

- Res. #511 2011 Chips Reconstruction Road Improvement Project Budget Adoption
- Res. #512 2011 Iron Pier Playground Capital Improvement Project Budget Adoption
- Res. #513 Grants Excavation Permit as Provided by Chapter 62 to Matthiev Chatin, Chatin LLC
- Res. #514 Determines Schedule – Sewer Charges Atlantis Holding Co. Project
- Res. #515 Authorizes Settlement with Certain Defendants in MTBE Litigation
- Res. #516 Appoints a Part-Time Crossing Guard (Patricia Hocker)
- Res. #517 Appoints a Call-In Detention Attendant (Emil Breitenbach, Jr.)
- Res. #518 Appoints a Call-In Detention Attendant (Brianna White)
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- Res. #521 Authorization to Publish Advertisement for Janitorial Supplies for the Town of Riverhead
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- Res. #523 Appoints a Call-In Recreation Bus Driver to the Recreation Department (Michael Zorovich)
- Res. #524 Appoints a Call-In Assistant Recreation Leader to the Recreation Department (Patricia Granneman)
- Res. #525 Appoints a Recreation Specialist to the Recreation Department (Gerard Duvall)

- Res. #526 Ratifies an Appointment for a Summer Recreation Aide I to the Recreation Department (Kathryn Hill)
- Res. #527 Ratifies an Appointment for a Summer Recreation Aide I to the Recreation Department (Michael Kelly)
- Res. #528 Ratifies the Appointment of a Recreation Leader to the Riverhead Recreation Department (Catherine Hale)
- Res. #529 Appoints a Hearing Officer (Valerie Marvin, Esq.)
- Res. #530 Appoints a Call-In Detention Attendant (Dylan Brooks)
- Res. #531 Adopts a Local Law Amending Chapter 52 Entitled "Building Construction" of the Riverhead Town Code (§52-10, Building Permit Fees)
- Res. #532 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 (Downtown Center 5: Residential (DC-5) Zoning Use District)
- Res. #533 Ratifies the Acceptance of a 100% Site Plan Security of 213 Court Street Realty
- Res. #534 Authorizes the Supervisor to Execute a Professional Services Agreement for Route 25A Corridor Planning Study
- Res. #535 Resolution to Provide Nunc Pro Tunc Authorization for the Law Firm of Campolo, Middleton & McCormick, LLP to Defend, Institute or Appear in Legal Action in the Matter of William Gary Robinson v. Peter Troyan (CV-07-4846)
- Res. #536 Adopts Town of Riverhead Automation Systems Policy for Non-Union Employees
- Res. #537 Awards Bid for Website Re-Design, Commercial Web Hosting High Capacity Storage to Municipal CMS, LLC
- Res. #538 Ratifies and Approves the Chapter 90 Application of Martha Clara Vineyards, LLC (May 26, 2011 through July 21, 2011)

- Res. #539 Adopts Town of Riverhead Employee Code of Conduct
- Res. #540 Authorizes the Supervisor to Execute an Agreement with Cummins-Allison Corporation Regarding Maintenance and Service for a Cash Counter Machine Utilized by the Riverhead Town Tax Receiver
- Res. #541 Approves Chapter 90 Application of the Riverhead Fire Department to Conduct Its Annual Motorized Drill
- Res. #542 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – August 18,19,20,21, 2011
- Res. #543 Rescinds Resolution #1019 Adopted on November 4, 2009 Regarding Standard Benefit Package for Non-Union Personnel
- Res. #544 Amends Resolution #356 of 2011 – Corrects Expiration Date for Annual Diesel/Generator Maintenance for the Riverhead Water District
- Res. #545 Appoints Member to the Riverhead Open Space/Park Preserve Committee (Marjorie Acevedo)
- Res. #546 Authorizes Town clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code (Article XXVI Site Plan Review (§108-131 Application Procedure; Fees)
- Res. #547 Authorizes the Supervisor to Execute an Agreement with National Fire & Safety Solutions Inc.
- Res. #548 Water District Capital Project Budget Adjustment
- Res. #549 Awards Bid for Well & Pump Service for the Riverhead Water District
- Res. #550 Ratifies the Approval of the Chapter 90 Application of the Riverhead Business Improvement District Management Association (Cardboard Boat Races – June 26, 2011)

Res. #551 Authorizes the Release of the Security of J. Petrocelli Contracting, Inc. (Atlantis Marine World, LLC – Water Key Money)

Res. #552 Authorizes Supervisor to Execute Contract Amendment with the Deputy Water District Superintendent

Res. #553 Pays Bills

**TOWN OF RIVERHEAD**

**Resolution # 511**

**2011 CHIPS RECONSTRUCTION  
ROAD IMPROVEMENT PROJECT**

**BUDGET ADOPTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, State funds are available through the Consolidated Local Street and Highway Improvement Program (CHIPS) and the Superintendent requests an increase to the original Capital Project budget.

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

		<u>FROM</u>	<u>TO</u>
451.053591.492500.45114	CHIPS- AID	210,000	
451.051100.523030.45114	CHIPS - Road Resurfacing		210,000

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 512**

**2011 IRON PIER PLAYGROUND  
CAPITAL IMPROVEMENT PROJECT**

**BUDGET ADOPTION**

Councilman Gabrielsen offered the following resolution,  
which was seconded by Councilwoman Giglio

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

		<u>FROM</u>	<u>TO</u>
406.095031.481736.70111	Special Trust Transfer	60,000	
406.071800.523015.70111	Improvements		60,000

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 513**

**GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 TO  
MATTHIEV CHATIN, CHATIN LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Matthiev Chatin, of Chatin LLC, is the owner of the subject property located at 740 Main Road, Aquebogue, New York Suffolk County tax map number, 600-067.-02-016.04 and

**WHEREAS**, Matthiev Chatin has petitioned the Town Board for an excavation permit pursuant to Chapter 62 of the Riverhead Town Code for the exportation of 100 cubic yard of soils for the construction of a addition to an existing building as depicted on a survey dated May 11, 2011 prepared by Young & Young Land Surveyors, and

**WHEREAS**, the Town Board has reviewed and considered the application for the aforementioned excavation permit, and

**WHEREAS**, the applicant's engineers, Thomas C. Wolpert and Howard M. Young, have submitted a map dated May 11, 2011, indicated a total of 100 cubic yards of soil to be exported , and such removal of material will be supported by a manifest from the owner and approved by the Town of Riverhead Engineer and Building Department, and

**NOW THEREFORE BE IT RESOLVED**, that based upon the forgoing, the Town Board hereby grants the excavation permit requested by the applicant, such excavation permit authorizing the exportation of not more than 100 cubic yard of soils in accordance with the application and calculations of Young & Young Land Surveyors' pursuant to map submitted with the application for excavation date May 11, 2011, and be it further,

**RESOLVED**, the Building Department is hereby authorized to accept and collect all excavation permit fees concurrently with the Building Permit when issued, in the amount of \$200.00 dollars representing \$2.00 per cubic yard for the exportation of said soils, be it further

**RESOLVED**, that the excavation permit is condition upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday only, be it further,

**RESOLVED**, the applicant grants permission to the Tow of Riverhead to randomly oversee the exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of the said project, be it further,

**RESOLVED**, that upon conclusion of the excavation operations that the applicant's engineer will provide certification to the Building Department confirming the total of 100 cubic yard that was removed from the property, and be it further,

**RESOLVED**, that all other provisions of Chapter 62 being hereby waived pursuant to Chapter 62.5, and be it further,

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolute to Matthiev Chatin, Po Box 221, Mattituck, New York 11952, and that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a copy of same may be obtained from the Office of the Town Clerk.

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 514**

**DETERMINES SCHEDULE – SEWER CHARGES**  
**ATLANTIS HOLDING CO. PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Atlantis Holding Co., LLP, HP, Riverhead LLP and Related Companies have obtained site plan approval and building permits for the construction of a hotel, banquet facilities with exhibit space, outdoor pool with amenities and related facilities (the "Project") to be constructed at parcel known as Suffolk County Tax Map No. 0600-129-4-19.1 located at 431 East Main Street in downtown Riverhead, and

**WHEREAS**, Riverhead Town Board resolutions 500 of 1992 and 1050 of 2007 require the payment of \$183,876.00 to offset the cost of reconstruction of the main plant of the Riverhead Sewer District to comply with federal and state regulations limiting the discharge of nitrogen into the Peconic Estuary prior to the issuance of a connection letter by the Superintendent of the Riverhead Sewer District, and

**WHEREAS**, it is anticipated that temporary certificates of occupancy will be requested covering portions of the facilities to permit use during the current summer season which will encourage development of downtown Riverhead.

**NOW, THEREFORE, BE IT RESOLVED**, that the Superintendent of the Riverhead Sewer District be and hereby is authorized to issue connection letters for the phases of development of the Project for temporary certificates of occupancy upon payment as follows: \$50,000.00 for the hotel, \$50,000.00 for banquet facilities, \$50,000.00 for pool and site improvements and \$33,876.00 upon application for a permanent certificate of occupancy; provided however, that the total charge of \$183,876.00 shall be paid no later than 180 days from the date hereof or upon application for a permanent certificate of occupancy covering all of the facilities of the Project, and

**BE IT FURTHER RESOLVED**, that Atlantis Holding Co, LLP and Riverhead HP, LLP shall acknowledge their agreement with the terms of this resolution and pledge their assurance to faithfully perform the obligations set forth herein as a condition of the certificates of occupancy to be issued, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized

to forward a copy of this resolution to Michael Reichel, Superintendent of Riverhead Sewer District and Sharon Klos, Riverhead Building Department.

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 515**

**AUTHORIZES SETTLEMENT WITH CERTAIN DEFENDANTS IN MTBE LITIGATION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board has authorized settlements with defendants as recommended by Napoli Bern Ripka, LLP, attorneys, and

**WHEREAS**, additional defendants have agreed to the same settlement terms.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor be and hereby is authorized to execute the settlement agreement with the settling defendants, O.K. Petroleum Distribution Corporation and O.K. Petroleum International, Ltd., and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward a certified copy of this resolution to Frank Isler, Esq., 456 Griffing Avenue, Riverhead, NY 11901, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 516**

**APPOINTS A PART-TIME CROSSING GUARD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Part-Time Crossing Guard is needed in the Riverhead Town Police Department; and

**WHEREAS**, having completed a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Patricia Hocker to the position of Part-Time Crossing Guard effective July 7, 2011 at the hourly rate of \$11.00.

**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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 517**

**APPOINTS A CALL-IN DETENTION ATTENDANT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Detention Attendants are needed in the Riverhead Town Police Department to serve in an at-will and call-in basis; and

**WHEREAS**, having completed a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Emil Breitenbach, Jr. to the position of Call-In Detention Attendant effective July 7, 2011 at the hourly rate of \$11.20.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 518**

**APPOINTS A CALL-IN DETENTION ATTENDANT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Detention Attendants are needed in the Riverhead Town Police Department to serve in an at-will and call-in basis; and

**WHEREAS**, having completed a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Brianna White to the position of Call-In Detention Attendant effective July 7, 2011 at the hourly rate of \$11.20.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 519**

**RATIFIES THE APPOINTMENT OF A TEMPORARY STUDENT INTERN I**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the need for a temporary Student Intern exists in the Senior Citizen Programs; and

**WHEREAS**, the Department Head has made a recommendation of a suitable candidate.

**NOW THEREFORE BE IT RESOLVED**, that effective for June 20, 2011 through September 15, 2011 this Town Board hereby ratifies the appointment of Melissa Muller to the position of temporary Student Intern I at the hourly rate of \$10.00.

**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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 520**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF PUBLIC HEARING SPECIAL USE PERMIT PETITION OF R & K PRECISION AUTOWORKS, INC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board is in receipt of a Special Use Permit Petition from R & K Precision Autoworks, Inc., pursuant to Section 51 A, to allow for a reconstruction and an expansion of a preexisting, nonconforming auto repair facility use requiring special permission pursuant to Section 108-51A of the Town Code upon real property located at Sound Avenue, Riverhead, New York; such real property more particularly described as Suffolk County Tax Lot No. 0600-42-1-19, and,

**WHEREAS**, relief by the Riverhead Zoning Board of Appeals for various area variance relief is required prior to the issuance of the contemplated special use permit approval, and

**WHEREAS**, the applicant and his representative has appeared before the Town Board of the Town of Riverhead, and

**THEREFORE BE IT, RESOLVED**, that in the matter of the special use permit petition of R & K Precision Autoworks, Inc., the Riverhead Town Board desires to hold a public hearing at this time, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the July 14, 2011 edition of the official newspaper of the Town of Riverhead, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 2nd of August at 2:10 o'clock pm, to consider the special use permit petition of R & K Precision Autoworks, Inc, pursuant to 108-51A of the Riverhead Zoning Ordinance, to allow for a reconstruction and an expansion of a preexisting, nonconforming auto repair facility use pursuant to Section 108-51 of the Town of Riverhead Zoning Ordinance on real property located at Sound Avenue, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-42-1-19.

Dated: Riverhead, New York

Date: July 6, 2011

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

**TOWN OF RIVERHEAD**

**Resolution # 521**

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 14, 2011 issue of the News Review and;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of JANITORIAL SUPPLIES for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on JULY 21, 2011 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on JULY 14, 2011 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

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

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

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

**Diane M. Wilhelm, Town Clerk**

**TOWN OF RIVERHEAD**

**Resolution # 522**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
SIGNAGE SERVICES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk is authorized to publish and post a Request for proposals for SIGNAGE FOR THE TOWN OF RIVERHEAD and;

**BE IT RESOLVED**, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 14, 2011 issue of the News Review and;

**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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the **SIGNAGE SERVICES FOR THE TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on JULY 21, 2011.**

Bid packets, including Specifications, may be obtained on line at [www.riverheadli.com](http://www.riverheadli.com)  
Or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR SIGNAGE SERVICES FOR THE TOWN OF RIVERHEAD.**

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

Diane Wilhelm, Town Clerk

07.06.2011  
110523

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 523**

**APPOINTS A CALL-IN RECREATION BUS DRIVER TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective July 6, 2011, this Town Board hereby appoints Michael Zorovich to the position of Call-In Recreation Bus Driver, Level 3, to be paid the rate of \$13.00 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.06.2011  
110524

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 524**

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, an Assistant Recreation Leader is needed by the Riverhead Town Recreation Department for work in recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective July 7, 2011, this Town Board hereby appoints Patricia Granneman to the position of Call-In Assistant Recreation Leader, Level 3, to be paid the rate of \$10.75 per hour and

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

**THE VOTE**

Giglio Yes No

Wooten Yes No

Walter Yes No

Gabrielsen Yes No

Dunleavy ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 525**

**APPOINTS A RECREATION SPECIALIST TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

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

**NOW THEREFORE BE IT RESOLVED**, that effective July 7, 2011, this Town Board hereby appoints Gerard Duvall to the position of Recreation Specialist, Level 1, to be paid the rate of \$20.00 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.06.2011  
110526

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 526**

**RATIFIES AN APPOINTMENT FOR A SUMMER RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective July 5, 2011, this Town Board hereby appoints Kathryn Hill to the position of Summer Recreation Aide I, Level 1, to be paid the rate of \$8.75 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 527**

**RATIFIES AN APPOINTMENT FOR A SUMMER RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**NOW THEREFORE BE IT RESOLVED**, that effective July 5 , 2011, to and including August 19, 2011, this Town Board hereby appoints Michael Kelly to the position of Summer Recreation Aide, Level 1, to be paid the rate of \$8.75 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 528**

**RATIFIES THE APPOINTMENT OF A RECREATION LEADER TO THE  
RIVERHEAD RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Leader- Sailing (Level 1) is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective July 5th, 2011, this Town Board hereby ratifies the appointment of Catherine Hale to the position of Call-In Recreation Leader- Sailing (Level 1) to be paid the rate of \$12.00 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 529**

**APPOINTS A HEARING OFFICER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**RESOLVED**, that the Town Board of the Town of Riverhead authorizes the appointment of Valerie Marvin, Esq. as the Hearing Officer with respect to a Section 75 Hearing involving a Town employee; and

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

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #530**

**APPOINTS A CALL-IN DETENTION ATTENDANT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Detention Attendants are needed in the Riverhead Town Police Department to serve in an at-will and call-in basis; and

**WHEREAS**, having completed a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Dylan Brooks to the position of Call-In Detention Attendant effective July 7, 2011 at the hourly rate of \$11.20.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 531**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 52 ENTITLED  
"BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE  
(§52-10. Building permit fees.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 52 entitled "Building Construction" (§52-10. Building permit fees.) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 14<sup>th</sup> day of June, 2011 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled, "Building Construction" of the Riverhead Town Code at its regular meeting held on July 6, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 52  
**BUILDING CONSTRUCTION**  
ARTICLE I  
**Administration and Enforcement**

**§ 52-10 Building permit fees.**

(14) The fee for a renewal of a permit issued under this Chapter shall be ~~75~~ 25% of the original fee paid, or \$100.00, whichever is greater. The fee must be paid within 30 days of the expiration date.

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

Dated: Riverhead, New York  
July 6, 2011

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

**DIANE M. WILHELM**, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 532**

**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  
(Downtown Center 5: Residential (DC-5) Zoning Use District)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**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 July 14, 2011 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**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 2<sup>nd</sup> day of August, 2011 at 2:05 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108

**ZONING**

ARTICLE LX

**Downtown Center 5: Residential (DC-5) Zoning Use District**

**§ 108-314. Uses.**

In the DC-5 Zoning Use District, no building, structure, or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed, or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

A. Permitted uses:

- (1) Single-family and two-family dwelling units.
- (2) Townhouses.
- (3) Places of worship.
- (4) Schools.
- (5) Professional offices on parcels of .17 acres or greater.

- Underline represents addition(s)

Dated: Riverhead, New York  
July 6, 2011

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

**DIANE M. WILHELM, Town Clerk**

**TOWN OF RIVERHEAD**

**Resolution # 533**

**RATIFIES THE ACCEPTANCE OF A 100% SITE PLAN SECURITY OF  
213 COURT STREET REALTY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, William Andes posted cash security (Suffolk County National Bank Check #1099101) in the sum of Six Thousand Five Hundred Dollars (\$6,500.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #692, dated July 9, 2009, for the demolition of an existing structure and the construction of a three-story office building and related improvements upon real property located at 213 Court Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-128-3-23, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

**WHEREAS**, the Town Attorney has reviewed said security and deems it to be sufficient in its form.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts the cash security in the sum of Six Thousand Five Hundred Dollars (\$6,500.00) issued to the Town of Riverhead; and be it further

**RESOLVED**, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to 213 Court Street Realty, 224 Griffing Avenue, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 534**

**AUTHORIZES THE SUPERVISOR TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT FOR  
ROUTE 25 A CORRIDOR PLANNING STUDY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board of the Town of Riverhead wishes to retain services of a consultant to provide planning services for the purposes of assisting the Town of Riverhead in planning services related to a study and plan for the Route 25A corridor; and

**WHEREAS**, BFJ PLANNING a professional corporation existing under the laws of the State of New York, with offices located at 115 Fifth Avenue, New York, New York 10003 has performed similar planning services to the Town of Brookhaven and has issued a Draft Land Use Plan entitled "Route 25A – Mount Sinai to Wading River, Draft Land Use Plan"; and

**WHEREAS**, BFJ PLANNING provided planning services to the Town of Riverhead in connection with the 1980s Wading River Hamlet Study; and

**WHEREAS**, BFJ PLANNING is willing and able to provide the desired planning services to the Town of Riverhead; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to enter into a professional services agreement with BFJ PLANNING; and

**WHEREAS**, the Planning Department of the Town of Riverhead has considered and reviewed the proposed plan to retain an expert to perform a study of the Route 25A corridor; and

**WHEREAS**, the Planning Department recommends that action be considered a Type II action as per 6 NYCRR Part 617.5(c)(18) & (21); and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board accepts and adopts the recommendation of the Planning Department and declares that a study and plan of the Route 25A Corridor be deemed a Type II action pursuant to 6 NYCRR 617.5(c)(18) & (21); and

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement for planning services relating to a study and plan of the Route 25A Corridor between the Town of Riverhead and BFJ PLANNING in substantially the same form as annexed hereto; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of July 2011 between the TOWN OF RIVERHEAD, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, hereinafter referred to as the "Town," and Buckhurst, Fish & Jacquemart, Inc. d/b/a BFJ PLANNING, 10053 a professional corporation existing under the laws of the State of New York, with offices located at 115 Fifth Avenue, NY, NY.

### WITNESSETH:

WHEREAS, the Town of Riverhead has requested the consulting services of BFJ PLANNING for the purposes of the assisting the Town of Riverhead in planning services related to the study and development of plan for the Route 25A corridor, roughly the area between the town lines of the Town of Brookhaven and the Town of Riverhead at the westerly end to Hulse Landing Road at the easterly end.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of BFJ PLANNING to assist the Town of Riverhead in planning services related to the Route 25A corridor, roughly the area between the town lines of the Town of Brookhaven and the Town of Riverhead at the westerly end to Hulse Landing Road at the easterly end.

Specifically, BFJ PLANNING would be responsible for planning services set forth as Option 2 under proposal dated April 14, 2011 to Sean M. Walter, Town Supervisor the terms and conditions being incorporated herein, except as modified.

BFJ PLANNING would be responsible for performing the following tasks:

- Task 1: Draft Comprehensive Plan Update - \$12,500.00;
- Task 2: Focus Group Meeting & Public Workshop - \$ 6,000.00;
- Task 3: Final Comprehensive Plan Update - \$ 2,000.00;
- Task 4: Zoning Text Modification - \$ 2,500.00;
- Task 5: SEQR
  - Task 5.1: Full EAF Part 1 & Attachments – \$ 4,000.00;
  - Task 5.2: Full EAF Part 2 & Neg Dec. - \$ 3,500.00;
- Task 6: Town Board Work Sessions/Public Hearing  
(\$2,000.00/meeting x 5) \$10,000.00;

2. Compensation for service

The Town will pay BFJ Planning for hourly at the rate set forth in proposal dated April 14, 2011 to Sean M. Walter, Town Supervisor annexed hereto to a maximum of

\$44,000.00 through the completion of “Task 1 – Task 5” as described in said proposal dated April 14, 2011. It is agreed that Task 4 has been reduced as the Town will be primarily responsible for Zoning Text Modification. In addition to payment capped as set forth above in paragraph 1, BFJ Planning shall be entitled to compensation for attendance at Town Board Work Sessions and Public Hearing at a sum not greater than \$2,000.00 per meeting for not more than five (5) meetings. Reimbursement to BFJ Planning for expenses shall be limited to not more than \$3,500.00. In no event shall BFJ Planning perform any additional services without the prior written agreement of the Town Board as described in said proposal dated April 14, 2011. BFJ Planning shall supply information regarding services they have performed as may be requested from time to time by the Town.

BFJ Planning shall submit invoices to the Town every month and will indicate time and expenses incurred during that period. Invoices shall be due and payable within 45 days of their receipt by the Town. Work for invoiced amounts shall be completed (plus or minus 10 working days) in accordance with said proposal dated April 14, 2011. The Town has the right to withhold payment for portions of work not so completed, after notification to BFJ Planning, unless the schedule is extended for reasons beyond the control of BFJ Planning including extra agency review or other unanticipated events.

3. Term of Agreement

The Agreement shall commence as of July 2011 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, BFJ PLANNING shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

BFJ Planning will perform its service hereunder in a timely manner. BFJ Planning shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

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

6. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

BFJ PLANNING, P.C.

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

By: \_\_\_\_\_  
Frank S. Fish, FAICP

**TOWN OF RIVERHEAD**

**Resolution # 535**

**RESOLUTION TO PROVIDE NUNC PRO TUNC AUTHORIZATION FOR THE LAW FIRM OF CAMPOLO, MIDDLETON, & MCCORMICK, LLP TO DEFEND, INSTITUTE OR APPEAR IN LEGAL ACTION IN THE MATTER OF WILLIAM GARY ROBINSON v. PETER TROYAN (CV-07-4846)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Town Law § 65, the Town Board of the Town of Riverhead hereby provides nunc pro tunc authorization as of the time when the action by William Gary Robinson was commenced against Peter Troyan and authorizes the Law Firm of Campolo, Middleton & McCormick, LLP to institute, defend or appear, in this action or any such legal action/proceeding as in its judgment may be necessary for the benefit or protection of the town in any of its rights or property; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 536**

**ADOPTS TOWN OF RIVERHEAD AUTOMATION SYSTEMS POLICY FOR NON-  
UNION EMPLOYEES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board seeks to require all Non-Union Town of Riverhead employees to adhere to a policy relating to use of Town Automation Systems; and

**WHEREAS**, the Automation Systems Policy includes use of computers, fax machines, and all forms of internet and intranet access and restricts use of all automation systems for Town business and authorized purposes only; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby adopts the annexed "Town of Riverhead Automation Systems Policy for Non-Union Employees"; and

**BE IT FURTHER RESOLVED**, that all Department Heads shall be required to distribute a copy of the Automation System Policy to all Non-Union employees within their respective departments; and

**BE IT FURTHER RESOLVED**, that all Non-Union employees shall read and sign the Automation Systems Policy and deliver to the Personnel Department so same may be filed and maintained in the employee's personnel file; and

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution with the "Town of Riverhead Automation Systems Policy for Non-Union Employees" from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **TOWN OF RIVERHEAD AUTOMATION SYSTEMS POLICY FOR NON-UNION EMPLOYEES**

The use of Town of Riverhead automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is for Town business and is to be used for authorized purposes only. Brief and occasional personal use of the Town's automation system, including electronic mail system, internet, ect... is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to the Town of Riverhead.

A use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Town of Riverhead automation systems are Town resources and are provided for the purpose of carrying out duties and responsibilities of Town government. The Town's automation system should not be used to transact personal business (profit or non-profit activities related to sale or trade of goods, ideas, services to consumers or other business for personal gain, interest or profit), distract coworkers, or disrupt the workplace.

The use of Town's automation system (computers, networks, and internet access) is a privilege granted by Town government and may be revoked at any time for inappropriate use and/or the employee may be subject to disciplinary action and/or termination for conduct including, but not limited to:

- Engaging in private or personal business activities;
- Misrepresenting oneself or the Town;
- Engaging in unlawful or malicious activities;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic or obscene materials;
- Engaging in political activity;
- Causing congestion, disruption, disablement, alteration, or impairment of Town networks or systems;
- Infringing in any way on the copyrights or trademark rights of others;
- Using recreational games or social networking (i.e. blog, twitter, facebook);
- Defeating or attempting to defeat security restrictions on Town systems and applications;
- Using or accessing electronic mail and computer system files of other employees.

Using Town automation systems to create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material is strictly prohibited. "Material" is defined as any visual, textual, or auditory entity. Such material violates the Town anti-harassment policies and is subject to disciplinary action. The Town's electronic mail system must not be used to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of Town resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution.

All users are expected to communicate with courtesy and restraint with both internal and external recipients. Electronic mail should reflect the professionalism of the Town and should not include language that could be construed as profane, discriminatory, obscene, sexually harassing, threatening, or retaliatory.

Finally, the Town's automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is to be used to further the Town's mission, to provide effective service of the highest quality to the Town's residents, customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the computers, fax machines, internet for professional activities and career development. The various modes of Internet/Intranet access are Town resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications.

I have carefully read **TOWN OF RIVERHEAD AUTOMATION SYSTEMS POLICY FOR NON-UNION EMPLOYEES**. I understand and agree to adhere to the Town's guidelines. I understand that any violation of the policies will result in loss of access privileges and/or disciplinary action and/or termination.

Non-Union Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWN OF RIVERHEAD**

**Resolution # 537**

**AWARDS BID FOR WEBSITE RE-DESIGN, COMMERCIAL WEB HOSTING HIGH CAPACITY STORAGE TO MUNICIPAL CMS, LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a notice for proposals for website re-design, commercial webhosting high capacity storage; and

**WHEREAS**, bids were received, opened and read aloud on the 24<sup>th</sup> day of January 2011 at 11:00 am at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders/Request for Proposals; and

**WHEREAS**, the Information Technologies Department for the Town of Riverhead and the Town Board evaluated all proposals for website redesign; and

**NOW THEREFORE BE IT RESOLVED**, that the bid for website re-design, commercial webhosting high capacity storage be and hereby is awarded to MunicipalCMS, LLC;

**BE IT FURTHER RESOLVED**, the Town Clerk be and is hereby authorized to forward a copy of this resolution to MunicipalCMS, LLC, William Rothaar, Financial Administrator and Information Technology Department;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the \_\_\_\_\_ of July, 2011 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and MunicipalCMS, LLC., with a principal place of business at 19570 County Line Road, Smithville, MO 64089 (hereinafter referred to as "Consultant").

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

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

During the term of this Agreement, Consultant shall furnish the services set forth in the schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. The Town and Consultant entered into an Agreement for work and services related to website re-design, commercial web hosting high capacity storage. The Consultant will provide the development services to the Town for new web redesign including but not limited to: Custom Graphic Design, Site Organization and Architecture, Implementation, Content Migration (up to 400 pages and 2,000 documents), Quality Assurance and Testing, Online Help Guide, and Online Training. In addition, Consultant shall provide Annual Software License, Support and Hosting including unlimited users and unlimited pages, 24 hour toll-free phone and email support, daily data back-up and recovery, and lifetime warranty on website code (See Schedule "A" for complete description of services).

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

The Agreement shall commence immediately upon execution of this agreement by the respective parties and will terminate when work is complete, but it is understood and agreed that Consultant shall complete redesign work within six months.

### **3. PAYMENT**

For these services, Town will pay Consultant \$14,895.00 for the total project development fee and the first year hosting, support, and maintenance. It is agreed and understood that in the event the Town chooses to receive additional services the fees are as follows: Onsite training (2 days) additional \$2,750.00 one-time fee, Sub-site using the same site design additional \$2,000.00 with additional annual fee for same at \$600.00, Sub-site with a unique design additional \$4,500.00 with additional annual fee at \$600.00. The Consultant gives the Town the option to reduce their upfront cost by spreading the one-time development fee over three – five years with their no interest installment plan. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for costs/expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge

and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement.”

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town’s prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 8. RECORDS

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

#### 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a

change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: William Rothaar, Financial Administrator, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Toni Oesterle, MunicipalCMS, LLC., 19570 County Line Road, Smithville, MO 64089.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

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

#### 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official,

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

#### 14. DISCLOSURE

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

#### 15. DISPUTES

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

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

\_\_\_\_\_  
By:  
TOWN OF RIVERHEAD

\_\_\_\_\_  
By:  
MUNICIPALCMS, LLC.

**TOWN OF RIVERHEAD**

**Resolution # 538**

**RATIFIES AND APPROVES THE CHAPTER 90 APPLICATION OF  
MARTHA CLARA VINEYARDS, LLC  
(May 26, 2011 through July 21, 2011)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on May 20, 2011, Martha Clara Vineyards, LLC submitted a Chapter 90 Application for the purpose of accommodating the tasting room overflow to be held under a tent at 2065 Sound Avenue, Riverhead, New York, on May 26, 2011 through July 21, 2011, between the hours of 11:00 a.m. and 7:00 p.m.; and

**WHEREAS**, Martha Clara Vineyards, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the applicable Chapter 90 Application fee has been paid; and

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

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

**RESOLVED**, that the Chapter 90 Application of Martha Clara Vineyards, LLC for the purpose of accommodating the tasting room overflow to be held under a tent at 2065 Sound Avenue, Riverhead, New York, on May 26, 2011 through July 21, 2011, between the hours of 11:00 a.m. and 7:00 p.m. is hereby approved; and be it further

**RESOLVED**, that the necessary tent permit has been obtained and the tent installation and all electric has been inspected and complies with the applicable

provisions of the Building and Fire Code of New York State, the National Electrical Code and the National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

**RESOLVED**, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Martha Clara Vineyards, LLC, Attn: Juan E. Micieli-Martinez, 6025 Sound Avenue, Riverhead, New York, 11901, Police Chief David Hegermiller and the Office of the Fire Marshal; and be it further

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

#### THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 539**

**ADOPTS TOWN OF RIVERHEAD EMPLOYEE CODE OF CONDUCT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board deems it appropriate to adopt a Code of Conduct for employees of the Town of Riverhead; and

**WHEREAS**, the "Town of Riverhead Employee Code of Conduct" outlines standards of personal and professional conduct that all employees shall strive to uphold; and

**WHEREAS**, the Town Board has determined that all non-union employees shall be required to adhere to the Code of Conduct effective immediately and shall consider requiring all Town personnel to adhere to the Code of Conduct at a future date; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby adopts the annexed "Town of Riverhead Employee Code of Conduct" applicable to all Non-Union Employees, effective immediately; and

**BE IT FURTHER RESOLVED**, that all Department Heads shall be required to distribute a copy of the Town of Riverhead Employee Code of Conduct to all Non-Union employees within their respective departments; and

**BE IT FURTHER RESOLVED**, that all Non-Union employees shall read and sign the Code of Conduct and deliver to the Personnel Department so same may be filed and maintained in the employee's personnel file; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



## Town of Riverhead Employee Code of Conduct

The Employee Code of Conduct outlines standards of personal and professional conduct that all employees must strive to uphold and behave in an ethical and professional manner at all times. The Code provides a basis for all employees to maintain a working environment that is productive, positive, enjoyable, safe and free from harassment and discrimination. It will also assist the Personnel Department, Department Heads and managers to induct employees into the Town of Riverhead and address any circumstances that may arise which conflict with the stated standards and values.

- Employees are required to undertake their duties in a professional, responsible, conscientious and ethical manner and to act in the best interests of the Town of Riverhead. They are expected to act honestly in all of their duties when dealing with the public and fellow employees.
- Employees have a duty to maintain the confidentiality, integrity and security of official information for which they are responsible.
- Employees are expected to assist the public in a friendly and courteous manner.
- Employees must therefore ensure that their appearance is neat, clean and appropriate for their particular area of work. A high standard of personal hygiene is expected at all times.
- Employees must be personally responsible and accountable for their own performance; behavior and attendance in the workplace promote a positive, safe and healthy environment in the conduct of their work.
- Employees accessing the Internet are representing the Town of Riverhead. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner.
- The Internet or Town of Riverhead property (i.e. phones, faxes, copy machines, supplies, equipment, vehicles, etc...) should not be used for personal gain or advancement of individual views. Solicitation of non-company business, or any use of the Internet or Town of Riverhead property for personal gain is strictly prohibited. Use of the Internet or Town of Riverhead property must not disrupt the operation of the Town. (\*Please refer to Town of Riverhead Computer and Internet Access Policy for CSEA and Non-Union Employees)
- Any outside association, including activities with other entities, should not encroach on the time and attention you are expected to devote to your duties and responsibilities to the Town of Riverhead, adversely affect the quality or quantity of your work product or entail your use of any of the Town's assets, including its real and personal property (without the Town's approval).
- Harassment of any kind is prohibited.

I have carefully read **TOWN OF RIVERHEAD EMPLOYEE CODE OF CONDUCT**. I understand and agree to adhere to the Code of Conduct and I understand that any violation of the policy may result in disciplinary action and/or termination.

Non-Union Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWN OF RIVERHEAD**

**Resolution # 540**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CUMMINS-ALLISON CORPORATION, REGARDING MAINTENANCE AND SERVICE FOR A CASH COUNTER MACHINE UTILIZED BY THE RIVERHEAD TOWN TAX RECEIVER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Town of Riverhead Tax Receiver uses a cash counter machine which requires continuous operability in the proper administration of her office; and

**WHEREAS**, Cummins-Allison Corporation is ready, willing and able to provide maintenance and service of the cash counter machine.

**WHEREAS**, the cost for such one-year maintenance and service shall be a total of \$371.00.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to execute an agreement with Cummins-Allison Corporation, regarding maintenance and service for a cash counter machine possessed by the Town Tax Receiver.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2011, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Cummins-Allison Corporation, a corporation with a business address at 61-20 Woodside Avenue, Woodside, New York 11377 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

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

### 2. TERM OF AGREEMENT

The Agreement shall commence on June 15, 2011, and terminate on June 14, 2012.

### 3. PAYMENT

For these services, Town will pay Consultant a fixed rate of \$371.00 during the term of the Agreement. Payment shall be made within 30 days of receipt of the fully executed Agreement.

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

### 4. RIGHTS TO DOCUMENTS OR DATA

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

or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 8. RECORDS

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

#### 9. CHANGES

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

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to, Howard Schwartzer, Cummins-Allison Corporation, 61-20 Woodside Avenue, Woodside, New York, 11377.

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

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

## 13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

16. PROPERTY OWNERSHIP

Town and Consultant agree that the subject cash counter is wholly-owned by the Town. Town and Consultant further agree that Consultant shall not be responsible for repair in the event the cash counter is damaged by fire, flood, an act of God or in any other manner (including falls) while in possession by the Town. In addition, damage or inoperability necessitating off-site repairs at a Cummins-Allison facility shall incur additional cost.

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

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

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

DATE:

DATE:

**Preventative Maintenance Inspection Agreement**

THIS IS NOT AN INVOICE TERMS: SERVICE NOT RENDERED UNTIL RECEIPT OF PAYMENT

Customer No	Date Entered at Home Office	Contract No
-------------	-----------------------------	-------------

MACHINE \_\_\_\_\_  
 LOCATION: \_\_\_\_\_ CNTY: \_\_\_\_\_  
TOWN OF RIVERHEAD, New York  
200 Howell Avenue  
 CITY Riverhead ST. NY ZIP 11901  
 CONTACT: \_\_\_\_\_  
 CO# \_\_\_\_\_ CC# \_\_\_\_\_  
 PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 APPLICATION:  COMMERCIAL  RURAL  
 SUPPORT TYPE \_\_\_\_\_ (SEE SECTION 7)

BILL TO: \_\_\_\_\_ CNTY: \_\_\_\_\_  
 \_\_\_\_\_  
 CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 NAICS #: \_\_\_\_\_  
 PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 P.O. # \_\_\_\_\_ TAX EXEMPT   
 BILLING FREQUENCY: \_\_\_\_\_ (CERTIFICATE ATTACHED)  
 A, S, T, Q, B, M, 2, 3 (Additional charges for other than annual or multi-year billing)

**CUMMINS-ALLISON CORP.**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 FOR SERVICE PLEASE CALL (\_\_\_\_\_) \_\_\_\_\_

LINE #	DESCRIPTION OF COVERED MACHINE / ACCESSORY / OPTION	COVERAGE CODE*	LOCATION	PART NUMBER	SERIAL NUMBER	VOLUME CODE	SER. BR.	SALES REP.	# OF ANNUAL INSPECTIONS	BASE AMT. (ANNUAL)	ZONE	ZONE AMOUNT	TOTAL ANNUAL AMOUNT
1	Jetscan	8	same	406-9902-00	1-4062-5339	1	1680		1	316.00	93	55.00	391.00
2					06300								
3													
4													
5													
6													
7													
8													

\*EACH COVERAGE CODE RELATES TO A SPECIFIC PRODUCT COVERAGE AS DESCRIBED IN SECTION 4 ON REVERSE.  
 \*\*SEE SECTION 7 ON REVERSE

ADDER FOR SPECIAL SUPPORT: \_\_\_\_\_  
 TOTAL BASE AMOUNTS: \_\_\_\_\_ x \_\_\_\_\_ %\*\*  
 1ST YEAR \_\_\_\_\_  
 CONTRACT TOTAL \_\_\_\_\_  
 PLUS SALES TAX

MACHINE INSTALLATION DATE: \_\_\_\_\_ CONTRACT EFFECTIVE DATE: \_\_\_\_\_ LINE(S) EFFECTIVE DATE: \_\_\_\_\_  
 PRORATE FROM \_\_\_\_\_ TO \_\_\_\_\_

**TERMS AND CONDITIONS (ADDITIONAL TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE)**

In consideration of the charges above, payment each year in advance, Cummins-Allison (subsequently referred to as C-A) agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number, serial number and machine location listed above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which it was contracted at, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

**SECTION 1 - PERIODIC INSPECTIONS**

- On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement.
- For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

**SECTION 2 - EMERGENCY SERVICE**

- This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
- This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top

of form), in which case a charge for mileage only portal-to-portal will be made.

**SECTION 3 - PARTS COVERAGE**

- This agreement includes all parts indicated under the applicable paragraph(s) identified in the Coverage Code column above and described in Section 4—Specific Product Coverage, which can be installed without the use of shop facilities and on user's premises. It does not include supplies or consumable parts excluded under Section 4 Specific Product Coverage.
- When, in C-A opinion, a shop reconditioning is necessary and on-site repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, C-A will submit a cost estimate. Such work (both parts and labor), if authorized by the customer, will be in addition to the service contract charges.  
 (Continued on reverse)

Subscriber acknowledges having read and understood both sides of this agreement. The terms and conditions on the reverse of this document are part of this agreement.

Purchaser's Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title of Authorized Signer \_\_\_\_\_

Cummins Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Copies: Pink - Customer  
 Yellow - Field Office  
 White - Home Office

Form 024-2079 Rev. 2  
 Issued 07/2003  
 Printed in U.S.A.

SCHEDULE A

#### SECTION 4 - SPECIFIC PRODUCT COVERAGE

This agreement and associated parts coverage applies to the machine part number and serial number corresponding to the Coverage Code(s) and location as recorded on the front of this agreement.

**Code 1 Perforators** - All parts excluding die blocks.

**Code 2 Imprinters, Signers and Endorsing Equipment** - All parts excluding: signature and endorsing dies; PROMS; ink and ink rollers; and rubber feed rollers.

**Code 3 Bursters and Decollators** - All parts excluding roll cleaner or other supplies.

**Paper Shredders** - Excludes plastic bags and lubricating oil.

• Does not include parts or labor necessitated by excess use. This is defined as exceeding 150 hours of operation per month.

• Does not include parts or labor necessitated by misuse. This includes, but is not limited to, continuous shredding of material other than paper products, credit cards, staples or occasional one inch paper clips. Note: High Security Cross Cut Shredders are "paper-only" shredders. Unacceptable material would include, but not limited to, microfilm, microfiche, jumbo paper clips, brass fasteners, binder clips, other metal objects.

**Code 4 New Machine Coverage** - Shredders

- Signed within 90-day labor warranty period
- Full parts and labor coverage on customer premises or Cummins local service facility (supersedes Section 3, Paragraph 2). There may be a charge for labor at 50% of the local Cummins Service Branch labor rate for extensive repairs (exceeding two (2) hours on High Security Shredders and large, high volume shredders (208, 220, 460 volt units) that can not be removed from the customer's premises.

**Code 4A Strip Cut Shredders** - Cutters become consumable, chargeable parts after the five (5) year warranty.

**Code 4B Particle Cut Shredders** - Cutters and deflectors become consumable, chargeable parts after the three (3) year warranty.

**Code 4C High Security Cross Cut Shredders** - Cutters, deflectors, spacers, and cutter shafts become consumable, chargeable parts after the one (1) year warranty.

**Code 5 Existing Machine Coverage** - All Shredder Models

- Signed after the 90-day labor warranty period
- Limited parts and labor coverage. Does not include cutters, combars, separators, deflectors, spacers or cutter shafts, except where warranties apply. Also refer to Section 3, paragraph 2.

**Code 6 MICR Encoders** - All parts covered excluding Printer Paper, Printer Ribbons and MICR Ribbons.

**Code 7 Jet Count Currency Counters** - All models. All parts covered excluding roll cleaner, compressed air, carrying case, imprinting dies and ink rollers.

**Code 8 JetScan Currency Scanners** - All models. All parts covered excluding roll cleaner, compressed air and carrying case.

**Code 9A Jet Cash Currency Dispensars** - All parts covered excluding picker module assemblies, stacker module assemblies, transport assemblies, currency cassettes and software license fees.

**Code 9B Jet Cash Currency Dispensars Extended Coverage** - All parts covered excluding currency cassettes and software license fees.

**Code 10A JetSort Coin Sorters** - All Model 1000, 2000, 3000, 4000 Series includes Sort Disk coverage for five years from install date, while under PMIA. Excludes Sort Pads, ribbons, and printer paper.

All Model 5000/6000 Series: Excludes Sort Disk (unless entering into Sort Disk coverage PMIA), Sort Pads, ribbons and printer paper.

**Code 10B JetSort Coin Sorters** - All Models-No Parts Coverage.

**Code 10C JetSort Coin Sorters** - Self-Service Models 6000 Series. (Models 6880, 6899). All parts including Sort Disk and Sort Pads. Excludes supply items such as ribbons and printer paper.

**Code 11 External Device** - C-A Personal speech system, C-A Printer Kit, Remote Display, Bar Code Scanner or other C-A supplied external device. Excludes all supply items.

**Code 12A Coin Wrappers** - All parts covered excluding Wrap Rollers, Crimp Hooks, Hopper Belts, Coin Feed and Drive Belts.

**Code 12B Coin Wrappers Extended Coverage** - All parts covered including Wrap Rollers, Crimp Hooks, Hopper Belts, Coin Feed and Drive Belt.

**Code 12C Coin Wrappers-Very High Volume** - Over 6000 rolls per day. Parts coverage same as Code 12B.

**Code 12D Coin Wrappers** - No parts coverage.

**Code 13 Coin Counters and Coin Dispensars** - All parts covered excluding Coin Feed Belts and Hopper Belts.

**Code 14 Casino Coin Scale** - Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.

**Code 15 Coin Transport System** - No parts coverage.

#### SECTION 5 - DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to die blocks or dies requested by the user.

2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water or accidental damage.

3. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the 'volume rate' identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.

4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer.

5. C-A's sole responsibility under this agreement is for service as specified. In no event will C-A be liable for any lost profits, lost savings, or other special, incidental or consequential damages even if C-A has been advised of the possibility of such damages or for any claim against the customer by any other party.

6. C-A reserves the right to deny service to equipment that is located in environments which, in the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location identified by C-A at the customer's expense.

#### SECTION 6 - ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, Illinois, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect, Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., P.O. Box 339, Mt. Prospect, IL 60056.

3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the pro-rated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Pro-rated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately upon contract.

#### SECTION 7 - "ON-SITE" SUPPORT TYPE, Hours, Shifts, Volume

(Some CA offices may not be able to provide service beyond Standard Hours 8AM-5PM, Mon. - Fri.)

Support Type	Adder	Description
	0%	Standard: 8AM-5PM, Mon-Fri, Response within 24 Hrs.

**TOWN OF RIVERHEAD**

**Resolution # 541**

**APPROVES CHAPTER 90 APPLICATION OF THE RIVERHEAD FIRE DEPARTMENT  
TO CONDUCT ITS ANNUAL MOTORIZED DRILL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on June 27, 2011, the Riverhead Fire Department submitted a Chapter 90 Application for the purpose of conducting their Annual Motorized Drill to be held on the training grounds located on Rte. 58, Riverhead, on Saturday, July 16, 2011 between the hours of 8:00 a.m. and 12:00 midnight, having a rain date of Sunday, July 17, 2011; and

**WHEREAS**, the Riverhead Fire Department has completed a Special Events Short Form and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the Riverhead Fire Department has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

**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 application of the Riverhead Fire Department for the purpose of conducting their Annual Motorized Drill to be held on the training grounds located on Rte. 58, Riverhead, on Saturday, July 16, 2011 between the hours of 8:00 a.m. and 12:00 midnight, having a rain date of Sunday, July 17, 2011 is hereby

approved; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Fire Department, Attn: Anthony White Sr., 540 Roanoke 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

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 542**

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER  
(Family Festival – August 18, 19, 20, & 21, 2011)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on June 7, 2011, the Peconic Bay Medical Center submitted a Chapter 90 Application for the purpose of conducting a Family Festival to include rides, games and food concessions, having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center. This event is to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York, on the following dates and times:

Thursday, August 18, 2011	6:00 p.m. and 11:00 p.m.
Friday, Saturday and Sunday, August 19, 20 and 21, 2011; and	5:00 p.m. and 11:00 p.m.

**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 Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

617.7(a)(2); and be it further

**RESOLVED** that the Chapter 90 Application of the Peconic Bay Medical Center for the purpose of conducting a Family Festival having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center, to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York on the aforementioned dates and times, is hereby approved; and be it further

**RESOLVED**, the applicable Chapter 90 Application fee is hereby waived due the applicant's not-for-profit status; and be it further

**RESOLVED**, that the necessary tent permit(s) must be obtained and the tent installation and any and 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 Agency 102 and the Tents & Membrane Structures; and be it further

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that approval for this event shall be subject to the following:

- The applicant shall use snow fencing to delineate the boundary of the festival and provide security patrols of the boundary to ensure that patrons of the festival do not go beyond the boundaries of the event;
- The applicant shall provide additional lighting along SR 25A.
- Receipt of required Suffolk County Department of Health permit(s) including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

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

**RESOLVED**, that all vendors shall be ready for a fire safety inspection no later than 12:00 noon on August 18, 2011; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Lynne LaGrua, 1300 Roanoke Avenue, Riverhead, New York 11901; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of

this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 543**

**RESCINDS RESOLUTION # 1019 ADOPTED ON NOVEMBER 4, 2009 REGARDING  
STANDARD BENEFIT PACKAGE FOR NON-UNION PERSONNEL**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board, by Resolution #1019 adopted on November 4, 2009, adopted a standard benefits package for non-union personnel; and

**WHEREAS**, the benefits package for non-union personnel failed to address and/or identify all non-union positions, i.e. part-time employees and identify those positions which are to be considered middle management; and

**WHEREAS**, the Town Board has determined that the goal of the benefit package, to wit: standardization, has not been achieved due in part to the above and in part due to pre-existing non-union employment contracts with benefit packages which are inconsistent with the standard benefits package and therefore seeks to rescind Resolution #1019 adopted on November 4, 2009; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board rescinds the adoption of Resolution #1019 adopted on November 4, 2009 and rescinds the attached policy regarding certain employee benefits for all full-time appointed and competitive non-union personnel, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**Benefit Package  
For All Full-Time Appointed and Competitive Non-Union Personnel  
Effective 10/1/2009**

**Legislative/Secretarial (non-management)**

Vacation

- 2 Weeks per calendar year (pro-rated first year of hire)
- 3 Weeks per calendar year (after 7 completed years of service)
- 4 Weeks per calendar year (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

**Middle Management (Deputies, Assistant Department Heads, Town Officers)**

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 7 completed years of service)
- 5 Weeks (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

**Department Heads**

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 5 completed years of service)
- 5 Weeks (after 10 completed years of service)
- 6 Weeks (after 15 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

**TOWN OF RIVERHEAD**

**Resolution # 544**

**AMENDS RESOLUTION #356 of 2011 – CORRECTS  
EXPIRATION DATE FOR ANNUAL DIESEL/GENERATOR  
MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Resolution #356 of 2011 extended the bid contract for annual diesel/generator maintenance for the Riverhead Water District; and

**WHEREAS**, Resolution #356 of 2011 incorrectly extended the annual diesel/generator maintenance bid through June 18, 2011.

**NOW THEREFORE BE IT RESOLVED**, that the date for the expiration of the annual diesel/generator maintenance bid extended by Resolution #356 of 2011 be and is hereby amended to June 18, 2012; and be it further

**RESOLVED**, that a copy of this resolution be forwarded to Atlantic Detroit Diesel-Allison, LLC, 3025 Veterans Memorial Highway, Ronkonkoma, New York; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 545**

**APPOINTS MEMBER TO THE RIVERHEAD OPEN SPACE/  
PARK PRESERVE COMMITTEE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Chapter 14-§14-40 of the Riverhead Town Code entitled "Open Space/Park Preserve Committee" causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee (commonly referred to as the "Open Space Committee") consisting of seven members appointed by the Town Board for staggered two-year terms, including five representatives from the community at large, and one representative each from the Recreation Committee and the Conservation Advisory Council; and

**WHEREAS**, the Open Space Committee is charged with the advisory responsibility related to, but not limited to, identification, review and recommendation of lands that should be acquired by the Town and preserved as open space or incorporated into the Town of Riverhead park system or preserve; and

**WHEREAS**, a vacancy presently exists on the committee for a representative from the Recreation Advisory Council.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby appoints Marjorie Acevedo to the Open Space Committee for a two year term expiring July 2013; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Marjorie Acevedo, 60 Dogwood Road, Wading River, NY 11792; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 546**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO REPEAL AND REPLACE ARTICLE XXVI. SITE PLAN REVIEW OF CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to repeal and replace Article XXVI. Site Plan Review of Chapter 108 entitled "Zoning" of the Riverhead Town Code once in the July 14, 2011 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.

\*On a motion of Councilwoman Giglio, seconded by Councilman Wooten resolution #546 was **TABLED**

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared **TABLED**

**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 2<sup>nd</sup> day of August, 2011 at 2:15 o'clock p.m. to consider a local law to repeal and replace Article XXVI. Site Plan Review of Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108  
ZONING  
ARTICLE XXVI. Site Plan Review**

**§ 108-131. Application procedure; fees.**

~~A. Preliminary review. All applications for site plan approval shall commence with the pre-application submission of preliminary plan(s) for review by the Planning Department to determine Zoning Code compliance, general engineering suitability and aesthetic compatibility. Said review shall be a process between the Planning Department staff and the project designer(s), with no time limitation or fee imposed. Plans shall include such drawings as shall clearly represent those structural, topographical and design features that the Town would require to evaluate the proposed construction, addition, reconstruction or alteration. The anticipated result of the preliminary review shall be a site plan, which shall be acceptable for formal application and review.~~

~~B. Formal application.~~

~~(1) Subsequent to preliminary review, an application for site plan approval shall be made on the form for the same provided by the Planning Department. Twelve copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application, a current survey prepared by a licensed surveyor, the site plan (if separate from the survey) and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long Island FIPS 3104 (feet) coordinate system. In the event that the site plan is amended, the applicant shall submit a digital copy of each amendment to the site plan.~~

~~(2) The Planning Department shall reject any application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection.~~

~~(3) For each application for site plan approval submitted to the Planning Department under the provisions of this chapter, the review fee shall be \$500, plus \$0.10 per square foot of site improvements and/or altered area. The fee to review an application to amend a previously approved site plan shall be \$500. In no instance shall a site plan review exceed \$30,000. Review fees shall be paid in full at the time of application. An application for site plan review will not be deemed complete until all fees are paid.~~

~~(4) Revisions to a site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.~~

~~(5) The site plan shall be drawn to the following minimum scales:~~

~~(a) Overall development plan sites of less than two acres: one inch equals 20 feet.~~

~~(b) Overall development plan, sites of two acres or more: one inch equals 40 feet.~~

~~(c) Detailed portions of a site plan, sites of any size: one inch equals 10 feet.~~

~~(6) Electronic records retention fees. An electronic records retention fee must also be paid in accordance with the fee schedule which shall be determined from time to time by resolution of the Town Board of the Town of Riverhead.~~

#### ~~C. Further processing.~~

~~(1) If the application is satisfactory, the Planning Department shall retain one copy of the submission and shall forward the remainder, within seven days, to the Town Clerk. The Town Clerk shall clock all elements of a site plan application, shall retain one copy for her file and shall thereupon distribute the remaining copies for review and comment as follows:~~

~~(a) One copy to the office of the Supervisor.~~

~~(b) One copy to the Building Department.~~

~~(c) One copy to the Town Attorney.~~

~~(d) One copy to the Town Board Coordinator.~~

~~(e) One copy each to the Highway Superintendent, Sewer District Superintendent and/or Water District Superintendent, as appropriate.~~

- ~~(f) One copy to the Fire Inspector(s).~~
- ~~(g) One copy to the Architectural Review Board.~~
- ~~(h) One copy to the respective fire district.~~
- ~~(i) One copy to the Handicapped Advisory Committee.~~

~~(2) The Planning Department will, upon review and receipt of comments from those named herein, initiate any amendments or revisions to the site plan, or its component parts, through discussion with the applicant or his or her representative, in accordance with the Town Code of the Town of Riverhead and the aesthetic standards desired by the Architectural Review Board. The Planning Department will then recommend approval, approval with modifications, or disapproval in a timely fashion such that within 62 days of receipt of said completed application by the Town Clerk or, if a public hearing is held, within 62 days of the public hearing, the Town Board shall approve, approve with modifications, or disapprove said site plan and shall state its reason(s) for modifications or disapproval. The time within which the Town Board must render its decision may be extended by mutual consent of the applicant and the Board.~~

~~D. The Building Department shall not issue a building permit for any site improvements which have not secured the required Town Board site plan approval. In the event that the Town Board requires modifications and the applicant agrees to same, the Building Department may thereupon issue a permit conforming to such modified plan without further submission to the Town Board.~~

#### ~~E. Inspections.~~

~~(1) Subsequent to site plan approval and the issuance of a building permit, it is the obligation of the applicant to call for site plan in sections u n the installations or construction of each of the following:~~

- ~~(a) Drainage improvements prior to backfill.~~
- ~~(b) Grading and site improvements prior to the first lift of paving.~~
- ~~(c) Post-construction prior to the issuance of a certificate.~~

~~(2) An inspection fee of \$250 per inspection must be paid prior to each inspection.~~

#### A. Presubmission Conference

Prior to the submission of a site plan application, the applicant and/or his agent shall meet with the Planning Department to determine Zoning Code compliance, general engineering suitability and aesthetic compatibility. Said review shall be a

process between the Planning Department staff and the project designer(s), with no time limitation or fee imposed. Plans shall include such drawings as shall clearly represent those structural, topographical and design features that the Town would require to evaluate the proposed construction, addition, reconstruction or alteration. The anticipated result of the preliminary review shall be a preliminary site plan which shall be acceptable for formal application and review.

## B. Preliminary Site Plan Application

(1) Subsequent to the Presubmission Conference, an application for preliminary site plan approval shall be made on the form for the same provided by the Planning Department. Twelve copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application, a current survey prepared by a licensed surveyor, the site plan (if separate from the survey) and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF and DWGj, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long Island FIPS 3104 (feet) coordinate system. In the event that the site plan is amended, the applicant shall submit a digital copy of each amendment to the site plan.

(2) The preliminary site plan shall be submitted to the Planning Department within 6 months of the Presubmission Conference. If the applicant fails to submit the preliminary site plan within 6 months following the Presubmission Conference, another conference may be required by the Planning Department. A preliminary site plan shall conform with the requirements set forth in subsection (C) (5) of this section and section 108-132.

(3) Within ten (10) days of receipt of the preliminary site plan application the Planning Department shall determine whether or not the application is complete. The Planning Department shall reject any preliminary site plan application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection. Upon a determination that a preliminary site plan application is complete the Planning Department shall notify the applicant of such determination and refer the proposal to such other agencies as it deems appropriate.

### (4) Planning Department Review

Upon determining that a preliminary site plan application is complete, the Planning Department staff shall review the application and issue a written report. Based on its review, the Planning Department shall make a determination as whether the preliminary site plan is acceptable for Planning Board review. If the Planning Department determines that the preliminary site plan is not acceptable for Planning Board review it shall request that the applicant modify the preliminary site plan in accordance with the written report. If the Planning Department determines that the

preliminary site plan is acceptable for Planning Board review it shall place the preliminary site plan on the Planning Board's public hearing agenda for presentation by the applicant to the Planning Board.

(5) Public Hearing

a. Upon a determination that a preliminary site plan is acceptable for Planning Board review the Planning Board shall hold a public hearing to consider the application.

b. The Planning Board shall cause notice of such hearing shall be made by publication at least 10 days prior to such hearing in the official newspaper of the Town.

c. The applicant shall erect or cause to be erected a sign which shall be displayed on the parcel upon which the site plan application is made facing each public street to which the property abuts, giving notice that an application has been made to the Town of Riverhead Planning Board for preliminary site plan approval along with the time and place of the hearing. The sign shall not be located more than 10 feet from the street line and shall not be less than two feet nor more than six feet above the natural grade at the street line. The sign shall be furnished by the Planning Board and shall be the only sign to be used. The sign shall be displayed not less than 10 days immediately preceding the public hearing or any adjournment date. The applicant shall file an affidavit with the Planning Board that he/she has complied with the provisions of this section prior to the opening of the public hearing.

d. In addition, the applicant shall mail notice of the public hearing date, at least 10 days prior thereto, to every property owner, as shown on the current Town of Riverhead assessment rolls, of parcels abutting and/or directly opposite (by way of extension of lot lines through the street right-of-way) the property which is the subject of the public hearing. Such notice shall be by either certified or registered mail, return receipt requested. Proof of such notice shall consist of a copy of the assessment roles, the return receipts, and an affidavit attesting to compliance with this mailing notification. Such proof shall be submitted to the Planning Board prior to the public hearing. No additional mailing shall be required for an adjournment.

e. At the public hearing the applicant shall present the preliminary site plan to the Planning Board. The Planning Board shall review the preliminary site plan application, the Planning Department written report, comments from any other agencies, and receive comments from the public. The Planning Board shall receive written comments for ten (10) days following the close of the public hearing.

f. In the event a preliminary site plan application is denied the applicant may revise and resubmit the preliminary site plan, withdraw the application or prepare

a submittal and prepare in accordance with the denied preliminary site plan and apply for final site plan review and approval.

(6) Planning Board Decision on Preliminary Site Plan Application.

a. Based upon its review of the preliminary site plan application and such recommendations as it may receive from the Planning Department and other agencies and departments, and comments from the public, the Planning Board shall accept, accept with modifications or deny the preliminary site plan application.

b. The preliminary site plan approval shall be valid for one year from the date of approval.

c. Upon written request by the applicant, the preliminary site plan approval may be extended for one additional year after due consideration by the Planning Board.

C. Final Site Plan Review and Approval

(1) Upon approval of a preliminary site plan by the Planning Board, or in the event the applicant wants wishes to proceed with a denied preliminary site plan, the applicant shall prepare and submit a final site plan to the Planning Department.

(2) An application for final site plan approval shall be made on the form for the same provided by the Planning Department. Twelve copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application, a current survey prepared by a licensed surveyor, the site plan (if separate from the survey) and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long Island FIPS 3104 (feet) coordinate system. In the event that the site plan is amended, the applicant shall submit a digital copy of each amendment to the site plan.

(3) The Planning Department shall reject any application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection.

(4) Revisions to an approved final site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.

(5) The site plan shall be drawn to the following minimum scales:

(a) Overall development plan sites of less than two acres: one inch equals 20 feet.

(b) Overall development plan, sites of two acres or more: one inch equals 40 feet.

(c) Detailed portions of a site plan, sites of any size: one inch equals 10 feet.

(6) Electronic records retention fees. An electronic records retention fee must also be paid in accordance with the fee schedule which shall be determined from time to time by resolution of the Town Board of the Town of Riverhead.

#### D . Further Processing.

(1) If the application is satisfactory, the Planning Department shall retain one copy of the submission and shall forward the remainder, within seven days, to the Town Clerk. The Town Clerk shall clock all elements of the final site plan application, shall retain one copy for the Town Clerk files and shall thereupon distribute the remaining copies for review and comment as follows:

(a) One copy to the office of the Supervisor.

(b) One copy to the Building Department.

(c) One copy to the Town Attorney.

(d) One copy to the Town Board Coordinator.

(e) One copy each to the Highway Superintendent, Sewer District Superintendent and/or Water District Superintendent, as appropriate.

(f) One copy to the Fire Inspector(s).

(g) One copy to the Architectural Review Board.

(h) One copy to the respective fire district.

(i) One copy to the Handicapped Advisory Committee.

(2) The Planning Department will, upon review and receipt of comments from those named herein, initiate any amendments or revisions to the final site plan, or its component parts, through discussion with the applicant or his or her representative, in accordance with the Town Code of the Town of Riverhead and the aesthetic standards desired by the Architectural Review Board. The Planning Department will then recommend approval, approval with modifications, or disapproval in a timely fashion such that within 62 days of receipt of said completed application by the Town Clerk the Planning Board shall approve, approve with modifications, or disapprove said final site plan and shall state its reason(s) for modifications or disapproval. The time within which the Planning Board must render its decision may be extended by mutual consent of the applicant and the Planning Board.

E. The Building Department shall not issue a building permit for any site improvements which have not secured the required Town Board site plan approval. In the event that the Town Board requires modifications and the applicant agrees to

same, the Building Department may thereupon issue a permit conforming to such modified plan without further submission to the Town Board.

#### F. Inspections.

(1) Subsequent to site plan approval and the issuance of a building permit. It is the obligation of the applicant to call for site plan in sections u n the installations or construction of each of the following:

- (a) Drainage improvements prior to backfill.
- (b) Grading and site improvements prior to the first lift of paving.
- (c) Post-construction prior to the issuance of a certificate.

(2) An inspection fee of \$250 per inspection must be paid prior to each inspection.

#### G. Fees

(1) The applicant shall submit seventy-five percent 75% of the review fee set forth in subsection B of this paragraph with the preliminary site plan application. The remainder of the review fee shall be submitted with the application for final site plan approval. An application for preliminary site plan approval and/or final site plan approval shall not be deemed complete until all fees are paid.

(2) For each site plan application submitted to the Planning Department under the provisions of this chapter, the review fee shall be \$500, plus \$0.10 per square foot of site improvements and/or altered area. The fee to review an application to amend a previously approved site plan shall be \$500. In no instance shall a site plan review exceed \$30,000. Review fees shall be paid in full at the time of application. An application for site plan review will not be deemed complete until all fees are paid.

(3) Revisions to a site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.

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

Dated: Riverhead, New York  
July 6, 2011

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

**TOWN OF RIVERHEAD**

**Resolution # 547**

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with National Fire & Safety Solutions Inc., regarding fire and security alarm monitoring services at the Police Department/Justice Court Building, at the cost stated above; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2011, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and National Fire & Safety Solutions Inc., a corporation existing under the laws of the State of New York with a principal place of business at 211 Knickerbocker Avenue, Bohemia, New York, 11716 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

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

### 2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2011 and terminate on December 31, 2011.

### 3. PAYMENT

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

### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

## 5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant.

## 6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

## 7. RECORDS

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

## 8. CHANGES

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

## 9. NOTICES

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

## 10. COMPLIANCE WITH LAWS

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

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

#### 11. INSURANCE, INDEMNITY AND LIABILITY

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

#### 12. CONFLICT OF INTEREST

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

#### 13. DISCLOSURE

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

#### 14. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but

shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

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

\_\_\_\_\_  
By: Christopher Cassidy, Vice-President  
National Fire & Safety Solutions Inc.,

DATE:

DATE:

# Schedule A

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

Monitoring customers existing Fire Alarm Control Panel with integral DACT

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

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

### 3. NATURE OF SERVICE

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

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

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

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

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

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

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

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

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

12. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** The parties hereto agree that the communication software, once installed, is in the exclusive possession and control of the Town, and it is Town's sole responsibility to test the operation of the communication software and to notify Consultant if it is in need of repair. Consultant shall not be required to service the communication software unless it has received notice from Town, and upon such notice, Consultant shall service the communication software to the best of its ability within 36

definite completion date and time is not of the essence.

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

**TOWN OF RIVERHEAD**

**Resolution # 548**

**WATER DISTRICT CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Superintendent of the Water District is requesting a \$601,285 increase to the budget for the New Well Construction at Plant 16.

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

		<u>FROM</u>	<u>TO</u>
112.000000.499999	Water District Fund Balance	201,285	
113.000000.499999	Repair & Maintenance Fund Balance	400,000	
412.083200.523010.30101	Plant 16 Construction		601,285

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 549**

**AWARDS BID FOR WELL & PUMP SERVICE  
FOR THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for well and pump service for the Riverhead Water District; and

**WHEREAS**, bids were received, opened and read aloud on the 17<sup>h</sup> day of May, 2011, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for well and pump service for the Riverhead Water District be and is hereby awarded to Layne Christensen Company per the attached bid proposal; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11761; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PROPOSAL**  
**RIVERHEAD WATER DISTRICT**  
**WELL AND PUMP SERVICE**  
**BID #RWD-2011-21**

**ITEM 1**

Furnish labor and equipment to remove, inspect and check well OR reinstall pumping equipment including sterilizing well and miscellaneous materials as required:

- |                              |                     |
|------------------------------|---------------------|
| A. Up to 100 feet of setting | L.S. \$ <u>3500</u> |
| B. Up to 150 feet of setting | L.S. \$ <u>4000</u> |
| C. Up to 200 feet of setting | L.S. \$ <u>4400</u> |

Cost for weekdays after 8 hours or Saturday:

- |                              |                     |
|------------------------------|---------------------|
| D. Up to 100 feet of setting | L.S. \$ <u>3600</u> |
| E. Up to 150 feet of setting | L.S. \$ <u>4100</u> |
| F. Up to 200 feet of setting | L.S. \$ <u>4400</u> |

Cost for Sundays holidays:

- |                              |                     |
|------------------------------|---------------------|
| G. Up to 100 feet of setting | L.S. \$ <u>3700</u> |
| H. Up to 150 feet of setting | L.S. \$ <u>4200</u> |
| I. Up to 200 feet of setting | L.S. \$ <u>4600</u> |

**ITEM 2**

Mobilization and demobilization to remove OR install electric motor:

- |   |                     |
|---|---------------------|
| A. Furnish labor and equipment to remove  | L.S. \$ <u>900</u>  |
| B. Furnish labor and equipment to install | L.S. \$ <u>900</u>  |
| C. Weekdays after 8 hours and Saturdays   | L.S. \$ <u>1100</u> |
| D. Weekends and Holidays                  | L.S. \$ <u>1100</u> |

**ITEM 2A**

Mobilization to remove AND install electric motor:

- |  |                     |
|--|---------------------|
| E. Furnish labor and equipment to remove and install | L.S. \$ <u>1700</u> |
| F. Weekdays after 8 hours and Saturdays              | L.S. \$ <u>1700</u> |
| G. Weekends and Holidays                             | L.S. \$ <u>2100</u> |

**ITEM 3**

Mobilization and demobilization to remove OR install gear-drive:

- |   |                     |
|---|---------------------|
| A. Furnish labor and equipment to remove  | L.S. \$ <u>950</u>  |
| B. Furnish labor and equipment to install | L.S. \$ <u>950</u>  |
| C. Weekdays after 8 hours or Saturday     | L.S. \$ <u>950</u>  |
| D. Sundays and Holidays                   | L.S. \$ <u>1100</u> |

ITEM 4

Mobilization & demobilization of crew and equipment to remove or reinstall 25HP submersible pump:

- A. Remove, inspect and report condition of pump and motor L.S. \$ 1,200
- B. Install pump, motor, cable, with miscellaneous materials L.S. \$ 1,600
- C. Weekdays after 8 hours or Saturday L.S. \$ 1,600
- D. Sundays and Holidays L.S. \$ 1,800

ITEM 5

A. Furnish 8" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,100</u>	(10) \$ <u>11,000</u>	
5 foot section	Each \$ <u>720</u>	(2) \$ <u>1,440</u>	
			Total: \$ <u>12,440</u>

B. Furnish 10" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,270</u>	(15) \$ <u>19,050</u>	
5 foot section	Each \$ <u>1,120</u>	(2) \$ <u>2,240</u>	
			Total: \$ <u>21,290</u>

C. Furnish 10" x 1 11/16" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,400</u>	(15) \$ <u>21,000</u>	
5 foot section	Each \$ <u>1,240</u>	(2) \$ <u>2,480</u>	
			Total: \$ <u>23,480</u>

ITEM 6

Labor to refurbish existing Discharge Head: L.S. \$ 750

ITEM 7

Furnish labor and equipment to service existing gear drive: L.S. \$ 750

ITEM 8

Furnish new 10" or 11" diameter bowl assembly:

- A. 1<sup>st</sup> Stage complete with suction and discharge nozzles (1) \$ 2,350
  - B. Additional Stage Each \$ 775 (3) \$ 2,325
  - C. Certified Test L.S. \$ 1,250
- TOTAL: \$ 5,925

ITEM 9

Furnish new 12" or 13" diameter bowl assembly:

A. 1<sup>st</sup> Stage complete with suction, discharge nozzle  
and suction pipe (1) \$ 2785

B. Additional Stage Each \$ 913 (3) \$ 2739

C. Certified Test L.S. \$ 1250

Total: \$ 3989

ITEM 10

Furnish one (1) new 25HP Submersible Pump, Motor and Cable

L.S. \$ 3900

ITEM 11

Compensation for furnishing brand name parts and components including freight and trucking:

A. Up to \$100 Certified Cost plus 40 % = \$ 40

B. Up to \$500 Certified Cost plus 40 % = \$ 200

C. Up to \$1000 Certified Cost plus 40 % = \$ 400

D. Up to \$5000 Certified Cost plus 25 % = \$ 1250

E. Above \$5000 Certified Cost plus 25 % = \$ 1250

Total: \$ 3140

ITEM 12

A. Hourly rate for two (2) man crew with rig to perform additional work,  
as required:

8 hours @ \$ 200 per hr = \$ 1600 Subtotal: \$ 1600

B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

C. Sunday/holiday

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

Total: \$ 2080

ITEM 13

A. Rate for machine shop work, including machinist and equipment:

8 hours @ \$ 90 per hr = \$ 720 Subtotal: \$ 720

B. Weekdays after 8 hours and Saturdays

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

C. Sunday/holiday

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

Total: \$ 936

ITEM 14

A. Hourly rate for field repair work, including mechanic, truck and hand tools, including 2 hours travel time:

8 hours @ \$ 100 per hr = \$ 800 Subtotal: \$ 800

B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 100 x 1.2% = \$ 120/hr Subtotal: \$ 120

C. Sunday/holiday

Item 12A hourly rate \$ 100 x 1.4% = \$ 140/hr Subtotal: \$ 140

Total: \$ 1060

ITEM 15

Perform labor and equipment to perform caliper log and T.V. Inspection L.S. \$ 2,700

AMOUNT BID FOR TOTAL OR LUMP SUM (L.S.) OF EACH ITEM

TOTAL: \$ 138,590<sup>00</sup> LUMP SUM: \$ 138,590<sup>00</sup>

07.06.2011  
110550

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 550**

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION (Cardboard Boat Races – June 26, 2011)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on April 15, 2011, the Riverhead Business Improvement District Management Association (BIDMA) submitted a Chapter 90 Application for the purpose of conducting “Cardboard Boat Races” to be held at the Peconic Riverfront between Peconic Avenue and McDermott Avenue, Riverhead, New York on Sunday, June 26, 2011 between the hours of 10:00 a.m. and 2:00 p.m.; and

**WHEREAS**, BIDMA 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**, BIDMA has requested the applicable Chapter 90 Application fee be waived due to its not-for-profit status; and

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

**WHEREAS**, the Town Attorney 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 BIDMA for the purpose of conducting “Cardboard Boat Races” to be held at the Peconic Riverfront, between Peconic Avenue and McDermott Avenue, Riverhead, New York on Sunday, June 26, 2011 between the hours of 10:00 a.m. and 2:00 p.m. is hereby approved; and be it further

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

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Business Improvement District Management Association, 1 East Main Street, #4, Riverhead, New York, 11901; and be it further

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

### THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 551**

**AUTHORIZES THE RELEASE OF THE SECURITY OF  
J. PETROCELLI CONTRACTING, INC.,  
(ATLANTIS MARINE WORLD, LLC - WATER KEY MONEY)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Resolution #937 dated December 21, 2010, the Riverhead Town Board accepted TD Bank Irrevocable Standby Letter of Credit #20004123 in the sum of Ninety Eight Thousand One Hundred Thirty-Four Dollars and Forty Cents (\$98,134.40) from J. Petrocelli Contracting Inc. representing the guarantee of payment of water key money in connection with real property located at 431 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-129-4-21.3; and

**WHEREAS**, Atlantis Marine World LLC has submitted TD Bank Check #00021178, dated June 27, 2011, in the amount of Ninety Eight Thousand One Hundred Thirty-Four Dollars and Forty Cents (\$98,134.40) representing the cash security for the payment of said water key money; and

**WHEREAS**, a Temporary Certificate of Occupancy (#ZB35645 dated June 24, 2011) has been issued by the Riverhead Building Department.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts TD Bank Check #00021178, dated June 27, 2011, in the amount of Ninety Eight Thousand One Hundred Thirty-Four Dollars and Forty Cents (\$98,134.40) and authorizes the release of the TD Bank Irrevocable Standby Letter of Credit #20004123 in the sum of Ninety Eight Thousand One Hundred Thirty-Four Dollars and Forty Cents (\$98,134.40) from J. Petrocelli Contracting Inc.; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Eric Russo, Esq., 140 Main Street, Sayville, New York, 11782; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.06.2011  
110552

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 552**

**AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AMENDMENT WITH THE  
DEPUTY WATER DISTRICT SUPERINTENDENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute a Contract Amendment with the Deputy Water District Superintendent.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 553**

**PAYS BILLS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #11-21 June 16, 2011 (TBM 07/06/11)				
FUND NAME			06/16/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,568,018.98	1,568,018.98
RECREATION PROGRAM FUND	6		4,233.77	4,233.77
CHILD CARE CENTER BUILDING FUN	9		50.72	50.72
ECONOMIC DEVELOPMENT ZONE FUND	30		51.31	51.31
HIGHWAY FUND	111		85,405.05	85,405.05
WATER DISTRICT	112		98,418.05	98,418.05
RIVERHEAD SEWER DISTRICT	114		64,801.20	64,801.20
REFUSE & GARBAGE COLLECTION DI	115		6,450.05	6,450.05
STREET LIGHTING DISTRICT	116		9,817.64	9,817.64
PUBLIC PARKING DISTRICT	117		2,654.10	2,654.10
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
AMBULANCE DISTRICT	120		1,059.45	1,059.45
EAST CREEK DOCKING FACILITY FU	122		523.69	523.69
CALVERTON SEWER DISTRICT	124		2,911.00	2,911.00
RIVERHEAD SCAVANGER WASTE DIST	128		34,869.81	34,869.81
RIVERHEAD SEWER DENITRIFICATIO	130		200,000.00	200,000.00
WORKERS' COMPENSATION FUND	173		117,712.54	117,712.54
RISK RETENTION FUND	175		3,454.27	3,454.27
MAIN STREET REHAB PROGRAM	177		2,224.00	2,224.00
CDBG CONSORTIUM ACOUNT	181		730.78	730.78
TOWN HALL CAPITAL PROJECTS	406		3,837.50	3,837.50
WATER DISTRICT CAPITAL PROJECT	412		193,629.00	193,629.00
TRUST & AGENCY	735		7,600,388.42	7,600,388.42
CALVERTON PARK - C.D.A.	914		1,236.97	1,236.97
<b>TOTAL ALL FUNDS</b>			<b>10,002,528.25</b>	<b>10,002,528.25</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.06.2011  
110553

ADOPTED

TOWN OF RIVERHEAD

Resolution # 553

PAYS BILLS

Councilman Wooten offered the following resolution,  
which was seconded by Councilman Gabrielsen

ABSTRACT #11-22 June 23, 2011 (TBM 07/06/11)				
FUND NAME			06/23/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		125,369.83	125,369.83
RECREATION PROGRAM FUND	6		5,535.08	5,535.08
MULTI YEAR OPERATING GRANT FUN	99		227.48	227.48
HIGHWAY FUND	111		45,066.93	45,066.93
WATER DISTRICT	112		15,980.08	15,980.08
RIVERHEAD SEWER DISTRICT	114		4,814.52	4,814.52
REFUSE & GARBAGE COLLECTION DI	115		357,569.94	357,569.94
STREET LIGHTING DISTRICT	116		19,370.61	19,370.61
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
AMBULANCE DISTRICT	120		3,732.98	3,732.98
EAST CREEK DOCKING FACILITY FU	122		1,092.04	1,092.04
CALVERTON SEWER DISTRICT	124		1,792.75	1,792.75
RIVERHEAD SCAVANGER WASTE DIST	128		1,983.96	1,983.96
RISK RETENTION FUND	175		5,506.23	5,506.23
MAIN STREET REHAB PROGRAM	177		50,000.00	50,000.00
COMMUNITY DEVELOPMENT AGENCY C	405		27,385.91	27,385.91
TOWN HALL CAPITAL PROJECTS	406		101,475.25	101,475.25
WATER DISTRICT CAPITAL PROJECT	412		275,310.00	275,310.00
RIVERHEAD SEWER CAPITAL PROJEC	414		126,410.07	126,410.07
TRUST & AGENCY	735		526,483.96	526,483.96
CALVERTON PARK - C.D.A.	914		532.00	532.00
TOTAL ALL FUNDS			1,695,689.57	1,695,689.57

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 553**

**PAYS BILLS**

Councilman Wooten offered the following resolution,  
which was seconded by Councilman Gabrielsen

ABSTRACT #11-23 June 30, 2011 (TBM 07/06/11)				
FUND NAME			06/30/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		3,889,337.35	3,889,337.35
RECREATION PROGRAM FUND	6		13,519.32	13,519.32
CHILD CARE CENTER BUILDING FUN	9		65.70	65.70
MULTI YEAR OPERATING GRANT FUN	99		482004.49	482004.49
HIGHWAY FUND	111		115,456.46	115,456.46
WATER DISTRICT	112		79,655.81	79,655.81
RIVERHEAD SEWER DISTRICT	114		38,961.87	38,961.87
REFUSE & GARBAGE COLLECTION DI	115		8,007.60	8,007.60
STREET LIGHTING DISTRICT	116		10,476.64	10,476.64
PUBLIC PARKING DISTRICT	117		483.52	483.52
EAST CREEK DOCKING FACILITY FU	122		1,343.26	1,343.26
CALVERTON SEWER DISTRICT	124		841.47	841.47
RIVERHEAD SCAVANGER WASTE DIST	128		28,818.08	28,818.08
CDBG CONSORTIUM ACOUNT	181		730.01	730.01
COMMUNITY DEVELOPMENT AGENCY C	405		0.00	0.00
TOWN HALL CAPITAL PROJECTS	406		5,724.70	5,724.70
WATER DISTRICT CAPITAL PROJECT	412		226,003.50	226,003.50
TRUST & AGENCY	735		1,102,774.55	1,102,774.55
CALVERTON PARK - C.D.A.	914		40,000.00	40,000.00
TOTAL ALL FUNDS			6,044,204.33	6,044,204.33

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted