

## **RESOLUTION LIST**

**MARCH 1, 2016**

- Res. #133 Authorizes Attendance at the 2016 New York State Town Clerks Association Annual State Conference**
- Res. #134 Riverhead Water District Booster Pump Station at Dogwood #30100 Capital Project Closure**
- Res. #135 Riverhead Water District Golf Riverhead #30122 & Riverhead Central School District #30128 Capital Project Closure**
- Res. #136 Old Orchard at Baiting Hollow Water Capital Project**
- Res. #137 Riverhead Highway District 2015 CHIPS Resurfacing Project Closure**
- Res. #138 General Fund – Police Budget Adjustment**
- Res. #139 Sets the Fees for Usage of Recreation and Other Town Facilities**
- Res. #140 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 (§108-76. Board of Appeals Powers)**
- Res. #141 Authorized the Town Supervisor to Execute an Amended Professional Service Agreement with Robert Hubbs**
- Res. #142 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Annual Construction Contract**
- Res. #143 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Annual Procurement Contract**
- Res. #144 Authorizes Publication of Help Wanted Advertisement for an Automotive Mechanic II**
- Res. #145 Adjustment to Hourly Rate of Pay for Traffic Control Specialists**
- Res. #146 Ratifies Transfers of Account Clerk Typists**
- Res. #147 Authorization to Publish Advertisement for General Hardware Items 2016 for the Town of Riverhead**

- Res. #148** Authorization to Publish Advertisement for Purchase of One (1) Used 2005-2010 Mack Granite model CV713 with Roll-Off Cable Hoist or Equivalent for the Town Highway Department
- Res. #149** Authorizes the Supervisor to Execute Agreement with North Fork Animal Welfare League, Inc. For Operation of the Town of Riverhead Animal Shelter
- Res. #150** Awards Bid for 20 Passenger Handicap Accessible Bus to be utilized by the Senior Center
- Res. #151** Adopts a Local Law Amending Chapter 108 Entitled, “Zoning” of the Riverhead Town Code Residence (RC) Use District (Retirement Community)
- Res. #152** Extends Bid for Onsite Grinding of Town Yard Waste
- Res. #153** Approves Chapter 90 Application of Peconic Bay Medical Center (21<sup>st</sup> Annual East End Garden Festival – May 5, 2016 – May 8, 2016)
- Res. #154** Amends the Commencement Date for Payments in Lieu of Taxes (PILOT) with Richwood Greenworks, LLC (SPower)
- Res. #155** Authorizes License with Pictometry International Corp.
- Res. #156** Approves Chapter 90 Application of Riverhead Central School District (5K Run Entitled “R2R – Run 2 Remember” – Sunday, May 15<sup>th</sup>, 2016)
- Res. #157** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter A113 Entitled “Docking Facility Regulations” of the Riverhead Town Code
- Res. #158** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 56 Entitled “Docks and Wharves” of the Riverhead Town Code
- Res. #159** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 48 Entitled “Beaches and Recreation Centers” of the Riverhead Town Code
- Res. #160** Pays Bills

TOWN OF RIVERHEAD

Resolution # 133

**AUTHORIZES ATTENDANCE AT THE 2016 NEW YORK STATE TOWN CLERKS  
ASSOCIATION ANNUAL STATE CONFERENCE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the New York State Town Clerk's Association is conducting its annual conference from April 17<sup>th</sup> thru April 20<sup>th</sup>, 2016 in Saratoga Springs, NY; and

**WHEREAS**, the Town Clerk has requested authorization to attend said conference; and

**WHEREAS**, the cost to attend said conference shall not exceed \$1,200.00 (expenses to include fees for registration, meals, hotel accommodations and travel expenses);

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is authorizes to attend the New York State Town Clerk's annual conference in Saratoga Springs, NY; and

**BE IT FURTHER RESOLVED**, that expenses for the conference will be reimbursed upon proper submission of receipts; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 134

**RIVERHEAD WATER DISTRICT**  
**BOOSTER PUMP STATION AT DOGWOOD #30100**  
**CAPITAL PROJECT CLOSURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Booster Pump Station at Dogwood, Capital Project #30100 is considered complete.

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close project 30100, modify the budget, and transfer the residual funds back to the originating sources - Repair and Maintenance Water Key Fund Balance.

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

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 135

RIVERHEAD WATER DISTRICT  
GOLF RIVERHEAD #30122  
& RIVERHEAD CENTRAL SCHOOL DISTRICT #30128

CAPITAL PROJECT CLOSURE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Riverhead Water District Capital Project #30122, Golf Riverhead LLC is considered complete; and

**WHEREAS**, Riverhead Water District Capital Project #30128 Riverhead Central School District, is considered complete.

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close project 30122 and 30128, modify the budget and release any unused developer money back to the developers.

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

**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

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 136

**OLD ORCHARD AT BAITING HOLLOW**  
**WATER CAPITAL PROJECT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, \$ 4,000 has been received by the developer for an engineering study for Old Orchard at Baiting Hollow.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
412.092705.421050.30131	Developer Fees	4,000.00	
412.083200.543501.30131	Professional Svcs. - Engineer		4,000.00

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

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 137

**RIVERHEAD HIGHWAY DISTRICT**  
**2015 CHIPS RESURFACING PROJECT CLOSURE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the 2015 CHIPs Resurfacing Capital Project #45122 is considered complete.

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close project 45122 as of 12/31/2015.

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

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 138**

**GENERAL FUND – POLICE**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Sheriff Vincent F. DeMarco from the County of Suffolk, Office of the Sheriff, has approved \$18,182.80 for local law enforcement assistance to the Riverhead Police Department for the purchase of Tasers, GPS trackers and accessories.

**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>
001.034389.493210	Public Safety - Federal Aid	18,182.80	
001.031200.524900	Miscellaneous Field Equipment	500.00	
001.031200.524920	Tasers and GPS Trackers		18,682.80

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

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 139**

**SETS THE FEES FOR USAGE OF RECREATION AND OTHER TOWN FACILITIES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**RESOLVED**, that the Town Board does authorize the Recreation Department to set the following fees for the 2016 calendar year; and

**RESOLVED**, that this Resolution amend, replace and supersede Resolution #16 adopted by the Town of Riverhead on January 1, 2016; and

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

**Parks/Beaches Rental Fees, Reservation & Regulations**

Application Fee	\$ 25.00 (non-refundable)
Group Picnic/Beach Party	\$ 10.00 per hour Gazebo/Pavilion
Rental (residents)	\$ 50.00 per hour
Gazebo/Pavilion Rental (non-residents)	\$100.00 per hour

In addition to the fees above, a rental application to rent for purposes of hosting a picnic or party wherein there shall be or it is anticipated that more than fifteen individuals will be in attendance shall require a \$50.00 park attendant and cleaning fee.

The park and beach picnic areas may be reserved on an hourly basis and the fee shall depend on the length of time reserved for the applicant's event. Note, no permit shall be issued for rental of a town beach and related beach facilities during standard hours of beach operation. All applications/reservations shall require a \$25 non-refundable application fee.

For regulations/rules regarding use, please see below under heading Community Centers/Town Buildings which is applicable to town parks & beaches and all provisions of the Town Code of the Town of Riverhead.

**Community Centers/Town Buildings**

**Resident Usage**

Application Fee	\$ 25.00
Single Usage Meetings	\$ 15.00 per hour (2 hr. min)
Reoccurring Meetings during Standard Business Hours	\$ 75.00 (6 mo)
Weekend Events/Parties	\$ 70.00 per hour (4 hr. min)
Plus.....	\$100.00 Security Deposit

**Non-Resident Usage**

Application Fee	\$ 25.00
Fee for Usage	\$100.00 per hour (4 hr. min)
Plus.....	\$100.00 Security Deposit

The Town shall refund security deposits if the building regulations and guidelines are adhered to and there is no damage to the building. Note, that reoccurring meetings for "Town of Riverhead" organizations which contain less than 75% town residents will default to the single usage meeting rate of \$15.00 per hour.

Alcoholic beverages may NOT be consumed on Town Property. A clean-up security deposit and/or Certification of Insurance naming the Town of Riverhead as the additional insured may be required of large groups. The applicant shall be responsible for cleanup around the area used. Facility request for the continuous use of a community center will be issued on a first-come first-served basis; however, groups which have used the facility the previous year will be priority in renewing their application. (Please see Quarterly dates Sheet) Single Usage requests will be handled in order in which they are received and according to the availability of the facility. Note, all provisions of the Town Code of the Town of Riverhead shall also apply to the use of town buildings.

**Payment Options:**

In-person- Check, Cash, Credit Card, Money Order.

Over the Phone- E-check or Credit Card

All Security Deposits must be in the form of a Check and Separate from the Final Payment.

\*note, there is a credit card processing fee charged to all credit card paying customers

**Ball Fields / Multi-Sport Fields**

Seasons: Spring/Summer: March – August Fall: September - November

**Important Dates:**

- Jan 11-22 Re-booking period for Spring/Summer 2016
- Jan 25 Open booking period for Spring/Summer 2016  
Open booking applications will be reviewed on February 15<sup>th</sup>.  
Confirmations will be sent out the following week on available dates.
- July 5-15 Re-booking period for Fall 2016
- July 16 Open booking period for Fall 2016  
Open booking applications will be reviewed on July 29<sup>th</sup>.  
Confirmations will be sent out the following week on available dates.

**Tournaments**

All tournaments are booked in four (4) hour increments. All tournaments require a non-refundable deposit of \$125 at the time of booking in addition to a \$25 application fee. (Deposit will be applied to your facility rental fee total) Full-payment is due one (1) week before reserved date. Failure to make full payment on time will result in loss of field(s). The fields/dates will then open up to the next person on the waiting list.

"Confirmation letter of available field rental dates will be followed by an invoice for the \$150.00 Fee, (Deposit & Application Fee), due one week after receiving. If deposit is not

received during this time frame, loss of date/fields will occur and become available to next person on the waiting list.

Field Rates	\$125 per four (4) hour time slot/field
Lights & Attendant (Required for rentals after sunset)	\$50 per hour/field

\*Tournaments that run over the allotted time slots will be charged for an additional (4) hours.

**Leagues/Sanctioned Games** **\*Fees Apply to Hockey Rink**

Weekly Leagues may be booked for up to 12 weeks at a time. Full payment is required one (1) week prior to the starting date. Leagues may not be reserved and pushed back for the purpose of holding dates. Payment must be received prior to original start date, dates may be adjusted as permitted. All organizations are required to bring their own bases and fields are reserved as is.

Team Sanctioned Games may be booked for up to 12 dates at a time. Full payment is required one (1) week prior to first scheduled game.

<b>Field Rates</b>	\$25 per hour/field
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<b>Lights &amp; Attendant</b>	\$50 per hour/field
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(Required for rentals after sunset)

\* Leagues that run over the allotted time slots will be charged an additional \$35 per hour/field

**Practices/Recreational Use** **\*Fees Apply to Hockey Rink**

Weekly practices may be booked for up to twelve (12) dates at a time. Full payment required 3 days prior to the first practice date. Dates may be adjusted as permitted.

<b>Lights &amp; Attendant Fee</b>	\$10 per hour/ field
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**Residents-** Teams who hold a roster of 75% or more Town Residents may be permitted to reserve field time with no additional charges other than the one time per season \$25 application fee. (Rosters with addresses are required for proof)

**Non-Residents-** Teams who hold a roster of less than 75% Town Residents may be permitted to reserve field time at a rate of \$10 per hour with a **minimum rental of two (2) hours**. A \$25 application fee will also be charged once PER season.

**Non-Sanctioned/Unofficial events- RESIDENT** Corporate/Company Picnics & Tournaments.

\$25 application fee  
\$10 per hour/per field  
\$10 per hour/per picnic area

## **Payment Options**

**In-person-** Check, Cash, Credit Card, Money Order.

**Over the Phone-** E-Check, Credit Card

## **Cancellation Policies & Procedures**

In the event the Town of Riverhead Recreation Department requires the use of the fields during the dates and times stated in the signed contract, the Recreation Department has first preference and can cancel the permit during the said dates.

The Recreation Department retains the right to refuse activity in the event of bad weather. In this event, the Recreation Department will credit OR refund the agency their payment.

### **Tournaments:**

Tournaments may be cancelled up to seven (7) days prior to the start of the event with a credit of the \$125 deposit to renters account and Refund of any balance paid. Refunds/Credits will NOT be permitted after that.

### **Leagues/Sanctioned Games:**

Leagues may be cancelled up to seven (7) days prior to the start of the first scheduled date with a credit of the \$125 deposit and Refund of any balance paid. Refunds/Credits will NOT be permitted after that.

Midweek Games- may be cancelled within 48 hours of scheduled game with a credit to renter's account

Weekend Games- may be cancelled by Monday of that week for a credit to the renters account.

## **Seasonal Parking Permit**

Resident	\$ 15.00
Senior Resident	\$ 5.00
Senior Handicap Identification Permit resident seasonal parking permit)	\$ 5.00 (no charge if valid senior
Non Resident	\$200.00

A Seasonal Parking Permit shall be required for all public beaches, parks, and recreation facilities from April 15, 2016 to November 15, 2016 (\*This is an annual permit). Except as otherwise set forth herein; posted; set by resolution; or for purposes related to town sponsored recreation programs, all public beaches/parks/recreation facilities shall be open from 10:00 am and close at 5:00 pm; except for residents issued a night fishing permit or transient docking permit.

## **Daily Parking Permit**

Daily Permit (passenger vehicle)	\$ 35.00
Daily Permit (Bus)	\$ 85.00

A daily parking permit is valid for the date issued and shall expire at the close of such public beach/park/recreation facility on the date of issuance.

**Seasonal Docking Permit (East Creek Docking Facility only)**

- Resident/ Taxpayer \$ 72.00 per foot for all applicants/boat owners who have made full payment prior to April 15<sup>th</sup>, 2016; on or after April 15, 2016 (start of season) the fee for a seasonable docking permit shall be \$ 78.00 per foot
- Electricity \$ 350.00 per line
- Initial Processing Fee \$ 200.00
- Guest Parking Permit (Limit One Per Seasonal Dock Permit) \$ 10.00

A Seasonal Docking Permit shall be required for all boats/vessels seeking to use the docks/boat slips at East Creek Docking Facility and to use the parking area adjacent to East Creek Docking Facility. A seasonal docking permit shall entitle the permit holder to one parking permit "East Creek Docking Facility-Boat Owner Parking Permit" and, for additional fee, one guest parking permit "East Creek Docking Facility-Guest Parking Permit". The East Creek Docking Facility season shall begin on April 15, 2016 and the season shall end on November 15, 2016. All boats/vessels must be removed from the dock on or before the end of the season. Note, the parking permit(s) issued to the vessel owner, be it vessel owner or guest parking permit, are only valid for parking at the designated parking area adjacent to East Creek Docking Facility. A seasonal parking permit is required for parking at all other public beaches/parks/recreation facilities, including South Jamesport Beach.

**Beach Access Permit**

(to Operate Vehicle on Sound Beach)

- Beach Access Permit \$ 45.00
  - Beach Access Fishing Club Permit \$100.00
- (The duly organized fishing club is authorized to receive permits equal to 10% of its active membership.)

A Beach Access Permit shall be limited to beach access/operation of vehicle on Sound Beach. A Beach Access Permit shall authorize the permit holder to have vehicle access from January 1, 2016 to December 31, 2016 between the times: 6:00 pm to 9:00 am. Note, a Fishing Club permit or Resident Night Fishing Permit is required for fishing between the hours of 6:00 pm and 9:00 am.

**Boat Launch Permit**

- Resident \$ 15.00
- Senior Resident \$ 5.00
- Non-Resident \$ 75.00
- Commercial \$ 300.00
- Daily \$ 35.00

A Boat Launch Permit shall be required for use of boat launch at East Creek Boat Launch Facility. The boat launch permit shall authorize the permit holder to use the launch facility from April 15, 2016 to November 15, 2016 from sunrise (no earlier than 6:00 am) to sunset (no later than 8:00 pm). All resident, senior resident, and non-resident boat launch permits must be affixed to the boat. A commercial boat launch

permit shall be affixed to the trailer. A holder of a resident or senior resident boat launch permit may qualify for an additional permit/sticker provided that the second boat is owned by and registered to resident/senior resident permit holder. A holder of a commercial boat launch permit may qualify for more than one permit/sticker provided that the trailer is owned and registered to the holder of the commercial boat launch permit. Note, a boat launch permit is not a seasonal parking permit. A seasonal parking permit is required to park any vehicle and/or trailer at all launch/beach/recreation facilities.

**Fishing Permit**

- Only available to residents \$ 5.00

A seasonal parking permit is required to park any vehicle and/or trailer at all launch/beach/recreation facilities.

**Transient Dock Permit**

- Daily \$ 25.00
- Overnight \$ 40.00
- Weekly \$150.00

\*A boat/vessel may not tie-up/raft up to a boat/vessel unless specified and permitted in the transient dock permit. The Recreation Department reserves the right to grant or deny tie-up/raft up and charge an additional fee.

**Dog Park/Animal Permit**

- Resident \$10.00
- Non-Resident \$25.00

**Skate Park Fees**

- Resident Annual Fee \$ 15.00 Per Year
- Resident Session Fee \$ 2.00 Per Session
- Non-Resident Annual Fee \$100.00 Per Year
- Non-Resident Session Fee \$ 5.00 Per Session
- Skate Park Rental \$ 55.00 Per Hour (2 hr. min)

\*\*During non-business hours

All permits issued by the Town of Riverhead may not be duplicated, photocopied or transferred. If a permit is lost or stolen, please contact the Town of Riverhead Recreation Department.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 140**

**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  
(\$108-76. Board of Appeals powers)**

Councilman Hubbard 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 March 24, 2016 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**

Hubbard Yes No      Giglio 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 19<sup>th</sup> day of April, 2016 at 7:05 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 XVII: Administration  
§ 108-76 Board of Appeals powers.

F. Up to two adjournments requested by the applicant may be granted by the Board of Appeals. Upon the third scheduled hearing, the case must be heard or the applicant forfeits the application without prejudice. Nothing in this section shall be construed to affect or deny the applicant from making a new application in accordance with all provisions of this chapter and Municipal Town Law

- Underscore represents addition(s)

Dated: Riverhead, New York  
March 1, 2016

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

**DIANE M. WILHELM**, Town Clerk



## TOWN OF RIVERHEAD

### Building Department

201 Howell Avenue, Riverhead, New York 11901-2596  
(631) 727-3200, Fax (631) 208-8039  
www.townofriverheadny.gov

*Jefferson V Murphree, AICP  
Building & Planning Admin.  
Ext. 239*

*Brad Hammond  
Sr. Building Inspector  
Ext. 265*

*Mark Griffin  
Building Inspector  
Ext. 275*

*Richard Podlas  
Building Inspector  
Ext. 231*

## MEMORANDUM

TO: Code Revision Committee  
FROM: Brad Hammond, Senior Building Inspector  
DATE: February 1, 2016  
SUBJECT: Zoning Board of Appeals Adjournments

It is recommended that the Zoning Board of Appeals allow no more than two adjournments requested by the applicant. Upon a third scheduled hearing, the case should be heard or the applicant be required to make a new application including a new fee, mailing, and posting requirements. Below is the applicable section with proposed code section §108-76 F:

CHAPTER 108 Zoning  
Article XVII: Administration

§ 108-76 Board of Appeals powers.

A. The Board of Appeals shall hear and decide appeals from and review any order, requirements, decision or determination made by the Zoning Officer.

B. The Board of Appeals shall have the power, in accordance with statutory provisions, after due notice and public hearing, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this chapter, to vary or modify the application of any of the regulations or provisions of this chapter relative to the use, construction or alteration of buildings or structures or the use of land so that the spirit of this chapter shall be observed, public health, safety and welfare secured and substantial justice done.

C. The Board of Appeals shall have the power, in a specific case, after due notice and public hearing and subject to appropriate conditions and safeguards, to determine and vary the application of the regulations of this chapter in harmony with their general purpose and intent, as follows:

(1) Grant undeveloped sections of the Town temporary and conditional permits for not more than two years for structures and uses in contravention of the regulations controlling districts, provided that such uses are important to the development of such undeveloped sections and/or provided that such uses are not prejudicial to adjoining and neighboring sections already developed.

(2) Grant special exceptions and special permits for any of the uses for which this chapter requires the obtaining of such special exceptions and special permits from the Board of Appeals. In granting such special exceptions and special permits, the Board may prescribe appropriate conditions and safeguards in conformity with this chapter.

(a) The Board of Appeals shall grant special exceptions and special permits only upon making the following determinations:  
[1] That the use will not prevent the orderly and reasonable use of adjacent properties or of properties in the surrounding area, or impair the value thereof.  
[2] That the use will not prevent the orderly and reasonable use of permitted or legally established uses in the district wherein the proposed use is to be located, or of permitted or legally established uses in adjacent districts.  
[3] That the safety, the health, the welfare, the comfort, the convenience or the order of the Town will not be adversely affected by the proposed use and its location.

[4] That the use will be in harmony with and promote the general purposes and intent of this chapter.

(b) In making such determinations, the Board of Appeals shall give consideration, among other things, to:

[1] The character of the existing and probable development of uses in the district and the peculiar suitability of such district for the location of any such proposed uses.

[2] The conservation of property values and the encouragement of the most appropriate uses of land.

[3] The effect that the location of the proposed use may have upon the creation or undue increase of traffic congestion on public streets, highways or waterways.

[4] The availability of adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent, whether liquid, solid, gaseous or otherwise, that may be caused or created by or as a result of the use.

[5] Whether the use or materials incidental thereto or produced thereby may give off noxious gases, smoke or soot.

[6] Whether the use will cause disturbing emission of electrical discharges, dust, light, vibration or noise.

[7] Whether the operations in pursuance of the use will cause undue interference with the orderly enjoyment by the public of parking or of recreational facilities, if existing or if proposed by the Town or by other competent governmental agency.

[8] The necessity for an asphaltic- or concrete-surfaced area for purposes of off-street parking and loading of vehicles incidental to the use, and whether such area is reasonably adequate and appropriate and can be furnished by the owner of the plot sought to be used within or adjacent to the plot wherein the use shall be had.

[9] Whether a hazard to life, limb or property because of fire, flood, erosion or panic may be created by reason or as a result of the use, or by the structures to be used therefor or by the inaccessibility of the plot or structure thereon for the convenient entry and operation of fire and other emergency apparatus, or by the undue concentration or assemblage of persons upon such plot.

[10] Whether the use or the structures to be used therefor will cause an overcrowding of land or undue concentration of population.

[11] Whether the plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof.

[12] The physical characteristics and topography of the land.

[13] Whether the use to be operated is unreasonably near to a church, school, theater, recreational area or place of public assembly.

(3) Grant a special exception where it is provided in this chapter that the approval of the Board of Appeals is required for the increase in total building area and increase in the height of buildings, if the Board shall determine the matters contained in Subsection C(2)(a) of this section and additionally consider the applicable provisions of Subsection C(2)(b) of this section and also consider whether the spacing of the buildings or the construction with suitable materials will prevent a conflagration.

(4) Grant a special exception where it is provided in this chapter that the approval of the Board of Appeals is required for the use of premises and erection of public utility buildings or structures, dog and horse training and alcohol manufacture, if the Board shall determine the matters contained in Subsection C(2)(a) of this section and additionally consider the applicable provisions of Subsection C(2)(b) of this section and also consider whether the provisions of the laws, ordinances, rules and regulations of all state, federal and local agencies or bureaus applicable to such use have been complied with.

(5) Section 108-60 of this chapter provides for off-street parking and truck-loading space requirements. As an incident of the implementation of Chapter 108, nonresidential property owners in particular are required to supply parking and truck-loading spaces whenever commercial premises are improved. Consistent with the requirements, the Board of Appeals is permitted, on consideration of sufficient evidence and proof, to vary the terms and requirements of Chapter 108 to the extent that off-street parking and/or truck-loading spaces may be in whole or in part avoided.

(6) The Town Board recognizes that such parking and off-street truck-loading space variances may be appropriate as a matter of legal construction, but the Town Board also recognizes that there is a continuous and persistent demand for additional off-street parking and/or truck-loading spaces throughout all zoning districts. Conditions that may be established by a Zoning Board of Appeals on the issuance of a parking variance do not and cannot meet the problem of insufficient parking and truck-loading spaces. Therefore, the Town Board finds that special provisions must be enacted in order to avoid or minimize the adverse impacts of such variances and in order to promote the purposes for which Chapter 108 was originally enacted.

(7) Town Board decisions to establish a trust fund to be used by the Town of Riverhead exclusively for public off-street parking and truck-loading space purposes, including the acquisition and improvement of land for such purposes. By way of further explanation, these special provisions would require, as a condition to the granting of a parking or truck-loading space variance, a payment to such trust fund of a sum to be determined by the Town Board from time to time for each and every space for which a variance is granted. The total amount required to be paid to the trust fund would be equivalent to the number of spaces for which the variance or variances are granted, multiplied by the per-space sum in effect at the time of the granting of the variance or variances. The per-space sum is intended to be equivalent to the estimated cost per space of providing off-street

parking and truck-loading spaces. As a result of the enactment of these special provisions as an ordinance, the Town of Riverhead would be able to provide spaces needed and would thereby promote the public safety and welfare by alleviating traffic congestion and easing the use of the commercial facilities now or hereafter established in all zoning districts.

(8) Every decision of the Board of Appeals which grants a variance waiving, varying or modifying the requirements of Chapter 108 to the extent that the number of spaces required by Chapter 108 for off-street parking and/or truck-loading is reduced shall clearly set forth the extent of such variance or variances by stating the number of spaces required pursuant to Chapter 108, the reduced number of spaces required by reason of the decision by the Board of Appeals and the number of spaces thus avoided or waived by the determination of the Board of Appeals. The number of spaces so waived by the Board of Appeals shall constitute the number of spaces for which a variance is required.

(9) Every such variance granted by the Board of Appeals waiving, varying or modifying the requirements of Chapter 108 for off-street parking and/or truck-loading spaces in whole or in part, where the zoning use is a preexisting nonresidential use in any zoning district, shall be made subject to a condition requiring a payment to the Town of Riverhead of a sum to be determined by the Town Board from time to time for each and every space for which a variance or waiver is granted, which said sums shall constitute a trust fund to be used by the Town Board exclusively for public off-street parking and truck-loading space purposes, including the acquisition and improvement of land for such purposes. Such condition shall be deemed a condition of every such variance, and such payment may be referred to as the off-street parking space fee.

(10) The amount of the per-space sum required to be paid to the Town for each and every space for which a variance is granted shall be \$2,000 per space, or such other amount as the Town Board may hereafter fix by resolution of the Town Board, which shall be reviewed and fixed again from time to time as circumstances warrant.

(11) There is hereby created a Town of Riverhead Public Off-Street Parking and Truck-Loading Space Trust Fund to be used by the Town Board exclusively for off-street parking and truck-loading space purposes, including the acquisition and improvement of land for such purposes.

D. Any determination made by the Board of Appeals shall not become effective unless a permit is obtained in accordance therewith within one year of the date of such determination, unless the Board of Appeals stipulates a different period of time in its determination. The Board of Appeals shall have the power, by resolution, to extend its determination for a period of one year upon written notice from the applicant or his agent of the desire to do so. No more than three such extensions shall be allowed. The provisions of this subsection shall not apply in cases of interpretation of variances for the use of land unless the Board of Appeals stipulates a period of time in its determination.

E. The applicant shall erect a sign giving notice that an application for an appeal or special exception is pending and giving the date, time and place where the public hearing will be held. The sign will be furnished by the Town of Riverhead. It shall not be set back more than 10 feet from the property line and shall not be less than two nor more than six feet above the grade at the property line. It shall be displayed for a period of not less than seven days immediately preceding the public hearing date or any adjourned date. Further, the applicant shall be required to send notice to the owners of record of every property which abuts each and every property which is across from any public or private street from the property included in the application. Such notice shall be made by certified mail, return receipt requested, posted at least seven days prior to the date of the initial public hearing on the application and addressed to the owners at the addresses listed for them on the local assessment roll in the Assessor's office. The applicant or agent shall file an affidavit that he or she has complied with all the provisions of this section and shall also provide a listing of the names, addresses and tax map numbers for which mail notification was required to the Board reviewing the subject application. No public hearing shall be held unless such affidavit has been filed.

F. Up to two adjournments requested by the applicant may be granted by the Board of Appeals. Upon the third scheduled hearing, the case must be heard or the applicant forfeits the application without prejudice. Nothing in this section shall be construed to affect or deny the applicant from making a new application in accordance with all provisions of this chapter and Municipal Town Law

TOWN OF RIVERHEAD

Resolution # 141

**AUTHORIZED THE TOWN SUPERVISOR TO EXECUTE AN AMENDED  
PROFESSIONAL SERVICE AGREEMENT WITH ROBERT HUBBS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Engineering Department is desirous of retaining the services of Robert Hubbs to perform GIS and AutoCAD remote services in connection with various Engineering and Town projects; and

**WHEREAS**, Robert Hubbs is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to the attached proposed agreement.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute the attached Professional Services Agreement with Robert Hubbs for GIS and AutoCAD remote services and activities pursuant to a \$60.00/hour fee delineated in the attached proposed agreement from January 1, 2016 through to April 30, 2016 with a 100-hour cap for services rendered; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Robert Hubbs, 42 Marvin Street, Patchogue, NY 11772, Engineering 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AMENDED AGREEMENT**

This amended Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2016 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, and Robert Hubbs, with a principal place of business at 42 Marvin St., Patchogue, NY 11772, ("Consultant Address").

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 professional GIS services to include preparation of maps and plans, and assignment of addresses, and shall furnish CAD services in assistance with preparing engineering drawings. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

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

The Agreement shall commence on January 1, 2016 and terminate on April 30, 2016 with a cap of 100 hours for services rendered.

### **3. PAYMENT**

For these services Town of Riverhead will pay Consultant a fee \$60/hour for services provided. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

### **4. RIGHTS TO DOCUMENTS OR DATA**

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

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. RECORDS

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

#### 8. CHANGES

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

## 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Drew Dillingham, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Rob Hubbs, 42 Marvin St., Patchogue, NY 11772.

## 10. COMPLIANCE WITH LAWS

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

## 11. 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.

## 12. 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.

## 13. 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) terminate this agreement.

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

\_\_\_\_\_

by:

Town Of Riverhead  
200 Howell Avenue  
Riverhead, New York

\_\_\_\_\_

by:

Robert Hubbs  
42 Marvin St.  
Patchogue, New York

TOWN OF RIVERHEAD

Resolution # 142

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR ANNUAL CONSTRUCTION CONTRACT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the ANNUAL CONSTRUCTION CONTRACT in the March 24, 2016 issue of the official Town newspaper; and

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

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

**THE VOTE**

Hubbard Yes No      Giglio 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 proposals for the Annual Construction Contract must be submitted to the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on April 7, 2016 and will be publicly opened and read aloud at 11:00 am on April 8, 2016 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 24, 2016 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Construction Contract".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

Dated: March 15, 2016

TOWN OF RIVERHEAD

Resolution # 143

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE  
TO BIDDERS FOR ANNUAL PROCUREMENT CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the Annual Procurement Contract in the March 24, 2016 issue of the official Town newspaper; and

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

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

**THE VOTE**

Hubbard Yes No      Giglio 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 proposals for the Annual Procurement Contract must be submitted to the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on April 7, 2016 and will be publicly opened and read aloud at 11:10 am on April 8, 2015 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 24, 2016 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Procurement Contract".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

Dated: March 15, 2016

**TOWN OF RIVERHEAD**

**Resolution # 144**

**AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR  
AN AUTOMOTIVE MECHANIC II**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for an Automotive Mechanic II in the March 10, 2016 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 copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Hubbard Yes No    Giglio Yes No  
Wooten Yes No    Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## **ADVERTISEMENT TO BE PLACED IN NEWS REVIEW**

The Town of Riverhead is seeking an Automotive Mechanic II. Starting salary is \$46,323.12. Qualifications are either: (a) Completion of one (1) year of vocational education courses in either a vocational school program or in an apprentice or training program in automotive mechanics and one (1) year of work experience in the repair and rebuilding of mechanical systems and components of automotive equipment; **or** (b) Two (2) years of experience in the repair and rebuilding of mechanical systems and components of automotive equipment; **or** (c) Satisfactory equivalent combination of the above education and experience. Interested parties please apply to: Town of Riverhead, Personnel Department, 200 Howell Avenue, Riverhead, NY 11901. Deadline is March 25, 2016. EOE

**TOWN OF RIVERHEAD**

**Resolution # 145**

**ADJUSTMENT TO HOURLY RATE OF PAY FOR TRAFFIC CONTROL SPECIALISTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, the hourly rate of the following part-time employee(s) of the Town of Riverhead are increased effective March 1, 2016 as follows:

Remy Bell	\$16.00
Baycan Fideli	\$16.00
Anthony Schoberl	\$16.00

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared

TOWN OF RIVERHEAD

Resolution # 146

**RATIFIES TRANSFERS OF ACCOUNT CLERK TYPISTS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a vacancy exists for the position of Account Clerk Typist in the Police Department; and

**WHEREAS**, this Town Board wishes to transfer Gina Hubbard from the Tax Receiver's Office to the vacant position in the Police Department and transfer Jamie Ritter from the Planning Department to the ensuing vacancy for an Account Clerk Typist in the Tax Receiver's Office; and

**NOW, THEREFORE, BE IT RESOLVED** that effective February 29, 2016 this Town Board hereby ratifies the transfers of Gina Hubbard to the position of Account Clerk Typist in the Police Department and Jamie Ritter to the position of Account Clerk Typist in the Tax Receiver's Office at no change to their rate of pay or other terms and conditions of employment.

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 147

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
GENERAL HARDWARE ITEMS 2016  
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **GENERAL HARDWARE ITEMS** for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the **MARCH 10, 2016** issue of the News Review.

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

**THE VOTE**

Hubbard Yes No      Giglio 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 **GENERAL HARDWARE ITEMS 2016** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM** on **MARCH 29, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **MARCH 10, 2016** on the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **GENERAL HARDWARE ITEMS 2016.** Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 148

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PURCHASE OF ONE (1) USED 2005-2010 MACK GRANITE MODEL CV713 WITH ROLL-OFF CABLE HOIST OR EQUIVALENT FOR THE TOWN HIGHWAY DEPARTMENT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for the purchase of **ONE (1) USED 2005-2010 MACK GRANITE MODEL CV713 WITH ROLL-OFF CABLE HOIST OR EQUIVALENT** for the Town Highway Department.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the March 10, 2016 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**

Hubbard Yes No      Giglio 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 **ONE (1) USED 2005-2010 MACK GRANITE MODEL CV713 WITH ROLL-OFF CABLE HOIST OR EQUIVALENT** for the Town Highway Department will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **11:00 am on March 21, 2016**, at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on "Bid Requests" beginning **March 10, 2016**.

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.

All bids must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked **ONE (1) USED 2005-2010 MACK GRANITE MODEL CV713 WITH ROLL-OFF CABLE HOIST OR EQUIVALENT** for the Highway Department. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on March 21, 2016**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

TOWN OF RIVERHEAD

Resolution # 149

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH NORTH FORK ANIMAL WELFARE LEAGUE, INC FOR OPERATION OF THE TOWN OF RIVERHEAD ANIMAL SHELTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #957 adopted on December 18, 2012, authorized an agreement with North Fork Animal Welfare League for dog control officer and animal shelter services for the Town of Riverhead; and

**WHEREAS**, the North Fork Animal Welfare League, Inc., is a Section 501(c)(3) not for profit membership corporation of the State of New York; and

**WHEREAS**, Sections 114 and 1 15 of the Agricultural and Markets Law provide that a Town may contract dog control officer and animal shelter services with an incorporated humane society or similar incorporated dog protective association; and

**WHEREAS**, the Town desires to continue to contract for dog control officer and animal shelter services with the League; and

**WHEREAS**, the League desires to continue to provide such services for the Town in accordance with the terms and conditions set forth in this agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute an Agreement with North Fork Animal Welfare League, Inc. in substantially the form annexed hereto; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD AND NORTH FORK  
ANIMAL WELFARE LEAGUE FOR OPERATION OF THE  
RIVERHEAD TOWN ANIMAL SHELTER**

**THIS AGREEMENT**, entered into as of March 1, 2016, pursuant to the provisions of New York State Agricultural and Markets Law by and between the **TOWN OF RIVERHEAD**, a municipal corporation of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, New York, (hereinafter referred to as "Town", and the **NORTH FORK ANIMAL WELFARE LEAGUE, INC.**, a Section 501(c)(3) not for profit membership corporation of the State of New York, having its principal office at 165 Peconic Lane, Peconic, NY 11958 (hereinafter referred to as "League").

**WHEREAS**, the New York State Agricultural and Markets Law §§ 113 and 114 provide that a Town may contract dog control officer and animal shelter services with an incorporated humane society or similar incorporated dog protective association; and

**WHEREAS**, the Town desires to contract for dog control officer and animal shelter services with the League; and

**WHEREAS**, the League desires to provide such services for the Town in accordance with the terms and conditions set forth in this agreement;

**NOW, THEREFORE**, in consideration of the covenants and the promises contained herein, the parties mutually agree as follows:

1. The LEAGUE, through its officers, agents and employees, shall operate and manage the Town Animal Shelter at Youngs Avenue, Riverhead, New York, as an animal shelter and provide care for lost, strayed or homeless dogs or dogs seized by the League's dog control officers and make available for adoption or euthanize seized dogs not redeemed as provided for in Article 7 of the Agricultural and Markets Law pursuant to the provisions set forth below:

- a. Hours of Operation

- i. The shelter shall be open to the public a minimum of thirty-six (36) hours per week with the exception of weeks containing a Town of Riverhead declared and recognized holiday (See Town of Riverhead Annual Holiday Schedule). The Town recognizes that, on occasion, circumstances beyond the control of the League may arise that require reduced service hours. When these events occur the League will notify the public via a recorded phone message. Aside from closing due to inclement weather or

emergency, the League will notify the Town within 24 hours of any unscheduled closure and report the reasons for closure and projected time the facility will reopen. Notwithstanding the foregoing provisions, the League may establish reasonable hours during which animals may be viewed, redeemed, or adopted.

ii. Staff must be available seven (7) days a week 8:00am to 4:00 pm to provide care for sheltered animals and accept animals from League's Animal Control Officers acting pursuant to their job duties and responsibilities as set forth in the Code of the Town of Riverhead and New York State Agricultural & Markets Law. In addition, the League shall provide staff at such other times as may be required to accommodate and assist the Town of Riverhead Police Department in fulfilling their duties and responsibilities under Chapter 58 of the Town Code of the Town of Riverhead and such other provisions of law requiring the services described in this agreement.

iii. League shall submit a staffing schedule to demonstrate proposed staffing to meet the public hours set forth above to the Town of Riverhead each year for the duration of the contract.

b. Other Animals

The shelter may temporarily house animals other than domestic companion animals, when necessary. Other animals may include livestock, birds, pet rodents, snakes and other exotic animals.

c. General Operations

i. The League must conform to applicable New York State, Suffolk County, and Town of Riverhead laws, ordinances, rules, regulations and policies.

ii. The League shall operate and manage a shelter and provide care for (i) lost, strayed, or homeless animals in the Town of Riverhead, (ii) animals that are surrendered by residents of the Town of Riverhead and approved, (Note, approval or denial of the acceptance of a dog offered for surrender shall never be based upon occupancy availability at the shelter) and accepted by the League pursuant to Chapter 58, §58-10.1, and (iii) animals seized by the League's Animal Control Officers, Town of Riverhead Police Officers or held pursuant to court order.

iii. The League shall be required to house animals received at the shelter for the redemption period set forth in § 117 of Article 7 of New York State Agricultural and Markets Law. At the end of the appropriate redemption period, animals that have not been redeemed by their owner after a reasonable effort to locate same, shall be offered for adoption or euthanized pursuant to subdivisions 2-a, 2-b, 2-c, 2-d and 2-e of §374 of New York State Agriculture and Markets Law. The League shall encourage adoption where the animal and the potential adoptive home are both appropriate.

iv. In the exercise of its discretion, the League may hold animals at the shelter beyond the time required by law, provided however that in no event shall the League house or hold animals beyond the time required by law, if the same will result in there being insufficient space or facilities for the impoundment of seized animals.

v. The League shall provide humane treatment to all animals while housed at the shelter, and shall also be responsible for the cost of feeding and humanely maintaining all animals at the shelter.

d. Daily Care and Medical Treatment & Services

i. The League shall provide all necessary daily care (feed, water, exercise, collect and properly dispose of animal refuse, manure or other animal waste) in accordance with Laws of Suffolk County and such other laws, rules and regulations applicable to animal shelters and the services identified in this Agreement. In addition, the League shall provide all necessary veterinary services to the animals housed at the shelter, and shall ensure that all veterinary services are provided by qualified personnel licensed by New York State. Any dog or cat deemed to be adoptable shall be spayed/neutered as soon as practicable when determined to be medically sound. It shall be in the League's discretion to spay/neuter any other animal.

ii. The League shall pay for all reasonable and necessary medical expenses incurred with regard to the treatment of the animals at the shelter. For all animals seized by League's Animal Control Officers or Town Police Officers, the medical expenses and any such other costs related to housing the animal shall be considered as part of the budgeted amount given to the League by the Town.

iii. The League's veterinarian and/or staff must be trained and certified to administer controlled euthanasia solutions. To the extent, the League

maintains euthanasia solutions on the property, the League and/or its veterinarian are responsible for obtaining euthanasia solution, keeping records pertaining to such, and safely keeping the solution in accordance with all applicable regulations.

iv. The League shall develop and implement a system whereby animals are assessed for behavior and temperament.

e. Records & Reports

i. The League shall maintain complete records (i.e. kennel records, animal medical records, animal behavior records, adoption records, redemption records, euthanasia records, receipts, inventory and activity records-all related to services provided pursuant to this Agreement) of any seized dog and the subsequent disposition of any dog in the manner prescribed by Article 7 of the Agricultural and Markets Law and regulations promulgated thereunder by the Commissioner of Agriculture and Markets and the League shall provide the Town Clerk with said records on a monthly basis during the term of this Agreement.

ii. All such records shall remain confidential and the property of the Town of Riverhead, and shall be maintained for a minimum of seven (7) years.

iii. Animal inventory reports will be submitted to the Town upon request.

iv. The League shall provide the Town with an financial report on an annual basis and financial compilations on a quarterly basis related to the services provided by the League under this Agreement.

f. Licensing, Redemption, & Adoption Fees

Pursuant to Article 7 of the Agricultural & Markets Law §109, the Town Clerk of the Riverhead is responsible for the issuance of all dog licenses and reporting/accounting of licenses issued, together with fees collected to the appropriate County Financial Officer. The Town shall collect all fines and penalties for enforcement and/or violation of Article 7 and the Code of the Town of Riverhead and use such moneys for the purposes set forth in Agricultural & Markets Law, Article 7 §119. To the extent the League collects any such fees, the League shall remit the fees to the Town of Riverhead within 30 days of collecting said fee.

g. Employees

i. The League shall employ, at all times during the term of the contract, such trained and qualified personnel as are necessary to properly perform the duties and responsibilities specified herein.

ii. The League shall designate a suitable person who shall exercise overall supervision of the shelter and for all of its employees and advise the Town of the name, address, and telephone number of such person, as well as any changes thereto.

iii. The League shall designate and employ at least one full-time dog control officer and one part time dog control officer and said dog control officers shall comply with and enforce the provisions of Chapter 58 of the Code of the Town of Riverhead. Note, in the event that an on-duty Police Officer of the Town of Riverhead brings an abandoned dog to the veterinarian for medical treatment and said dog remains unclaimed, the Police Officer will advise the League of the time and place of delivery, and the League shall assume all reasonable and necessary medical expenses incurred by said dog.

iv. The League may operate a volunteer and/or community service program. In the event the League provides a volunteer and/or community service program, the League shall assume all liability for, screen, supervise, and train volunteers assisting at the shelter.

h. Insurance & Bond

i. The League shall provide Workers' compensation and disability insurance as may be required by law for any person working at the shelter or performing services for the League required to be performed under the Contract with the Town. Certificates of such insurance shall be filed annually with the Town Clerk.

ii. The League will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

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. If you have questions please visit [www.wcb.state.ny.us/main/forms](http://www.wcb.state.ny.us/main/forms).

b) Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. 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 Accord form is acceptable to evidence the liability coverage.

d) Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

e) The Town will be named as an additional insured on the Liability policy. The League shall file the above certificates of such insurance on or before February 29, 2016 (prior to effective date of first contract term) and on or before January 1<sup>st</sup> for each year remaining under the contract period.

i. Facility

i. The League shall purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct shelter operations.

ii. The League shall do nothing detrimental to the facilities, equipment, or property.

iii. The League shall contact Town Engineering Department when repairs to the facility are needed. The League is responsible for contacting Town Engineering Department in a timely manner for emergency or non-routine maintenance issues that may arise. Such maintenance and repair to the shelter shall be in the Town's discretion, which shall be reasonably exercised.

iv. The League shall not intentionally harm the building, grounds or equipment. Upon Town determination of intentional harm (through willful act or neglect) to building, grounds or equipment, the League will be held financially responsible for all repairs and may be subject to termination of this Agreement.

v. Title to the Town Animal Shelter and furniture, furnishings, fixtures, appliances, and equipment currently remaining within shall remain vested in the Town. Any furniture, furnishings, fixtures, appliances, and equipment

installed by the League at the shelter shall remain vested in the League and, at the expiration of the agreement or on the prior termination thereof, the League shall have the right and a reasonable time within which to remove the same and all other property belonging to the League provided, however, that such removal can be made without injury or damage to the premises or building.

vi. The League shall make no major alterations renovations or additions to the shelter without prior written approval of the Town. The League shall be financially responsible for all alterations, renovations, or additions made to the shelter without written approval of the Town.

vii. The Town and its authorized officers, agents, and employees shall have the right to enter upon the shelter, including the buildings or structures, at any reasonable time for the purpose of examining same, conferring with the officers and/or management of the League, and to make such necessary repairs as the Town may deem necessary.

viii. The League covenants and agrees that, unless this contract is renewed or extended by agreement of the parties, at the expiration of the term of this agreement, it will surrender the shelter to the Town in good repair, normal wear and tear excepted. Note, upon execution of this Agreement or at such other time(s) mutually convenient to Town and League, the League shall have the right to enter and inspect the premises and submit work order(s) to the Town for such reasonable repairs as may be required for the use and occupancy by the League for the purposes outlined and set forth in this Agreement.

2. The Town shall permit the League and League’s agents and employees to exclusively occupy and operate the Town Animal Shelter for the purpose of providing animal shelter and dog control officer services as more fully described above for the Town and as consideration for such services , the Town shall pay an annual fee in the amounts set forth below for the indicated year (the “Base Amount”) (paid in twelve monthly payments) of the three year contract.

<b>YEAR</b>	<b>BASE AMOUNT</b>
March 1, 2016 – February 28, 2017)	\$233,135.00

March 1, 2017 – February 28, 2018	\$238,135.00
March 1, 2018 – February 28, 2019	\$243,135.00

The Town shall make the monthly payments on the first of each month with the first payment to be made on March [ ]<sup>1</sup>, 2016 for the period commencing March 1, 2016 and ending February 28, 2017.

a. Facility

i. The Town shall provide maintenance and repair of the building’s exterior and grounds, including mowing of lawns and snow plowing of parking lot, but shall not include maintenance or clean-up of pens or exercise areas. Such maintenance and repair to the shelter shall be in the Town’s discretion, which shall be reasonably exercised.

ii. The Town shall keep the animal shelter in good repair, including the shelter’s electrical, plumbing, septic, mechanical, alarm, heating and air conditioning systems.

iii. The Town shall pay the fuel, electricity, water and other utility expenses of the Town. In addition, the Town shall provide garbage service identical to the garbage services provided for other Town buildings and properties at Town expense. The League shall be required to pay all other expenses related to occupancy and operation of the facility, including telephone and internet service.

3. General Covenants. The parties hereto further covenant and agree as follows:

a. Miscellaneous

i. The League hereby represents that it is legally qualified to perform all the duties on its part to be performed under the terms and conditions of the contract, specifically being an incorporated humane society or similar incorporated dog protective association formed under the Not-For-Profit

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<sup>1</sup> To reflect date of execution.

Corporation Law pursuant to §114 of Article 7 of New York State Agricultural and Markets Law.

ii. The League shall keep on file with the Town Clerk and deliver upon the execution of the Agreement, copies of the League's Certificate of Incorporation and current Bylaws.

iii. The Town reserves the right to make inspections of the shelter to assure compliance with the scope of work outlined above and ensure the animals are cared for in a humane manner. The Town also reserves the right for New York State Agricultural & Markets designated officials, employees or agents and the Humane Society of the United States designated officials, employee or agents to inspect the shelter.

iv. Nothing shall be found to construe the parties of the agreement as partners or authorize either party to contract any debt liability or obligation for or against or on behalf of the other party of the agreement. Neither the Town, nor the League, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and this agreement shall not be deemed or construed as a contract of agency. The League shall be deemed throughout the term hereof as an independent Contractor and as such be liable for its own acts.

v. The League shall protect, save, and keep the Town harmless and indemnify the Town from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the League of the terms and conditions of the contract. This provision is not intended and shall not be applicable to any Town employment provisions which may be related to the services described in this agreement.

vi. Default

a) In the event that the League defaults in fulfilling the terms and conditions set forth in provisions 1(a)-(d) of this Agreement, the Town shall serve upon the League a "Notice of Default and Notice to Cure" identifying the alleged incident(s), circumstance(s) and/or basis given rise to the default and provide the League with 10 days from date of mailing of said "Notice of Default and Notice to Cure" to cure the default. In the event the League fails to cure the default related to provisions 1(a)-(d) within 10 days, the Town may withhold any payment(s) or

withhold payment(s) pro-rated from the expiration of the 10 day time within which to cure the default due under the Agreement and terminate the Agreement effectively immediately. In the event of such termination, the League shall forthwith surrender the shelter occupied by it and deliver to the Town any and all Town property in its possession whereupon the League shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

b) In the event that the League defaults in fulfilling the terms and conditions of this Agreement, except as to provisions 1(a)-(d) which as set forth above has a 10 day period in which to cure, the Town shall serve upon the League a "Notice of Default and Notice to Cure" identifying the alleged incident(s), circumstance(s) and/or basis given rise to the default and provide the League with 30 days from date of mailing of said "Notice of Default and Notice to Cure" to cure the default. In the event that the League fails to cure the default within 30 days, the Town may withhold payment or withhold payment pro-rated from the expiration of the 30 day time within which to cure the default and terminate the Agreement effectively immediately. In the event of such termination, the League shall forthwith surrender the shelter occupied by it and deliver to the Town any and all Town property in its possession whereupon the League shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

c) In the event that the Town defaults in fulfilling the terms and conditions set forth in provisions of this Agreement, the League shall serve upon the Town a "Notice of Default and Notice to Cure" identifying the alleged incident(s), circumstance(s) and/or basis giving rise to the default and provide the Town with 30 days from date of mailing of said "Notice of Default and Notice to Cure" to cure the default. In the event the Town fails to cure the default related to provisions of this Agreement within 30 days, the League may withhold services and terminate the Agreement effectively immediately. In the event of such termination, the League shall forthwith surrender the shelter occupied by it and deliver to the Town any and all Town property in its possession whereupon the League shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

d) In the event the defaulting party denies such default and defaulting party serves "Notice of Denial of Default" within 10 days of receipt of "Notice of Default and Notice to Cure". Any dispute arising under the

provisions of the Agreement, including the provisions highlighted and identified above, the Town and League agree that prior to resorting to litigation, upon written request of either party the matter may be submitted and resolved by mediation or arbitration through the American Arbitration Association or such other organization as is agreeable to the parties. The costs of mediation or arbitration shall be shared equally by the Town and League. The results of such mediation or arbitration shall only be binding upon agreement of each party to be bound thereby. Note, the "Notice of Denial of Default" shall not invalidate the default provisions set forth in the provisions above.

viii. In the event Federal, State or County laws, rules or regulations require the League to incur additional expenses to provide the services the League has agreed to provide, the Town agrees to negotiate with the League with regard to such additional expenses.

ix. The Town and its authorized officers, agents and employees shall have the right to enter upon the Town Animal Shelter including the buildings or structures, at any reasonable time for the purpose of examining same, conferring with the officers and/or management of the League, and to make such necessary repairs as the Town may deem necessary.

x. The League shall provide the Town with financial reports on an annual basis and financial compilations on a quarterly basis related to the services provided to the Town pursuant to the terms of this Agreement.

xi. The League covenants and agrees that, unless this contract is renewed or extended by agreement of the parties, at the expiration of the term of this contract, it will surrender the Town Animal Shelter to the Town in good repair, normal wear and tear excepted.

#### 4. Term

This contract shall be for a term of three (3) years commencing on the 1st day of March, 2016, and terminating the 28th of February, 2019, unless sooner terminated as herein provided.

#### 5. Assignment and Subcontracting

The 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. It is understood and agreed that the occupancy and operation of the Animal Shelter is limited to the League and the League shall be prohibited from subleasing or

subcontracting for any of the services described above, except those services requiring specialized or professional expertise i.e. behavioral and veterinary services. It is understood and agreed that the terms of this Agreement shall not restrict or prohibit the League from contracting with or providing animal control officer or animal shelter services for other government entities and/or private organizations.

## 6. Termination

This Agreement may be terminated for cause as set forth in provision 3 (a)(vi) above. In the event of such termination, Town shall have no further obligation to League except to make any payments which may have become due under this Agreement. In the event of such termination, the League shall forthwith surrender the Town Animal Shelter occupied by it and deliver to the Town any and all Town property in its possession, whereupon the League shall have no further rights or responsibilities hereunder, except to remove its property as provided herein.

## 7. Records

League 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 League involving transactions related to this Agreement.

## 8. Changes

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may upon the mutual agreement and consent of the League request additional services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance. It is agreed and understood that no oral agreement, conversation, or understanding between the League and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement.

## 9. Notices

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Office of the Town Attorney, Town of Riverhead, Attention: Town Attorney for Town of

Riverhead, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to League if mailed by certified mail, postage prepaid to North Fork Animal Welfare League, Inc., P.O. Box 297, Southold, NY 11971. This notice provision shall be applicable to all provisions of the agreement, except provision 3 (vi)(a) which shall require notice by overnight mail to North Fork Animal Welfare League, Inc., P.O. Box 297, Southold, NY 11971 and Law Office of Peter Danowski, Esq., 616 Roanoke Avenue, Riverhead, NY.

#### 10. Compliance with Laws

League shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. League will notify Town immediately if League's work for Town becomes the subject of a government audit or investigation. League will promptly notify Town if League is indicted, suspended or debarred. League represents that League 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, League agrees to file all necessary forms with the NYS Joint Commission on Public Ethics pursuant to Executive Law §177, and all such other laws, rules and regulations applicable to communications to or appearances 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 services identified in this contract. League 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 League's professional and technical discipline.

#### 11. Conflict of Interest

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

12. 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.

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

TOWN OF RIVERHEAD

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

NORTH FORK ANIMAL WELFARE LEAGUE, INC.

By: \_\_\_\_\_  
Dennis McDermott

**TOWN OF RIVERHEAD**

**Resolution # 150**

**AWARDS BID FOR 20 PASSENGER HANDICAP ACCESSIBLE BUS  
TO BE UTILIZED BY THE SENIOR CENTER**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #35 adopted on January 14, 2016, authorized the Town Clerk to public and post a Notice to Bidders for proposals for a 20 PASSENGER HANDICAP ACCESSIBLE BUS to be used by the Senior Center; and

**WHEREAS**, pursuant to the terms of the Request for Proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before 2:00 pm on February 16, 2016; and

**WHEREAS**, one (1) response to the Notice to Bidders was received, opened and read aloud on February 16, 2016 at 2:00 pm in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, the Town Purchasing Agent, after review with the Senior Citizen Program Director and Recreation Superintendent, recommends that the bid be awarded to Alliance Bus Group, Inc.

**NOW THEREFORE BE IT RESOLVED**, that the bid for a 20 Passenger Handicap Accessible Bus to be utilized by the Senior Center be and is hereby awarded to Alliance Bus Group, Inc. in the amount of \$64,500.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Alliance Bus Group, Inc., 51 Kero Road, Carlstadt, NJ 07072; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared **TABLED**

TOWN OF RIVERHEAD

Resolution # 151

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (Residence (RC) Use District (Retirement Community))**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

**WHEREAS**, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Unlisted action pursuant to 6NYCRR Part 617; and

**WHEREAS**, pursuant to SEQR, the Town has completed and submitted a SEAF; and

**WHEREAS**, a public hearing was held on the 20<sup>th</sup> day of January, 2016 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board be and hereby, declares itself to be the lead agency for purposes of the amendment of Chapter entitled, "Zoning" of the Town Code and hereby determines the action to be a Unlisted action in accordance with 6 NYCRR 617.7(a) and, further hereby issues a Negative Declaration in accordance with 6 NYCRR 617.7(a)(2); and be it further

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

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

**RESOLVED**, 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**

Hubbard  Yes  No      Giglio  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 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on March 1, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 108  
Zoning

**ARTICLE XXIII. Residence RC District  
(Retirement Community)**

**§108-119. Additional requirements.**

A. All lots shall be located within the Town of Riverhead Water District and Sewer District or be located within 1,500 feet of the Water District and Sewer District and subject to approval for the requisite capacity for the proposed development. The applicant shall be responsible for all costs related to application for Water and/or Sewer District extension and costs related to extension of the appurtenances to include the parcel in the water and sewer districts.

B. The method of water supply and of sewage disposal, conforming to Health Department requirements.

C. At least 30% of the total site area shall be devoted to open space which shall be kept in its natural state or landscaped and maintained with grass for passive recreational uses such as picnic areas, walking trails, gardening and horticultural.

D. The use of interconnecting walkways, trails and natural walking paths for pedestrian traffic shall be an integral part of the design of any development to facilitate access between common areas, groups of dwelling units and open space areas.

E. All primary walkways and sidewalks shall meet Americans with Disabilities Act (ADA) requirements. Trails and natural walking paths are exempt from this requirement; however, the Town encourages maximizing accessibility to all residents. Due consideration shall be given to planning walks, ramps, and driveways to prevent slipping, stumbling, and handrails and ample places for rest shall be strategically provided.

F. A buffer strip of not less than 10 feet in width consisting of massed trees and shrubbery or existing mature vegetation supplemented by new landscaping shall be maintained alongside front and rear property lines, except the buffer area shall be 25 feet in width along any lot line abutting a residential district or use. The trees and shrubbery shall consist of evergreens and deciduous plant material which, when planted, shall be at least six feet tall and when mature shall be maintained at a height of not less than eight feet, so as to provide an effective

natural screen. No structure shall be permitted within this strip or buffer.

G. All utilities shall be placed underground, including telephone, electric and cable telephone service.

H. All parking shall comply with the parking schedule set forth in § **108-60** of this chapter, notwithstanding the following:

(1) No parking shall be provided within 25 linear feet of the principal frontage.

(2) Parking and loading areas shall be placed as far from adjacent residences as possible (but a minimum of 50 linear feet) and surrounded by landscaping.

I. The proposed method of collection and disposal of stormwater, designed so as not to interfere with adjoining properties or burden public facilities.

J. The proposed lighting facilities for the safety of pedestrian and vehicular traffic, with exterior spotlighting of buildings or grounds to be from shaded sources and located so that the light beams are not directed toward any lot in a residential district or toward a public highway.

K. The provisions of this Section (108-119) which were added by Local Law 9-2012, adopted on June 19, 2012 are intended to and shall take effect to those parcels designated or mapped as Retirement Community after the effective date of Local Law No. 9-2012. Parcels that were mapped as Retirement Community prior to June 19, 2012 shall be subject to the Additional requirements of section 108-119 in effect prior to June 19, 2012.

- Underline represents addition(s)

Dated: Riverhead, New York  
March 1, 2016

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

**DIANE M. WILHELM**, Town Clerk

TOWN OF RIVERHEAD

Resolution # 152

**EXTENDS BID FOR ONSITE GRINDING OF TOWN YARD WASTE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution No. 70 adopted 1/21/15 entitled "AWARDS BID FOR ONSITE GRINDING OF TOWN YARD WASTE"; and

**WHEREAS**, the onsite grinding bid was awarded to Horton Avenue Materials, LLC; and

**WHEREAS**, the Town Board did adopt a subsequent resolution No. 103. 2/3/15, for a Change Order resolution entitled, "APPROVES ENGINEERING DEPARTEMENT REQUEST FOR CHANGE ORDER RELATED TO BID FOR ONSITE GRINDING OF TOWN YARD WASTE" to add processing of yard waste material through a trommel to separate out soil and decomposed mulch to properly and economically process the mixed materials; and

**WHEREAS**, the Engineering Department is recommending that the bid and bid specifications for the processing of yard waste material and onsite grinding be extended for a period of six months from the date of adoption of this resolution; and

**WHEREAS**, Horton Avenue Materials, LLC has forwarded correspondence expressing their desire to extend the onsite grinding bid in accordance with the existing bid specifications and bid award at the bid price of \$2,800 per day and \$8,000 per three day processing; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board be and does hereby authorize the bid extension for Horton Avenue Materials, LLC; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Supervisor to execute any documents or agreements, to the extent required, with Horton Avenue Materials, LLC to effectuate the terms of the bid award and specifications; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Horton Avenue Materials, LLC, 229 Horton Avenue, Riverhead, New York 11901, the Engineering Department, Purchasing Department, and the Office of Accounting.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 153

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER  
(21<sup>st</sup> Annual East End Garden Festival – May 5, 2016 – May 8, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on February 18, 2016, Candace Porter, on behalf of Peconic Bay Medical Center, submitted a Chapter 90 Application for the purpose of conducting their “21<sup>st</sup> Annual East End Garden Festival”, a fundraiser for the hospital, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on Thursday, May 5, 2016, through Sunday, May 8, 2016, between the hours of 9:00 a.m. and 6:00 p.m. (set-up on 5/3/16); and

**WHEREAS**, Peconic Bay Medical Center has requested the applicable Chapter 90 fee be waived due to its not-for-profit status; and

**WHEREAS**, Peconic Bay Medical Center has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that 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 Peconic Bay Medical Center for the purpose of conducting their “21<sup>st</sup> Annual East End Garden Festival”, a fundraiser for the hospital, offering the sale of plants, flowers and shrubs, to be held at the Tanger Outlet Center (Section 1 – Office Max lot) located at 200 Tanger Mall Drive, Riverhead, New York, on the aforementioned dates and times, is hereby approved; and be it further

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

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

**RESOLVED**, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 4, 2016**; 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 further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Candace Porter, 1300 Roanoke Avenue, Riverhead, New York 11901 and Tanger Outlet Center, Attn: Janine Nebons, 200 Tanger Outlet Mall Drive, 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 154**

**AMENDS THE COMMENCEMENT DATE FOR PAYMENTS IN LIEU OF TAXES  
(PILOT) WITH RICHWOOD GREENWORKS, LLC (SPOWER)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, by resolution number 718, adopted on October 7, 2014, the Town Board authorized the Supervisor to execute an agreement for payments in lieu of taxes (PILOT) between the Town of Riverhead and Sutter Greenworks LLC, Sterlington Greenworks LLC, Richwood Greenworks LLC, S Power Solar LLC, and FTS Property Holdings, LLC (collectively "sPower") with regard to certain real property known as 194 Edwards Avenue, Calverton, New York 11933, also known and designated as SCTM # 0600-137.00 -01.00-032.001 (the "premises"); and

**WHEREAS**, a PILOT agreement was entered into between the Town of Riverhead and sPower; which agreement in part, provided for the payments in lieu of taxes for a term of fifteen (15) years, commencing with tax year 2015-2016 and ending on tax year 2029 -2030 for the premises; and

**WHEREAS**, for various reasons, including delays with commencement of the project, Application for Tax Exemption of Solar or Wind Energy Systems (the "Application") was not made by tax status date of March 1, 2015; and

**WHEREAS**, the Application has now been made to the Board of Assessors for the tax exemption under Real Property Tax Law ("RPTL") Section 487; and

**WHEREAS**, the Town of Riverhead and sPower agree that the fifteen year term of the PILOT be amended to become effective tax year 2016-2017 and ending tax year 2030 -2031.

**NOW THEREFORE BE IT RESOLVED**, the Town Board, be and hereby approves the change in the commencement date of the payment in lieu of taxes; namely that the fifteen year term become effective for tax year 2016-2017 and ending for tax year 2030 -2031; and be it further

**RESOLVED**, that the Supervisor and the Board of Assessors, be and hereby are authorized to execute such other documents deemed necessary to effectuate the terms of this resolution; and be it further

**RESOLVED**, that all of the remaining terms and conditions of the executed PILOT agreement shall remain unchanged and in full force and effect; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward copies of this resolution to John Moran, Project Manager, Sustainable Power Group, 401 Park Avenue New York, New York 10016; the Financial Administrator; the Board of Assessors; Receiver of Taxes; the Riverhead Central School District and the Office of the Town Attorney.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 155

**AUTHORIZES LICENSE WITH PICTOMETRY INTERNATIONAL CORP.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the County of Suffolk entered into a contract with Pictometry Intelligent Images for use of Pictometry's imagery, visual information system and related capabilities which produce geo-referenced, high resolution oblique (3-D image) and ortho (straight down) intelligent images; and

**WHEREAS**, by resolution number 31, adopted on January 4, 2012, the Town Board authorized an inter-municipal agreement to allow for the use of Pictometry software under the County of Suffolk license; and

**WHEREAS**, the term of the current inter-municipal agreement will end on March 5, 2016; and

**WHEREAS**, Pictometry International Corp. has submitted a proposal for a one license between the Town of Riverhead and Pictometry International Corp. allowing for up to 50 users at a discounted annual license fee of \$1,500.00; and

**WHEREAS**, the Town seeks to enter into a one license between the Town of Riverhead and Pictometry International Corp. effective March 6, 2016.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead authorizes the Supervisor to execute the attached one license between the Town of Riverhead and Pictometry International Corp. for a fixed amount of \$1,500.00; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## **PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form (or electronic order submission or payment page used in lieu of an order form), if any (the "Order Form"), collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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**1.10** You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

**1.11** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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**2.1** Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

**2.2** The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

**2.3** You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

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**3.3** All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

**3.4** Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

**3.5** While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

**3.6** Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

**3.7** Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

**3.8** Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

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**4.2** EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **5. LIMITATION OF LIABILITY**

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**5.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE

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**5.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

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(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## **6. MISCELLANEOUS**

**6.1** The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

**6.2** In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

**6.3** All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.

**6.4** The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**6.5** Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

**6.6** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

**6.7** This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

**6.8** Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

**6.9** In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

**6.10** This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

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**B. Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly

export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

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[END OF PICTOMETRY INTERNATIONAL CORP. SOFTWARE LICENSE AGREEMENT]

## **PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form (or electronic order submission or payment page used in lieu of an order form), if any (the "Order Form"), collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

### **1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

**1.1** You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

**1.2** You may not make the Online Services available to any other party.

**1.3** You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

**1.4** You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

**1.5** You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

**1.6** You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

**1.7** You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

**1.8** You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

**1.9** You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC section 1681.

**1.10** You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

**1.11** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

### **2. ACCESS TO SERVICES**

**2.1** Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

**2.2** The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

**2.3** You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

### **3. DISCLAIMERS**

**3.1** The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

**3.2** The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

**3.3** All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

**3.4** Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

**3.5** While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

**3.6** Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

**3.7** Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

**3.8** Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

**3.9** By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

### **4. LIMITED WARRANTY**

**4.1** Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

**4.2** EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **5. LIMITATION OF LIABILITY**

**5.1** No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

**5.2** "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

**5.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE

AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

**5.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

**5.5** Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## **6. MISCELLANEOUS**

**6.1** The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

**6.2** In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

**6.3** All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

**6.4** The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**6.5** Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

**6.6** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

**6.7** This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

**6.8** Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

**6.9** In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

**6.10** This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

**TOWN OF RIVERHEAD**

**Resolution # 156**

**APPROVES CHAPTER 90 APPLICATION OF  
RIVERHEAD CENTRAL SCHOOL DISTRICT  
(5K Run Entitled "R2R – Run 2 Remember" – Sunday, May 15<sup>th</sup>, 2016)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on January 6, 2016, Patrick K. Burke, Assistant Principal of the Riverhead High School, on behalf of the Riverhead Central School District, submitted a Chapter 90 Application for the purpose of conducting a memorial 5K Run to remember fallen students and faculty members of the school district, having the entry fees of the participants going to a scholarship fund administered by RAA (Riverhead Administration Association). Said 5K run route is to include Osborn Avenue, Pulaski Street, Raynor Avenue, N. Griffing Avenue and School Street, and is to be held on Sunday, May 15<sup>th</sup>, 2016, between the hours of 7:00 a.m. and 11:00 a.m.; and

**WHEREAS**, Riverhead Central School District has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the applicant has requested the application fee be waived due to its New York State governmental entity status; and

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

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

**RESOLVED**, that the application of Riverhead Central School District for the purpose of conducting a memorial 5K Run to remember fallen students and faculty members of the school district, having the entry fees of the participants going to a scholarship fund administered by RAA (Riverhead Administration Association), said 5K run route to include the aforesaid roads within the Town of Riverhead, to be held on

Sunday, May 15<sup>th</sup>, 2016, between the hours of 7:00 a.m. and 11:00 a.m., is hereby approved; and be it further

**RESOLVED**, that this approval is subject to an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 1, 2016**; 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 the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Central School District, Attn.: Patrick K. Burke, Assistant Principal, Riverhead High School, 700 Harrison Avenue, Riverhead, NY 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 157

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER A113 ENTITLED  
“DOCKING FACILITY REGULATIONS” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter A113 entitled “Docking Facility Regulations” of the Riverhead Town Code once in the March 10, 2016 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio 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 a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15<sup>th</sup> day of March, 2016 at 7:00 pm o'clock p.m. to consider a local law amending Chapter A113 entitled "Docking Facility Regulations" of the Riverhead Town Code as follows:

**Chapter A113. Docking Facility Regulations**

**§ A113-1. General provisions.**

~~B. The "East Creek Docking Facility" shall be defined as the dockage located adjacent to the Town Beach at East Creek, Jamesport.~~

~~C. The East Creek Boat Launching Facility Docks off Peconic Bay Boulevard, Jamesport, shall be defined as the floating docks, bulkheads, and the pump-out station adjacent to the launch ramps and the floating dock and associated bulkheads at the north side of the facility.~~

~~D. All motor vehicles parked in the parking lot of the East Creek Docking Facility or the East Creek Boat Launching Facility in Jamesport must have a Riverhead parking permit sticker.~~

~~E. All vessels docked at the East Creek Docking Facility in Jamesport must have a Riverhead docking permit sticker affixed to their vessel.~~

B. The "East Creek Docking Facility" (also known and referred to as the East Creek Marina) shall be defined as the dockage located adjacent to the Town Beach at East Creek, Jamesport (also known and referred to as South Jamesport Beach).

C. The East Creek Boat Launching Facility Docks (also known and referred to as East Creek Boat Launch Facility and South Jamesport Boat Ramp) located off Peconic Bay Boulevard, South Jamesport, shall be defined as the boat ramp, floating docks, bulkheads, and the pump-out station adjacent to the launch ramps.

**§ A113-2. License required; regulations; fees. Docking permits.**

~~A. All residents and nonresidents must have a license and/or docking permit to dock at any Town docking facility.~~

~~B. Transient docking is permitted only at the Riverfront Docking Facility and the East Creek Boat Launching Facility.~~

~~C. Seasonal docking is permitted only at the East Creek Docking Facility to boaters who have obtained a Riverhead docking license from the Recreation Department.~~

~~D. The Town Clerk shall be authorized to collect all transient docking fees and distribute the docking permit sticker.~~

~~E. The Recreation Department shall be authorized to collect all fees and distribute permits in accordance with an approved docking license.~~

~~F. No license shall be issued to anyone under the age of 18.~~

~~G. Licenses and permits are nontransferable.~~

~~H. The East Creek Docking Facility season shall be from April 1 to November 15.~~

~~I. No transient vessel shall be permitted to dock overnight without prior approval from the Recreation Department. (See Chapter 56, Docks and Wharves).~~

~~J. The Town Board shall establish fees each year for seasonal docking.~~

~~K. All vessels docked at Town facilities shall comply with Riverhead Town Code Chapters 48 and 106, and all applicable U.S. Coast Guard rules and regulations, including inspections, if any.~~

A. A permit is not required for short term transient docking (short term transient docking shall be no longer than three hours) between the hours of 6:00 a.m. and 9:00 p.m., or as otherwise established by resolution of the Town Board, at the Riverfront Docking Facility. All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for transient daily (more than three hours) and overnight docking. Note, the Town of Riverhead reserves the right to limit the period of time any vessel remains docked at the Riverfront Docking Facility.

B.

(1) A permit is required to use the launch/ramp at East Creek Boat Launch Facility. The boat launch permit must be affixed to the vessel.

(2) A permit is not required for short term transient docking (short term transient docking shall be no longer than three hours) between the hours of 6:00 a.m. and 9:00 p.m., or as otherwise established by resolution of the Town Board, at the East Creek Boat Launch Facility (i.e. a tie-up along the bulkhead after launching vessel with boat launch permit affixed to vessel). All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for transient daily (more than three hours) and overnight docking. Note, the Town of Riverhead reserves the right to limit the period of time any vessel remains docked at the East Creek Boat Launch Facility.

C. All residents must obtain an East Creek Docking Facility seasonal docking permit to dock any vessel at the East Creek Docking Facility and the seasonal docking permit must be affixed to the vessel.

D. All residents and non-residents seeking a permit as described above (A113-2 (A) (B)(1)(2) and (C) must be 18 years or older to be eligible to obtain a permit to use the docking or ramp facilities described above.

E. A permit, be it a boat launch permit, transient docking, seasonal docking or seasonal parking permit, is not transferable and must be affixed to the vessel or vehicle. A permit

may not be duplicated or copied and any such duplication or copy of a permit shall be deemed invalid and all penalty provisions of this Chapter shall apply to any vehicle or vessel in violation of the permit requirements.

F. All vessels docked at Town facilities shall comply with Riverhead Town Code Chapters 48, 64 and 106, all applicable U.S. Coast Guard rules and regulations, including inspections (if any) and, to the extent applicable, Town of Riverhead Docking Agreement.

~~§ A113-3. Waste and debris.~~

~~No owner or other person in charge of any boat, vessel or other watercraft shall empty, clean out, pump out or otherwise discharge water or waste material from the bilge holding tank(s) or toilets thereof into the waters.~~

**§ A113-3. Vehicle Parking.**

A. Parking at Riverfront Docking Facility

All motor vehicles parking in the vicinity of the Riverfront Docking Facility, including Riverfront Drive, McDermott Avenue, and parking lot areas shall not require a seasonal parking permit however all motor vehicles shall adhere to all parking restrictions and regulations set forth in Chapter 101.

B. Parking at East Creek Boat Launch Facility

All motor vehicles parked in the parking lot of the East Creek Boat Launch Facility (also known and referred to as the South Jamesport Boat Ramp) must have a seasonal parking permit issued by the Town of Riverhead Recreation Department as set forth in Chapter 48.

C. Parking at East Creek Docking Facility

All motor vehicles parked in the parking lot of the East Creek Docking Facility must have a seasonal "East Creek Docking Facility" parking permit issued by the Town of Riverhead Recreation Department. Note, each holder of an East Creek Docking Facility seasonal docking permit shall be issued one East Creek Docking Facility parking permit and may obtain one guest seasonal parking permit for an additional fee. The East Creek Docking seasonal parking permit and guest permit is only valid for parking within that portion of East Creek Town Beach located in South Jamesport segregated as and for parking associated with the East Creek Docking Facility and a seasonal parking permit shall be required for parking of motor vehicles in all other areas designated as a parking-by permit only, including the parking area for the East Creek Town Beach as set forth in Chapter 48.

~~§ A113-4. Rights of Town Board.~~

~~A. The Town Board or its representative can ask any vessel to leave the dock if that vessel is causing damage to persons or property.~~

~~B. Any representative of the Town Board shall have the right to board any boat in order to secure it or prevent it from bumping into or scraping other boats moored at any Town docking facility.~~

**§ A113-4 Fees for transient docking, seasonal docking and seasonal parking permits.**

A. The Town Board shall establish fees each year for transient docking, seasonal docking and seasonal parking for residents and non-residents.

B. The Recreation Department shall be authorized to collect all fees and distribute permits in accordance with an approved transient and seasonal docking permit and seasonal parking permit. The Town Board, by resolution, shall establish the period of time the seasonal permit, be it docking or parking, shall be valid for during the year such permit is issued.

**§ A113-5. Mooring; tying; owner responsibility.**

A. Dinghies, rowboats, floats or any small craft, capable of being stored on a vessel and less than 12' in length, which are usually tied to the stern of a larger boat, are not permitted, except when firmly secured to the upper deck of the accompanying boat or placed in the davits, typically used to support, raise and lower which are usually provided for on such boats. Dinghies, rowboats, floats or any small craft shall never be permitted to be located on the dock or at any boat slip overnight. Notwithstanding the above, the Town of Riverhead reserves the right to issue permits for overnight docking for such boats and all provisions of § A113-2 shall be made applicable to such permit.

B. License holders are responsible for the appearance of the boat and docks in front of or adjacent to their berth. Any damage to the docks, pilings, bulkhead or neighboring boats is the boat owner's responsibility.

**§ A113-6. Prohibited acts.**

A. Swimming is prohibited in the waters surrounding all Town docking facilities.

B. No boat shall be operated at a speed greater than five miles per hour nor create a dangerous wake at any Town docking facility pursuant to § 106-8C.

C. No unleashed animals are permitted at any Town Docking Facility. No owner or other person in charge of any boat, vessel or other watercraft shall empty, clean out, pump out or otherwise discharge water or waste material from the bilge holding tank(s) or toilets thereof into the waters.

D. No unleashed animals are permitted at any Town Docking facility. All owners and/or custodians shall be required to keep the animal on a leash and restrained not more than six feet in length from the owner or custodian at all times and shall not permit the animal to defecate or urinate in the vicinity of other persons. If an animal defecates the owner shall immediately collect the feces and remove it.

**§ A113-8. Penalties for offenses.**

A. All boats docked at a Town dock without a permit issued by the Town of Riverhead and/or in violation of the provisions of this Chapter or Chapter 56. A will be fined \$10 per foot per day. The length of boat will be determined by the registration documents issued

by the New York State Department of Motor Vehicles, such other governmental agency authorized to issue registration documents for the vessel or by measurement. ~~Boats at the docking facilities without a Riverhead Town license and/or permits will be fined \$10 per foot per day. Boats docked without a license and/or permits for more than a week may be removed/impounded at the owner's expense. and the owner shall be responsible for all costs related to removal/impoundment and any and all other costs, including storage.~~

B. ~~Vehicles that launch boats at the Town boat launch ramp without a parking permit will be fined \$100 per occurrence. Any individual who launches a boat at the East Creek Boat Launch Facility without a boat launch permit will be fined \$100 per occurrence.~~

C. ~~The Town Board can revoke the license or permit of any person for any violation of these rules. Any person(s) failing to affix a permit to the vessel or vehicle as set forth in A113-2, with the exception of a guest parking permit, shall be fined \$100.00 per occurrence/day and \$100.00 per day for each day that said vessel or vehicle continues to remain at dock and/or parking facility without the proper permit affixed to the vessel or vehicle.~~

D. ~~Except as set forth in A113.8(a)(b)(c) or as otherwise set forth in Chapter 48, 64, 106 or in the Town of Riverhead Docking Agreement, any person violating any provisions of this Chapter shall be fined \$100.00 per day.~~

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

Dated: Riverhead, New York  
March 1, 2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 158

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 56 ENTITLED  
“DOCKS AND WHARVES” OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 56 entitled “Docks and Wharves” of the Riverhead Town Code once in the March 10, 2016 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15<sup>th</sup> day of March, 2016 at 7:00 pm o'clock p.m. to consider a local law amending Chapter 56 entitled "Docks and Wharves" of the Riverhead Town Code as follows:

**Chapter 56. Docks and Wharves**

**§ 56-2. Daily period of use limited. Transient or daily use.**

~~No person shall use any portion of said town dock for the purpose set forth in § 56-1 for a longer period than 24 hours, said period of 24 hours beginning at 6:00 a.m., Eastern standard daylight and savings time, each day unless they conform to the fees collected for overnight transient dockage. A permit is not required for use of a Town dock to receive or discharge passengers or short term transient docking defined as docking for a period of time less than three hours between 6:00 a.m. and 9:00 p.m. or at such times established by resolution of the Town Board subject to the regulations set forth in Chapter A113. All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for daily or overnight docking available at the Riverfront Dock and East Creek Boat Launch Facility. Note, the Town of Riverhead reserves the right to limit the period of time any boat/vessel remains docked at any town dock.~~

**§ 56-3. Penalties for offenses.**

~~A violation of this chapter shall constitute a misdemeanor and shall be punishable by a fine of not exceeding \$10 for the first offense and by a fine of not exceeding \$25 for each subsequent offense.~~

A. All boats docked at a Town dock without a permit issued by the Town of Riverhead and/or in violation of the provisions of this Chapter or Chapter 113 A will be fined \$10.00 per foot per day. The length of boat will be determined by the registration documents issued by the New York State Department of Motor Vehicles, such other governmental agency authorized to issue registration documents for the boat/vessel or by measurement of the boat/vessel. Boats docked without a permit for more than a week may be removed/impounded and the owner shall be responsible for all costs related to removal/impoundment and any and all other costs, including storage.

B. Any person launching or utilizing the boat launch/ramp at East Creek Boat Launch Facility without a boat launch permit will be fined \$100.00 per occurrence.

C. Any person(s) failing to affix a permit to the boat/vessel or vehicle as required by this Chapter or such other applicable Chapters of the Town Code, including but not limited to Chapter 48 and Chapter A113, shall be fined \$100.00 per occurrence, per day, that said boat/vessel or vehicle continues to remain at dock and/or parking facility.

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

Dated: Riverhead, New York  
March 1, 2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 159

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 48 ENTITLED  
"BEACHES AND RECREATION CENTERS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code once in the March 10, 2016 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15<sup>th</sup> day of March, 2016 at 7:00 pm o'clock p.m. to consider a local law amending Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code as follows:

**CHAPTER 48  
BEACHES AND RECREATION CENTERS**

**§ 48-1. Definitions.**

**RECREATION CENTER OR FACILITY**

An indoor or outdoor facility, which may involve large amusement areas, rides, playing fields, courts, arenas, stadiums or halls, designed to accommodate sports and recreational activities and including, by way of example but not by way of limitation, bowling, dancing, ice-skating and roller-skating and outdoor sports, recreational pursuit and athletic competitions generally. This definition shall include gymnasiums, health spas, shooting ranges, docks, boat launch and tennis facilities.

**§ 48-7. Application for permit; fee to operate vehicle on Sound Beach.**

~~B. Permits shall be issued at a cost of \$35 set by the Riverhead Town Board and shall run from January 1 through December 31 annually. The Town Board, by resolution, shall establish the annual fee for a permit to operate a motor vehicle on Sound Beach and determine the period of time a permit shall be valid.~~ The applicant shall furnish the following information:

D. The Recreation Department is hereby authorized to issue permits for the use or operation of a motor vehicle on the Long Island Sound beach to a duly organized fishing club. The club must be recognized and approved by the Town Board and certified by the Town Clerk. Said permit shall be issued for a fee of ~~\$100~~ set by the Riverhead Town Board per permit. The duly organized fishing club is authorized to receive permits equal to 10% of its active membership. The permit shall be conspicuously displayed on the dashboard of the motor vehicle being used by a club member. A fishing club permit shall allow parking in spaces provided during the hours of between 6:00 p.m. and 9:00 a.m. at any public bathing beach. A permit issued pursuant to this section shall not authorize the permit holder to park at any other time and, instead, a resident or non-resident parking permit is required for parking at all other times.

~~E. The Recreation Department is hereby authorized to issue parking permits which allow parking in spaces provided during the hours of between 6:00 p.m. and 9:00 a.m. at any public bathing beach to a duly organized fishing club for a fee of \$25. A permit~~

issued pursuant to § 48-7D shall authorize the permit holder to park his vehicle at any public bathing beach between the hours of 6:00 p.m. and 9:00 a.m.

**§ 48-9. Expiration of permit.**

All permits issued pursuant to this article shall expire on Labor Day of the year stated on the permit. The Town Board, by resolution, shall determine the period of time a permit shall be valid.

**§ 48-12. Licensing of vehicles required Requirement for permit.**

**§ 48-13. Parking and permits related to use of recreation centers and facilities, parks, playgrounds, public bathing beaches, and dog parks.**

(1) Parking area at South Jamesport Beach, excluding area designated for use by residents with East Creek Docking Permit (East Creek Docking Facility and commonly referred to as East Creek Marina).

(7) ~~(Reserved)~~ Parking area at Miamogue Beach.

(10) Parking area at ~~boat launching facility~~ East Creek Boat Launch Facility, located at Peconic Bay Boulevard, South Jamesport (commonly known as South Jamesport Boat Launch).

B. Permits. The Recreation Department is hereby authorized to issue a seasonal and daily parking permits for use at any public bathing beach, recreation center, park or playground, night fishing permits; docking permits; boat launch permits; and permits for dog park and other areas designated for, or approved for, dog/animals. ~~Seasonal parking permits for parking vehicles in the designated parking areas shall be issued as follows:~~

(1) Seasonal resident parking permit.

(a) A seasonal parking permit shall be issued to all persons who are qualified residents of the Town of Riverhead, ~~and it shall run from Memorial Day through Labor Day.~~ The Town Board, by resolution, shall determine the period of time a seasonal parking permit shall be valid. Persons applying for a seasonal resident parking permit will be requested to submit for inspection one of the following as proof of residence:

(d) ~~There will be a cost of \$10 for a seasonal resident parking permit. The seasonal resident parking permit fee for seniors 60 years of age and older shall be \$5.~~ The Town Board, by resolution, shall establish the fees for a resident seasonal parking permit and senior resident seasonal parking permit.

(2) Senior citizen/handicapped seasonal resident identification permit (ID permit). The Recreation Department shall issue identification (ID) permits to senior citizens or handicapped residents who do not drive and need someone else to take them to the beach. These cards will grant access to any vehicle as long as the person is a passenger in the car. The card should be left in plain sight when the people leave the vehicle. In order to obtain access to recreation facilities, the senior citizen or

handicapped resident must produce picture ID to the attendant. ~~There will be a cost of \$5 for the ID permit.~~ The Town Board, by resolution, shall establish the fee for a senior citizen/handicapped resident seasonal identification permit

(3) Nonresident seasonal parking permit.

~~(b) The fee for the issuance of a nonresident seasonal parking permit shall be \$150 annually or \$75 weekly or \$25 daily.~~ The Town Board, by resolution, shall establish the fee for non-resident seasonal parking permit.

(c) Daily nonresident seasonal parking permits may be issued for the parking of vehicles, passenger vehicles and buses, at all Town beaches to any person by the attendant on duty at such parking areas. The Town Board, by resolution, shall establish the fee for a daily non-resident seasonal parking permit.

~~(4) South Jamesport Boat Ramp parking permit. The fee for the issuance of a seasonal parking permit shall be \$10 annually.~~

C. Night fishing permits.

~~(1) Resident fishing permits for fishing purposes shall be issued by the Riverhead Recreation Department to any vehicle with a valid seasonal parking permit and will entitle the vehicle to remain at the parking areas after 10:00 p.m.~~ The Recreation Department is hereby authorized to issue a resident night fishing permit. Note, this permit is separate and distinct from the fishing club permit issued pursuant to §48-7. The Town Board, by resolution, shall establish the fee and determine the hours and period of time a permit shall be valid.

~~(2) There will be no cost for a resident fishing permit.~~ A resident must have a valid seasonal parking permit to qualify for a resident night fishing permit and possess a valid permit issued by the New York State Department of Environmental Conservation or such agency authorized to issue a New York State fishing permit.

D. Dog park permits.

~~(1) Permits for the dog park shall be issued by the Office of the Town Clerk upon proof of a current dog license, rabies vaccine certificate and health certificate.~~ The Recreation Department is hereby authorized to issue a dog park permit and permit relating to dogs/animals in other designated public areas. Note, this permit is separate and distinct from dog licensing requirements set forth in other provisions of the Town Code. All owners shall be required to produce proof of a current dog license, rabies vaccine certificate and health certificate.

~~(2) Fees for the year-round dog park permit are as follows:~~

~~(a) Resident: \$15.~~

~~(b) Nonresident: \$30.~~

~~(c) Replacement of lost/damaged permit: \$10.~~

~~(d) Amended dog owner permit for each additional dog: \$5.~~

The Town Board, by resolution, shall establish the fee and determine the hours and period of time a permit shall be valid.

E. Boat Launch Permit.

(1) The Recreation Department is hereby authorized to issue a resident, non-resident and commercial boat launch permit for use at the East Creek Boat Launch. Note: Launching and recovery of boats/vessels with a motor vehicle shall be prohibited at Reeves Beach, except as may be deemed necessary, from time to time, by authorized Town of Riverhead personnel, including but not limited to lifeguards, police officers or the Bay Constable. In addition, parking of vehicles and/or trailers on the beach at Reeves Beach is prohibited.

(2) A resident or non-resident seeking a boat launch permit must be 18 years or older and possess a valid seasonal parking permit to be eligible for a boat launch permit.

(3) A resident or non-resident seeking a boat launch permit must provide a description of the boat/vessel make, model, year and registration number. The applicant must produce a valid registration for the boat/vessel evidencing that the applicant is the owner of the boat/vessel.

(4) An individual seeking a commercial boat launch permit must provide name, address of company and a description of the trailer and registration number.

(5) All resident and non-resident boat launch permits must be affixed to the boat/vessel and commercial boat launch permits must be affixed to the trailer.

(6) The Town Board, by resolution, shall establish the fee and determine the hours and period of time a boat launch permit shall be valid.

**§ 48-14. Vehicle restrictions in beach areas. Reserved.**

~~No vehicles shall be driven or operated over or upon the beach area nor stand at any public bathing beach between May 15 and September 15, both inclusive, in each year, from 9:00 a.m. to 6:00 p.m., inclusive, as follows:~~

~~A. Reeves Beach:~~

~~(1) Launching and recovery of vessels with a motor vehicle shall be prohibited, except as may be deemed necessary, from time to time, by authorized Town of Riverhead personnel, including but not limited to lifeguards, police officers or the Bay Constable.~~

~~(2) (Reserved)~~

~~(3) Parking of vehicles and/or trailers on the beach at Reeves Park is hereby prohibited.~~

**§ 48-18. Dogs and other animals; destruction of property.**

A. No dogs or domestic animals shall be allowed on any public bathing beach or recreation center except service dogs, therapy dogs, working dogs or detection dogs as set forth in § 58-2B(2) or by permit of the ~~Town Clerk~~ Recreation Department as set forth in § 48-23 or designated dog park as set forth in § 48-24.

**§ 48-20. Hours.**

~~A. All public bathing beaches of the Town of Riverhead shall be open only between the hours of sunrise and 10:00 p.m. The Town Board, by resolution, shall establish the hours and period of time a public bathing beach, recreation center, park, playground or dog park shall be open. Note, the Town reserves the right to limit or extend the hours for town sponsored and/or approved programs and in cases of emergency.~~

~~B. All parks and recreation centers shall be open only between the hours of sunrise and sunset unless a town-sanctioned program is in progress.~~

**§ 48-23. Animals.**

No person owning or being custodian of any animal shall cause or permit such animal to enter any area designated as public bathing beach, recreation center or facility, park, or playground unless authorized by permit issued by the ~~Town Clerk~~ Recreation Department. Except as set forth in § 48-24, an owner or custodian of any animal who is issued a permit by the ~~Town Clerk~~ Recreation Department as set forth in Chapter 58 granting permission to enter the public bathing beach, recreation center, park or playground with an animal shall be required to keep the animal on a leash and restrained not more than six feet in length from the owner or custodian at all times and shall not permit the animal to defecate or urinate in the vicinity of other persons. If an animal defecates in any public bathing beach, recreation center or facility, park, or playground, the owner shall immediately collect the feces and remove it from the public bathing beach, recreation center or facility, park, or playground.

**§ 48-24. Dog park.**

C. No dog shall be permitted to enter a Town-designated dog park without the owner obtaining the required permit from the ~~Town Clerk's Office~~ Recreation Department.

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

Dated: Riverhead, New York  
March 1, 2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

**TOWN OF RIVERHEAD**

**Resolution # 160**

**PAYS BILLS**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #16-06 March 01, 2016 (TBM 03/01/16)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun</b>	<b>Totals</b>
GENERAL FUND	1	2,871,287.68	2,871,287.68
POLICE ATHLETIC LEAGUE	4	80.00	80.00
RECREATION PROGRAM FUND	6	6,375.83	6,375.83
HIGHWAY FUND	111	124,823.78	124,823.78
WATER DISTRICT	112	88,964.58	88,964.58
RIVERHEAD SEWER DISTRICT	114	98,681.70	98,681.70
REFUSE & GARBAGE COLLECTION DI	115	214,285.11	214,285.11
STREET LIGHTING DISTRICT	116	7,565.79	7,565.79
PUBLIC PARKING DISTRICT	117	2,699.82	2,699.82
AMBULANCE DISTRICT	120	904.40	904.40
EAST CREEK DOCKING FACILITY FUND	122	2,679.82	2,679.82
CALVERTON SEWER DISTRICT	124	5,799.19	5,799.19
RIVERHEAD SCAVENGER WASTE DIST	128	44,984.61	44,984.61
WORKERS COMPENSATION FUND	173	4,469.49	4,469.49
RESIDENTIAL REHAB	179	31,753.96	31,753.96
CDBG CONSORTIUM ACCOUNT	181	2,514.38	2,514.38
WATER DISTRICT CAPITAL PROJECT	412	156,701.70	156,701.70
RIVERHEAD SEWER CAPITAL PROJECT	414	2,166,177.16	2,166,177.16
CALVERTON SEWER DISTRICT	424	64,156.73	64,156.73
TRUST & AGENCY	735	548,530.62	548,530.62
CALVERTON PARK - C.D.A.	914	1,686.08	1,686.08
		6,445,122.43	6,445,122.43

**THE VOTE**

Hubbard  Yes  No      Giglio  Yes  No  
Wooten  Yes  No      Dunleavy  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted