

JUNE 18, 2013

CDA RESOLUTION LIST:

CDA

- Res. #9** Authorizes Funding Application to New York State Support Enhanced Sewer Infrastructure at EPCAL Subdivision
- Res. #10** Declares Lead Agency, Classifies and Determines Significance of Action for a Comprehensive Development Plan for EPCAL (EPCAL Reuse & Revitalization Plan) Including Amendment to Town of Riverhead Comprehensive Plan, Amendment to Zoning, and Subdivision for the Former Calverton Naval Weapons Industrial Reserve Plant “EPCAL”
- Res. #11** Authorizes the Town Clerk to Publish and Post Notice of Scoping Hearing Upon Draft Scope for Draft Supplemental Generic Environmental Impact Statement Required for a Comprehensive Development Plan for EPCAL (EPCAL Reuse & Revitalization Plan), Including Amendment to Town of Riverhead Comprehensive Plan, Amendment to Zoning, and Subdivision for the Former Calverton Naval Weapons Industrial Reserve Plant “EPCAL”
- Res. #12** Authorizes the Chairman to Execute a License Agreement with Stony Brook University

TOWN BOARD RESOLUTION LIST:

- Res. #471** 21st Century Oncology Water Service Capital Project Budget Adjustment
- Res. #472** 1044 Parkway Street Laundry Riverhead Sewer District Capital Improvement Project Budget Adoption
- Res. #473** Animal Shelter Donation Budget Adjustment
- Res. #474** Calverton Recreation Park Capital Project Budget Adjustment
- Res. #475** General Fund Budget Adjustment
- Res. #476** Northville Commerce Park Associates Water Service Capital Project Budget Adoption
- Res. #477** Phase II – Route 58 Retail Stores – Headriver LLC Water Service Capital Project Budget Adoption
- Res. #478** Saber Riverhead LLC Water Service Capital Project Budget Adoption

- Res. #479 Walmart – Old Country Road Water Service Capital Project Budget Adoption**
- Res. #480 Authorizes Execution of Home Contract Between the Town of Riverhead and Suffolk County**
- Res. #481 Authorizes Funding Application to New York State to Support I Love New York Tourism Funding**
- Res. #482 Appoints Seasonal Call-In Lifeguards to the Recreation Department**
- Res. #483 Appoints a Call-In Recreation Aide I to the Recreation Department (JaronGreenidge)**
- Res. #484 Appoints a Call-In Recreation Aide to the Recreation Department (Michael Van Bommel)**
- Res. #485 Amends Resolution #418**
- Res. #486 Approves Extension of Performance Security Posted by Stoneleigh Woods at Riverhead, LLC in Connection with the Condominium Project Entitled “Stoneleigh Woods of Riverhead, LLC” (Road and Drainage Improvements)**
- Res. #487 Appoints an Assistant Recreation Leader II to the Recreation Department (Thomas Crabb)**
- Res. #488 Appoints a Recreation Aide to the Recreation Department (Amanda Commins)**
- Res. #489 Appoints a Seasonal Water Safety Instructor to the Recreation Department (Lawrence Loesch)**
- Res. #490 Appoints Seasonal Recreation Aides to the Recreation Department**
- Res. #491 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – July 4, 2013 through July 7, 2013)**
- Res. #492 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – July 6, 2013)**
- Res. #493 Appoints a Call-In Recreation Aide I to the Recreation Department**
- Res. #494 Town of Riverhead Accepts Offer of Gift from Advanced Imaging Systems**

- Res. #495** Authorizes the Supervisor to Execute an Agreement with Suffolk County for Traffic Control Devices at Shopping Center of Saber-Riverhead, LLC
- Res. #496** Amends Resolution #99 of 2013 (Authorizes Sewer District Employee to Attend Course)
- Res. #497** Amends Resolution #98 of 2013 (Authorizes Sewer District Employee to Attend Course)
- Res. #498** Authorizes the Supervisor to Execute an Agreement with Sybatech, Inc. (CodePal)
- Res. #499** Authorizes Settlement with MHC Thurms LLC and Hometown Thurms Estate, LLC
- Res. #500** Appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP) to Act as Special Counsel and Authorizes the Supervisor to Execute a Retainer Agreement
- Res. #501** Authorizes the Supervisor to Execute an Agreement with Suffolk County for Port Security Grant Program (PSGP)
- Res. #502** Approves the Application for Fireworks Permit of Riverhead Business Improvement District Management Association (July 4, 2013)
- Res. #503** Ratifies the Approval of the Chapter 90 Application of Abate of NY Long Island Chapter (Veterans Appreciation Run – Sunday, June 9, 2013)
- Res. #504** Approves the Chapter 90 Application of Cornell Cooperative Extension of Nassau County (Charity Polo Event for Hurricane Sandy Relief – June 22, 2013)
- Res. #505** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – August 24, 2013)
- Res. #506** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – August 16th through August 18th, 2013)
- Res. #507** Approves the Application for Fireworks Permit of Riverhead Raceway (July 6, 2013)
- Res. #508** Approves the Application for Fireworks Permit of Riverhead Raceway (August 24, 2013)

- Res. #509** Authorizes the Release of Security of ARA Plumbing Corp. Drainlayer for Riverhead Sewer District
- Res. #510** Authorizes the Supervisor to Execute a Municipal Cooperation Agreement Renewal No. 4 with the Riverhead Central School District Regarding Unleaded Fuel Services
- Res. #511** Approves Roadwork Construction Corp. as Drainlayer for Riverhead Sewer District
- Res. #512** Extends Bid Contract for Quick Lube Maintenance for the Riverhead Water District
- Res. #513** Authorizes the Supervisor to Execute Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852
- Res. #514** Appoints a Summer Recreation Aide I to the Recreation Department (Max Goldfarb)
- Res. #515** Pays Bills
- Res. #516** Authorizes a Change Order for Type III Ambulance for the Riverhead Ambulance District

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 9

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
ENHANCED SEWER INFRASTRUCTURE AT EPCAL SUBDIVISION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public and private partners seeks to submit a funding application to develop enhanced sewer infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed sewer infrastructure project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop EPCAL in an effort to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

WHEREAS, the proposed sewer infrastructure project will implement Town of Riverhead CDA goals to redevelop the Enterprise Park at Calverton in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead CDA Board authorizes the submission of a “Transformative Project” funding proposal to New York State on or before June 28, 2013, and a general CFA fund proposal to New York State on or before August 12, 2013, for funding to support development of enhanced sewer infrastructure at the Enterprise Park at Calverton; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Community Development Agency

Resolution # 10

DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION FOR A COMPREHENSIVE DEVELOPMENT PLAN FOR EPCAL (EPCAL REUSE & REVITALIZATION PLAN) INCLUDING AMENDMENT TO TOWN OF RIVERHEAD COMPREHENSIVE PLAN, AMENDMENT TO ZONING, AND SUBDIVISION FOR THE FORMER CALVERTON NAVAL WEAPONS INDUSTRIAL RESERVE PLANT "EPCAL"

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Community Development Agency ("CDA") acting with and for the benefit of the Town, by Community Development Agency Resolution #4 adopted on February 1, 2011, authorized and retained the services of VHB Engineering, Surveying and Landscape Architecture, P.C. ("VHB") to assist the Town and CDA to update the 1996 Reuse Plan and provide services related thereto including, but not limited to, development of revised land use plan, associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process for land known as EPCAL, approximately 2,323.9 acres of land owned by the Community Development Agency which is located on the south side of New York State Route 25, north of Grumman Boulevard and east of Wading River Manor Road, Hamlet of Calverton, Town of Riverhead, Suffolk County; and

WHEREAS, the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, by Community Development Agency Resolution #5 adopted on May 7, 2013, authorized acceptance for SEQR purposes the Full Environmental Assessment Form (EAF) Part 1 for the proposed action, to wit: the creation of a conceptual development plan (Reuse & Revitalization Plan) including subdivision (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space; the amendment to the Town of Riverhead Comprehensive Plan; the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9 acre EPCAL property consistent with the Reuse & Revitalization Plan; and

WHEREAS, the Town Board, pursuant to 6 NYCRR 617.6 (a)(1)(iv), made a preliminary classification of the proposed action as a Type I action, required the

preparation of Part 1 of the Full Environmental Assessment Form (EAF) and undertook coordinated review in accordance with 6 NYCRR Part 617.6(b)(3); and

WHEREAS, the Part 1 of the Full Environmental Assessment Form, a subdivision sketch plan (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) and a preliminary Draft Scope for the Draft Supplemental Generic Environmental Impact Statement were thereupon distributed to all involved agencies indicating the Town Board's intention to declare itself as lead agency if upon expiration of the coordination period, no objections to same had been received by the Town Board; and

WHEREAS, the Town received no objection from any involved agencies to the Town Board serving as lead agency; and

WHEREAS, the Town Board has caused the preparation of Parts 2 and 3 of the Full EAF for analysis of project impacts whose content indicate the potential for one or more significant impacts on the natural and social environment when compared to the criteria set forth in 6 NYCRR §617.7(c).

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board, upon completion of coordinated review pursuant to 6 NYCRR §617.6 hereby declares itself to be the Lead Agency for the proposed action; and be it further

RESOLVED, that the Riverhead Town Board classifies the proposed action as a Type I action pursuant to 6 NYCRR § 617.4; and be it further

RESOLVED, the Town Board finds the proposed action has the potential to result in significant adverse impacts to the environment, and hereby adopts the annexed Positive Declaration requiring that a Draft Supplemental Generic Environmental Impact Statement be prepared; and be it further

RESOLVED, that the Town Board will conduct formal public scoping; and be it further

RESOLVED, that the Planning Department is directed to file and publish the requisite notice of positive declaration and intent to proceed with formal public scoping in the Environmental Notice Bulletin in such manner as prescribed by the Department of Environmental Conservation pursuant to 6 NYCRR § 617.12, and file a copy with the Town Clerk of the Town of Riverhead, and make available for public view and inspection a copy of the Notice of Positive Declaration, Determination of Significance, together with a copy of the Draft Scope of Issues for anticipated Draft Supplemental Generic Environmental Impact Statement on the Town's website www.townofriverheadny.gov within five days from date herein; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution together with the Notice of Positive Declaration and the Determination

of Significance – Positive Declaration to Supervisor for Town of Riverhead, Town Planning Department, Town Attorney, Town Community Development Agency, VHB Engineering, Surveying and Landscape Architecture, PC, 2150 Joshua’s Path, Suite 300, Hauppauge, NY 11788, and to also forward copies to all involved and interested agencies as follows: Richard O’Dea, Chairman, Riverhead Planning Board, 200 Howell Avenue, Riverhead, NY 11901; Michael Reichel, Superintendent, Riverhead Sewer District, River Avenue, Riverhead, NY 11901; Gary Pendzick, Superintendent, Riverhead Water District, 1035 Pulaski Street, Riverhead, NY 11901; Chris Kempner, Director, Riverhead Community Development Agency, 200 Howell Avenue, Riverhead, NY 11901; Board of Fire Commissioners, Wading River Fire District, 1503 N. Country Road, Wading River, NY 11792; Board of Fire Commissioners, Manorville Fire District, 14 Silas Carter Road, Manorville, NY 11949; James L. Tomarken, MD, MPH, MBA, MSW, Commissioner, S.C. Department of Health Services, 3500 Sunrise Highway, Suite 124, Great River, NY 11739; Gilbert Anderson, P.E., Commissioner, S.C. Department of Public Works, 335 Yaphank Avenue, Yaphank, NY 11980; James F. Gaughran, Chairman, S.C. Water Authority, 4060 Sunrise Highway, Suite 1000, Oakdale, NY 11769; Peter A. Scully, Chair, Central Pine Barrens Joint Planning and Policy Commission, 624 Old Riverhead Road, Westhampton, NY 11978; Empire State Development Corporation/Long Island Regional Economic Development Council, c/o Andrea Lohneiss, Regional Director, 150 Motor Parkway, Hauppauge, NY 11788; Ruth Pierpont, Deputy Commissioner/Deputy SHPO, NYS Division for Historic Preservation, NYS Office of Parks, Recreation & Historic Preservation, Peebles Island State Park, P.O. Box 189, Waterford, NY 12188-0189; Subimal Chakraborti, Regional Director, NYS Department of Transportation, State Office Building 250 Veterans Memorial Highway, Hauppauge, NY 11788; Peter A. Scully, Regional Director, NYS Department of Environmental Conservation, SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790-3409; George Stafford, Director, Division of Coastal Resources, NYS Department of State, 99 Washington Avenue, Suite 1010, Albany, NY 12231-0001; Suffolk County Planning Commission, H. Lee Dennison Building, 4th Floor, 100 Veterans Memorial Hwy., P.O. Box 6100, Hauppauge, NY 11788-0099; The Honorable Ed Romaine, Supervisor, Town of Brookhaven, One Independence Hill, Farmingville, NY 11738; 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 a certified copy from the Town Clerk if needed.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
DETERMINATION OF SIGNIFICANCE
POSITIVE DECLARATION
NOTICE OF INTENT TO PREPARE A
DRAFT SUPPLEMENTAL GENERIC ENVIRONMENTAL IMPACT STATEMENT
PROPOSED COMPREHENSIVE DEVELOPMENT PLAN (REUSE &
REVITALIZATION PLAN), INCLUDING AMENDMENT OF TOWN OF RIVERHEAD
COMPREHENSIVE PLAN, AMENDMENT TO ZONING CODE, AND SUBDIVISION
OF EPCAL PROPERTY AT CALVERTON
HAMLET OF CALVERTON, TOWN OF RIVERHEAD, NEW YORK**

Date: June 18, 2013

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act [SEQRA]) and the implementing regulations therefor at 6 NYCRR Part 617.

The Town Board of the Town of Riverhead, as lead agency, has determined that the proposed action described below may have a significant effect on the environment and that a Draft Supplemental Generic Environmental Impact Statement (DGSEIS) will be prepared.

Name of Action: Proposed Comprehensive Development Plan, including amendment to Town of Riverhead Comprehensive Plan, Amendment to Zoning Code and Subdivision of EPCAL Property

Project Location: South side of New York State Route 25 (Middle Country Road), north of Grumman Boulevard, east of Wading River Manor Road, Hamlet of Calverton, Town of Riverhead

SEQR Status: Type I

Description of Action: The proposed action consists of the adoption of a comprehensive development plan (Reuse & Revitalization Plan), creation of a planned development zoning district; amendment of the Town of Riverhead Comprehensive Plan, the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9-acre EPCAL property to that planned development zoning district; and the subdivision of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space.

As the 2,323.9-acre EPCAL property is anticipated to be redeveloped over a multi-decade horizon, it is not possible to determine the precise uses or the precise square footage of each use that may be redeveloped. Moreover, as indicated in the *Real Estate Market Assessment Calverton Enterprise Park (EPCAL) Riverhead, New York*, prepared by RKG Associates, Inc. in association with Jeffrey Donohoe Associates LLC, dated December 8, 2011 (the "Market

Study”), there are a variety of different uses that would be feasible over the multi-decade redevelopment horizon, including, but not necessarily limited to:

- Multi-Modal Freight Village
- Agri-Business/Food Processing
- High-Tech Business/Green Technology/Research Park
- Mixed Use Planned Development

Thus, in order to ensure a comprehensive evaluation of the entire action (including the impacts of redevelopment) in accordance with SEQRA and its implementing regulations at 6 NYCRR Part 617, a conceptual development plan and subdivision plan have been prepared, and the DSGEIS will calculate a theoretical development program so that the environmental impacts associated with that theoretical development program can be fully evaluated in the DSGEIS.

As the EPCAL property includes regulated wetlands, land within the Wild, Scenic and Recreational Rivers System (WSRRS) for the Peconic River, and habitat for endangered species, the subdivision provides for maintenance of buffers of a minimum of 1,000 feet around designated wetlands (to accommodate documented and potential tiger salamander habitat), and also provides for approximately 596.4 acres of maintained grassland (458.1± acres of existing grassland to be maintained, and 138.3± acres of grassland to be created) to accommodate habitat for the short-eared owl. In addition, the subdivision provides for the preservation of 59.5± percent of natural area. This information will be fully documented in the DSGEIS.

The Town of Riverhead is also working with the New York State Legislature on legislation to designate the EPCAL property as an urban renewal area, set guidelines and time parameters for review of development actions and applications within EPCAL

Reasons Supporting This Determination:

1. The proposed subdivision and redevelopment of the EPCAL property will increase the intensity of use at the site, and will require the adoption of a new zoning district to allow the contemplated development.
2. The subject property contains designated wetlands and portions of the property are situated within the Wild, Scenic and Recreational Rivers System corridor, and the impact of the subdivision and redevelopment of the site must be assessed.
3. The EPCAL property is situated within the Long Island Central Pine Barrens and the Central Suffolk Special Groundwater Protection Area, each a designated Critical Environmental Area, and the impact of the proposed subdivision and redevelopment on same must be evaluated.

4. The EPCAL property provides habitat for endangered species (e.g., tiger salamanders and short-eared owls), and the impact of the proposed subdivision on these species must be assessed.
5. Water use and sanitary discharge will increase with the subdivision and redevelopment of the property, and the impacts to water resources and the Riverhead Water District/Suffolk County Water Authority and Sewer District and their respective facilities must be assessed.
6. The proposed subdivision and redevelopment of the EPCAL property will increase impervious surfaces and increase stormwater. This impact must be assessed.
7. The proposed subdivision and redevelopment would substantially increase traffic generated and may have air quality impacts. These issues must be assessed.
8. As the subdivision will likely be developed over several years, construction will occur over multiple years. Construction impacts must be evaluated.
9. As the visual characteristics of the property will change, based upon the development of the subdivision, aesthetic impacts must be assessed.
10. Previous historic/archaeological surveys have been conducted at the subject property. Upon conveyance of the subject property from the U.S. Navy to the Riverhead Community Development Agency, specific covenants on the subject property were established. Therefore, the impact of the proposed action, as it relates to such covenants regarding historic and archaeological resources, must be assessed.
11. The subject property was occupied by the U.S. Navy and subsequently operated by the Northrop Grumman Corporation. Operations at the site included assembling, flight testing, refitting and retrofitting naval aircraft. On-site operations generated hazardous waste from 1954 to 1996. Therefore, impacts to subsurface conditions must be examined.

Public Scoping: Formal Scoping will be conducted. A Draft Scope has been prepared and is available on the Town's website at www.townofriverheadny.gov. Copies are also available from the Town Clerk. A scoping hearing has been scheduled for July 16, 2013 at 7:30 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York. Written comments will also be accepted until July 23, 2013 at 12:00 noon.

For Further Information:

Contact Person: Jill Lewis, Deputy Town Supervisor

Address: Town of Riverhead
Town Hall
200 Howell Avenue
Riverhead, New York 11901

Telephone No.: 631-727-3200 Ext. 654

A Copy of this Notice has been Sent To:

Sean Walter, Town Supervisor
and Members of the Town of Riverhead Town Board
200 Howell Avenue
Riverhead, New York 11901
(631) 727 - 3200

Richard O’Dea, Planning Board Chairman
Riverhead Planning Board
200 Howell Avenue
Riverhead, New York 11901

Michael Reichel – Sewer District Superintendent
Riverhead Sewer District
River Avenue (off Riverside Drive)
Riverhead, New York 11901

Gary Pendzick – Water District Superintendent
Riverhead Water District
1035 Pulaski Street
Riverhead, New York 11901

Chris Kempner, Director
Riverhead Community Development Agency
200 Howell Avenue
Riverhead, NY 11901

Board of Fire Commissioners
Wading River Fire District
1503 N. Country Road
Wading River, New York 11792

Board of Fire Commissioners
Manorville Fire District
14 Silas Carter Road
Manorville, New York 11949

James L. Tomarken, MD, MPH, MBA, MSW, Commissioner
Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124
Great River, New York 11739

Gilbert Anderson, P.E., Commissioner
Suffolk County Department of Public Works:
335 Yaphank Avenue
Yaphank, New York 11980

James F. Gaughran, Chairman
Suffolk County Water Authority
4060 Sunrise Highway, Suite 1000
Oakdale, New York 11769

Peter A. Scully, Chair
Central Pine Barrens Joint Planning and Policy Commission
624 Old Riverhead Road
Westhampton, New York 11978

Empire State Development Corporation/Long Island Regional Economic Development Council
c/o Andrea Lohneiss, Regional Director
150 Motor Parkway
Hauppauge, New York 11788

Ruth Pierpont, Deputy Commissioner/Deputy SHPO
New York State Division for Historic Preservation
New York State Office of Parks, Recreation & Historic Preservation
Peebles Island State Park
P.O. Box 189
Waterford, New York 12188-0189

Subimal Chakraborti, Regional Director
New York State Department of Transportation
State Office Building
250 Veterans Memorial Highway
Hauppauge, New York 11788

George Stafford, Director
Division of Coastal Resources
New York State Department of State
99 Washington Avenue, Suite 1010
Albany, NY 12231-0001

Peter A. Scully, Regional Director
New York State Department of Environmental Conservation
SUNY @ Stony Brook
50 Circle Road
Stony Brook, New York 11790-3409

Joe Martens, Commissioner
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1750

Suffolk County Planning Commission
H. Lee Dennison Building – 4th Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

The Honorable Ed Romaine, Supervisor
Town of Brookhaven
One Independence Hill
Farmingville, New York 11738

This Notice has also been forwarded for publication in the Environmental Notice Bulletin.

SEQRA Positive Declaration
Proposed Subdivision of EPCAL Property at Calverton

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TOWN OF RIVERHEAD

Community Development Agency

Resolution # 11

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE OF SCOPING HEARING UPON DRAFT SCOPE FOR DRAFT SUPPLEMENTAL GENERIC ENVIRONMENTAL IMPACT STATEMENT REQUIRED FOR A COMPREHENSIVE DEVELOPMENT PLAN FOR EPCAL (EPCAL REUSE & REVITALIZATION PLAN), INCLUDING AMENDMENT TO TOWN OF RIVERHEAD COMPREHENSIVE PLAN, AMENDMENT TO ZONING, AND SUBDIVISION FOR THE FORMER CALVERTON NAVAL WEAPONS INDUSTRIAL RESERVE PLANT "EPCAL"

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Community Development Agency ("CDA") acting with and for the benefit of the Town, by Community Development Agency Resolution #4 adopted on February 1, 2011, authorized and retained the services of VHB Engineering, Surveying and Landscape Architecture, P.C. ("VHB") to assist the Town and CDA to update the 1996 Reuse Plan and provide services related thereto including, but not limited to, development of revised land use plan, associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process for land known as EPCAL, approximately 2,323.9 acres of land owned by the Community Development Agency which is located on the south side of New York State Route 25, north of Grumman Boulevard and east of Wading River Manor Road, Hamlet of Calverton, Town of Riverhead, Suffolk County; and

WHEREAS, the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, by Community Development Agency Resolution #5 adopted on May 7, 2013, authorized acceptance for SEQR purposes the Full Environmental Assessment Form (EAF) Part 1 for the proposed action, to wit: the creation of a conceptual development plan (Reuse & Revitalization Plan) including subdivision (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space; the amendment to the Town of Riverhead Comprehensive Plan; the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9 acre EPCAL property consistent with the Reuse & Revitalization Plan; and

WHEREAS, as stated above and for the purpose of ensuring a comprehensive evaluation of the entire action (including the impacts of redevelopment in accordance with the proposed subdivision) and in accordance with the State Environmental Quality Review Act (SEQRA) and its implementing regulations at 6 NYCRR Part 617, VHB prepared a conceptual development plan, subdivision and calculated a theoretical development program pursuant to the proposed subdivision all of which would be evaluated in accordance with SEQRA and its implementing regulations; and

WHEREAS, in addition to above, VHB prepared a preliminary Draft Scope for the Draft Supplemental Generic Environmental Impact Statement (SGEIS) pursuant to NYCRR Part 617.8(b); and

WHEREAS, the Town, consistent with above and pursuant to 6 NYCRR 617.6(b)(3)(i), distributed the Full Environmental Assessment Form (EAF) Part 1, the Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013 and the preliminary Draft Scope to all involved and interested agencies indicating the Town Board's intention to declare itself as lead agency if, upon expiration of the coordination period, no objections to same had been received by the Town Board; and

WHEREAS, no objections were received to the Town Board serving as lead agency, the Town Board, by CDA Resolution #10 adopted on June 18, 2013, pursuant to 6 NYCRR 617.6(b)(3) declared itself as the Lead Agency for the proposed action more fully described above; and

WHEREAS, the Town Board, by CDA Resolution #10 adopted on June 18, 2013, classified the proposed action as a Type I action pursuant to 6 NYCRR Part 617.4(b); and

WHEREAS, the Town Board, by CDA Resolution #10 adopted on June 18, 2013, determined that the proposed action may result in one or more significant adverse environmental impacts and issued a Positive Declaration requiring preparation of a Draft Supplemental Generic Environmental Impact Statement with formal public scoping; and

WHEREAS, at the request of the Town Board, a Draft Scope has been prepared; and

WHEREAS, the Town Board, by CDA Resolution #10 adopted on June 18, 2013, directed that the Planning Department to file and publish the requisite notice of positive declaration of significance pursuant to Part 617.12 including the intent to conduct formal public scoping and to post the Draft Scope to the Town's webpage and to otherwise make it available for public review.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, desires to hold a Scoping Hearing on the Draft Scope of Issues required for Draft Supplemental

Generic Environmental Impact Statement pursuant to NYCRR Part 617.8(e); and be it further

RESOLVED, that the Town Clerk is authorized and directed to publish and post the attached notice of Scoping Hearing as required pursuant to 6 NYCRR 617.12(b) in the June 27, 2013 edition of the official newspaper of the Town of Riverhead; and be it further

RESOLVED, that a hard copy of the Draft Scope of Issues for anticipated Draft Supplemental Generic Environmental Impact Statement will be available for public review and inspection on the Town's website www.townofriverheadny.gov and in the Office of the Town Clerk, Monday through Friday, from 8:30 am to 4:30 pm beginning on the 27th day of June, 2013; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution and the Draft Scope to all involved and interested agencies listed in the EAF (see SEQRA Determination of Significance and Positive Declaration); and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF SCOPING HEARING**

PLEASE TAKE NOTICE, that a public Scoping Hearing will be held before the Town Board of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York on the 16th day of July, 2013, at 7:30 p.m. on the Draft Scope for the Draft Supplemental Generic Environmental Impact Statement supporting the proposed action, to wit: the creation of a conceptual development plan (Reuse & Revitalization Plan) including subdivision (referred to as Alternative Subdivision Sketch C for Enterprise Park at Calverton dated April 26, 2013) of the EPCAL property into 50 lots for ultimate redevelopment with a mix of uses (e.g., business [commercial and retail], industrial, residential, recreation, utilities) and the retention of substantial open space; the amendment to the Town of Riverhead Comprehensive Plan; the amendment of the zoning code and zoning map of the Town of Riverhead to rezone the 2,323.9 acre EPCAL property consistent with the Reuse & Revitalization Plan for property owned by the CDA within EPCAL described as approximately 2,323.9 acres of real property located south of Middle Country Road (SR25), north of Grumman Boulevard and east of Wading River Manor Road (CR25), Calverton Hamlet, being more particularly described as Suffolk County Tax Map No. 0600-135-1-7.1,7.2,7.3&7.4.

PLEASE TAKE FURTHER NOTICE, the Town Board shall accept written comments on the Draft Scope for the Draft Supplemental Generic Environmental Impact Statement at any time prior to the hearing and for a period of one week after the close of the hearing. Please submit all written comments in a sealed envelope clearly marked **“Comments EPCAL Reuse & Revitalization Plan Draft Scope of Issues”** and all comments must be received (mailed or hand delivered) to the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901 on or before July 23rd, 2013 at 12:00 noon.

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 12

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT
WITH STONY BROOK UNIVERSITY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Chairman to execute a License Agreement in substantially the same form as attached between the Town of Riverhead Community Development Agency and Stony Brook University in connection with the utilization of a portion of Town of Riverhead-Enterprise Park at Calverton Western Runway, Grumman Boulevard/River Road, Calverton for tracking sea breezes and thunderstorm development on Long Island; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dr. Brian Colle, Stony Brook University, Administration Building, Room , Stony Brook, New York 11794-1212; 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, CDA resolution #12 was **TAKEN OFF THE FLOOR**

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
Immediately thereafter followed by the motion to **ADOPT**

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Thereupon Duly Declared Adopted

**LICENSE AGREEMENT BETWEEN THE
TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
AND STONY BROOK UNIVERSITY**

This Contract is made and entered into as of this ____ day of June, 2013, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York ("CDA") and Stony Brook University, a university center of the State of New York (the "Licensee").

WHEREAS, Licensee has embarked upon a collaborative project using the Doppler on Wheels (DOW) to track sea breeze and thunderstorm development on Long Island; and

WHEREAS, due to the need to provide 360 degree view at inland locations, the Licensee has indentified the former Grumman property at Calverton now commonly known as Calverton Enterprise Park (the "Park"); and

WHEREAS, CDA owns fee title and controls approximately 2500 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park (the "Park"); and

WHEREAS, the Licensee wishes to use the seven thousand (7,000) foot runway (the inactive runway) to conduct testing to track sea breeze and thunderstorm development at an inland location for a term commencing on June 18, 2013 and ending on July 3, 2013; and

WHEREAS, CDA desires to grant to Licensee and Licensee desires to obtain from CDA a license in order for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to track sea breeze and thunderstorm development on Long Island.

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

1. Licensed Area, Use and Term: The area licensed by CDA to Licensee hereunder (the "Licensed Area") shall consist of part of the seven thousand (7,000) foot runway, as depicted by the cross-hatching on Exhibit A attached hereto and made a part hereof and shall include the improvements thereon including but not limited to any building, structure, any necessary equipment and any appurtenances thereto, such as appropriate means for ingress and egress upon the terms and conditions set forth hereunder. This License will provide Licensee and its contractors, employees, representatives, agents use and occupancy of the Licensed Area commencing on June 18, 2013 and terminating on July 3, 2013 (the "Term") for purposes of network set-up, conducting testing, tear down of network set-up and clean-up. The hours of operation for testing shall be from 7:00 a.m. to 10:00 p.m. The Licensee, its employees, representatives, agents use shall not install, affix or make any permanent structures to the Licensed Area. The use of the Licensed Area shall consist without limitation of the following; one DOW, and 3 -5 personal vehicles of support staff, employees and agents necessary to the conduct the tracking described herein (collectively, the "Permitted Use").

2. Compliance With Laws: Licensee shall at all times during the Term, comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder arising out of Licensee's Permitted Use and will secure any and all permits or licenses required for its activities and operations carried out at the Licensed Area. CDA agrees to cooperate with Licensee by providing any information at its disposal and otherwise use its best efforts to assist Licensee in pursuing its applications for all necessary approvals.

3. Compensation: No consideration shall be required for this License.

4. Responsibilities of Licensee: Subject to the terms of this Agreement, Licensee will be responsible for carrying out and shall have exclusive control of all operations associated with the within described activities. At the conclusion of the license period, Licensee will promptly commence garbage and rubbish removal and cleanup (the "Cleanup") so that the Licensed Area is delivered back to CDA in the same condition

(normal wear and tear excepted) as delivered to Licensee on the commencement date of the Term. Licensee will remove all refuse, rubble, garbage and debris created as a result of its use and activities at the Licensed Area and dispose of the same at an appropriate waste facility.

5. Authority of CDA:

CDA represents and warrants that it owns fee title to the Licensed Area and has all the requisite authority necessary to enter into this agreement.

6. Insurance and Indemnification: Licensee will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to CDA. Licensee shall provide certificate of the foregoing insurance, showing CDA and the Town of Riverhead as additional insureds to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Licensed Area as described herein including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Licensee and its employees, agents and representatives, of the Licensed Area, excepting liability caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

7. Miscellaneous Responsibilities of Licensee: Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, Licensee will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary in connection with the Permitted Use and related activities to take place, including, but not limited to, all planning, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development. If applicable, Licensee will obtain all necessary approvals required for the Permitted Use and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Permitted Use or related activities. CDA shall use its best efforts to facilitate the Licensee's acquisition of such necessary

approvals. In addition, Licensee will take all actions necessary to restore the Property to its condition existing on the date of the commencement of the Term (normal wear and tear excepted) under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

8. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party. Licensee shall, however be allowed to change the name of either the Licensee entity in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

9. Conditions To License Agreement: The rights and obligations of both CDA and Licensee hereunder are conditioned on: Licensee's receipt of the necessary approvals for its Permitted Use, if applicable. If Licensee is unsuccessful in obtaining the necessary approvals, then this Agreement shall terminate and the obligations of each party herein shall be null and void.

10. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Licensee has caused this instrument to be signed on its behalf by Dr. Brian Colle for Stony Brook University, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by

Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Stony Brook University

**Town of Riverhead Community
Development Agency**

**By: _____
Name: Dr. Brian Colle
Title: Project Leader**

**By: _____
Name: Sean M. Walter
Title: Chairman**

**EXHIBIT "A" TO
LICENSE AGREEMENT BETWEEN TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY AND STONY BROOK UNIVERSITY
(DOPPLER ON WHEELS)**



RUNWAY AREA: 395,620 SQ FT



TOWN OF RIVERHEAD

200 HOWELL AVE

ENTERPRISE PARK AT EPCAL

Abandoned Runway, SCPD License Agreement

Scale: 1" = 800'

06.18.13
130471

ADOPTED

TOWN OF RIVERHEAD

Resolution # 471

21st CENTURY ONCOLOGY
WATER SERVICE CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #133 adopted 2/2/13 adopted a budget for 21st Century Oncology for the installation of a new 8" water service connection; and

WHEREAS, an additional \$68.99 was received from Theriac Enterprises of Riverhead for additional work from Bancker Construction.

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>
412.092705.421050.30108	Developer Fees	\$ 68.99	
412.083200.523002.30108	Water Main/Service		\$ 68.99

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130472

ADOPTED

TOWN OF RIVERHEAD

Resolution # 472

**1044 PARKWAY STREET LAUNDRY
RIVERHEAD SEWER DISTRICT
CAPITAL IMPROVEMENT PROJECT**

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Riverhead Sewer District has received funds to provide a Map and Plan with regard to the extension of the sewer district for an industrial laundry facility.

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

		<u>FROM</u>	<u>TO</u>
414.092705.421050.20039	Developer Fees	19,500	
414.081300.543504.20039	Professional Service Engineer		19,500

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130473

ADOPTED

TOWN OF RIVERHEAD

Resolution # 473

ANIMAL SHELTER DONATION
BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, The Town hired an Animal Behaviorist to evaluate dogs at the animal shelter; and

WHEREAS, a budget adjustment is required to process the payment for such services.

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>
028.000000.499999	Fund Balance	1,000	
028.035100.543220	Professional Services		1,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130474

ADOPTED

TOWN OF RIVERHEAD

Resolution # 474

**CALVERTON RECREATION PARK
CAPITAL PROJECT**

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #312 adopted 4/16/2013 authorized the execution of a change order for the Calverton Recreation Park Capital Project #70015; and

WHEREAS, the final payment to account for the change order and retainage requires a \$372.56 transfer from the appropriation of Professional Services.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget and transfer the following funds:

	<u>FROM</u>	<u>TO</u>
406.071100.543150.70015 Professional Services - Engineers	\$ 372.56	
406.071100.523039.70015 Infrastructure Improvements		\$372.56

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130475

ADOPTED

TOWN OF RIVERHEAD

Resolution # 475

GENERAL FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #908 adopted 12/6/11 authorized a settlement agreement for a barrier to discourage vehicles from driving on private beach property:
and

WHEREAS, a budget adjustment is required to pay the invoice.

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>
001.016200.542500	Supplies & Service	4,000	
001.071800.541000	Repairs & Maintenance		4,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130476

ADOPTED

TOWN OF RIVERHEAD

Resolution # 476

**NORTHVILLE COMMERCE PARK ASSOCIATES
WATER SERVICE CAPITAL PROJECT**

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$12,477.93 has been received from Diamond Builders, for the installation of a fire hydrant located on Northville Turnpike in Riverhead; and

WHEREAS, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of a fire hydrant.

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>
412.092705.421050.30113	Developer Fees	12,477.93	
412.083200.523014.30113	Utility Installation		12,477.93

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130477

ADOPTED

TOWN OF RIVERHEAD

Resolution # 477

PHASE II - ROUTE 58 RETAIL STORES - HEADRIVER LLC
WATER SERVICE CAPITAL PROJECT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, \$84,055.19 has been received from Headriver LLC, for the installation of a water service installation located on Old Country Road; and

WHEREAS, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service.

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>
412.092705.421050.30111	Developer Fees	84,055.19	
412.083200.523002.30111	Water Main/Service		84,055.19

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130478

ADOPTED

TOWN OF RIVERHEAD

Resolution # 478

**SABER RIVERHEAD LLC
WATER SERVICE CAPITAL PROJECT**

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, \$75,560.26 has been received from Saber-Riverhead LLC, for the installation of a water service installation located on Old Country Road; and

WHEREAS, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service.

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>
412.092705.421050.30110	Developer Fees	75,560.26	
412.083200.523002.30110	Water Main/Service		75,560.26

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130479

ADOPTED

TOWN OF RIVERHEAD

Resolution # 479

WALMART - OLD COUNTRY ROAD
WATER SERVICE CAPITAL PROJECT

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, \$76,858.22 from Headriver LLC and \$53,939.86 from E.W. Howell Co, LLC has been received for the installation of a water service installation located on Old Country Road; and

WHEREAS, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service.

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>
412.092705.421050.30112	Developer Fees	130,798.08	
412.083200.523002.30112	Water Main/Service		130,798.08

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 480

AUTHORIZES EXECUTION OF HOME CONTRACT BETWEEN THE TOWN OF RIVERHEAD AND SUFFOLK COUNTY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Community Development Department operates a Home Improvement Program to assist low to moderate income homeowners with emergency repairs to improve the housing stock in the Town of Riverhead; and

WHEREAS, the existing conditions of the property located at SCTM# 0600-119.-2-48 are substandard and in need of substantial and urgent repair;

WHEREAS, a scope of work has been developed by the Community Development Department and a bid has been awarded.

WHEREAS, the Community Development Department has applied to Suffolk County Community Development for \$40,000 in U.S. Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program ("HOME") grant funds.

WHEREAS, the Suffolk County Community Development has approved this application and prepared a contract; and

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the required agreement between Suffolk County and the Town of Riverhead subject to review and approval by the Town Attorney; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Community Development Director, Jill Rosen-Nikoloff-Thompson, Suffolk County Community Development, P.O. Box 6100, Hauppauge NY 11788-0099 and an electronic copy of the adopted resolution to the Community Development Department and the Accounting Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130481

ADOPTED

TOWN OF RIVERHEAD

Resolution # 481

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
I LOVE NEW YORK TOURISM FUNDING**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

WHEREAS, each Region will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead Board along with additional public and private partners seeks to submit a funding application for tourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with the Long Island Motorcoach Mobility (Seven Bus) Project; and

WHEREAS, the proposed tourism outreach project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop tourism to create jobs, enhance tax base, and incentivize private investment in the region; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a “Transformative Project” funding proposal to New York State on or before June 28, 2013, and a general CFA fund proposal to New York State on or before August 12, 2013, for application for tourism funding to service businesses in the Town of Riverhead and Eastern Long Island in partnership with the Long Island Motorcoach Mobility (Seven Bus) Project; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130482

ADOPTED

TOWN OF RIVERHEAD

Resolution # 482

APPOINTS SEASONAL CALL- IN LIFEGUARDS TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

NOW THEREFORE BE IT RESOLVED, that effective June 19, 2013 through and including September 2, 2013, this Town Board hereby appoints the attached list of Call-In Lifeguards to the Recreation Department

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
6/18/13 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Hennenlotter	Deborah	Call-In Lifeguard	XI	6/19/13	9/2/13	\$15.80
McCormick	Conor	Call-In Lifeguard	I	6/19/13	9/2/13	\$11.00
McCormick	Ryan	Call-In Lifeguard	I	6/19/13	9/2/13	\$11.00
Woolley	Madison	Call-In Lifeguard	I	6/19/13	9/2/13	\$11.00

TOWN OF RIVERHEAD

Resolution # 483

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

NOW THEREFORE BE IT RESOLVED, that effective June 18th,2013 this Town Board hereby appoints Jaron Greenidge to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130484

ADOPTED

TOWN OF RIVERHEAD

Resolution # 484

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective June 18, 2013 this Town Board hereby appoints Michael Van Bommel to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130485

ADOPTED

TOWN OF RIVERHEAD

Resolution # 485

AMENDS RESOLUTION #418

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #418 depicts the incorrect hourly rate and needs to be amended as follows:

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby amends the rate of pay for Kristina Amato to the position of Fill-In Summer Recreation Program Leader, Level II, starting June 1, 2013 through and including August 23, 2013 to be paid the rate of \$14.85 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 486

**APPROVES EXTENSION OF PERFORMANCE SECURITY POSTED BY
STONELEIGH WOODS AT RIVERHEAD, LLC IN CONNECTION WITH THE
CONDOMINIUM PROJECT ENTITLED
“STONELEIGH WOODS OF RIVERHEAD, LLC”
(Road and Drainage Improvements)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board, by Resolution #640 adopted on July 5, 2006, did accept Platte River Insurance Company Bond #41060477 in the amount of \$467,625.00 representing road and drainage improvements to be completed within the condominium project entitled “Stoneleigh Woods at Riverhead, LLC”; and

WHEREAS, the Riverhead Planning Board, by Resolution #2011-0060, dated October 20, 2011, did approve two 2-year extensions for the above referenced performance security representing the periods of May 6, 2008 through May 6, 2010 and May 6, 2010 through May 6, 2012; and

WHEREAS, it has been requested by Stoneleigh Woods at Riverhead, LLC that an additional extension be granted for the performance security posted representing the road and drainage improvements to be completed within the condominium project; and

WHEREAS, the Riverhead Planning Board, by Resolution #2013-0048, dated June 6, 2013, did recommend the approval of a two-year extension for the above referenced performance security representing the road and drainage improvements to be completed within the condominium project to May 6, 2014; and

WHEREAS, Water Key Money in the amount of \$152,500.00 and Park and Recreation Fees in the amount of \$180,000.00 have been paid in connection with this condominium project.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves a two-year extension of time for the performance security posted representing the road and drainage improvements to be completed within the condominium project as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the condominium project to May 6, 2014; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles R, Cuddy, Esq., P.O. Box 1547, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130487

ADOPTED

TOWN OF RIVERHEAD

Resolution # 487

APPOINTS AN ASST. RECREATION LEADER II TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

NOW THEREFORE BE IT RESOLVED, that effective June 18th, 2013, this Town Board hereby appoints Thomas Crabb to the position of Call-In Asst. Recreation Leader II, to be paid the rate of \$12.70 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130488

ADOPTED

TOWN OF RIVERHEAD

Resolution # 488

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Recreation Aide II (Level 2) is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective June 18th, 2013, this Town Board hereby appoints Amanda Commins to the position of Call-In Recreation Aide II, to be paid the rate of \$10.00 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 Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130489

ADOPTED

TOWN OF RIVERHEAD

Resolution # 489

APPOINTS A SEASONAL WATER SAFETY INSTRUCTOR TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Seasonal Water Safety Instructor is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective June 24, 2013, through and including September 2, 2013, this Town Board hereby appoints Lawrence Loesch to the position of Seasonal Water Safety Instructor Level I to be paid the rate of \$11.25 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130490

ADOPTED

TOWN OF RIVERHEAD

Resolution # 490

APPOINTS SEASONAL RECREATION AIDES TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, seasonal Recreation Aides are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

NOW THEREFORE BE IT RESOLVED, that effective June 18, 2013 through and including August 23, 2013, this Town Board hereby appoints the attached list of Summer Recreation Aides to the Recreation Department

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
6/18/13 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Ambro	Matthew	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Chizever	Chelsea	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Clark	Emalee	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
D'Angelo	Giuseppinna	Summer Rec. Aide	III	6/18/13	8/23/13	\$10.20
Graziano	Amanda	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Hughes	Eric	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Morgan	Darius	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Piro	Joseph	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00
Tuthill	Ashley	Summer Rec. Aide	I	6/18/13	8/23/13	\$9.00

06.18.13
130491

ADOPTED

TOWN OF RIVERHEAD

Resolution # 491

APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(Family Festival – July 4, 2013 through July 7, 2013)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on May 15, 2013, 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 and John Zoumas of Zoumas Contracting, No # Route 25A, Wading River, New York between the hours of 6:00 p.m. and 11:00 p.m.; and

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

WHEREAS, Peconic Bay Medical Center has completed and filed a Short 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 and John Zoumas of Zoumas Contracting, No # 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 must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

RESOLVED, that 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 July 4, 2013; 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 Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 492

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
NEWTON SHOWS
(Family Festival/Carnival – July 6, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 5, 2013, Newton Shows submitted a Fireworks Permit Application for the purpose of conducting a fireworks display on Saturday, July 6, 2013 at 10:15 p.m., having a rain date of Sunday, July 7, 2013, to be held on property owned by Kenny Barra of Knightland Inc. located at 6164 Route 25A, Wading River, New York, in connection with the previously approved Chapter 90 event hosted by the Peconic Bay Medical Center entitled a “Family Festival”, to be held on July 4, 2013 through July 7, 2013; and

WHEREAS, Newton Shows has paid the applicable Fireworks Permit Application fee; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Wading River Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Pyro Engineering, Inc., d/b/a Bay Fireworks) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Newton Shows, for the purpose of conducting a fireworks display to be held at 6164 Route 25A, Wading River, New York on Saturday, July 6, 2013 at 10:15 p.m., having a rain date of Sunday, July 7, 2013, is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Wading River Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 3:00 p.m. and 5:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Marshal and the Wading River Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 5:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire

Marshal upon request.

- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.
- Fireworks display shall be limited to the size described on the application.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Newton Shows, 4075 Jericho Turnpike, East Northport, New York, 11731 and Pyro Engineering, Inc., d/b/a Bay Fireworks, 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130493

ADOPTED

TOWN OF RIVERHEAD

Resolution # 493

APPOINTS A CALL-IN 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 June 18th,2013 this Town Board hereby appoints Kathleen Gregory to the position of Call-in Recreation Aide I, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130494

ADOPTED

TOWN OF RIVERHEAD

Resolution # 494

**TOWN OF RIVERHEAD ACCEPTS OFFER OF GIFT
FROM ADVANCED IMAGING SYSTEMS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Advanced Imaging Systems has offered to gift or donate a Samsung color laser printer, Model CLP-650N to the Town of Riverhead for use in the Senior Citizen Center; and

WHEREAS, pursuant to Town Law §64(8), the Town Board, on behalf of its residents, may accept a gift for public use or benefit,

NOW THEREFORE BE IT RESOLVED, that the Town Board finds that the acceptance of a Samsung color laser printer, Model CLP-650N from Advanced Imaging Systems at no cost to the Town is in the best interest of the Town of Riverhead; and be it further

RESOLVED, that the Riverhead Town Board accepts the gift of a color printer from Advanced Imaging Systems; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Advanced Imaging Systems, 946 West Main Street, Riverhead, New York, the Accounting Office and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130495

ADOPTED

TOWN OF RIVERHEAD

Resolution # 495

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SUFFOLK COUNTY FOR TRAFFIC CONTROL DEVICES AT SHOPPING CENTER OF SABER-RIVERHEAD, LLC

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Suffolk County, acting through the Department of Public Works for installation of traffic control devices at the Shops at Riverhead/Saber Shopping Center on County Road 58, approximately 1200 feet east of Kroemer Avenue, Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Suffolk County Department of Public Works, Engineering Department and the Office of the Town Attorney; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Law Dept. No.
As Revised 2/26/13

AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of Riverhead ("TOWN"), having its principal office at Town Hall, 200 Howell Avenue, Riverhead, NY 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A", "Exhibit B", and "Exhibit C", attached hereto and made a part hereof.

TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of this Agreement.

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

TOWN OF RIVERHEAD

DEPARTMENT OF PUBLIC WORKS

By:

APPROVED:
By:

SEAN WALTER Date
Supervisor or Designee



For GILBERT ANDERSON, P.E. Date 5/22/13
Commissioner

APPROVED AS TO LEGALITY:

COUNTY OF SUFFOLK

DENNIS M. BROWN
Suffolk County Attorney
By:

By: _____

Name: _____

BASIA DEREN BRADDISH Date
Assistant County Attorney

Title: _____

Date: _____

Law Dept. No.
As Revised 2/26/13

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs, flashing beacons, associated appurtenances and the like in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of CR 58, Old Country Road, @ the Shops at Riverhead/Saber Shopping Center (1,200 feet east of Kroemer Avenue), Riverhead for the improvement of traffic conditions at that location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, pursuant to Section 1652-b of the Vehicle and Traffic Law, the County is authorized to install traffic signals, provided that they are adequately supported by a request and investigation, and that the governing body with jurisdiction over the highway, road, or street enters into an agreement with the County regarding the erection and maintenance of the signal; and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises, and representations herein contained, the parties hereto agree as follows:

1. **Definitions:** The following terms, whenever used in this Agreement, shall have the following meaning:

Devices: Traffic signals, markings, signs, flashing beacons, associated appurtenances, and the like.

Permit Applicant: The entity installing a Device under a Suffolk County Highway Work Permit using a design approved by the Department.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. **Design and Installation:** The COUNTY shall, upon consultation with the Town regarding the engineering and design of the Devices, install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices at the location set forth above.

Law Dept. No.
As Revised 2/26/13

3. Ownership:

- A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.
- B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. Operation and Maintenance:

- A. All costs incurred in the operation and maintenance of the Devices after installation of the Device(s), including any and all charges for electricity, shall be borne by the TOWN or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.
- B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current (as of the date of assumption) Maintenance Specifications of the DEPARTMENT. A copy of said specifications is and will be available upon request at the DEPARTMENT.
- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices, the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. Modification of Devices: The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. Representations and Warranties:

- A. The TOWN shall enact any ordinance, order, rule, or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees, and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply with all applicable rules, regulations, and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.

Law Dept. No.
As Revised 2/26/13

- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice, during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. Violation

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for any or all traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN related to this Agreement, procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the COUNTY for the TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
 - i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Law Dept. No.
As Revised 2/26/13

- iv. **PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)**, that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a **COMPREHENSIVE GENERAL LIABILITY INSURANCE** policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York.
 - C. The County of Suffolk must be named Additional Insured, and the TOWN shall furnish annually to the COUNTY, a declaration page for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
 - D. All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal, or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division at 700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice.
 - E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this **Section 8** and provide Declaration Pages with fifteen (15) days of ceasing to be self-insured.
 - F. In the event the TOWN fails to provide the Declaration Pages or certificates of insurance, or fails to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.

Law Dept. No.
As Revised 2/26/13

- G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.

9. **Indemnification:** To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify, and hold harmless the County and its officers, officials, employees, contractors, agents, and other persons (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the TOWN in connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, or agents, if any, in connection with the services described or referred to in this Agreement.

10. **Licenses:** The TOWN covenants, warrants, and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, all required authorization(s), registration(s), license(s), or permit(s) (hereinafter collectively referred to as a "License") required by State, COUNTY, or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents, and subcontractors providing Services, including names, area of License, License numbers, and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions, or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.

11. **Offset of Arrears or Default:** The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor, or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.

12. **Termination:** In the event that the COUNTY, by legislation or written agreement, assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be null and void, and of no further consequence during the period of such assumption by the COUNTY.

13. **Merger; Modification:** This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

Law Dept. No.
As Revised 2/26/13

14. Certification: The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

15. Set-Off Rights: The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

16. Federal Copyright Act: The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction: This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

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Law Dept. No.
As Revised 2/26/13

EXHIBIT "B"

Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

Law Dept. No.
As Revised 2/26/13

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

Law Dept. No.
As Revised 2/26/13

the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

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

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

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

Law Dept. No.
As Revised 2/26/13

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Non-responsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Legislative Requirements Exhibit

TOWN OF RIVERHEAD

Resolution # 496

AMENDS RESOLUTION #99 OF 2013
(AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #99 adopted by the Riverhead Town Board on February 5, 2013, authorized a Sewer District employee to attend a Wastewater Treatment Operators Certification Course entitled "Basic Operations of Wastewater Treatment Plants" to be held on May 13, 2013 through May 24, 2013; and

WHEREAS, said resolution incorrectly stated the course dates of May 13, 2013 through May 24, 2013; and

WHEREAS, the correct course dates for the aforementioned course is September 9, 2013 through September 20, 2013.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby amends Resolution #99 dated February 5, 2013, to reflect an amendment to the resolution to amend the aforementioned course dates; and be it further

RESOLVED, that all other terms and conditions of Resolution #99 shall remain in full force and effect; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 497

AMENDS RESOLUTION #98 OF 2013
(AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #98 adopted by the Riverhead Town Board on February 5, 2013, authorized a Sewer District employee to attend a Wastewater Treatment Operators Certification Course entitled "Basic Laboratory Procedures" to be held on June 10, 2013 through June 14, 2013; and

WHEREAS, said resolution incorrectly stated the course dates of June 10, 2013 through June 14, 2013; and

WHEREAS, the correct course dates for the aforementioned course is October 21, 2013 through October 25, 2013.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby amends Resolution #98 dated February 5, 2013, to reflect an amendment to the resolution to amend the aforementioned course dates; and be it further

RESOLVED, that all other terms and conditions of Resolution #98 shall remain in full force and effect; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 498

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH SYBATECH, INC. (CodePAL)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Fire Marshal's Office wishes that software with Code Pal (Sybatech, Inc.) be considered to assist that Department's operations; and

WHEREAS, in order to evaluate the systems effectiveness, the Town and Sybatech, Inc. will be required to share information that is confidential and proprietary; and

WHEREAS, the parties have determined that it is proper and appropriate that a Mutual Non Disclosure Agreement be entered.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Mutual Non Disclosure Agreement with Sybatech, Inc., which Agreement shall be in substantially the same form annexed hereto; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective this day of , 2013, by and between **CodePAL [is the company Sybatech, Inc., (“Sybatech”)]** having an address at **P.O Box 9047, Springfield, IL 62791**, and the **Town of Riverhead, New York, (“Town”)** with its principal office at **200 Howell Avenue, Riverhead, New York**.

WHEREAS, Sybatech and Town, (collectively “the Parties”) are discussing a potential business transaction or relationship for Sybatech to provide professional services to the Town (the “Business Opportunity”) in which discussions and negotiations between the parties may disclose to each other certain confidential information, proprietary, and secret information to the other, to be held in trust and confidence, and to be used solely to evaluate the Business Opportunity.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of this Agreement, the term “Confidential Information” means all information which is exchanged under this Agreement, provided that, when exchanged, such information is in written or other permanent form and is identified as confidential to the originating party by clear and conspicuous markings. Any such information in another form when exchanged shall be considered Confidential Information hereunder, but only to the extent the disclosure of the information is accompanied by a written statement that the content of the information is confidential.
2. Confidential Information may include technical information as well as information about plans and strategies for product or service offerings, promotions, clients, prospective clients, and related non-technical business information which the disclosing party considers to be confidential, whether owned by the disclosing party or a third party.
3. Each party shall preserve Confidential Information received from the other party in confidence for a period of two (2) years after receipt. During this period, each party shall refrain from disclosing such Confidential Information to any third party without written authorization from the other party.
4. Each party shall use Confidential Information received from the other party solely in furtherance of the matters contemplated by this Agreement. The parties agree to restrict disclosure of the Confidential Information to its employees and agents who have an established need to know such information in order to jointly market or deliver the parties’ products and services, and then only to the employees and agents who have been advised of the confidential nature of the information and have agreed to protect its secrecy and be bound by the terms of this Agreement. Sybatech will not copy, transmit, reproduce, summarize, quote, for any commercial use of any Confidential Information, or copy or make any commercial use of confidential

information. Sybatech may use the Confidential Information only as necessary to evaluate the Business Opportunity.

5. The obligations set forth above shall be considered satisfied by each party through the exercise of the same degree of care used to restrict disclosure and use of its own information of like importance. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
6. This Agreement shall not restrict disclosure or use of Confidential Information that is:
 - a. Known to the receiving party without restriction when received; or
 - b. Developed independently by the receiving party; or
 - c. Obtained from a source other than the originating party through no breach of confidence by the receiving party; or
 - d. In the public domain when received, or thereafter enters the public domain through no fault of the receiving party; or
 - e. Disclosed by the originating party to a third party without restriction; or
 - f. Disclosed by the receiving party with the disclosing party's prior written approval; or
 - g. Disclosed under requirement of law.
7. The parties each agree that, due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for unauthorized disclosure or use of Confidential Information as a result of any breach of this Agreement by the receiving party and that such disclosure could cause irreparable harm or injury to the disclosing party. Accordingly, the parties agree that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.
8. Confidential Information shall remain the property of the originating party. Neither this Agreement nor the exchange of Confidential Information hereunder shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either party. Nothing contained in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
9. Upon termination of this Agreement, each party shall cease use of Confidential Information received from the other party and shall destroy all such Confidential Information, including copies thereof, then in its possession or control, promptly furnishing the originating party with written certification of such destruction.

Alternatively, at the request of the originating party, the receiving party shall return all such Confidential Information and copies to the originating party.

10. For so long as this Agreement is in effect and for a period of one (1) year after termination, each party agrees not to solicit or make offers of employment to or enter into consultant relationships with, any employee or consultant of the other party who was involved, directly or indirectly, in the performance of this Agreement, unless first discharged by decision of the employer.
11. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties on such subject matter. This Agreement may be modified only in writing signed by a duly authorized representative of the parties.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and, where applicable, the law of the United States of America. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation and appeal (including without limitation attorneys' fees and costs), in addition to any other remedy to which the prevailing party is entitled. The parties hereby consent to the personal jurisdiction of the courts of the State of New York, sitting in the County of Suffolk, and/or the jurisdiction of the United States District Court for the Eastern District of New York, in any action brought in connection with this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Code Pal

Town of Riverhead

Signature

Signature

Print Name: George Fagan

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

06.18.13
130499

ADOPTED

TOWN OF RIVERHEAD

Resolution # 499

**AUTHORIZES SETTLEMENT WITH
MHC THURMS LLC AND HOMETOWN THURMS ESTATE, LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Town Board resolution 152, adopted on February 20, 2013, the Town Board of the Town of Riverhead authorized the commencement of an action against Hometown Thurms Estates, LLC and MHC Thurms, LLC in the Supreme Court, Suffolk County; and

WHEREAS, an action was commenced by the Town of Riverhead action against Hometown Thurms Estates, LLC and MHC Thurms, LLC in the Supreme Court, Suffolk County under Index No. 13-7750; and

WHEREAS, the Town of Riverhead and Hometown Thurms Estates, LLC and MHC Thurms, LLC have entered into negotiations and agreed upon a settlement of the action; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement proposal.

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal in substantially the form of the Stipulation of Settlement attached hereto; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor and Susan Rogers Grun, Esq., of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, as outside counsel to and on behalf of the Town of Riverhead to execute a Stipulation of Settlement, in substantially the same form annexed hereto; and be it further

RESOLVED, that all Town Clerk is hereby directed to forward a copy of this resolution to Susan Rogers Grun, Esq., of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901, the Accounting Department and the Office of Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----XAssigned Justice:

TOWN OF RIVERHEAD

Plaintiff,

Index No.13-7750

-against-

HOMETOWN THURMS ESTATES, LLC, and
MHC THURMS, LLC,

Defendants.

-----X

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated as of _____, 2013, is entered into between the plaintiff, TOWN OF RIVERHEAD and the defendants, HOMETOWN THURMS ESTATES, LLC and MHC THURMS, LLC.

WHEREAS, the Town of Riverhead has commenced this action against Hometown Thurms Estates, LLC and MHC Thurms, LLC seeking payment of the Peconic Bay Community Preservation Fund tax in the sum of \$218,150.00 arising from the transfer of property located in the Town of Riverhead from MHC THURMS, LLC. to Hometown Thurms Estates, LLC., for the consideration of the sum of \$21,740,000.00, and at closing the only payment made for the Peconic Bay Region Community Preservation Fund Tax was \$213,650.00, and \$218,150.00 remains unpaid; and

WHEREAS, the parties are all desirous to settle the Action on the terms and conditions set forth below; and

WHEREAS, no party to this Stipulation of Settlement is an infant or incompetent for whom a committee has been appointed;

NOW FOR GOOD AND VALUABLE CONSIDERATION, it is hereby Stipulated and Agreed by the parties as follows:

1. The above captioned matter is hereby settled for the total sum of One Hundred Sixty Thousand (\$160,000.00) Dollars (the "Settlement Amount") to be paid by Hometown Thurms Estates, LLC and MHC Thurms, LLC to the Town of Riverhead in full satisfaction of all claims by the Town of Riverhead against Hometown Thurms Estates, LLC and MHC Thurms, LLC, payable as set forth in paragraph 2.

2. The Settlement Amount shall be paid by cashier's checks payable to the "Town of Riverhead" as follows: a) Twenty Six Thousand Six Hundred Seventy Dollars (\$26,670.00) shall be paid simultaneously with the execution of this Settlement Agreement., and b) five consecutive monthly payments each in the sum of Twenty Six Thousand Six Hundred Sixty Six Dollars (\$26,666.00) shall be paid commencing on June 1, 2013. The Settlement Amount must be paid in full no later than October 1, 2013. In the event any settlement payment is not received on or before its due date, the defendant Hometown Thurms Estates, LLC shall be afforded a five day period to cure the non-payment and the Plaintiff agrees that during that 5 day period, it shall not file the Affidavits of Confession of Judgment.

3. Additionally simultaneously with the signing of this Settlement Agreement the defendants shall each execute Affidavits For Judgment By Confession in favor of The Town of Riverhead in the sum of \$218,150.00 in the form and substance annexed hereto, which Affidavits shall be held in escrow until October 1, 2013 by Smith Finkelstein Lundberg, LLP, as counsel to the Town of Riverhead. On October 1, 2013, in the event the six payments set forth above have

been received by the Town of Riverhead, the Affidavits shall be released from escrow and returned to counsel for the respective defendants. Alternatively, in the event Settlement Amount is not paid in full by October 1, 2013, the Affidavits shall be released from escrow and counsel for the Town shall have full authority to file the Affidavits and procure a Judgment by Confession in the sum of \$218,150.00, less any payments received from Defendants after the date hereon.

4. Additionally simultaneously with the signing of this Settlement Agreement, the attorneys representing the parties in this action shall execute four original stipulations discontinuing the action with prejudice and without costs to any party which shall be held in escrow by Plaintiff's attorneys. The Stipulation shall be released from escrow upon Defendants' payment of the full Settlement Amount in compliance with this Settlement Agreement.

5. All documents, together with the settlement checks, shall be delivered to Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP.

TOWN OF RIVERHEAD

By: _____
Sean Walter, Supervisor

SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP
Attorneys for Plaintiff

By: _____
Susan Rogers Grun,

HOMETOWN THURMS ESTATES, LLC.

By: _____
Patrick C. Zilis

LEVENFELD PEARLSTEIN, LLC
Attorneys for Defendant Hometown Thurms Estates, LLC

By: _____
Keith A. Ross

MHC THURMS, LLC

By: _____
Robert C. Morgan

MORGENSTERN DE VOESICK, PLLC
Attorneys for Defendant MHC Thurms, LLC

By: _____
Jeffrey F. DeVoesick, Esq

06.18.13
130500

ADOPTED

TOWN OF RIVERHEAD

Resolution # 500

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a law suit has been commenced by Eric Alexander Deutsch and others, as Plaintiffs naming The Zoning Board of Appeals and Planning Board of the Town of Riverhead, as Defendants in the Supreme Court, Suffolk County under Index number 13-07854; and

WHEREAS, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of The Zoning Board of Appeals and Planning Board of the Town of Riverhead in the Matter of Eric Alexander Deutsch, et. al v. The Zoning Board of Appeals and Planning Board of the Town of Riverhead, as Defendants in the Supreme Court, Suffolk County, Index number 13-07854.

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

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130501

ADOPTED

TOWN OF RIVERHEAD

Resolution # 501

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SUFFOLK COUNTY FOR PORT SECURITY GRANT PROGRAM (PSGP)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Office of Homeland Security is appropriating pass-through grant funds for “Port Security Grant Program (PSGP)”; and

WHEREAS, the Suffolk County, through its duly constituted Office of the Sheriff in conjunction with the East End Marine Task Force administers the pass-through funds for “Port Security Grant Program (PSGP)”; and

WHEREAS, the Town of Riverhead has determined that it will provide personnel to assist in the “Port Security Grant Program (PSGP)” exercises.

NOWTHEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Suffolk County for funding under “Port Security Grant Program (PSGP)”; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Police Department, the Office of the Town Attorney and the Office of Accounting.

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

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Agreement

This Contract ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted Sheriff's Office ("**the Office**"), located at 100 Center Drive, Riverhead, New York 11901; and

The Town of Riverhead ("the Contractor"), having an address at 200 Howell Avenue, Riverhead, New York 11901.

Term of the Contract: May 31, 2013 to May 31, 2014, with an option to extend for a period of up to one year, which option may be exercised with the mutual consent of the parties.

iv

Total Cost of the Contract: Shall not exceed \$23,220.73, as set forth in Article H, attached.

Terms and Conditions: Shall be as set forth in Articles 4, attached hereto and made a part hereof.

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

Town of Riverhead

COUNTY OF SUFFOLK

By: _____
Name: Sean M. Walter
Title: Supervisor
Date: _____
Fed. Tax ID#: 11-600-1935

By: _____
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: _____

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

Name: _____
Date: _____

**Approved:
Suffolk County Sheriff's Office**

By: _____
Name: Vincent F. DeMarco
Title: Sheriff
Date: _____

**Approved as to Legality:
Paul J. Margiotta
Acting County Attorney**

By: _____
Name: Mary Porter
Assistant County Attorney
Date: _____

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

List of Articles & Exhibits

Article I
Description of Services

Article II
Definitions

1. Meanings of Terms
2. Elements of Interpretation

Article III

1. Contractor Responsibilities
 - a. Duties and Obligations
 - b. Qualifications, Licenses, and Professional Standards
 - c. Notification
 - d. Documentation of Professional Standards
 - e. Credentialing
 - f. Engineering Certificate
2. Termination
 - a. Thirty Days Termination
 - b. Event of Default; termination on Notice
 - c. Termination Notice
 - d. Duties upon Termination
3. Indemnification and Defense
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian/Nonpartisan Declaration
11. Governing Law
12. No Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. Changes to Contractor
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications
21. Copyrights and Patents
22. Arrears to County
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

Law No. 15-SH-005

Port Security Grant Program (“PSGP”)

- 24. Record Retention
- 25. Notice

Article IV

Financial Terms and Conditions

- 1. Conflicting Provisions
- 2. General Payment Terms
- 3. Contract Subject to Appropriation of Funds
- 4. Accounting Procedures
- 5. Audit
- 6. Comptroller’s Rules and Regulations for Consultant’s Agreements

Article V

Suffolk County Legislative Requirements

- 1. Contractor’s/Vendor’s Public Disclosure Statement
- 2. Living Wage Law
- 3. Use of County Resources to Interfere with Collective Bargaining Activities
- 4. Lawful Hiring of Employees Law
- 5. Gratuities
- 6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
- 7. Child Sexual Abuse Reporting Policy
- 8. Non Responsible Bidder
- 9. Use of Funds in Prosecution of Civil Actions Prohibited
- 10. Youth Sports
- 11. Work Experience Participation
- 12. Suffolk County Local Laws Website Address

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

Article I
Description of Services

Whereas, the County has received federal pass-through grant funds from the New York State Office of Homeland Security (“PSGP funds”) to support operations conducted by the East End Marine Task Force, to include: planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear materials”; and

Whereas, the PSGP funds are intended to enhance maritime domain awareness, risk management capabilities to prevent, detect, respond to and recover from terrorist attacks involving Improvised Explosive Devices (“IEDs”) and Chemical, Biological, Radiological and Nuclear explosives (CBRNE);

Whereas, the County has accepted and appropriated said funds via Resolution No. 164-2001; and

Whereas, the Contractor will provide personnel to assist the County in the PSGP exercises as set forth herein;

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

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

2. The Contractor will assist the County in enhancing Suffolk County East End Marine Task Force IED and CBRNE prevention, protection, response and recovery capabilities through:

- a. Training for the operations level of shipboard firefighting according to standards set forth in NFPQ standard 1405;
- b. Enhancing capabilities of regional Hazmat/Decon teams to detect and mitigate CBRNE incidents in the port area, decontaminate and treat exposed victims, mitigate deliberate efforts to destroy, incapacitate or exploit Critical Infrastructure and Key Resources;
- c. Conduct exercises to test training and response capabilities

End of Text for Article I

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

Article II
Definitions

1. Meanings of Terms

As used herein:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions of this Contract forming all rights and obligations of the Contractor and the County.

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

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of Article III of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or
- d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- e. the Contractor’s bankruptcy or insolvency; or
- f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or
- g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

- i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- j. any condition that the County determines, in its sole discretion, is dangerous.

“Federal” means the United States government, its departments, and agencies.

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

“Legislature” means the Legislature of the County of Suffolk.

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

“State” means the State of New York.

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

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

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

End of Text for Article II

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

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

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

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

b. Qualifications, Licenses, and Professional Standards

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

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

c. Notifications

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

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

iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the

termination of the license does not affect the Contractor’s ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

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

e. Credentialing

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

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

f. Engineering Certificate

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

2. Termination

a. Thirty Days Termination

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

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

b. Event of Default; Termination on Notice

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

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

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 25 of this Article III.

d. Duties upon Termination

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

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County’s rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

3. Indemnification and Defense

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

incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

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

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

4. Insurance

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

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

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

iii.) **Workers’ Compensation and Employer’s Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers’ Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers’ Compensation Law. In

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

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

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

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

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

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

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

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

5. Independent Contractor

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

the County and the Contractor or the Contractor and the County, as the case may be.

6. Severability

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status
 - i.) deny any individual the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual’s receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

receive the Services provided pursuant to the Contract.

- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
- i.) the Services to be provided; or
 - ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
 - iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

The Contractor and the County shall render diligently to each

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

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

17. Changes to Contractor

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

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

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

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

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

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

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

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

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

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

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

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

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

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

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 25 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County’s consent,

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

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

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

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

b. Patents

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

22. Arrears to County

Contractor warrants that, except as may otherwise be

Law No. 15-SH-005
Port Security Grant Program ("PSGP")

authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

25. Notice

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

End of Text for Article III

Article IV
Financial Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (“Voucher”), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher Submitted for payment is subject to Audit at any time during the term or any extensions thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in Paragraph 24 of

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

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

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Contract Subject to Appropriation of Funds

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

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

- i.)** determine how to pay for the Services;
- ii.)** determine future payments to the Contractor; and

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

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

4. Comptroller’s Rules and Regulations for Consultant’s Agreements

- a. The Contractor shall comply with the “Comptroller’s Rules and Regulations for Consultant’s Agreements” as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The County shall provide the Contractor with a copy of any amendments to the “Comptroller’s Rules and Regulations for Consultant’s Agreements” during the term of the Contract.
- b. The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles, and as may otherwise be directed by the Comptroller.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.
- d. All payments made under the Contract are subject to audit by the Comptroller. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer.

5. Specific Payment Terms and Conditions

a. Payments Contingent upon State/Federal Funding

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

b. Denial of Aid

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

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

c. Salaries

1. The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.
2. No salary, wage, or other compensation for the Services shall be increased over the amount stated in the Budget without the prior written approval of the County.

6. FEDERAL REQUIREMENTS

- a. The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:
 1. Administrative Requirements:
 - i. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - ii. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 2. Cost Principles:
 - i. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
 - ii. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
 - iii. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
 - iv. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
 3. Audit Requirements:
 - i. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- c. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of any funds.
- d. The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Contractor shall maintain semi-annual (or more frequent) personal

Law No. 15-SH-005

Port Security Grant Program (“PSGP”)

service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

Article V
Suffolk County Legislative Requirements

1. Contractor’s/Vendor’s Public Disclosure Statement

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

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

Required Form:

Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

Law No. 15-SH-005
Port Security Grant Program (“PSGP”)

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

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

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

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

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

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

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled “Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8

U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees.”

“Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees” Form LHE-2.

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

Law No. 15-SH-005

Port Security Grant Program (“PSGP”)

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Suffolk County Local Laws Website Address

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

End of Text for Article V

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

LOCAL LAW COMPLIANCE UNIT

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 575 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more that \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

Section I The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$11.52 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$13.12 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 575-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 575-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 575-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 575-4 C)

Section II The *Living Wage Law* does not apply to this contract for the following reason(s): _____

Check if applicable

Section III
Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of compensation: \$23, 220.73
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: (631) 727-3200

Description of project or service: OT expenses associated with training/participation in PSGP.

Section IV
I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature
Sean M. Walter, Supervisor

Date

Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/ Employer/Contractor

1) NAME: Town of Riverhead

2) VENDOR #: _____ (If known) 3) CONTRACT ID #: _____ (If known)

4) CONTACT: Robert Kozakiewicz 5) TELEPHONE #: (631) 727-3200

6) ADDRESS: 200 Howell Avenue
Riverhead, NY 11901

7) TERM OF CONTRACT (DATES): 5/31/13-5/31/14

8) PROJECT NAME: (IF DIFFERENT FROM #1) Port Security Grant Program

9) AMOUNT: \$23,220.73

10) AWARING AGENCY: Homeland Security

11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:
Reimbursement of overtime expenses for attending training and/or
participating in exercises associated with Port Security Grant Program.

12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Will not receive more than \$50,000.00 in County funds. _____

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of Assistance: \$23,220.73
Riverhead, NY 11901 Vendor #: _____
Contractor Phone #: (631) 727-3200

Description of project or service: OT expenses associated with training/participation in PSGP.

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

Sean M. Walter, Supervisor

Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324a)

WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 353 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: Town of Riverhead

- 1) **ADDRESS:** 200 Howell Avenue
Riverhead, New York 11901
- 2) **NOT-FOR-PROFIT:** YES NO (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)
- 3) **VENDOR #:** _____ (If known) 4) **CONTRACT ID:** _____ (If known)
- 5) **CONTACT:** Robert Kozakiewicz 6) **TELEPHONE #:** (631) 727-3200
- 7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** 5/31/13-5/31/14
- 8) **BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE** _____
Reimbursement of overtime expenses for attending training and/or
participating in exercises associated with Port Security Grant Program.

SUBCONTRACTOR: _____

- 1) **ADDRESS:** _____
- 2) **VENDOR#:** _____ 3) **TELEPHONE #:** _____
- 4) **CONTACT:** _____
- 5) **DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE** _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE SECTION 353-14 (A):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

TOWN OF RIVERHEAD

Resolution # 502

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION
(July 4, 2013)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 5, 2013, the Riverhead Business Improvement District Management Association submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Grangebél Park, Riverhead, on Thursday, July 4, 2013; and

WHEREAS, the Riverhead Business Improvement District Management Association has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Pyro Engineering, Inc., d/b/a Bay Fireworks) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of the Riverhead Business Improvement District, for the purpose of conducting a fireworks display to be held at Grangebél Park, Riverhead, on Thursday, July 4, 2013 at 9:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 3:00 p.m. and 5:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Grangebél Park no later than 5:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.

- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.
- Fireworks display shall be limited to the size described on the application.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application fee is hereby waived due to the applicant's not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Business Improvement District Management Association, 1 East Main Street, Suite 4, Riverhead, New York, 11901; Pyro Engineering, Inc., d/b/a Bay Fireworks, 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130503

ADOPTED

TOWN OF RIVERHEAD

Resolution # 503

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF
ABATE OF NY LONG ISLAND CHAPTER
(Veterans Appreciation Run – Sunday, June 9, 2013)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 4, 2013, Abate of NY Long Island Chapter submitted a Chapter 90 Application for the purpose of conducting a motorcycle run entitled “Veterans Appreciation Run”, said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and to end in Montauk, New York, on Sunday, June 9, 2013; and

WHEREAS, all participants shall congregate at the Riverhead Elks Lodge between the hours of 9:00 a.m. and 12:00 noon; and

WHEREAS, Abate of NY Long Island Chapter has submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617, identifying the potential adverse environmental impacts of the event; and

WHEREAS, Abate of NY Long Island Chapter 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; and

WHEREAS, ABATE events typically involve the gathering of a large number of motorcycles. The gathering of these vehicles may create a noise disturbance to the health, safety, and welfare of the adjacent residential community. This requires that such events be limited in number and conditioned to minimize the impact on adjoining property owners; and

WHEREAS, there have been no Town Code violations occasioned by Elks Club events during year 2013.

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

RESOLVED that the Chapter 90 Application of Abate of NY Long Island Chapter for the purpose of conducting a motorcycle run entitled "Veterans Appreciation Run", said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and to end in Montauk, New York, on Sunday, June 9, 2013, having all participants to congregate for said motorcycle run at the Riverhead Elks Lodge between the hours of 9:00 a.m. and 12:00 noon, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that the applicant shall be required to stage the arrival and departure of motorcycles in such a way as to minimize to the greatest extent possible the noise impacts to surrounding neighbors, and be it further

RESOLVED, that all parking for this event shall be contained upon the Riverhead Elks Lodge property and there shall be no parking permitted on Sunrise Avenue and East Main Street; and be it further

RESOLVED, that the applicant shall advise event participants that motorcycle engines shall not be permitted to continue to run upon arrival at the event premises; and be it further

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

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Abate of NY Long Island Chapter, c/o Bill Quinn, PO Box 22, Yaphank, New York, 11980 and the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130504

ADOPTED

TOWN OF RIVERHEAD

Resolution # 504

**APPROVES THE CHAPTER 90 APPLICATION OF
CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY
(Charity Polo Event for Hurricane Sandy Relief – June 22, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 9, 2013, Cornell Cooperative Extension of Nassau County (“Cornell”) submitted a Chapter 90 Application for the purpose of conducting an event entitled “Charity Polo Event for Hurricane Sandy Relief”, which includes musical entertainment, and the sale of food and alcoholic beverages, to be held upon their property (4-H Camp) located at 3186 Sound Avenue, Riverhead, New York, on Saturday, June 22, 2013, between the hours of 1:00 p.m. and 5:00 p.m., having a rain date of Sunday, June 23, 2013; and

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

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

WHEREAS, the applicant has requested the 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 including the certificate of insurance 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 Cornell Cooperative Extension of Nassau County (“Cornell”) for the purpose of conducting an event entitled “Charity Polo Event

for Hurricane Sandy Relief”, which includes musical entertainment, and the sale of food and alcoholic beverages, to be held upon their property (4-H Camp) located at 3186 Sound Avenue, Riverhead, New York, on Saturday, June 22, 2013, between the hours of 1:00 p.m. and 5:00 p.m., having a rain date of Sunday, June 23, 2013, is hereby approved; and be it further

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

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

RESOLVED, that the necessary tent permit(s) must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Cornell Cooperative Extension of Nassau County, 5 Old Jericho Turnpike, Jericho, New York, 11573; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130505

ADOPTED

TOWN OF RIVERHEAD

Resolution # 505

**APPROVES THE CHAPTER 90 APPLICATION OF
OLD STEEPLE COMMUNITY CHURCH
(Annual Antique Fair – August 24, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on May 15, 2013, Old Steeple Community Church submitted a Chapter 90 Application for the purpose of conducting their annual “Antique Fair” located at Main Road, Aquebogue, New York, to be held on August 24, 2013, having a rain date of Saturday, August 31, 2013, between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, Old Steeple Community Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the applicant has requested the applicable Chapter 90 Application Fee be waived due to their not-for-profit status; 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 Old Steeple Community Church for the purpose of a conducting their annual antique fair located at Main Road, Aquebogue, New York, to be held on Saturday, August 24, 2013, having a rain date of Saturday, August 31, 2013, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

RESOLVED, should tent(s) be utilized, the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public and the Riverhead Fire Marshal must 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 Old Steeple Community Church, P.O. Box 154, Aquebogue, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 506

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION
(August 16th through August 18th, 2013)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on May 10, 2013, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting their annual "Polish Town Street Fair and Festival" to include a carnival, to be held on Pulaski Street, Osborne Avenue, Hallett Avenue and Lincoln Street, Riverhead, New York, on the following dates and times:

Friday, August 16, 2013	6:00 p.m. to 10:00 p.m. – (Carnival only)
Saturday, August 17, 2013	10:00 a.m. to 6:00 p.m. – (Fair)
Sunday, August 18, 2013	10:00 a.m. and 6:00 p.m. – (Fair); and

WHEREAS, the Polish Town Civic Association has completed and filed a Long Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, a certificate of insurance has been received containing acceptable insurance limits and names the Town of Riverhead as an additional insured; and

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

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

RESOLVED, that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting their annual Polish Town Street Fair at the above referenced locations, dates and times, is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

RESOLVED, that Chapter 46 entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event in or at locations by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, “Noise Control” of the Riverhead Town Code; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to the applicant’s not-for-profit status; and be it further

RESOLVED, should any tent(s) be utilized, the necessary tent permit(s) must be obtained, and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that 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 employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department and the Riverhead Fire Marshal are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130507

ADOPTED

TOWN OF RIVERHEAD

Resolution # 507

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (July 6, 2013)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on May 6, 2013, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, July 6, 2013, at approximately 9:00 p.m., having a rain date of Saturday, July 13, 2013; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from both the fireworks company (Pyro Engineering Inc d/b/a Bay Fireworks) and Wordlife Motordrome, Inc. d/b/a Riverhead Raceway, naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form; and

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, July 6, 2013, at approximately 9:00 p.m., having a rain date of Saturday, July 13, 2013; is hereby approved with the following conditions:

- **The applicant is required to pay a \$500.00 administrative fee payable to the Town of Riverhead no later than close of business on June 21, 2013.**
- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- Firework shell size shall be limited to the size described on the application.

- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, Apt. 18B, New York, New York, 10065 and Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 508

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (August 24, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 6, 2013, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 24, 2013, at approximately 9:00 p.m., having a rain date of Saturday, August 31, 2013; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from both the fireworks company (Pyro Engineering Inc d/b/a Bay Fireworks) and Wordlife Motordrome, Inc. d/b/a Riverhead Raceway, naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form; and

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 24, 2013, at approximately 9:00 p.m., having a rain date of Saturday, August 31, 2013; is hereby approved with the following conditions:

- **The applicant is required to pay a \$500.00 administrative fee payable to the Town of Riverhead no later than close of business on August 9, 2013.**
- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for

- purpose of final inspection and safety review.
- Firework shell size shall be limited to the size described on the application.
 - The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, Apt. 18B, New York, New York, 10065, and Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130509

ADOPTED

TOWN OF RIVERHEAD

Resolution # 509

**AUTHORIZES THE RELEASE OF SECURITY OF ARA PLUMBING CORP.,
DRAINLAYER FOR RIVERHEAD SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, ARA Plumbing Corp. has advised the Sewer District that they will no longer be performing drainage work within the Town of Riverhead and further requests the release of their previously posted security.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security posted by ARA Plumbing Corp. in the amount of \$5,000.00; and further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to ARA Plumbing Corp., 2182 Jackson Avenue, Seaford, New York, 11783; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130510

ADOPTED

TOWN OF RIVERHEAD

Resolution # 510

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MUNICIPAL COOPERATION
AGREEMENT-RENEWAL NO. 4 WITH THE RIVERHEAD CENTRAL SCHOOL
DISTRICT REGARDING UNLEADED FUEL SERVICES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, the Riverhead Central School District and the Town of Riverhead have had discussions concerning the use of the Town of Riverhead's unleaded fuel facility by Riverhead Central School District auxiliary vehicles to facilitate continuous vehicle operations; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with the Riverhead Central School District in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Christine Schnell, Purchasing Agent, Riverhead Central School District, 700 Osborn Avenue, Riverhead, New York 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

MUNICIPAL COOPERATION AGREEMENT

RENEWAL NO. 4

MUNICIPAL COOPERATION AGREEMENT effective as of the 1st day of July, 2013, by and between the BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located at 700 Osborn Avenue, Riverhead, New York, and the TOWN OF RIVERHEAD, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

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

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

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

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

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

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

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

1. The term of this Agreement shall be for the period July 1, 2013, until June 30, 2014. However, District and Town each may unilaterally terminate this Agreement at any time and for any reason upon 30 days written notice. Town may also terminate this Agreement immediately without notice in the event a safety and/or security issue arises.

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

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

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

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

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

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

8. The District agrees to purchase and maintain a liability insurance policy listing the Town as an additional insured in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate; District shall provide a copy of the original declaration page of the subject insurance policy as well as a copy of the insurance certificate which states the Town is an additional insured at or before execution of this Agreement for a term that coincides with the term of this Agreement, as well as for any additional terms which may be negotiated between Town and District in the future. This insurance policy shall also provide protection to District and the Town from claims under

workers' or workmen's compensation, claims for damages because of bodily injury, occupational sickness or disease, or death or injury to or destruction of tangible property, including the loss of use resulting therefrom and caused in whole or in part by any negligent act or omission of the District, anyone directly or indirectly employed by the District or anyone for whose acts the District shall be liable.

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

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

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

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

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

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

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

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

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

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

RIVERHEAD CENTRAL SCHOOL DISTRICT

By: _____
Ann Cotten-DeGrasse, President, Board of Education

Date: _____

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Town Supervisor

Date: _____

**SCHEDULE “A”
Renewal No. 4**

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

CHARGES:

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

B. Fuel Supplier: Sprague Energy Corp.

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

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

1. **Fuel Point Module: \$115.00 per vehicle**
2. **T-Ring: \$25.00 per vehicle**
3. **OBDII Mileage Adapter \$127.00 per vehicle**
4. **Operator Key: \$20.00 (onetime leasing fee, District to return key upon contract termination).**
5. **Gas Can Key: \$20.00 (one-time leasing fee, District to return key at contract end)**

E. Town Administrative Charges: \$0.35 (thirty-five cents) per gallon. District agrees to pay an administrative charge to the Town equal to \$0.35 cents per gallon of fuel that is dispensed from the Town's fuel pump. District further agrees to pay the administrative charge as included in the fuel invoice. Town represents that the administrative charge shall not increase during the term of the Agreement.

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

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

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

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

06.18.13
130511

ADOPTED

TOWN OF RIVERHEAD

Resolution # 511

APPROVES ROADWORK CONSTRUCTION CORP. AS DRAINLAYER FOR RIVERHEAD SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, Roadwork Construction Corp. has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

WHEREAS, Suffolk County National Bank Check No. 1122700 in the amount of Five Thousand (\$5,000.00) Dollars has been received and a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves Roadwork Construction Corp. an authorized drainlayer with the Town of Riverhead Sewer District; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Roadwork Construction Corp., 16 Starboard Road, Hampton Bays, New York, 11946; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

06.18.13
130512

ADOPTED

TOWN OF RIVERHEAD

Resolution # 512

**EXTENDS BID CONTRACT FOR QUICK LUBE MAINTENANCE
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Water District has requested that the contract with North Shore Generator Systems, Inc., originally awarded under Resolution #120496, adopted July 3, 2012, be extended pursuant to the terms and conditions of the current bid contract; and

WHEREAS, the above-named vendor has agreed to extend the contract through July 3, 2014, per the attached Bid Extension Notice at the original bid amount as attached hereto and constitutes the first extension pursuant to the terms of the current bid contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through July 3, 2014; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



RWD Riverhead Water District

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

FROM
TO

To: Pam Graf, North Shore Generator Systems, Inc.

From: Riverhead Water District

Date: ~~May 28, 2013~~ May 31, 2013

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Quick Lube Maintenance of our diesels, which was awarded to you under Resolution #120496, will expire on July 3, 2013.

The Town of Riverhead would like to extend this contract for a period of one year until July 3, 2014. This will be the first extension under the terms of the current bid contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.

Pamela Graf
Authorized Signature

PAMELA GRAF
Print Name

NORTH SHORE GENERATOR
Company Name
Systems Inc

5/29/13
Date

BID PROPOSAL SHEET

1. Quick Lube Bid (three [3] units total) \$ 1350⁰⁰ L.S. per unit (450⁰⁰/unit)
2. Quick Lube Bid with Generator (seven [7] units) \$ 3150⁰⁰ L.S. per unit (450⁰⁰/unit)

COMPANY North Shore
Generator Systems Inc.
22 Industrial Blvd, Suite 12A
Medford, NY 11763

Riverhead Water District

06.18.13
130513

ADOPTED

TOWN OF RIVERHEAD

Resolution # 513

AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, Riverhead unit of the Suffolk Local #852

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a contractual issue has arisen as a result of the need to fill a temporary position in the Highway Department; and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves the attached stipulation and authorizes the Town Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Town Attorney Robert Kozakiewicz, Esq., CSEA Unit President Matthew Hattorff, the Financial Administrator, the Highway Superintendent and the Personnel Officer. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**STIPULATION BETWEEN THE TOWN OF RIVERHEAD AND
LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK
LOCAL #852**

Made this _____ day of June, 2013, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garret Place, Commack, New York (CSEA).

WHEREAS, on or about April 25, 2013, the Highway Superintendent received a request from Automotive Equipment Operator Kevin Barty for a three month leave of absence commencing on May 1, 2013; and

WHEREAS, the Highway Superintendent approved the three month leave of absence subject to all terms and conditions set forth in Agreement by and between the Town of Riverhead and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 (January 1, 2011-December 31, 2014); and

WHEREAS Town, upon request of the Highway Superintendent and in order to advance the stability and continuity of services to residents, by Resolution #414 adopted on May 22, 2013, approved the appointment of a temporary substitute Automotive Equipment Operator to the Highway Department; and

WHEREAS, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852, by letter dated May 30, 2013, filed a notice with the Highway Superintendent challenging the hire of a temporary employee without negotiation or agreement regarding the employees' terms and conditions of employment; and

WHEREAS, the Town, together with the Highway Superintendent and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852, desires to resolve the issue and/or dispute between the parties; and

NOW, THEREFORE, it is mutually agreed as follows:

1. That position of temporary substitute automotive equipment operator to the Highway Department filled by Eric Turpin at an hourly rate of \$19.00 shall terminate on August 1, 2013, such date determined to be concurrent with the end of the leave of absence for Automotive Equipment Operator Kevin Barty; and
2. To the extent that Automotive Equipment Operator Kevin Barty fails to return to his position at the end of the three month leave of absence, the Town and Highway Superintendent shall not seek to extend the temporary substitute Automotive Equipment Operator position and instead, the Town and Highway Superintendent shall negotiate with and enter into an agreement with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 for any appointment, be it temporary, substitute, part-time or full time Automotive

Equipment Operator prior to filling said position.

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

Sean M. Walter, Supervisor

Matthew E. Hattorff, for CSEA

George Woodson, Hwy. Supt.

Labor Relations Specialist, CSEA

06.18.13
130514

ADOPTED

TOWN OF RIVERHEAD

Resolution # 514

APPOINTS A SUMMER RECREATION AIDE I TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

NOW THEREFORE BE IT RESOLVED, that effective June 18, 2013 through and including August 30, 2013 this Town Board hereby appoints Max Goldfarb to the position of Summer Recreation Aide I, Level 1, to be paid the rate of \$9.00 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 515

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-23 June 13, 2013 (TBM 6/18/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	1,988,752.70	1,988,752.70
RECREATION PROGRAM FUND	6	17,404.24	17,404.24
RECREATION YOUTH COMMITTEE FUN	31	500.00	500.00
HIGHWAY FUND	111	81,673.78	81,673.78
WATER DISTRICT	112	501,771.98	501,771.98
RIVERHEAD SEWER DISTRICT	114	50,653.74	50,653.74
REFUSE & GARBAGE COLLECTION DI	115	23,391.92	23,391.92
STREET LIGHTING DISTRICT	116	6,794.97	6,794.97
AMBULANCE DISTRICT	120	520.25	520.25
EAST CREEK DOCKING FACILITY FU	122	1,199.72	1,199.72
CALVERTON SEWER DISTRICT	124	5,968.15	5,968.15
RIVERHEAD SCAVANGER WASTE DIST	128	33,874.01	33,874.01
CDBG CONSORTIUM ACOUNT	181	838.58	838.58
GENERAL FUND DEBT SERVICE	384	237,127.50	237,127.50
TOWN HALL CAPITAL PROJECTS	406	332,373.30	332,373.30
RIVERHEAD SEWER CAPITAL PROJEC	414	390.00	390.00
TRUST & AGENCY	735	1,876,921.44	1,876,921.44
CALVERTON PARK - C.D.A.	914	1,156.00	1,156.00
TOTAL ALL FUNDS		5,161,312.28	0.00 5,161,312.28

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 515

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-22 June 6, 2013 (TBM 6/18/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	001	124,565.01	124,565.01
POLICE ATHLETIC LEAGUE	004	524.54	524.54
RECREATION PROGRAM FUND	006	11,859.53	11,859.53
MULTI YEAR OPERATING GRANT FUND	099	1,302.03	1,302.03
HIGHWAY FUND	111	14,256.20	14,256.20
WATER DISTRICT	112	47,439.82	47,439.82
RIVERHEAD SEWER DISTRICT	114	23,225.52	23,225.52
REFUSE & GARBAGE COLLECTION DIST	115	352.45	352.45
STREET LIGHTING DISTRICT	116	87,832.45	87,832.45
PUBLIC PARKING DISTRICT	117	2,654.24	2,654.24
AMBULANCE DISTRICT	120	922.00	922.00
EAST CREEK DOCKING FACILITY FUND	122	1,543.40	1,543.40
CALVERTON SEWER DISTRICT	124	283.85	283.85
RIVERHEAD SCAVANGER WASTE DIST	128	14,805.91	14,805.91
WORKERS' COMPENSATION FUND	173	214,113.55	214,113.55
RISK RETENTION FUND	175	250,000.00	250,000.00
CDBG CONSORTIUM ACCOUNT	181	78.24	78.24
TOWN HALL CAPITAL PROJECTS	406	12,400.00	12,400.00
RIVERHEAD SEWER CAPITAL PROJECT	414	8,308.60	8,308.60
CALVERTON SEWER CAPITAL PROJECT	424	4,609.55	4,609.55
TRUST & AGENCY	735	21,172,928.32	21,172,928.32
CALVERTON PARK - C.D.A.	914	4,064.52	4,064.52
TOTAL ALL FUNDS		21,998,069.73	21,998,069.73

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 516

**AUTHORIZES A CHANGE ORDER FOR TYPE III AMBULANCE FOR THE
RIVERHEAD AMBULANCE DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #841 adopted on November 7, 2012, the Town Clerk was authorized to publish and post a notice to bidders for proposal for Type III Ambulance (2012 or 2013 Model) for the Town of Riverhead; and

WHEREAS, Resolution #191 adopted on March 5, 2013 awarded the bid for a Type III Ambulance to Specialty Vehicles in the amount of \$159,970.00; and

WHEREAS, the Riverhead Volunteer Ambulance Corps, Inc. seeks Town authorization for a change order increasing the price from \$159,970.00 to \$163,520.00 for upgrades and additional equipment that were not part of the original bid specifications, to wit: heavy duty anti-sway bars at a cost of \$975.00, radio installation at a cost of \$1000.00, and large climate control double lock box at a cost of \$1580.00; and

WHEREAS, the Riverhead Volunteer Ambulance Corps, Inc. asserts that due to the large patient compartment of the Type III Ambulance the standard/stock anti-sway bars are inadequate and require upgrade to a heavy duty anti-sway system; and

WHEREAS, the Riverhead Volunteer Ambulance Corps, Inc. researched cost estimates for radio installation, a requirement prior to placing the Type III Ambulance into service, and based upon cost estimates and warranty information, the Riverhead Volunteer Ambulance Corps. recommends that Specialty Vehicle be permitted to install the radio system during assembly of the Type III Ambulance; and

WHEREAS, the Riverhead Volunteer Ambulance Corps, Inc. asserts that due to legislation pending before the New York State Department of Health regarding Advanced Life Support and New York State Controlled Substance License requirements it is anticipated that compliance with the legislation will require a larger climate controlled box with double lock capability and consequently, the Riverhead Volunteer Ambulance Corps. seeks to upgrade the specifications to meet the requirements of the pending legislation; and

WHEREAS, the Town has reviewed the bid specifications and bid responses and all documentation provided by the Riverhead Volunteer Ambulance Corps. and has determined that the items listed in the change order does not materially alter the specifications such that Specialty Vehicle has an unfair advantage over other bidders and prospective bidders; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves a change order in the amount of \$3,550.00 representing the upgrade and addition of equipment that were not part of the original bid specifications, to wit: heavy duty anti-sway bars at cost of \$975.00, radio installation at a cost of \$1000.00, and large climate control double lock box at a cost of \$1580.00; and be it further

RESOLVED, that the Office of the Financial Administrator be and is hereby authorized to change the original purchase order to reflect the \$163,520.00 as and for the price for the Type III Ambulance for the Riverhead Ambulance District; 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 by Councilman Dunleavy, seconded by Councilman Wooten, resolution #516 was **TAKEN OFF THE FLOOR**

THE VOTE: Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter followed by the motion to **ADOPT**

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Was Thereupon Duly Declared Adopted