pages as necessary)





**AFFIRMATION OF UNDERSTANDING AND COMPLIANCE**

Name/Title of Procurement Contract Related to Offer: \_\_\_\_\_

\_\_\_\_\_ hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning Contacts during a Town Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date: \_\_\_\_\_ 20\_\_

Name of Officer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Signing the Affirmation

**V. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**

**GROUND 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: \_\_\_\_\_

**VI. 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, and 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.

**VII. 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:

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\_\_\_\_\_

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:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
-------------	----------------	----------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(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.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
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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: \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF RIVERHEAD

Resolution # 856

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RIDER AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES WITH NEXTIRAONE, LLC D/B/A BLACK BOX NETWORK SERVICES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, by Resolution #790 adopted by the Riverhead Town Board on October 19, 2010, the Supervisor was authorized to enter into an Amended Renewal Agreement with NextiraOne, LLC d/b/a Black Box Network Services for telephone service and maintenance at various Town buildings, which included a term period from November 1, 2012 to October 31, 2012; and

**WHEREAS**, such Agreement with NextiraOne, LLC d/b/a Black Box Network Services requires an amendment to extend the term period from November 1, 2012 to February 28, 2013; and

**WHEREAS**, NextiraOne, LLC d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$6945.47 for the period November 1, 2012 to February 28, 2013.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Rider Agreement for Consultant/Professional Services with NextiraOne, LLC d/b/a Black Box Network 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 NextiraOne, LLC d/b/a Black Box Network Services 5050 Lincoln Drive, Suite 300, Minnetonka, MN 55436; 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 AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES**

This Rider Agreement made the 7th of November, 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 "Town") and NextiraOne, LLC, d/b/a Black Box Network Services, with a principal place of business at 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436 (hereinafter referred to as "Consultant").

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

### **1. SCOPE OF SERVICES**

Town and Consultant executed an Agreement regarding telephone service and maintenance on November 1, 2010, which included a term period from November 1, 2010, to October 31, 2012. Town and Consultant hereby mutually agree to extend the term period of the above-referenced Agreement from November 1, 2012 to February 28, 2013. Town and Consultant hereby agree that all of the terms and conditions incorporated in the Agreement ending October 31, 2012, with the exception of the pricing for maintenance services, shall be extended and in effect during this Rider period from November 1, 2012 to February 28, 2013, and such terms and conditions are incorporated by reference herein as if recited in their entirety herein. During the term of this Agreement, Consultant shall also furnish the services set forth in Schedule A attached hereto and made a part hereof. In the event of a conflict between this Rider Agreement and the attached Schedule A, this Rider Agreement shall control. These services are to be rendered by Consultant as an independent contractor and not as an employee of the Town.

### **2. TERM OF AGREEMENT**

This Rider Agreement shall commence on November 1, 2012, and terminate on March 1, 2013.

### **3. PAYMENT**

For these services, Town will pay Consultant in the amount of \$6,945.47 (SIX THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS and FORTY-SEVEN CENTS), payable within 60 days of receipt of a fully executed Rider Agreement and submission of a proper invoice with all attendant documentation. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Rider 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 Rider 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 Rider 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 Rider 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 Rider 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 Rider Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Rider 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 Rider 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 Rider 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. 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 Rider Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Rider Agreement.

#### 8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Rider 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 Rider 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 Rider Agreement or schedules annexed hereto and made a part hereof.

#### 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC, d/b/a Black Box Network Services, 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436, with a copy to Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055, Attn: General Counsel.

#### 10. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Rider 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. With the exception of Consultant's April 30, 2006, guilty plea to one count of wire fraud in the District of South Dakota arising from its participation in the E-Rate Program, a program supervised by the Federal Communications Commission ("FCC") to provide discounted telecommunications products and services to schools and libraries, Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

#### 11. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance 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 Rider Agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

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

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

\_\_\_\_\_  
By: Sean M. Walter, Supervisor  
TOWN OF RIVERHEAD

\_\_\_\_\_  
By:  
Title:  
NextiraOne, LLC,  
d/b/a as Black Box Network Services

**Customer Inventory Schedule A/ Master Exhibit A**  
**Town of Riverhead**

SITE NAME	CUST #	STREET ADDRESS	CITY	ST	ZIP	SYSTEM TYPE	VM & ADDL APPLICATIONS	SERVICE PLAN	MAINT START DATE	MAINT END DATE	ANNUAL MAINT AMOUNT	TOTAL MAINT AMOUNT
Town Hall	10052578	200 Howell Ave.	Riverhead	NY	11901	Opt. 11C	Call Pilot, Telephony Mgr	Comprehensive	11/1/2012	10/31/2014	\$	\$
Town Hall West	1038701	1295 Palaski St.	Riverhead	NY	11901	Mini Carrier Remote*	N/A	Comprehensive	11/1/2012	10/31/2014	\$	\$
Town Hall South	1044085	755 E. Main St.	Riverhead	NY	11901	Norstar Carrier Remote*	N/A	Comprehensive	11/1/2012	10/31/2014	\$	\$
Water District	1041749	1035 Palaski St.	Riverhead	NY	11901	Norstar CICS	StarTalk Flash Model 4	Norstar Standard	11/1/2012	10/31/2014	\$	\$
Highway Dept.	10517548	1177 Osborne Ave.	Riverhead	NY	11901	Carrier Remote*	N/A	Comprehensive	11/1/2012	10/31/2014	\$	\$
Municipal Garage	10537688	1412 Old Country Rd.	Riverhead	NY	11901	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	11/1/2012	10/31/2014	\$	\$
St. Citizens Chr.	10528767	60 Shadelree Lane	Aquebogue	NY	11931	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	11/1/2012	10/31/2014	\$	\$
Parks & Recreation	1045479	55 Columbus Avenue	Riverhead	NY	11901	Norstar CICS	Call Pilot 100	Norstar Standard	11/1/2012	10/31/2014	\$	\$
										TOTAL	\$	\$
*Pricing for 10052578 includes parts for both Carrier Remote locations: 1038701, 1044085 & 10517548												
<b>Billing Address for all locations: 200 Howell Ave., Riverhead, NY 11901 Attn: Leisa Sollazzo</b>												
1. This Schedule A includes equipment that is no longer supported by Avaya. Black Box Network Services will make a best effort to resolve all issues. This may include replacing the system, at Customer's expense, with a system currently supported by Avaya.												
2. Black Box Network Services' obligations to perform under this Contract is subject to Black Box Network Services' ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor of alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or material necessary to repair the products.												
3. One way travel is billable to the Customer for all billable repairs and MAC (Moves, Adds and Changes) work. Travel is billed at Black Box Network Services' current contract rates.												

Town of Riverhead

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

Date: \_\_\_\_\_



Customer Inventory Schedule A- Maintenance Pricing

**Customer Name:** Town of Riverhead - Town Hall  
**Site Number:** 10052578  
**Service Address:** 200 Howell Ave.  
 Riverhead NY 11901  
**Contact Name:** Leisa Solizzo  
**Contact Number:** 631-727-3200  
**Billing Address:** 200 Howell Ave.  
 Riverhead NY 11901  
**System Type:** Opt. 11C  
**Contract Start Date:** 11/1/2012  
**Contract End Date:** 10/31/2014  
**Contract Term:** 2  
**Sales Person Name:** Patty Lewis  
**Ports:** 284

**Service Plan:** Comprehensive Plan

**Service Features:**

\*Major Calls - 90 Minute Response Time - 24 X 7  
 \*Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
<b>Components</b>		
Analog 2500 Set	Sets	83
All Nortel Digital Sets (except M3900)	Telephone	149
Call Pilot Comprehensive	Port	6
Modems/SEB	Modem	1
Alarm Monitoring	System	1
<b>Additional Equipment</b>		
Telephony Manager	1	1
Batteries - preventative mntc only	1	1
All Printers and Terminals	1	1
GE4300883 - Avaya PASS Basic for Call Pilot	1	1
GE4300AQQ - Avaya PASS Basic For CS1000	1	1
Includes coverage for Carrier Remotes at 1038701, 1044085 and 10517548	1	1
<b>NOTES</b>		
Semi-annual billing.		

**BlackBox Service Pricing Summary**

Description
Total (Semi-Annual)
Total (Annual)
Total (Term)

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



Customer Inventory Schedule A- Maintenance Pricing

**Customer Name:** Town of Riverhead - Parks and Recreation  
**Site Number:** 1045479  
**Service Address:** 55 Columbus Avenue  
 Riverhead NY 11901  
**Contact Name:** Leisa Sollazzo  
**Contact Number:** 631-727-3200  
**Billing Address:** 55 Columbus Avenue  
 Riverhead NY 11901  
**System Type:** Norstar  
**Contract Start Date:** 11/1/2012  
**Contract End Date:** 10/31/2014  
**Contract Term:** 2  
**Sales Person Name:** Patty Lewis

**Service Plan:** Norstar Standard

**Service Features:**

- \*Major Calls - 3 Hour Response Time - 8-5 M-F
- \*Minor Calls - 24 Hour Response Time - 8-5 M-F

Components	Unit	Quantity
Norstar CICS (0X16)	Station	8
Call Pilot 100	Each	1
Telephone Sets	Phone	5
<b>NOTES</b>		
Semi-annual billing.		

**BlackBox Service Pricing Summary**

Description	Price
Total (Semi-Annual)	\$1,200.00
Total (Annual)	\$2,400.00
Total (Term)	\$4,800.00

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



Customer Inventory Schedule A- Maintenance Pricing

**Customer Name:** Town of Riverhead - Water District  
**Site Number:** 10411749  
**Service Address:** 1035 Pulaski St.  
 Riverhead NY 11901  
**Contact Name:** Leisa Sollazzo  
**Contact Number:** 631-727-3200  
**Billing Address:** 1035 Pulaski St.  
 Riverhead NY 11901  
**System Type:** Norstar  
**Contract Start Date:** 11/1/2012  
**Contract End Date:** 10/31/2014  
**Contract Term:** 2  
**Sales Person Name:** Patty Lewis

**Service Plan:** Norstar Standard

**Service Features:**

- \*Major Calls - 3 Hour Response Time - 8-5 M-F
- \*Minor Calls - 24 Hour Response Time - 8-5 M-F

Components	Unit	Quantity
Norstar CICS (0X16)	Station	9
Startalk Flash Model 4	Each	1
<b>NOTES</b>		
Semi-annual billing.		

**BlackBox Service Pricing Summary**

Description	Price
Total (Semi-Annual)	\$1,200.00
Total (Annual)	\$2,400.00
Total (Term)	\$4,800.00

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



Customer Inventory Schedule A- Maintenance Pricing

**Customer Name:** Town of Riverhead - Senior Center  
**Site Number:** 10528767  
**Service Address:** 60 Shadetree Lane  
 Riverhead NY 11931  
**Contact Name:** Leisa Sollazzo  
**Contact Number:** 631-727-3200  
**Billing Address:** 60 Shadetree Lane  
 Riverhead NY 11931  
**System Type:** Norstar  
**Contract Start Date:** 11/1/2012  
**Contract End Date:** 10/31/2014  
**Contract Term:** 2  
**Sales Person Name:** Patty Lewis

**Service Plan:** Norstar Standard

**Service Features:**

- \*Major Calls - 3 Hour Response Time - 8-5 M-F
- \*Minor Calls - 24 Hour Response Time - 8-5 M-F

Components	Unit	Quantity
Norstar CICS (0X16)	Station	12
Norstar Vc Mail Mod. 2/4	Each	1
Paging system no speakers	1	1
<b>NOTES</b>		
Semi-annual billing.		

**BlackBox Service Pricing Summary**

Description
Total (Semi-Annual)
Total (Annual)
Total (Term)

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



Customer Inventory Schedule A- Maintenance Pricing

**Customer Name:** Town of Riverhead - Municipal Garage  
**Site Number:** 10537688  
**Service Address:** Mechanic Maintenance Facility, 1412 Old Country Rd  
 Riverhead NY 11901  
**Contact Name:** Leisa Sollazzo  
**Contact Number:** 631-727-3200  
**Billing Address:** Mechanic Maintenance Facility, 1412 Old Country Rd  
 Riverhead NY 11901  
**System Type:** Norstar  
**Contract Start Date:** 11/1/2012  
**Contract End Date:** 10/31/2014  
**Contract Term:** 2  
**Sales Person Name:** Patty Lewis

**Service Plan:** Norstar Standard

**Service Features:**  
 \*Major Calls - 3 Hour Response Time - 8-5 M-F  
 \*Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
<b>Components</b>		
Norstar CICS (0X16)	Station	8
Norstar Vc Mail Mod. 2/4	Each	1
<b>NOTES</b>		
Semi-annual billing.		

**BlackBox Service Pricing Summary**

Description
Total (Semi-Annual)
Total (Annual)
Total (Term)

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



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# COMPREHENSIVE SERVICE PLAN CS1000 SUPPORT SOLUTIONS

The Customer Solutions Center will provide remote diagnostics and resolve the problem or dispatch on-site assistance if needed. The Comprehensive Plan includes all parts, labor, priority response and emergency protection for major failures.

## SERVICE FEATURES

- |   |  |  |
|---|--|--|
| <b>SUPPORT FROM SINGLE SERVICE PROVIDER</b> | <ul style="list-style-type: none"> <li>• One Toll-Free 800 # or via CSC.com for all Service Requests *</li> <li>• Materials</li> <li>• Labor Included During Coverage Hours</li> <li>• Corrective Maintenance</li> <li>• Preventive Maintenance (Per Manufacturers Specifications)</li> <li>• Remotely Diagnose Problem **</li> <li>• Dispatch On-Site as Needed</li> <li>• Black Box Network Services Technical Assistance Center</li> <li>• Flexible Scheduled Downtime *****</li> </ul> | <ul style="list-style-type: none"> <li>• One Site Audit (performed at the beginning of the contract)</li> <li>• Escalation to Manufacturer Technical Assistance Center</li> <li>• Work to Completion/Continuous Effort-Majors</li> <li>• Alarm Monitoring (SEB EA 24x7x365)</li> <li>• 24 Hour x 7 Day Customer Solutions Center ***</li> <li>• Telesupport</li> </ul> |
|---|--|--|

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- |                                      |   |  |
|--------------------------------------|---|--|
| <b>DEFINED SERVICE RESPONSE TIME</b> | <ul style="list-style-type: none"> <li>• Coverage Hours 8am-5pm, Monday-Friday</li> <li>• 24x7 Emergency Protection for Major Failures</li> <li>• On-Site or Remote Response within Ninety (90) Minutes of Initial Call for Major Failures *****</li> </ul> | <ul style="list-style-type: none"> <li>• Black Box Network Services Holidays Included</li> <li>• Service is Available Outside Coverage Hours at Current Labor Rates</li> <li>• On-Site or Remote Response within Twenty-Four (24) Hours of Initial Call for Minor Failures ****</li> </ul> |
|--------------------------------------|---|--|

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- |                 |   |  |
|-----------------|---|--|
| <b>BENEFITS</b> | <ul style="list-style-type: none"> <li>• Ease and Convenience of a Single Source Solution</li> <li>• Priority Response and Problem Resolution for Major Failures, 24 Hours a Day at no Additional Charge</li> </ul> | <ul style="list-style-type: none"> <li>• Experienced Technical Expertise is Accessible when Needed to Resolve Problems</li> <li>• Extended Service Protection Options Available Enabling Long Term Planning</li> </ul> |
|-----------------|---|--|

\* To obtain CSC.com Web Access, the following information needs to be emailed to [CSC@blackbox-vs.com](mailto:CSC@blackbox-vs.com): to set up a customer profile: Contact Name, phone number, fax number, email address, company name and site numbers.

\*\* Remote Diagnostics requires 24x7 access and modem. Any services provided remotely are dependant upon access features of system (SEB 11).

\*\*\* The Black Box Network Services Customer Solutions Center is staffed after hours with personnel responsible for entering customer service requests and dispatching on- call technical support engineers for problem resolution.

\*\*\*\* All maintenance may be performed on-site or from a remote location as determined by us to most effectively and efficiently address the maintenance to be performed. Major Failure defined as: The product's central processor or any attached processor cannot receive or retrieve information; any attendant console cannot place or receive calls; a minimum of 20% of all telephone or data ports cannot place or receive calls or a business-affecting ACD station or group failure; a minimum of 20% of all trunks are inoperative or the lead trunk of any group is inoperative; or a previously defined prime telephone or service feature is inoperative. All other issues are defined as Minor Failures.

\*\*\*\*\* Black Box Network Services will provide scheduled service during the hours of 8:00 a.m. to 11:00 p.m. M-F (excluding Black Box Network Services Holidays) and 8:00 a.m. to 8:00 p.m. on Saturdays.



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# STANDARD SERVICE PLAN NORSTAR SUPPORT SOLUTIONS

The Customer Solutions Center will provide remote diagnostics and resolve the problem or dispatch on-site assistance if needed. The Standard Plan includes all parts and labor during normal business hours.

## SERVICE FEATURES

- |   |   |  |
|---|---|--|
| <b>SUPPORT FROM SINGLE SERVICE PROVIDER</b> | <ul style="list-style-type: none"> <li>• One Toll-Free 800 # or via CSC.com for all Service Requests *</li> <li>• Materials **</li> <li>• Remote Labor Included During Coverage Hours</li> <li>• Corrective Maintenance</li> <li>• Remotely Diagnose Problem ***</li> <li>• Dispatch On-Site as Needed</li> </ul> | <ul style="list-style-type: none"> <li>• Black Box Network Services Technical Assistance Center</li> <li>• Escalation to Manufacturer Technical Assistance Center</li> <li>• 24 Hour x 7 Day Customer Solutions Center ****</li> </ul> |
|---|---|--|

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- |                                      |   |  |
|--------------------------------------|---|--|
| <b>DEFINED SERVICE RESPONSE TIME</b> | <ul style="list-style-type: none"> <li>• Coverage Hours 8am-5pm, Monday-Friday</li> <li>• On-Site or Remote Response within <del>Three (3) Hours of Initial Call for Major Failures</del> ****</li> </ul> | <ul style="list-style-type: none"> <li>• Black Box Network Services Holidays Excluded</li> <li>• On-Site or Remote Response within Twenty-Four (24) Hours of Initial Call for Minor Failures ****</li> </ul> |
|--------------------------------------|---|--|

- 
- |                 |   |   |
|-----------------|---|---|
| <b>BENEFITS</b> | <ul style="list-style-type: none"> <li>• Ease and Convenience of a Single Source Solution</li> <li>• Cost Effective Service Option</li> </ul> | <ul style="list-style-type: none"> <li>• Experienced Technical Expertise</li> <li>• Enhances Customer's Own Internal Support Structure</li> </ul> |
|-----------------|---|---|

\* To obtain CSC.com Web Access, the following information needs to be emailed to [CSC@blackbox-vs.com](mailto:CSC@blackbox-vs.com) to set up a customer profile: Contact Name, phone number, fax number, email address, company name and site numbers.

\*\* Parts replacement shipped next business day.

\*\*\* Remote Diagnostics requires 24x7 access and modem. Any services provided remotely are dependant upon access features of system (RAD Device).

\*\*\*\* The Black Box Network Services' Customer Solutions Center is staffed after hours with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution. Major Failure defined as: The product's central processor or any attached processor cannot receive or retrieve information; any attendant console cannot place or receive calls; a minimum of 20% of all telephone or data ports cannot place or receive calls or a business-affecting ACD station or group failure; a minimum of 20% of all trunks are inoperative or the lead trunk of any group is inoperative

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## PBX MAINTENANCE PLAN FEATURE GUIDE

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### **MATERIALS**

All materials covered by the service agreement are replaced at no additional charge if failure is due to normal wear. Product abuse or damage caused by disasters such as storms or fires will result in additional charges for replacement.

### **CORRECTIVE MAINTENANCE**

#### **Major Failure Definition:**

Service required bringing the equipment back to operational condition when one of the following conditions exists:

- The central or attached processor cannot receive or retrieve information
- Any attendant console cannot place or receive calls
- A minimum of 20% of all telephone or data ports cannot place or receive calls or a business affecting ACD station or group failure
- A minimum of 20% of all trunks are inoperative or the lead trunk of any trunk group is inoperative

**Minor Failure Definition:** All other requests for maintenance.

### **PREVENTIVE MAINTENANCE**

A maintenance routine performed on the system to check all critical components and verify system performance according to the procedures and the frequency recommended by the manufacturer.

### **REMOTE DIAGNOSTICS SUPPORT**

All alarms and repair calls are routed to technical analysts for review prior to dispatching a field technician. In many instances, the diagnostic routines performed by the technical analyst allow system malfunctions to be repaired remotely.

### **TECHNICAL ASSISTANCE CENTER**

Centralized group of experts are available to assist our field technicians with problems which are difficult to resolve. This group also acts as a point of escalation for factory support.

### **TELESUPPORT**

Direct access to centralized team of technical representatives to assist with product support, consultation and technical issues.

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## PBX MAINTENANCE PLAN FEATURE GUIDE

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### **WORK TO COMPLETION/CONTINUOUS EFFORT**

Once on-site corrective maintenance has begun, service will continue uninterrupted as long as reasonable progress is being made until the system is operational. Work may be temporarily suspended if other parts or resources are required, but will resume immediately when they become available.

### **ALARM MONITORING**

Systems that are equipped with an automatic alarm unit will be monitored for any software or hardware errors. Should an alarm be detected in the system, the Customer Solutions Center is immediately notified and a support case is opened automatically. **Teltronics SEB or NetPath Required for this service.**

### **SERVICE ACTIVITY REPORTS**

These summary reports itemize the number, type and response times associated with corrective maintenance activity. These reports are available from your local branch management team.

### **MANUFACTURER CORRECTIVE SOFTWARE UPDATES**

Software updates are defined as software that include "bug" fixes or minor revisions that correct errors in existing operation of the software. Updates do not include hardware, software enhancements or software upgrades.

### **24 HOUR X 7 DAY SOLUTION CENTER**

The Customer Solutions Center is staffed 24 hours per day, 7 days per week with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution.



## Fact Sheet for Black Box Customers

### Avaya Partner Assurance Support Services (PASS) Program.

Effective July 2010, Avaya has announced a new program called PASS that all Avaya partners, such as Black Box Network Services, must comply with in order to receive Avaya software support for their heritage Nortel customers.

This required PASS program provides Black Box with access to Avaya for:

- Level 3 Technical Support
- Patches
- Corrective Content
- Upgrades (subject to option being purchased)

Avaya technical support elements are crucial in enabling Black Box to ensure your system software performs optimally and also to help maximize and extend your investments in your heritage Nortel systems.

### How It Works: It's Easy.

At the time you renew your maintenance service contract with Black Box, Black Box will automatically enroll any qualifying system in the Avaya PASS program. Black Box will handle everything for your enrollment.

Depending on your agreement with Black Box, you might see a price increase in your maintenance costs because of the incremental costs for Black Box to comply with the Avaya PASS program requirements.

### Get the Facts:

- This is not an optional Avaya program, nor is it unique to Black Box. All heritage Nortel systems are required by Avaya to be enrolled in PASS to receive manufacturer support.
- Only heritage Nortel systems enrolled in PASS will receive software support from Avaya Global Services. This includes Black Box inquiries to Avaya on your behalf.
- Only heritage Nortel systems enrolled in PASS will have access to Avaya software patches, updates, and upgrades (subject to option being purchased).
- Covered systems:
  - CS1K release 3.0 and above
  - Call Pilot release 4.0 and above
  - Contact Center release 6.0 and above
  - Data products
  - BCM product lines

If your heritage Nortel system does not fall within the releases listed above, Black Box will receive coverage on your system under an Avaya Time and Materials policy.

Black Box Network Services remains focused on delivering exceptional customer service to you. As an Avaya Platinum partner and previous Nortel Elite Advantage partner, Black Box Network Services remains committed to helping you get the most from the technology investments you have made as well as providing you with knowledgeable guidance for future technology investments in products and solutions that best fit your individual needs and growth.

### Learn More.

If you have any questions about the Avaya PASS program or need additional information about service and support for the Black Box communications portfolio of solutions, talk to your Black Box account manager or call 877-500-4778. Thank you for being a Black Box customer. We appreciate your business.

The Avaya logo, consisting of the word "AVAYA" in a bold, sans-serif font.

**BUSINESSPARTNER**  
**Platinum**

**TOWN OF RIVERHEAD**

**Resolution # 857**

**APPROVES THE CHAPTER 90 APPLICATION OF EVENT POWER**  
**("Riverhead Rocks Triathlon" – June 29<sup>th</sup> and 30<sup>th</sup>, 2013)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on September 14, 2012, Event Power submitted a Chapter 90 Application for the purpose of conducting a triathlon event entitled "Riverhead Rocks Triathlon", said course to encompass West Main Street, Osborne Avenue, Pulaski Street, Roanoke Avenue, Elton Street and the Peconic Riverfront, Riverhead, New York, on Saturday, June 29, 2013 between the hours of 10:00 a.m. and 6:00 p.m. and on Sunday, June 30, 2013 between the hours of 4:30 a.m. and 2:00 p.m.; and

**WHEREAS**, Event Power has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the 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 Event Power for the purpose of conducting a triathlon event entitled "Riverhead Rocks Triathlon" at the aforementioned locations and times is hereby approved; and be it further

**RESOLVED**, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and the National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

**RESOLVED**, that this approval is subject to receipt of a certificate of insurance evidencing acceptable limits, naming the Town of Riverhead as an additional insured, **no later than January 2, 2013**; and be it further

**RESOLVED**, that this approval is subject to receipt of written confirmation from the Riverhead Volunteer Ambulance Corp. that they have been contacted and will be available to provide their services at the event on the specified dates and times; 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 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

TOWN OF RIVERHEAD

Resolution # 858

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE FINAL CHANGE ORDER FOR PECONIC AVENUE CROSSWALK IMPROVEMENT PROJECT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on July 1, 2010, the Riverhead Town Board adopted Resolution No. 517 entitled, "Awards Bid for Peconic Avenue Crosswalk Improvement Project"; and

**WHEREAS**, the bid was to Corazzini Asphalt, Inc. in the amount of Seventy Seven Thousand Eight Hundred Twenty and 00/100 (\$77,820.00); and

**WHEREAS**, additional work was required to modify and install the crosswalk sign structure foundation due to encountering an unidentifiable obstruction at a depth of 8 feet. Due to soil conditions and adjacent sidewalk and roadway a four foot steel caisson and rebar cage needed to be driven into the ground to form the concrete foundation of the sign structure and contacted and underground obstruction at a depth of eight feet below grade. This obstruction could not be cleared causing the need for a new structural analysis determining that the caisson and foundation could be cut down to eight feet requiring the contractor to modify the rebar cage, torch cut the steel caisson and modify the method of placing concrete in the caisson. This process caused demobilization and remobilization as well as retaining a subcontractor to complete the caisson installation for the negotiated amount of Nine Thousand Dollars & 00/100 (\$9,000.00).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute a change order in the amount of Nine Thousand Dollars & 00/100 (\$9,000.00); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Corazzini Asphalt, Inc., 6245 Cox Lane, Cutchogue, NY 11935, Kenneth Testa, P.E., Christina Kempner, Community Development Director, 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

11.07.12  
120859

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 859**

**APPROVES THE CHAPTER 90 APPLICATION OF  
COMPETITIVE EVENTS GROUP  
(2013 Deep Pond Triathlon – August 17<sup>th</sup> & 18<sup>th</sup>, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on September 12, 2012, Competitive Events Group submitted a Chapter 90 Application for the purpose of conducting a fund raising event entitled “Deep Pond Triathlon” for the benefit of the Boy Scouts of America to be held on the Schiff Camp property located at 1601 Wading River Manor Road, Wading River, New York, on Saturday, August 17, 2013 between the hours of 6:00 a.m. and 12:00 noon (adult triathlon) and on Sunday, August 18, 2013 (youth triathlon) between the hours of 8:00 a.m. and 11:30 a.m.; and

**WHEREAS**, Competitive Events Group, 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 Competitive Events Group, LLC for the purpose of conducting a fund raising event entitled “Deep Pond Triathlon” for the benefit of the Boy Scouts of America to be held on the Schiff Camp property located at 1601 Wading River Manor Road, Wading River, New York, on the above referenced

date and times is hereby approved; and be it further

**RESOLVED**, should tent(s) be utilized, 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 receipt of written confirmation from the Wading River Fire Department and the Riverhead Volunteer Ambulance Corp. that they have been contacted and will be available to provide their services at the event on the specified dates and times; 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 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Competitive Events Group, 266 Bangor Street, Lindenhurst, New York, 11757; 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

11.07.12  
120860

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 860**

**DECLARES ROUTE 58, LLC IN DEFAULT IN CONNECTION WITH SITE PLAN  
APPROVAL OF THE CONSTRUCTION OF A BOWLING CENTER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Planning Board, by Resolution #43 dated May 5, 2008, approved the site plan petition of Route 58, LLC for the demolition of an existing 25,500 sq. ft. auto dealership and construction of a 30,000 sq. ft. 28 lane bowling center and related site improvements on real property located at Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-85-1-5; and

**WHEREAS**, The Town Board, by Resolution #1003 dated November 4, 2009, did accept Bank of Smithtown Irrevocable Letter of Credit No. 100437 of Route 58, LLC in the amount of \$48,093.50 representing water key money in connection with this site plan approval; and

**WHEREAS**, the Town has been put on notice, by letter dated July 30, 2012, by People's United Bank, predecessor to Bank of Smithtown, that they have elected to not renew the above referenced letter of credit and that the final expiration date of same is November 30, 2012; and

**WHEREAS**, Route 58, LLC has failed, or neglected to pay, the required water key money in accordance with said site plan approval; and

**WHEREAS**, Route 58, LLC is in default in connection with their site plan approval.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Riverhead Town Board hereby declares Route 58, LLC in default and calls upon Route 58, LLC to submit payment in the amount of \$48,093.50 representing water key money in connection with their site plan approval immediately or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

**RESOLVED**, that the Town Attorney is hereby directed to present Irrevocable

Letter of Credit #100437 in the amount of \$48,093.50 to People's United Bank for payment by reason of default of Route 58 LLC; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Charles R. Cuddy, Esq., 445 Griffing Avenue, Riverhead, New York, 11901, as attorney for Route 58, LLC, People's United Bank, 850 Main Street, Bridgeport, CT, 06604-4917 and Gary Pendzick, Water District Superintendent; 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

11.07.12  
120861

ADOPTED

TOWN OF RIVERHEAD

Resolution # 861

DENIAL OF SPECIAL PERMIT APPLICATION OF  
ROSA'S CAFE, INC. D/B/A MICHELLE'S CAFE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, an application was submitted by Rosa's Cafe, Inc. d/b/a Michelle's Cafe to the Town Board for a special permit pursuant to § 108-129(b)(3) to allow the establishment of a tavern upon property located at 155 Griffing Avenue, Riverhead, New York in the hamlet of Riverhead within a existing 891 square foot building; such real property more particularly described as SCTM No. 0600-128-3-39; and

**WHEREAS**, pursuant to Resolution # 626 adopted on August 7, 2012, the Town Board declared itself lead agency on the action and assessed the petition as a Type II pursuant to 6 NYCRR Part 617.5(c)(7); and

**WHEREAS**, pursuant to the aforementioned resolution, the Town Board called for a public hearing to be held on September 5<sup>th</sup>, 2012 at 2:05 pm; and

**WHEREAS**, a public hearing on the matter was held at the above stated date and time at which the applicant gave testimony under oath relating to the proposed use of the property and responded to inquiries from the Town Attorney, Town Board and members of the public related to the proposed use of the property for a tavern on the subject property; and

**WHEREAS**, at the public hearing held on the matter, the applicant's attorney, Jonathon D. Brown, Esq. gave testimony relating to the proposed use of the property and responded to inquiries from the Town Attorney, Town Board and members of the public related to the proposed use of the property for a tavern on the subject property; and

**WHEREAS**, on September 11, 2012, one written submission was made to the Town Board by Philip J. Kenter, President of Relay Communications Center, Inc., which contained certain hearsay; and

**WHEREAS**, on September 13, 2012, two written submissions were made to the Town Board by the applicant's attorney, Jonathon D. Brown, Esq., purporting to "address the concerns raised at the public hearing regarding the identity of the applicant, the identity of the corporate principals and alleviate any potential negative impacts that may result from granting the special use permit"; and

**WHEREAS**, on September 14, 2012, Karen A. Hoeg, Esq. submitted in writing objections to the special permit, identified alleged inconsistencies and discrepancies related to the true identity of the applicant and applicant's relationship to the landlord; set forth alleged inconsistencies about the use; and set forth the special permit criteria under section 108-133.3; and

**WHEREAS**, the Town Board has carefully considered the merits of the petition, the SEQRA record created to date, the recommendation of the Riverhead Planning Board, the recommendation of the Suffolk County Planning Commission, the sworn testimony given at the public hearings, as well as all relevant planning, zoning and environmental information.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby finds:

FIRST: That the subject premises lies within the Downtown Center - 1 (DC-1) Zoning Use District; and

SECOND: That the petition describes a land use which involves a tavern; and

THIRD: That the petition was signed by Roberto Marroquin for Rosa's Cafe, Inc. d/b/a Michelle's Cafe and by Rosa Herrador, as President of Adajet Realty, Inc., the landlord of the premises; and

FOURTH: That the applicant is the son of Rosa Herrador and the step-son of Luis Tejada; and

FIFTH: That an application for an on-premises liquor license to serve alcohol at the premises was made to the New York State Liquor Authority (SLA) on or about September 20, 2011 by the applicant, for Rosa's Cafe, Inc. d/b/a Michelle's Cafe, which application was signed by Roberto C. Tejada; and

SIXTH: That the applicant originally responded in writing from his attorney that he only used or was known by the names of Roberto Marroquin, Roberto Carlos Marroquin; however, when questioned the applicant acknowledged that he is also known as Roberto C. Tejada and Roberto Carlos Marroquin Herrador; and

SEVENTH: That Justice Ralph F. Costello on March 20, 2006, granted an Infant Name Change Order which provided, in part, that Roberto Carlos Marroquin Herador, [sic] shall be known by the name of Roberto Carlos Tejada, which he is hereby authorized to assume, and by no other name; and

EIGHTH: That the aforementioned SLA application lists only Roberto C. Tejada as a corporate principal; however, that on August 4, 2011, the business certificate for Michelle's Cafe, Inc. d/b/a Michelle's Cafe was filed with the Office of the Clerk of the County of Suffolk was signed by Luis A. Tejada, as Vice-President; and

NINTH: That the applicant, and applicant's representatives described the use as a restaurant and the applicant did obtain a Certificate of Occupancy from the Building Department for such use; and

TENTH: That a restaurant is defined as, "A use in a building having as its sole purpose the preparation and serving of food to patrons for consumption on the premises within furnished dining areas, including as possible accessory uses live entertainment, outdoor dining and the serving of alcoholic beverages with meals and which does not provide for nor permit the consumption of food in vehicles. A restaurant shall not be construed to include any form of drive-in, open-front or curb-service eating establishments, cart, wagon, vehicle, lunch wagon, dining car or camp car or any form of tavern, bar, nightclub or similar entertainment establishment"; and

ELEVENTH: That a tavern is defined as, "Any building or use commonly known as a "bar," "barroom," "tavern," "saloon," "cabaret" or "nightclub"; a place or building where intoxicating liquors are sold to be drunk on the premises; a room containing a bar or counter at which liquors are sold or where liquors and refreshments are sold; or a room or place of entertainment where live music, live performances or films are permitted in conjunction with the sale of liquors."; and

TWELTH: That the applicant does not propose to add a stove or oven to the premises and proposes to offer a menu consisting of foods heated by microwave solely; and

THIRTEENTH: That applicant failed to demonstrate that the proposed use, to wit: tavern is consistent with or compatible with permitted uses within the DC-1 District and/or consistent with or compatible with existing permitted uses immediately adjacent to the subject property and in close proximity to the subject property; and

FOURTEENTH: That applicant failed to demonstrate that the proposed use, to wit: tavern, will not negatively impact or hinder the appropriate development and use of adjacent land and buildings; and

FIFTEENTH: That applicant failed to demonstrate that the proposed use, to wit: tavern, is in harmony with the appropriate and orderly development of the zoning district and community; and

SIXTEENTH: That the site plan submitted by the applicant lists the owner as Luis Tejada and the applicant has failed to adequately address and provide specific information, empirical data or evidence regarding or related to the identity of the owner of the property; and

SEVENTEENTH: That applicant has failed to adequately address the noise attendant to the proposed tavern use, specifically, whether there will be live music or late night entertainment, and has not submitted any specific information, empirical data, independent studies or evidence regarding the issue of noise; and

EIGHTEENTH: That applicant has failed to adequately address and provide detail, studies or information from other taverns to support its claim that there will be no adverse impacts to the surrounding community; and

NINETEENTH: That applicant has concluded that he needs liquor sales to successfully grow the business but did not submit any evidence in support nor explain how he reached that conclusion as the restaurant has never opened for business; and

TWENTITH: That applicant has failed to adequately address and provide evidence to establish the claim that the benefits of the creation of a tavern would outweigh negative impacts of that use; and

**BE IT FURTHER RESOLVED**, that based upon the foregoing findings and pursuant to Town Code § 108-133, the Town Board hereby determines and further finds that based upon the evidence submitted in connection with the application, deduced at the public hearing held on September 5, 2012 and the non-hearsay parts of the written submissions made after the close of the public hearing on September 5, 2012:

a) the application contains inconsistencies or inaccuracies, including but not limited to: the identity of the applicant; whether any relationship exists between tenant and landlord; the true identity of the owner; whether the applicant's true intent was to use the building as a restaurant or as a tavern; and

b) other than its conclusory statements, the applicant has not established by empirical data; i.e. similar comparisons, appraisal data, or otherwise, that the proposed use as a tavern will not prevent or substantially impair the reasonable and orderly development of other properties in the neighborhood; and

c) other than its conclusory statements, that the applicant has not established by any empirical data that the disadvantages to the neighborhood from the location of the proposed tavern use are outweighed by the advantage to be gained by either the neighborhood or the Town; and

d) other than its unsubstantiated claims and conclusory statements, the applicant has not established that the health, safety, welfare, comfort and convenience and order of the Town will not be adversely affected by the proposed use of the premises as a tavern; and

e) other than its unsubstantiated claims and conclusory statements, that the applicant has not established that the proposed use of the premises as a tavern is in harmony with and will promote the general purposes and intent of the Town's zoning code as required in Town Code §108-133; and

**BE IT FURTHER RESOLVED**, that based upon the foregoing, the Town Board of the Town of Riverhead, be and hereby denies the application for a special permit of Rosa's Cafe, Inc. d/b/a Michelle's Cafe to allow the establishment of a tavern upon property located at 155 Griffing Avenue, Riverhead, New York; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to the Planning Department, Town Attorney, Building Department, Rosa's Cafe, Inc. d/b/a Michelle's Cafe, 155 Griffing Avenue, Riverhead, New York 11901 and Jonathan D. Brown, P.C., 737 Roanoke Avenue, Riverhead, New York 11901.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



11.07.12  
120863

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 863**

**AWARDS BID FOR CALCIUM HYPOCHLORITE TABLETS  
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for calcium hypochlorite tablets; and

**WHEREAS**, two (2) bids were received, opened and read aloud on the 22<sup>nd</sup> day of October, 2012, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders; and

**WHEREAS**, the bid proposals were reviewed by the Riverhead Water District for compliance with the bid specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for calcium hypochlorite tablets be and is hereby awarded to Eagle Control Corp. per the attached bid proposal; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Eagle Control Corp., 23 Old Dock Road, Yaphank, New York, 11980; 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

BID #RWD-2012-21A  
BID PROPOSAL SHEET

**CALCIUM HYPOCHLORITE TABLETS**

Approx. annual requirement: 800 50-lb pails  
pail)

\$ 107.50 (Price Per 50-lb.

Quantity discount (if offered)

\$ 103.50 (Price per 50-lb pail  
Over 239 50-lb pails)  
(insert # of pails)

11.07.12  
120864

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 864**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST  
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead Water District requires a variety of parts and equipment, including but not limited to outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities (hereinafter described as “Water Service Materials”); and

**WHEREAS**, the Town of Riverhead Water District prepares bid specifications each year listing all items required to properly service equipment and facilities related to water service provided by the Water District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, acting as governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached Notice to Bidders for Water Service Materials in the **November 15, 2012** issue of *The News-Review*, and be it further

**BE IT FURTHER RESOLVED**, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department.

**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 **WATER SERVICE MATERIALS** (parts and equipment, including but not limited to, outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities) for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on December 3, 2012.**

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at [www.riverheadli.com](http://www.riverheadli.com). Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #2012-36-RWD**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form. **NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

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**

11.07.12  
120865

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 865**

**WATER DEPARTMENT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, \$29,500 has been received 10/31/12 from wireless carriers to provide engineering services associated with the oversight of antenna installations.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
112.000000.218903	Deferred Revenue - Antenna Installation	29,500
112.083200.543000	Professional Services	29,500

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Water 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120866

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 866**

**AMENDS THE APPOINTMENT OF LAURIE ZANESKI TO FILL VACANCY IN POSITION OF TAX RECEIVER FOR THE TOWN OF RIVERHEAD NUNC PRO TUNC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, MaryAnn Wowak Heilbrunn, former Tax Receiver of the Town of Riverhead, had regretfully expressed her desire to retire and had requested that her retirement and resignation became effective on June 30, 2012; and

**WHEREAS**, pursuant to Town Law Section 64(5) the Town Board is authorized to make appointments to fill vacancies in Town offices; and

**WHEREAS**, pursuant to Town Law Section 64(5) and Public Officers Law Section 42, the Town Board may appoint a qualified person to fill the vacancy of an elective office; and

**WHEREAS**, Laurie Zaneski is a Deputy Tax Receiver with a civil service title of Account Clerk Typist; and

**WHEREAS**, by Resolution # 690 adopted on September 5, 2012, the Town Board approved Laurie Zaneski's request for a three month leave of absence from her title and position of Account Clerk Typist and appointed her to fill the vacancy in the position of Tax Receiver for the Town of Riverhead; and

**WHEREAS**, the Town Board, by Resolution # 690 adopted on September 5, 2012, intended to fill the vacancy in the position of Tax Receiver until the position was filled at the next general election held thereafter, November 6, 2012, and at which time the elective term of office for Tax Receiver would commence on the first day of January next after said election.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Riverhead, hereby amends nunc pro tunc Resolution # 690 adopted on September 5, 2012 such that Laurie Zaneski appointment as Tax Receiver shall be deemed to commence on September 6, 2012 and end on December 31, 2012 and;

**BE IT FURTHER RESOLVED** that Laurie Zaneski shall file the required official undertaking pursuant to the provisions of Town Law and Suffolk County Tax Act on or before December 1, 2012; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Laurie Zaneski, 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 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

11.07.12  
120867

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 867**

**APPOINTS A DEPUTY TAX RECEIVER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board, by Resolution #728 adopted on September 18, 2012, ratified the appointment of Cori Fife to the position of temporary Deputy Tax Receiver.

**NOW, THEREFORE, BE IT RESOLVED**, that effective today, November 7, 2012, this Town Board hereby removes the temporary designation and appoints Cori Fife to the position of Deputy Tax Receiver at an annual salary of \$42,500.00, pro-rated for the remainder of 2012.

**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

11.07.12  
120868

ADOPTED

TOWN OF RIVERHEAD

Resolution # 868

**ADOPTS A LOCAL LAW AMENDING CHAPTER 37, ARTICLE III, EARLY RETIREMENT INCENTIVE PROGRAM FOR ELIGIBLE FULL-TIME EMPLOYEES WHO ARE MEMBERS OF THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 37, Article III, Early Retirement Incentive Program for Eligible Full-Time Employees who are members of the Civil Service Employees' Association, Inc., of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 16<sup>th</sup> day of October, 2012, at 7:10 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 37, Article III, Early Retirement Incentive Program for Eligible Full-Time Employees who are members of the Civil Service Employees' Association, Inc., 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 37, Article III, Early Retirement Incentive Program for Eligible Full-Time Employees who are members of the Civil Service Employees' Association, Inc., of the Riverhead Town Code at its regular meeting held on November 7, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 37  
ARTICLE III**

EARLY RETIREMENT INCENTIVE PROGRAM FOR  
FOR ELIGIBLE FULL-TIME EMPLOYEES WHO ARE MEMBERS OF THE CIVIL SERVICE  
EMPLOYEES' ASSOCIATION, INC.

Section 37-12 Legislative Intent and Findings:

The Town of Riverhead is pleased to offer an early retirement incentive program ("ERIP") in order to bridge budget deficits. This plan is strictly voluntary, and is designed to support positive employee morale by reducing or eliminating the need for involuntary lay-offs.

This ERIP is the result of a cooperative effort between the Town and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 ("the CSEA").

Section 37-13 The Eligibility Group:

The eligibility group is the set of individuals who will be offered the opportunity to participate in the ERIP.

Section 37-14 Eligibility Requirements:

- A. Full-time CSEA bargaining unit members who: (i) have at least 20 years of credited service in the New York State Employees Retirement System (the NYSERS") as of November 30, 2012 ; (ii) are eligible for and actually, retire and vest into the NYSERS on or before December 27, 2012; (iii) are at least 55 years of age at the time they retire into the NYSERS; (iv) are employed by the Town on the day before the effective date of their retirement; (v) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (vi) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an "Eligible Employee."
- B. The Eligible Employee must deliver to the Supervisor, by no later than November 30, 2012, an unaltered irrevocable letter of resignation for retirement purposes in the form attached to the Town Incentive-related documents prepared by the Town, referencing that resignation is to be effective on or before December 27, 2012.

- C. In order for this incentive to be activated, a minimum number of unit members, to be determined by the Town in its sole discretion on or about November 30, 2012, must opt for the incentive. In the event the incentive is not activated, any resignation letter tendered by an employee will be deemed null and void, and the Eligible Employee may continue working in the Town. The employee may also elect to resign his/her position for retirement purposes, but will not receive the Incentive.
- D. This Incentive is effective solely for the 2012 calendar year.
- E. The Eligible Employee must, at the time of submitting the unaltered irrevocable letter of resignation for retirement purposes referenced in Section 37-14 (B) above, execute the unaltered Waiver and General Release of Claims form attached to the retirement incentive-related documentation prepared by the Town.
- F. An Eligible Employee shall forfeit eligibility for this Incentive if he/she opts for any retirement or separation incentive offered pursuant to New York State law during the 2012 calendar year.
- G. Additional eligibility requirements are set forth elsewhere in this Agreement.

Section 37-15 BENEFIT:

- A. Fully paid health insurance premiums by the Town for a period of 48 months following an Eligible Employee's resignation for all Eligible Employees who are enrolled in a family health insurance plan at the time of their retirement and who remain enrolled in a family health insurance plan for this 48 month period. In the event an Eligible employee dies during this 48 month period, the Town shall pay 75% of the cost of health insurance for the deceased Eligible Employee's dependents, at the time of death, for the remaining months of this 48 month period of time, in accordance with applicable provisions of the New York State Health Insurance Program and applicable law. After the first 48 months, the Town's contribution of health insurance premiums shall be as per Article X(1)(C) of the parties' collective bargaining agreement.
- OR-
- B. A lump sum payment of \$400 per month, payable in quarterly installments, for a period of 48 months following an Eligible Employee's retirement for all Eligible Employees who are enrolled in an individual health insurance plan at the time of their retirement, for which the Town contributes 100% of the premium cost, and who remain enrolled in an individual health insurance plan for this 48 month period. In the event an employee dies during this 48 month period, the Town shall continue to make these payments to the employee's estate for the remaining months of the 48 month period of time.
  - C. Eligible Employees shall remain eligible for all payments for unused accumulated leave time pursuant to the parties' collective bargaining agreement. Payment will be made within 30 days following the Eligible Employee's retirement date, as determined by the NYSERS, for all time which does not exceed an amount of paid time which equates to the value of the full time weeks (to be determined by the Eligible Employee's regular work week as of the date of retirement) remaining in the calendar year following the Eligible Employee's retirement. Payments for leave which exceeds the value of full weeks remaining in the calendar year will be paid in January 2013.

D. INAPPLICABILITY OF OTHER CONTRACTUAL INCENTIVES:

Notwithstanding anything to the contrary in the collective bargaining agreement(s) between the Town and the CSEA, any Eligible Employee who opts for this Incentive shall be deemed ineligible for any resignation or retirement incentive provided for in that collective bargaining agreement.

E. RATIFICATION AND APPROVAL:

The terms and conditions of this Incentive are subject to ratification and approval by the Town Board on October 16, 2012.

F. INVALIDITY OR ILLEGALITY:

If any provision of this Incentive is deemed to be invalid by any court, administrative agency or other neutral of competent jurisdiction, then this entire Incentive shall be deemed null and void from its inception.

- Underline represents addition(s)
- Strike through represents deletion(s)

Dated: Riverhead, New York  
November 7, 2012

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 869

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-42 October 18, 2012 (TBM 11/07/12)			
FUND NAME		Transfer	GRAND TOTALS
GENERAL FUND	1	991,125.13	991,125.13
POLICE ATHLETIC LEAGUE	4	6,367.95	6,367.95
RECREATION PROGRAM FUND	6	6,713.52	6,713.52
HIGHWAY FUND	111	84,630.12	84,630.12
WATER DISTRICT	112	60,612.30	60,612.30
RIVERHEAD SEWER DISTRICT	114	29,715.83	29,715.83
REFUSE & GARBAGE COLLECTION DI	115	6,625.96	6,625.96
STREET LIGHTING DISTRICT	116	18,054.15	18,054.15
PUBLIC PARKING DISTRICT	117	918.07	918.07
AMBULANCE DISTRICT	120	226,572.51	226,572.51
EAST CREEK DOCKING FACILITY FU	122	3,810.99	3,810.99
CALVERTON SEWER DISTRICT	124	1,136.96	1,136.96
RIVERHEAD SCAVANGER WASTE DIST	128	15,524.50	15,524.50
WORKERS' COMPENSATION FUND	173	225,210.52	225,210.52
RISK RETENTION FUND	175	2,726.89	2,726.89
CDBG CONSORTIUM ACOUNT	181	690.24	690.24
TOWN HALL CAPITAL PROJECTS	406	80,088.96	80,088.96
WATER DISTRICT CAPITAL PROJECT	412	24,064.00	24,064.00
TRUST & AGENCY	735	1,063,060.09	1,063,060.09
CALVERTON PARK - C.D.A.	914	3,647.50	3,647.50
TOTAL ALL FUNDS		2,851,296.19	2,851,296.19

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 869

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-43 October 25, 2012 (TBM 11/07/12)			
FUND NAME		Transfer	GRAND TOTALS
GENERAL FUND	1	125,565.76	125,565.76
POLICE ATHLETIC LEAGUE	4	50.00	50.00
RECREATION PROGRAM FUND	6	45.00	45.00
HIGHWAY FUND	111	73,332.97	73,332.97
WATER DISTRICT	112	13,136.15	13,136.15
RIVERHEAD SEWER DISTRICT	114	20,072.72	20,072.72
REFUSE & GARBAGE COLLECTION DI	115	593.89	593.89
STREET LIGHTING DISTRICT	116	3,105.24	3,105.24
AMBULANCE DISTRICT	120	3,719.66	3,719.66
EAST CREEK DOCKING FACILITY FU	122	39.74	39.74
CALVERTON SEWER DISTRICT	124	251.70	251.70
RIVERHEAD SCAVANGER WASTE DIST	128	13,972.12	13,972.12
RISK RETENTION FUND	175	13,297.45	13,297.45
MAIN STREET REHAB PROGRAM	177	11,000.00	11,000.00
CDBG CONSORTIUM ACOUNT	181	90,115.65	90,115.65
TOWN HALL CAPITAL PROJECTS	406	224,271.47	224,271.47
RIVERHEAD SEWER CAPITAL PROJEC	414	2,096.00	2,096.00
TRUST & AGENCY	735	3,000.65	3,000.65
CALVERTON PARK - C.D.A.	914	527.00	527.00
<b>TOTAL ALL FUNDS</b>		<b>598,193.17</b>	<b>598,193.17</b>

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 869

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-44 November 01, 2012 (TBM 11/07/12)			
FUND NAME		Transfer	GRAND TOTALS
GENERAL FUND	1	842,660.48	842,660.48
RECREATION PROGRAM FUND	6	11,072.44	11,072.44
HIGHWAY FUND	111	79,698.26	79,698.26
WATER DISTRICT	112	51,825.43	51,825.43
RIVERHEAD SEWER DISTRICT	114	27,287.66	27,287.66
REFUSE & GARBAGE COLLECTION DI	115	6,213.68	6,213.68
STREET LIGHTING DISTRICT	116	6,635.68	6,635.68
AMBULANCE DISTRICT	120	35.95	35.95
EAST CREEK DOCKING FACILITY FU	122	788.83	788.83
CALVERTON SEWER DISTRICT	124	826.38	826.38
RIVERHEAD SCAVANGER WASTE DIST	128	15,433.06	15,433.06
RISK RETENTION FUND	175	4,854.50	4,854.50
CDBG CONSORTIUM ACOUNT	181	736.01	736.01
COMMUNITY DEVELOPMENT AGENCY C	405	18,450.00	18,450.00
TOWN HALL CAPITAL PROJECTS	406	800.00	800.00
TRUST & AGENCY	735	1,123,636.69	1,123,636.69
TOTAL ALL FUNDS		2,190,955.05	2,190,955.05

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

11.07.12  
120870

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 870**

**TERMINATES EMPLOYEE FROM POSITON OF TOWN BOARD COORDINATOR**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Board appointed an employee to the position of Town Board Coordinator with such terms, conditions, benefits and accruals afforded to said full-time position; and

**WHEREAS**, the position of Town Board Coordinator is an “at will” employee and serves at the pleasure of the Town Board; and

**WHEREAS**, the Town Board, after serious consideration, seeks to terminate Linda Hulse from the position of Town Board Coordinator; and

**WHEREAS**, the Town Board appreciates the service such employee has provided to the Town of Riverhead; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby terminates Linda Hulse from the position of Town Board Coordinator effective November 7, 2012; and be it further

**RESOLVED**, that all Town Hall Departments my 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.

11/7/12

On a motion by Councilwoman Giglio, seconded by Councilman Gabrielsen, resolution #870 was moved to be **TAKEN OFF THE FLOOR**

**THE VOTE**

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

The Resolution Was Thereupon Duly Declared to be **TAKEN OFF THE FLOOR**

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After some discussion, on a motion by Supervisor Walter, seconded by Councilman Dunleavy resolution #870 was moved to be **TABLED**

**THE VOTE**

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

The Resolution was Thereupon Duly Declared **NOT TABLED**

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After much discussion, on a motion by Councilwoman Giglio, seconded by Councilman Gabrielsen, resolution #870 was moved to be **ADOPTED**

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted