

**JANUARY 22, 2014**

**RESOLUTION LIST:**

- Res. #35 2013 Salt Barn Project Budget Adjustment**
- Res. #36 Calverton Sewer District Budget Adjustment**
- Res. #37 Award Bid for Electric Motor Repair/Replacement Including Emergency Repair for Riverhead Water District**
- Res. #38 Woolworth Revitalization, LLC Water Capital Project**
- Res. #39 Authorizes Supervisor to Execute Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2014 Calendar Year**
- Res. #40 Amends Resolution #7-2014**
- Res. #41 Accepts the Retirement of a Detective Sergeant (Joseph Loggia)**
- Res. #42 Appoints a Maintenance Mechanic II to the Riverhead Water District**
- Res. #43 Classifies Action on Special Permit of Mainstream House (Robert Hartmann, Jr.) and Calls Public Hearing**
- Res. #44 Appoints an Assistant Recreation Leader to the Recreation Department (Kenneth Drumm)**
- Res. #45 Appoints a Recreation Aide Level II to the Recreation Department (Ryan Heins)**
- Res. #46 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code**
- Res. #47 Amendment to Travel Policy and Procedures**
- Res. #48 Appoints Town Attorney (Robert Kozakiewicz)**
- Res. #49 Authorizes Attendance at the 2014 Training School and Annual Meeting Held by the Association of Towns**
- Res. #50 Authorizes the Supervisor to Execute an Agreement with Sidney B. Bowne & Son, LLP**
- Res. #51 Authorizes the Supervisor to Execute an Agreement with D&B Engineers and Architects, P.C.**
- Res. #52 Authorizes the Supervisor to Execute an Agreement (Thomas Parris)**
- Res. #53 Authorizes Legal Action against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 13 Duryea Street, Riverhead, New York**

- Res. #54 Awards Bid for the Sale of 1985 Ford 555A Backhoe Loader**
- Res. #55 Authorizes Co-Sponsorship of Weekly Saturday Farmer’s Market from February 1, 2014, to May 17, 2014, with the Riverhead Business Improvement District Management Association, Inc. at 117 East Main Street, Riverhead**
- Res. #56 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code**
- Res. #57 Approves Highway Superintendent Expenditures**
- Res. #58 Authorizes the Refund of Community Preservation Money Erroneously Paid**
- Res. #59 Authorizes the Retention of VHB Engineering, Surveying and Landscaping Architecture, P.C. as an Expert in the Matter of Traditional Links LLC vs. Riverhead Town Assessors**
- Res. #60 Approves Chapter 90 Application of Suffolk County Homefront, Inc. (24 Hour Run/Walk to Benefit Suffolk County Veterans – May 17<sup>th</sup> and 18<sup>th</sup>, 2014)**
- Res. #61 Waives the Showmobile Application Fee for Suffolk County Homefront, Inc. (24 Hour Run/Walk to Benefit Suffolk County Veterans – May 17<sup>th</sup> and 18<sup>th</sup>, 2014)**
- Res. #62 Authorizes the Town of Riverhead in Cooperation with Cornell Cooperative Extension to Conduct a Bicycle Essay Contest**
- Res. #63 Authorizes the Supervisor to Execute a Professional Services Agreement with Bench Strength Partners, Inc.**
- Res. #64 Authorizes Acceptance of New York State Funding to Support Enhanced Sewer Infrastructure at EPCAL Subdivision**
- Res. #65 Authorizes the Supervisor to Execute Stipulation of Settlement with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #85 (CSEA)**
- Res. #66 Pays Bills**
- Res. #67 Ratifies the Execution of a Construction Staging Agreement for Woolworth Revitalization, LLC**

01.07.14 TABLED  
01.22.14 UNTABLED  
01.22.14 WITHDRAWN

01.07.14  
140031

**TOWN OF RIVERHEAD  
Resolution # 31**

**APPROVES HIGHWAY SUPERINTENDENT EXPENDITURES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, New York State Highway Law §142(1)(a) provides that the Town Highway Superintendent may, with approval of the Town Board, purchase equipment, tools and other implements to be used for highway maintenance, construction, reconstruction and/or snow removal; and

**WHEREAS**, New York State Highway Law §142(1)(a) also provides that the Town Board may authorize the Highway Superintendent to purchase equipment, tools and other implements without prior approval; and

**WHEREAS**, the Superintendent of Highways has requested Town Board authorization to spend up to \$75,000.00 for equipment, tools and implements without prior Town Board approval in order to provide an opportunity to purchase used equipment at state, county and municipal auctions and other such equipment, tools and implements to be used for highway maintenance, construction, reconstruction and/or snow removal, with the condition that all such purchases comply with New York State General Municipal Law §103

**NOW THEREFORE BE IT RESOLVED** that the Superintendent of Highways be and is hereby authorized to spend up to \$75,000.00 for equipment, tools and other implements at any time without prior approval of the Town Board subject to recommendation and report of Financial Administrator as to availability of funds; 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 TABLED

**01.22.14**

On a motion by Councilwoman Giglio, seconded by Councilman Wooten, there was a simultaneous motion to UNTABLED and WITHDRAW resolution #31. Motion carried by unanimous vote. The resolution is therefore duly declared **WITHDRAWN**

WITHDRAWN

01.22.14  
140035

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 35**

**2013 SALT BARN PROJECT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the project requires additional funds to pay reimbursement costs associated with bonds.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment transferring funds from the Highway District Fund Balance:

	<u>FROM</u>	<u>TO</u>
111.095031.481111    Transfer from Highway Fund Balance	2,600	
406.051120.523004.40211    Improvements		2,600

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140036

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 36**

**CALVERTON SEWER DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS** a transfer of funds is necessary to cover property taxes for the Calverton Sewer District.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
124.000000.499999	Fund Balance – Calverton Sewer	8,162.12	
124.081300.547100	Property Taxes		8,162.12

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140037

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 37**

**AWARDS BID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT  
INCLUDING EMERGENCY REPAIR FOR RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for electric motor emergency repair/replacement, including emergency repair, for the Riverhead Water District; and

**WHEREAS**, bids were received, opened and read aloud on the 13<sup>th</sup> day of December, 2013, at 11:05 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for electric motor emergency repair/replacement, including emergency repair, be and is hereby awarded to AC Schultes, Inc.in the amount of \$104,770.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to AC Schultes, Inc., 664 South Evergreen Avenue, Woodbury Heights, New Jersey, 08797; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140038

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 38**

**WOOLWORTH REVITALIZATION, LLC**  
**WATER CAPITAL PROJECT**

**BUDGET ADOPTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Superintendent of Water received a check from Woolworth Revitalization LLC for a new water service installation located at 130 East Main Street, 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 service.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
412.092705.421050.30119	Developer Fees	14,503.44	
412.083200.523002.30119	Water Main/Service		14,503.44

**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 ABSTAIN      Gabrielsen Yes No  
Wooten Yes No      Dunleavy ABSENT  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 39

**AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2014 CALENDAR YEAR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

**WHEREAS**, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

**WHEREAS**, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2014 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to enter into an agreement with Suffolk County Police Athletic League Boys for referee services for referee services for 2014 Girls Lacrosse, 2014 Boys Lacrosse, and 2014 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3000.00 and \$7200.00, respectively; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF  
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND  
RIVERHEAD YOUTH SPORTS, INC.**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

**WHEREAS**, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

**WHEREAS**, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

**WHEREAS**, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2014 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

**WHEREAS**, by Resolution #\_\_\_\_\_ adopted on January 22, 2014, the Town Board authorized the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2014 Girls Lacrosse, 2014 Boys Lacrosse, and 2014 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3000.00 and \$7200.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2014 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on \_\_\_\_\_, 2014 and expire at the end of the 2014 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide \*payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$3000.00 for 2014 Girls Lacrosse; \$3000.00 for the 2014 Boys Lacrosse and \$7200.00 for 2014 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. \*To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agreed and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

**IN WITNESS WHEREOF**, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

Riverhead Youth Sports, Inc

\_\_\_\_\_  
Riverhead Youth Sports, Inc President

\_\_\_\_\_  
Date

01.22.14  
140040

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 40**

**AMENDS RESOLUTION # 7-2014**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution # 7 was ratified on January 7, 2014 setting the salaries of all employees charged to the Town's General Fund; and

**WHEREAS**, a computer formatting error caused an incorrect hourly rate of pay to be assigned to two employees who work for the Riverhead Town EISEP (Expanded In-Home Services for the Elderly Program).

**NOW, THEREFORE, BE IT RESOLVED** that this Town Board hereby amends and corrects Resolution # 7 to state the following hourly rates of pay:

Carr, Linda	P/T Homemaker	\$14.8328
Trent, Cynthia	P/T Homemaker	\$14.8328

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140041

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 41**

**ACCEPTS THE RETIREMENT OF A DETECTIVE SERGEANT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, in accordance with Article XV, Section D. 1. of the Riverhead Town Superior Officers Association labor contract, the Town has received notification from Detective Sergeant Joseph Loggia indicating his intent to retire effective January 25, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Detective Sergeant Joseph Loggia.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Joseph Loggia, the Chief of Police, the Personnel Officer and the Financial Administrator. 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 ABSENT  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 42**

**APPOINTS A MAINTENANCE MECHANIC II TO THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, due to the resignation of an incumbent Maintenance Mechanic, a vacancy for the position of Maintenance Mechanic II exists in the Riverhead Water District; and

**WHEREAS**, in accordance with the CSEA contract, the position was duly posted for, Job Posting #11, and duly advertised, interviews were conducted; and

**WHEREAS**, pursuant to a completed background investigation and personal interview, it is the recommendation of the Town Personnel Committee to appoint Andrew Smith to this vacant position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective February 4, 2014 this Town Board hereby appoints Andrew Smith to the position of Maintenance Mechanic II as found in Group 7, Step P of the Operational and Technical Salary Schedule in the CSEA contract; and,

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Andrew Smith, the Water District Superintendent, the Personnel Officer and the Financial Administrator. 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 ABSENT  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140043

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 43**

**CLASSIFIES ACTION ON SPECIAL PERMIT OF MAINSTREAM HOUSE  
(ROBERT HARTMANN JR.) AND CALLS PUBLIC HEARING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Robert Hartmann Jr. for Mainstream House, LLC pursuant to Article XXVIA and Article LVIII, Section 108-306B.(7) of the Riverhead Town Code to convert a structure from office/retail to single family dwelling use to be leased as a sober recovery home on a 0.379ac. parcel zoned Downtown Center 3 Office (DC-3); such property more particularly described as SCTM 0600-127-7-15, and

**WHEREAS**, an Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

**WHEREAS**, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(9) as construction or expansion of a single, two or three family dwelling on an approved lot, and

**WHEREAS**, pursuant to 617.3(f), 617.5(a) and 617.6(a)(1)(i), agency SEQR responsibilities end with this designation with no significance determination being necessary, and

**WHEREAS**, the Town Board desires to proceed to a public hearing, now

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board declares the special permit petition of Mainstream House, LLC to be a Type II action for the purposes of SEQR compliance, and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's agent John P. Taggart, Esq., 616 Roanoke Avenue Riverhead, NY 11901 and is directed to publish and post the following notice of public hearing in the January 30<sup>th</sup> 2014 issue of the Riverhead News Review, and

**BE IT FURTHER RESOLVED**, that all Town Hall departments may review and obtain a copy of this resolution from the Electronic Storage Device and, if needed, a certified copy of same may be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Ave., Riverhead, New York on February 4<sup>th</sup>, 2014 at 2:10 PM to consider the special use permit of Mainstream House, LLC to convert a structure from office/retail to single family dwelling use to be leased as a sober recovery home on a 0.379ac. parcel zoned Downtown Center 3 Office (DC-3); such property being located at 755 East Main Street (SR25) and more particularly described as SCTM 0600-127-7-15

Dated: Riverhead, New York  
January 22, 2014

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

01.22.14  
140044

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 44**

**APPOINTS AN ASSISTANT RECREATION LEADER  
TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-In Asst. Recreation Leader I (Level 9) is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective January 22<sup>nd</sup>, 2014, this Town Board hereby appoints Kenneth Drumm to the position of Call-In Asst. Recreation Leader, to be paid the rate of \$12.85 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140045

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 45**

**APPOINTS A RECREATION AIDE LEVEL II**  
**TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Call-In Recreation Aide I, Level 2 is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective January 22<sup>nd</sup>, 2014, this Town Board hereby appoints Ryan Heins to the position of Call-In Recreation Aide I, Level 2 to be paid the rate of \$8.80 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140046

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 46**

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the January 30, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19<sup>th</sup> day of February, 2014 at 7:10 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

**CHAPTER 108  
Zoning  
Article XIII  
Supplementary Use Regulations**

**§ 108-59. Swimming pools.**

No swimming pool shall be constructed, used or maintained in any district without a permit and except in accordance with the following provisions:

A. Fencing; exceptions.

- (1) Every outdoor swimming pool shall be completely surrounded by a fence which shall comply with the following:
  - (a) Fences shall be at least four feet in height with a maximum vertical clearance to grade of two inches.
  - (b) The finished side of the fencing shall face away from the pool.
  - (c) Where a picket-type fence is provided, horizontal openings between pickets shall not exceed 2 3/8 inches. Height shall be measured vertically from the lowest horizontal support to the top of the pickets.
  - (d) Where a chain link fence is provided, the openings between links shall not exceed 2 3/8 inches.
  - (e) Enclosure shall be constructed so as not to provide footholds.
  - (f) Pickets and chain link twists shall extend to above the upper horizontal bar.
  - (g) Such enclosure shall have railings and posts within the enclosure, which shall be capable of resisting a minimum lateral load of 150 pounds applied midway between posts and at top of posts respectively. Enclosure, fence material or fabric shall be capable of withstanding a concentrated lateral load of 50 pounds

applied anywhere between supports on an area 12 inches square, without failure or permanent deformation.

(h) A wall or a dwelling is permitted to serve as part of the enclosure under the following conditions:

[1] Windows in the wall shall have a latching device at least 40 inches above the floor.

[2] A swinging door in the wall shall be self-closing and self-latching.

[3] A sliding door in the wall shall have a self-latching device.

(2) A pool less than ~~48~~ 24 inches deep is exempt from the requirements of Subsection A(1) above.

- B. In the event that an owner shall abandon an outdoor swimming pool, he shall so notify the Zoning Officer, and he shall forthwith fill all voids and depressions with clean fill material consisting of common earth and/or sand, and restore the premises to the same grade and condition as before the swimming pool was constructed and shall accordingly notify the Zoning Officer when said restoration work has been completed.
- C. No current-carrying electrical conductors, except electric wiring to equipment essential for illumination and necessary operation of swimming pools, shall cross an outdoor swimming pool either overhead or underground or be installed within 15 feet of such pool. All metal enclosures, fences or railings near or adjacent to an outdoor swimming pool which might become electrically charged as a result of contact with broken overhead conductors or from any other cause shall be effectively grounded.
- D. Outdoor and indoor swimming pools are permitted in all residence districts only as an accessory use to a dwelling for the private use of the owner or occupants of such premises and his family and guests.
- E. Outdoor and indoor swimming pools are permitted in all other districts as a main or accessory use.
- F. All proposed swimming pools, with exception of a pool less than ~~48~~ 24 inches deep which shall be exempt from the requirements of this subsection, that are within jurisdiction of the Conservation Advisory Council shall be equipped with a pump-out and a minimum 4 foot diameter x 4 foot deep drywell for pool discharge. The location of dry wells shall comply with the minimum setbacks from wetlands set forth in Town Code §107-4. Drainage of swimming pools into wetlands or any water body is prohibited.

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

Dated: Riverhead, New York  
January 22, 2014

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

**DIANE M. WILHELM, Town Clerk**

01.22.14  
140047

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 47**

**AMENDMENT TO TRAVEL POLICY AND PROCEDURES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town, by Resolution #147 adopted on February 20, 2013, adopted a Travel Policy and Procedures to help Town employees understand travel and conference rules and regulations and provide instruction on how to be reimbursed for their expenses; and.

**WHEREAS**, the Town Board seeks to amend the Travel Policy and Procedures to clarify the policy objectives and procedures and, provide reference information to assist Town Officials, Department Heads and employees adhere to the Travel and Conference Policy and Procedures.

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

Town of Riverhead

Travel and Conference Policy and Procedures

**Introduction**

~~The following directive provides information and guidance regarding Town of Riverhead policies and procedures pertaining to employee travel for conferences, seminar classes etc., its authorization and submission of claims for reimbursement of expenses. It is intended to assist employees and others who are required to travel in the performance of their duties, as well as personnel responsible for the administration of travel regulations.~~

The policy and procedure set forth below is intended to provide information, guidance and instruction to Town Officials, Departments and employees (the term "employee(s)" or "traveler(s)" is intended to include all town personnel referenced above) regarding Town of Riverhead Travel and Conference Policy and Procedures, including authorization to attend conferences and seminars and submission of claims for reimbursement of expenses related to employee travel. The Travel and Conference Policy and Procedure applies only to attendance at and travel related to official town business.

~~**NOTE:** Rules and regulations in this directive will address the majority of Town of Riverhead travel.~~

Official Town of Riverhead travel is ~~either related to~~ defined as:

1. Temporary duty away from the official station (usual work location) related to and for the purposes of performance of various duties for which the employee is principally employed and/or related to town business
2. Local travel in and around the official station related to and for the purposes of performance of various duties for which the employee is principally employed and/or related to town business
3. Travel to maintain education, licensing and/or certification

## **Policy Statement**

Town of Riverhead travel is generally defined as transportation on Town of Riverhead business in excess of one's normal commute. Town of Riverhead-approved travel includes travel on official Town of Riverhead business requiring the employee to travel from normal place of employment (i.e. 200 Howell Ave.) to another destination and return to ~~home or~~ normal place of employment and may include travel from home to an alternate work location or from an alternate location to home (often referred to as "in travel status"), ~~but Town of Riverhead approved official~~ travel does not include commuting between home and normal place of employment. It is the policy of Town of Riverhead to reimburse ~~staff~~ employees for appropriate and approved travel-related costs and activities while in travel status, however, the policies and procedures shall not in any way diminish or limit the authority of the Department Head, Supervisor or Town Board to approve, deny or set appropriate restrictions or limitations related to travel. Under no circumstances shall the Town provide reimbursement for expenses related to personal travel. Note, the policies and procedures herein apply to all sources of departmental funds and Town of Riverhead appropriations of Town of Riverhead funds. Employees are responsible for following this policy, and, if applicable, additional policies of their particular department set by their Department Head.

~~Travel reimbursements will only be granted if the proper documentation is submitted. Auditors review expenditures for Town of Riverhead travel using the same standards that apply to travel by Federal employees. Town of Riverhead travel policy follows these guidelines and it applies to all employees that travel away from normal business locations (200 Howell Ave.). Individuals should be familiar with the specific cost allowability and limits provided by their respective departments funding. In no case will an amount be reimbursed that is larger than allowed under the Town of Riverhead policies and procedures. Town of Riverhead requires prior written approval if travel exceeds the budgeted amount. Please consult with your department head / Supervisor's office~~ **PRIOR TO SPENDING FUNDS.**

It is the intent of the Town of Riverhead Travel and Conference Policy and Procedures to follow, with some exceptions outlined below, the federal guidelines and policies for federal employee travel and reimbursement for travel expenses. Auditors review expenditures for Town of Riverhead travel using the Town of Riverhead Travel and

Conference Policy and Procedures and standards applicable to travel by federal employees. (See <http://www.gsa.gov> for federal policy and regulations regarding travel, lodging, and meals...etc.). This Travel and Conference Policy and Procedures shall apply to all employees that travel away from normal business locations (i.e. 200 Howell Ave.). Travel reimbursements will only be granted if the proper documentation consistent with the Travel and Conference Policy and Procedures and such other policies and/or procedures implemented by the Town are submitted by the employee seeking reimbursement. Employees should be familiar with the specific cost availability and limits provided by their respective departments funding. In no case will an amount be reimbursed that is larger than allowed under the Town of Riverhead Travel and Conference Policy and Procedures. In addition to the policy set forth below, in the event that the travel exceeds the allocated budget of the department, the department head must obtain approval, via Town Board Resolution, to approve the travel. Please consult with and obtain the approval of your Department Head / Office of Supervisor PRIOR TO SPENDING FUNDS.

## **Policy**

~~All requests for travel / conference fees / meals / mileage must be presented with a Purchase Requisition in correct form.~~

~~1- All Overnight Travel must have Department Head and Town of Riverhead Board approval by a Town Board Resolution.~~

~~2- All travel and conference **not** requiring overnight stay will have approval from department head and Town Supervisor.~~

~~3- All travel expenses MUST BE APPROVED PRIOR to conference date and submitted on the attached form.~~

~~4- Reimbursement pertaining to conferences/education for the purpose of maintaining licensing and or certification to keep Town of Riverhead employees current to perform necessary Town of Riverhead responsibilities must be approved by the department head and the Town Supervisor. Must adhere to union contract.~~

### 1. Authorization and Approval

It is essential that the employee's travel is authorized with a written approval as set forth in the policy provisions outlined below and the Department Head must verify sufficient funds (budget line) for the projected expenses that will be incurred related to the travel. In all cases, travelers are expected to exercise the same care in spending public funds that a prudent person would exercise when traveling on personal business. Travelers are expected to arrange travel such that all costs, transportation, lodging and meals are most efficient and cost effective, it is expected that employees will not incur lodging or meal expenses due to prolonged attendance at a destination, unless it is determined that it is more economical for the Town to have the employee remain at the destination location for a limited but extended period of time. Note, the employee must submit

documentation to demonstrate the cost savings to the Town. The Town will consider the location and the time that the conference/seminar/training begins and ends in evaluating the appropriateness of travel plans.

A.Overnight travel shall require approval by the Department Head and approval, by the adoption of a resolution, by the Town Board, except as set forth in policy provision 1 (D) set forth below. It is the responsibility of the Department Head and employee to adhere to the policy regarding reimbursement for transportation, meals and lodging set forth below.

B.Travel not requiring an overnight stay shall require the approval from department head and Town Supervisor except as set forth in policy provision 1 (D) set forth below. It is the responsibility of the Department Head and employee to adhere to the policy regarding reimbursement for transportation and meals set forth below.

C.Any expense related to attendance or participation in conferences/education for the purpose of maintaining licensing and/or certification to keep Town of Riverhead employees current to perform necessary Town of Riverhead responsibilities must be approved by the Department Head and the Town Supervisor. Note, if overnight travel is included in the attendance at the conference, then Town Board approval is required. It is the responsibility of the Department Head and employee to adhere to the policy regarding reimbursement for transportation, meals and lodging as may be applicable and any employment contract provisions, and as may be applicable.

D.Any expense related to legislative travel shall be subject to the provisions set forth in this provision, provision 1 (D). Legislative travel shall be defined as travel by a member of the legislative body, Town Board, and/or travel by a Department Head (including his/her designee) at the request of or at the direction of a member(s) of the legislative body related to attendance at a professional meeting to present or participate in an organized discussion related to issues directly impacting revenue, promoting economic vitality & growth, etc for the Town of Riverhead. In the event that a member of the legislative body is required to travel for the purposes set forth above and/or requests/directs Department Head to travel for such purpose, the member of the legislative body must obtain approval, in writing, from a majority of the legislative body. It is the responsibility of the member(s) of the Town Board and any Department Head(s) to adhere to the policy regarding reimbursement for transportation, meals and lodging as may be applicable and any employment contract provisions, and as may be applicable.

## 2. Travel and Conference Authorization & Approval Documentation

As set forth above, all travel expenses and conference fees must be approved prior to the conference, seminar or program date. It is the responsibility of the employee to complete the Travel and Conference Authorization & Approval form and attach a copy of the conference/seminar brochure and registration form, together with a Purchase Requisition and it is the responsibility of the employee to obtain the approval from

his/her Department Head and, if required, the approval of the Supervisor and/or Resolution of the Town Board. All anticipated and projected fees and expenses related to attendance at a conference/seminar/program, including travel costs, lodging, and meals for which the employee will seek reimbursement must comply with this policy and must be identified on the Travel and Conference Authorization & Approval form and/or Resolution of the Town Board.

### 3. Travel and Conference Request for Reimbursement

All employees seeking reimbursement for expenses related to travel and conferences must complete and submit the Travel and Conference Reimbursement form with receipts and/or documentation evidencing expenses together with a copy of the Travel and Conference Authorization & Approval and Voucher for Payment to the Office of the Financial Administrator. Note, in the event that the request for reimbursement exceeds the projected and approved costs/expenses listed in the Travel and Conference Authorization & Approval form but in all other respects complies with this policy, the employee shall be required to obtain the approval of his/her Department Head and/or Office of the Supervisor on the Travel and Conference Request for Reimbursement.

## **Expenses Eligible for Reimbursement:**

### **Ground Transportation**

~~Taxi fares, trains, are reimbursable where automobile transportation is not practical. This includes taxis between hotels and railroad stations or airports, between appointments or between hotels and places of temporary duty. Mileage is reimbursable at the current rate specified by the IRS. Mileage reimbursement at the current IRS rate will be inclusive of automobile insurance, maintenance, repairs, gas etc. Receipts are required for reimbursement on public transportation usage and a MapQuest or similar document is required on ALL mileage reimbursements. **NO reimbursements will be made by the Town of Riverhead without proper documentation.**~~

### **Lodging**

~~Travelers must book standard accommodations in reasonably priced, commercial-class hotels and motels. Use of preferred hotel vendors is encouraged (contact Town of Riverhead Purchasing Dept.). Travelers will ask for municipal discounts at all hotels and motels, many of which charge reduced rates to those who identify themselves as a municipality. Travelers will be reimbursed for the reasonable **(limited to US General Services Per Diem Rates)** and actual cost of lodging. Conference-site hotels will be reimbursed at the actual cost. Hotels / Motels will be paid directly and in accordance with pricing stated on Purchase Order whenever possible.~~

~~**\*\*\*UNDER NO CIRCUMSTANCE WILL THE TOR REIMBURSE FOR MOVIES, IN ROOM MEALS OR ALCOHOL**~~

### **Meals and Incidentals**

~~Meals will be reimbursed in the amount allowed based on the US General Services Per Diem Rates. (See <http://www.gsa.gov/portal/category/100120> for current rates.)~~

## **Sales Tax**

The Town of Riverhead will not reimburse sales tax. When feasible the employee must obtain a sales exempt certificate from the Town of Riverhead accounting office prior to incurring expenses and ascertain it is being used by the vendor. Certain non-exempt hotel occupancy taxes will be paid.

## **Tips**

The Town of Riverhead will pay for tips only when necessary and with proper documentation. Tip reimbursement will be capped at 15% of the service provided and must be accompanied by a signed receipt.

~~\*\*\* If the proper documentation/receipts pertaining to the respective request for reimbursement are not followed according to this policy the payment will be denied and vendor payment will be the responsibility of the traveler.~~

## **Expenses Eligible for Reimbursement**

### 1. Transportation

Travelers should use the most efficient and cost effective method of transportation available. When choosing a method of transportation, several factors should be considered: distance being traveled, travel time, number of travels, number of locations to be visited, type and cost of transportation available. MapQuest or similar document is required on ALL mileage reimbursements and receipts are required for reimbursement on public transportation, parking, and to the extent possible tolls.

### Town Vehicle(s)

If available, town vehicles should be considered when the use of an automobile is required. Gasoline and other necessary expensed incurred while a town vehicle is being used for town purposes will be reimbursed.

### Personal Vehicle

A personal or privately owned vehicle may be used for Town business purposes when a town vehicle or common carrier is not available, cost effective, practical or otherwise appropriate. Mileage reimbursement rates are determined by the IRS and collective bargaining agreements. The mileage reimbursement rate is intended to cover all fuel, maintenance, insurance, transportation, and operating costs. There shall be no reimbursement for the cost of repairs to the vehicle or other such costs whether they result from the traveler's actions or the actions of others. The Town does not assume responsibility for deductibles or other uninsured loss to the vehicle. Any damage to a privately owned vehicle used for Town business is covered by the individuals' private insurance, costs for which are also included in the mileage reimbursement. Costs for parking and moving violations are not reimbursable. Tolls and reasonable parking charges will be reimbursed in addition to the mileage allowance.

## Rental Vehicle

If a rental vehicle is necessary and prudent, the employee should use the state or federal policy, rates and/or contracts (See [www.osc.state.ny.us](http://www.osc.state.ny.us) or <http://www.gsa.gov> for federal policy and regulations regarding travel, lodging, and meals...etc. ). Information about a rental contract may be obtained from the Office of the Financial Administrator or the websites provided above. It is recommended that the traveler rent in the name of the Town of Riverhead and sign the agreement as agent for the Town. It is recommended that the traveler purchase the collision damage waiver. Travelers should check with the Office for Financial Administrator for the reimbursement policy for this expense. Note, no reimbursements will be made by the Town of Riverhead without proper approval and/or documentation.

## Common Carrier

Travel may include using a common carrier such as a train, bus taxicab or airplane. Where possible, travel should be scheduled using the NYS travel services contracts and/or coach accommodations when traveling by commercial air. Taxi fares, trains, are reimbursable where automobile transportation is not practical. This includes taxis between hotels and railroad stations or airports, between appointments or between hotels and places of temporary duty.

## 2.Lodging

Travelers must book standard accommodations in reasonably priced, commercial-class hotels and motels. Use of preferred hotel vendors is encouraged (contact Town of Riverhead Purchasing Dept.). Travelers will ask for municipal discounts at all hotels and motels, many of which charge reduced rates to those who identify themselves as a municipality. Hotels / Motels will be paid directly and in accordance with pricing stated on Purchase Order whenever possible. Note, travelers will be reimbursed for the reasonable (limited to US General Services Per Diem Rates) and actual cost of lodging, except conference-site hotels will be reimbursed at the actual cost. Note, if the fee for lodging is included as part of the conference or seminar fee, there shall be no reimbursement.

## 3.Meals and Incidentals

Meals will be reimbursed in the amount allowed based on the US General Services Per Diem Rates-, except in the event travel and/or conference exceeds the standard daily hours of employment i.e. 35 hour week employee=7 hours per day, 40 hour week employee=8 hours per day there shall be no deduction for first and last day of travel. Only the time an employee is determined to be in travel status may be included in the calculation of hours of employment, i.e. travel time at the end of the workday where the employee is free to engage in personal pursuits and activities will not be deemed in travel status and hence will not be calculated in daily hours. The reimbursement for all meals will be reimbursed at the rate for the destination of travel. Note, the per diem meal rate reflects the total amount paid for each meal. (See <http://www.gsa.gov> for

current rates.) Note, if the fee for a conference or seminar includes meals(s) the Town shall not reimburse the employee for the meal(s).

#### 4.Sales Tax

The Town of Riverhead will not reimburse sales tax. When feasible the employee must obtain a sales exempt certificate from the Town of Riverhead accounting office prior to incurring expenses and ascertain it is being used by the vendor. Certain non-exempt hotel occupancy taxes will be paid.

\*\*\* If the proper documentation/receipts pertaining to the respective request for reimbursement are not followed according to this policy the payment will be denied and vendor payment will be the responsibility of the traveler.

#### 5.Miscellaneous Expenses

Only actual, reasonable and necessary town related business expenses will be reimbursed, and such expenses must be properly indicated and justified on the travel form/request for reimbursement. Examples of reimbursable town business expenses include: telephone calls to Town/department; internet connection fees, supplies and materials. Examples of non reimbursable expenses include speeding fines, parking tickets, entertainment (in room movies, theater tickets, sight seeking, golf outings and such other personal expenses). Note, under no circumstance will the Town reimburse for alcohol or alcoholic beverages.

#### 6.Special Circumstances (Expense Policy Exception Request)

In those instances where requests for travel and other business reimbursements do not conform to stated Town policies, an Expense Policy Exception Request must be submitted with the traveler's Expense Report, explaining the reasons for not conforming to stated Town policies, signed by the Department Head and the Supervisor or his designee. The traveler's immediate supervisor's signature on an Expense Policy Exception Request is not adequate.

#### 7.Cancellation/Cancellation Fees

Note, if a trip is cancelled at the direction of the Town or host of the conference/seminar/program/event the traveler will not be responsible for any costs incurred. If a trip is cancelled for the traveler's convenience, he or she may be responsible for any costs incurred by the Town and/or traveler to arrange, reserve attendance at, and travel to the destination of the conference/seminar/program or event.

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140048

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 48**

**APPOINTS TOWN ATTORNEY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Section 24 of Town Law provides that the Office of Town Attorney shall be held until the first day of January next succeeding the first biennial town election held after the time of the appointment; being January 1, 2014; and

**NOW, THEREFORE, BE IT RESOLVED**, that Robert F. Kozakiewicz, Esq. be and is hereby appointed to the two-year term of Town Attorney, effective January 1, 2014 through December 31, 2015 in accordance with Section 24 of Town Law; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Robert F. Kozakiewicz at 788 Reeves Avenue, Riverhead, New York 11901 and the Office of Accounting; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 49

**AUTHORIZES ATTENDANCE AT THE 2014 TRAINING SCHOOL  
AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Association of Towns is hosting their 2014 Training School and Annual Meeting at the Hilton Hotel and the Sheraton NY Hotel, New York City, on Sunday, February 16<sup>th</sup> through Wednesday, February 19<sup>th</sup>, 2014; and

**WHEREAS**, it is the desire of the following individuals to attend such course:

Robert F. Kozakiewicz, Town Attorney;  
Annemarie Prudenti, Deputy Town Attorney;  
Daniel McCormick, Deputy Town Attorney; and  
William M. Duffy, Deputy Town Attorney.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the aforementioned individuals to attend the Association of Towns 2014 Training School and Annual Meeting to be held at the Hilton Hotel and the Sheraton NY Hotel, New York City on Sunday, February 16<sup>th</sup> through Wednesday, February 19<sup>th</sup>, 2014; and be it further

**RESOLVED**, that the Town Board hereby authorizes overnight accommodations to be limited to one evening, Monday, February 17, 2014 at either of the aforementioned hotels; and be it further

**RESOLVED**, that approved related expenses incurred by the individuals will be reimbursed upon proper submission of receipts; and be it further

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

**THE VOTE**

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

**TOWN OF RIVERHEAD**

**Resolution # 50**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
SIDNEY B. BOWNE & SON, LLP**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

**WHEREAS**, Sidney B. Bowne & Son, LLP, is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with Sidney B. Bowne & Son, LLP, regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Leslie A. Mitchel, Bowne & Son, LLP, 235 East Jericho Turnpike, Mineola, New York, 11501; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; 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 certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

**THE TOWN OF RIVERHEAD**

**AND**

**SIDNEY B. BOWNE & SON, LLP**

AGREEMENT made this 22<sup>nd</sup> day of January, 2014, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and SIDNEY B. BOWNE & SON, LLP, with principal offices at 235 East Jericho Turnpike, Mineola, NY 11501 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012 dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

**The term of this Agreement shall be effective and deemed commencing on October 17, 2013, and terminating on December 31, 2014.** This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

## 2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant

Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all of the parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof

pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that James J. Antonelli, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/ Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph.

However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the

Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director  
Suffolk County Real Property Tax Service Agency  
300 Center Drive  
Riverhead, New York 11901-3398

*Failure to provide the required written notification shall be a violation of this Agreement.*

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

#### 4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

#### 5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The billable amount for the project or milestone/portion of the project based on an hourly billable rate (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2012, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For James Antonelli, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer, the billable rate shall be \$110.00 per hour for the term of this Agreement.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, site inspection including commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

## 6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
  - a) General aggregate - \$2,000,000.00
  - b) Products completed, operations aggregate - \$2,000,000
  - c) Personal and advertising injury - \$1,000,000.00
  - d) Each occurrence - \$2,000,000.00
  - e) Fire damage - \$50,000.00
  - f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

- a) Any auto coverage - \$1,000,000.00
- b) Hired autos - \$1,000,000.00
- c) Non-owned auto coverage - \$1,000,000.00

3) Workers' Compensation Insurance and Employer Liability

- a) Each accident - \$100,000.00
- b) Disease - policy limit \$500,000.00
- c) Disease - each employee \$100,000.00

4) Disability Benefits - Liability (Statutory requirements)

5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

6) Excess Umbrella Liability Insurance Coverage: \$5,000,000.00 per occurrence/aggregate

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

## 7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract or otherwise under law, trade names, domain

names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901  
Att: Riverhead Town Attorney

SIDNEY B. BOWNE & SON, LLP  
235 East Jericho Turnpike  
Mineola, New York 11501  
Att: James Antonelli, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

#### 10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

#### 11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

SIDNEY B. BOWNE & SON, LLP

TOWN OF RIVERHEAD

By: [Redacted]  
Frank Antetomaso, Partner

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

Date: [Redacted]

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



**TOWN OF RIVERHEAD**

**Resolution # 51**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
D & B ENGINEERS AND ARCHITECTS, P.C.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

**WHEREAS**, D & B Engineers and Architects, P.C., is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with D & B Engineers and Architects, P.C., regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Cabrera, D & B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, 11797; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; 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 certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

**THE TOWN OF RIVERHEAD**

**AND**

**D & B ENGINEERS AND ARCHITECTS, P.C.**

AGREEMENT made this 22nd day of January, 2014, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and D & B ENGINEERS AND ARCHITECTS, P.C., with principal offices at 330 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012, dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

**The term of this Agreement shall be effective and deemed commencing on October 17, 2013, and terminating on December 31, 2014.** This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

## 2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant

Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule, subject to reasonable notice to Engineer/Consultant.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with, and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the

maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

### 3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that Kenneth J. Pritchard, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to

correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License

Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director  
Suffolk County Real Property Tax Service Agency  
300 Center Drive  
Riverhead, New York 11901-3398

*Failure to provide the required written notification shall be a violation of this Agreement.*

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

#### 4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

#### 5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The hourly billable rate for the project or milestone /portion of the project (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2012, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For Kenneth J. Pritchard, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer or site inspection by any party (including but not limited to Steven Cabrera, Christopher Clement, Jason Tonne, Steve Patak, Meredith Byers, John Cammarano, Adam Silbert, Anthony Raguseo and Phil Minicozzi), the billable rate shall be \$110.00 per hour

for the term of this Agreement. However, commute time to and from the inspection site shall be a non-billable cost.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

## 6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
  - a) General aggregate - \$4,000,000.00
  - b) Products completed, operations aggregate - \$2,000,000
  - c) Personal and advertising injury - \$2,000,000.00
  - d) Each occurrence - \$2,000,000.00
  - e) Fire damage - \$50,000.00
  - f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

- a) Any auto coverage - \$1,000,000.00
- b) Hired autos - \$1,000,000.00
- c) Non-owned auto coverage - \$1,000,000.00

3) Workers' Compensation Insurance and Employer Liability

- a) Each accident - \$100,000.00
- b) Disease - policy limit \$500,000.00
- c) Disease - each employee \$100,000.00

4) Disability Benefits - Liability (Statutory requirements)

5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

6) Excess Umbrella Liability Insurance Coverage addressing the above policy limits subject to approval of the Town.

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

## 7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising as a result of the negligent performance of work under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract

or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901  
Att: Riverhead Town Attorney

D & B ENGINEERS AND ARCHITECTS, P.C.  
330 Crossways Park Drive  
Woodbury, New York 11797  
Att: Kenneth J. Pritchard, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any

and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

#### 10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

#### 11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

D & B ENGINEERS AND ARCHITECTS, P.C.

TOWN OF RIVERHEAD

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

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

Kenneth J. Pritchard, P. E., Vice-President

Sean M. Walter, Town Supervisor

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

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

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in the State of New York, personally appeared Kenneth J. Pritchard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF SUFFOLK)

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in the State of New York, personally appeared Sean M. Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

01.22.14  
140052

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 52**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Senior Citizen Department offers a wide variety of programs, activities and support services for the older residents of the Riverhead community which include music and entertainment; and

**WHEREAS**, Thomas Parris represents that he is competent by reason of training and/or experience to provide music and entertainment services to the Senior Citizen Department;

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is authorized to execute the Agreement between the Town of Riverhead and Thomas Parris to provide music and entertainment services to the Senior Citizen Department in substantially the form annexed hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Thomas Parris, 118 King Road, Rocky Point, New York, 11778; Senior Center Director; the Accounting Department and the Town Attorney's Office; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



Senior Citizens Department  
200 Howell Avenue  
Riverhead, NY 11901  
(631) 722-4444

Independent Contractor Agreement

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 by and between the Senior Citizens Department of the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, NY, 11901, (hereinafter referred to as the "AGENCY") and Thomas Parris, (hereinafter referred to as the "Contractor"), residing at 118 King Road, Rocky Point, NY 11788.

WITNESSETH

1. This agreement shall commence in January 2014 and terminate at the end of December 2014.
2. This agreement is for Consultant services rendered to the agency by the contractor. The above consultant will provide Entertainment/DJ services for special events at the Senior Center.
3. The parties hereto agree that the fee for such services by the contractor shall be \$125.00/hour, to be paid following every event.
4. The Contractor represents that he/she is competent by reason of training and/or experience to provide the services described in item #2 above and will furnish these services in an effective and professional manner.
5. If there are events beyond his/her control and the contractor is unable to carry out the services described in item #2, then he/she shall immediately notify the SENIOR CITIZENS DEPARTMENT. A substitute can only be used if he/she is an affiliated member of the Contractor's organization and is covered by the Liability Insurance.
6. The contractor must sign a separate Hold Harmless Agreement and submit a Certificate of Liability Insurance naming the Town of Riverhead as additionally insured with a policy limit of \$1,000,000.00 per occurrence.
7. Failure to comply with any of the aforementioned terms and conditions will result in a cancellation of this agreement.
8. The Agency reserves the right to terminate this Agreement without notice and with no obligation to show due cause.

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Senior Citizens Director

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Town Supervisor

01.22.14  
140053

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 53**

**AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS  
AND MORTGAGEE OF THE PROPERTY LOCATED AT  
13 DURYEA STREET, RIVERHEAD, NEW YORK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board has determined that the property situated at 13 Duryea Street, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

**NOWHEREFORE, BE IT HEREBY RESOLVED**, that Robert F. Kozakiewicz, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 13 Duryea Street, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and be it further

**RESOLVED**, that it is left to the discretion of Robert F. Kozakiewicz, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140054

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 54**

**AWARDS BID FOR THE SALE OF 1985 FORD 555A BACKHOE LOADER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board, as governing body of the Town of Riverhead Sewer District, authorized the Town Clerk to publish and post a public notice for sealed bids for the sale of a 1985 ford 555A backhoe loader; and

**WHEREAS**, two bids were received, opened and read aloud on the 9<sup>th</sup> day of January, 2014 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

**WHEREAS**, Ed Goodwin of Mattituck, New York offered the best and highest price for the 1985 Ford 555A backhoe loader; and be it further

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, as governing body of the Town of Riverhead Sewer District, hereby awards the bid for the sale of 1985 Ford 555A backhoe loader Ed Goodwin, 290 Hill Street, Mattituck, New York; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to return all bid deposits submitted for the above project; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Ed Goodwin, 290 Hill Street, Mattituck, New York 11952; Michael Reichel, Sewer District Superintendent, and the Office of Accounting; 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 copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140055

ADOPTED

TOWN OF RIVERHEAD

Resolution # 55

**AUTHORIZES CO-SPONSORSHIP OF WEEKLY SATURDAY FARMER'S MARKET FROM FEBRUARY 1, 2014, TO MAY 17, 2014, WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC. AT 117 EAST MAIN STREET, RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

**WHEREAS**, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to co-sponsor a weekly Saturday Farmer's Market commencing on successive Saturdays from February 1, 2014, and ending on Saturday, May 17, 2014, from 11:00 a.m. to 3:00 p.m., at 117 East Main Street, Riverhead; and

**WHEREAS**, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events.

**WHEREAS**, the BIDMA is requesting approval to expend up to \$3,000.00 regarding site improvements and/or advertising or promotion.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a weekly Saturday Farmer's Market commencing on successive Saturdays from February 1, 2014, and ending on Saturday, May 17, 2014, from 11 a.m. to 3:00 p.m., at 117 East Main Street, Riverhead, **subject to the following pre-conditions:**

- 1. The subject property owner shall obtain all applicable municipal approvals and permits regarding site improvements pursuant to state and town building code requirements, including but not limited to fire, electrical, plumbing, and mechanical requirements enunciated by the Riverhead Town Building Department.**

2. Each participating vendor shall execute an indemnification and hold harmless agreement as well as a participating vendor packet in a form to be approved by the Town Attorney's Office.
3. Each participating vendor shall procure an insurance policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, Town of Riverhead Community Development Agency and Riverhead Business Improvement Management Association, Inc., as "additional insureds", with policy limits and coverage amounts acceptable to the Town Attorney's Office.
4. BIDMA shall be authorized to expend up to \$3,000.00 regarding site improvements and/or advertising or promotion related to the subject event subject to production of a BIDMA resolution approving same; and be it further

**RESOLVED**, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding valid and proper expenditures for this event, to the Riverhead Town Accounting Department; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East 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 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 ABSENT  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140056

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 56**

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the January 30, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC  
HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19<sup>th</sup> day of February, 2014 at 7:05 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

CHAPTER 108

Zoning

**§ 108-3. Definitions; word usage.**

**BREEZEWAY**

~~A roof which may or may not be supported by columns or pillars, tied into two buildings by structural members. A "breezeway" so constructed shall be considered as a part of the building and the two buildings which it connects shall be considered as one building.~~

Unenclosed structure, open to the outdoors, covered by a solid and impermeable roof assembly, as defined by Residential Code of New York State, projecting from the outside wall of a building, not to exceed width and length of eight feet by twenty-five feet, connecting a garage or other accessory building with a dwelling. Other types of attachments which extend more than 25 feet, or exceed 200 square feet in area, shall not attach a main building to a separate building unless such attachment meets the requirements of occupiable or habitable floor area.

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

Dated: Riverhead, New York  
January 22, 2014

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

**DIANE M. WILHELM**, Town Clerk

01.22.14  
140057

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 57**

**APPROVES HIGHWAY SUPERINTENDENT EXPENDITURES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, New York State Highway Law §142(1)(a) provides that the Town Highway Superintendent may, with approval of the Town Board, purchase equipment, tools and other implements to be used for highway maintenance, construction, reconstruction and/or snow removal; and

**WHEREAS**, New York State Highway Law §142(1)(a) also provides that the Town Board may authorize the Highway Superintendent to purchase equipment, tools and other implements without prior approval; and

**WHEREAS**, the Superintendent of Highways has requested Town Board authorization to spend up to \$75,000.00 for equipment, tools and implements without prior Town Board approval in order to provide an opportunity to purchase used equipment at state, county and municipal auctions and other such equipment, tools and implements to be used for highway maintenance, construction, reconstruction and/or snow removal, with the condition that all such purchases comply with New York State General Municipal Law §103 and the Town of Riverhead Procurement Policy.

**NOW THEREFORE BE IT RESOLVED** that the Superintendent of Highways be and is hereby authorized to spend up to \$75,000.00 for equipment, tools and other implements at any time without prior approval of the Town Board subject to recommendation and report of Financial Administrator as to availability of funds; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140058

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 58**

**AUTHORIZES THE REFUND OF COMMUNITY PRESERVATION MONEY  
ERRONEOUSLY PAID**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, upon written application by the grantor or grantee, the Code of the Town of Riverhead Chapter 14 Section 14-21 entitled "Refunds" authorizes the Treasurer as defined under Chapter 14 to make a refund of Community Preservation Fund ("CPF") money erroneously paid into the fund by a grantor or grantee; and

**WHEREAS**, Section 14-22 entitled "Deposit and disposition of revenue" provides that the Treasurer "shall retain such amount as he may determine to be necessary for refunds with respect to the tax imposed" and provides further authority for the Treasurer, as soon as discovery of the overpayment as possible, to adjust subsequent payment by the Treasurer to the Town Supervisor;

**WHEREAS**, Abstracts Inc. has notified the Treasurer of overpayment in the sum of \$600.00 and seeks a refund of Community Preservation Fund ("CPF") money erroneously paid into the fund in that sum; and

**WHEREAS**, Abstracts Inc. has notified the Town of Riverhead in writing that it seeks the refund of \$600.00 erroneously paid; and

**WHEREAS**, the Town Attorney's Office has researched the CPF refund claim and found the claim to be valid and within the time provided; and

**WHEREAS**, the Town of Riverhead has confirmed that said funds were received from the Suffolk County Treasurer.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board, be and hereby authorizes and consent s to the refund \$600.00 of CPF money to Abstracts Incorporated contingent upon the submission within the time prescribed under Section 14-21 of: (a) an application to the Treasurer; (b) a County of Suffolk Voucher; and (c) such other forms deemed necessary by the Town of Riverhead and/or County of Suffolk; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Abstracts Inc.; The Suffolk County Treasurer's Office; the Accounting

Department; the Office of the Supervisor 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 certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140059

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 59**

**AUTHORIZES THE RETENTION OF VHB ENGINEERING, SURVEYING AND  
LANDSCAPING ARCHITECTURE, P.C. AS AN EXPERT IN THE MATTER OF  
TRADITIONAL LINKS LLC V. RIVERHEAD TOWN ASSESSORS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Assessors have been named defendants in various actions commenced by Traditional Links LLC; and

**WHEREAS**, the Town Board, on advice of special counsel, has determined that it would be appropriate to engage the services of an expert in these matters.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby retains VHB Engineering, Surveying, and Landscaping Architecture, P.C. (VHB), nunc pro tunc, to act as its expert in connection with the above mentioned litigation for a sum not to exceed \$12,000.00; and be it further

**RESOLVED**, that the Town Board hereby ratifies signing of the agreement with VHB by the Law Firm of Scott DeSimone, P.C. and the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Scott DeSimone, P.C., LLP, 41780 Route 25, P.O. Box 233, Peconic, New York 11958-0233 and David Schiff, AICP, Principal, VHB Engineering, Surveying, and Landscaping Architecture, P.C. , 50 Main Street, Suite 360, White Plains, New York 10606; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140060

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 60**

**APPROVES CHAPTER 90 APPLICATION OF  
SUFFOLK COUNTY HOMEFRONT, INC.  
(24 Hour Run/Walk to Benefit Suffolk County Veterans – May 17<sup>th</sup> and 18<sup>th</sup>, 2014)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on January 6, 2014, Chris Cuddihy, on behalf of Suffolk County Homefront, Inc., submitted a Chapter 90 Application for the purpose of conducting a 24 hour Run/Walk to benefit Suffolk County veterans at the Peconic Riverfront, to be held on Saturday, May 17, 2014 commencing at 12:00 noon, continuing overnight, and ending on Sunday, May 18, 2014, at 12:00 noon; and

**WHEREAS**, Suffolk County Homefront, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

**WHEREAS**, Suffolk County Homefront, Inc. has requested the Chapter 90 Application Fee be waived due to its not-for-profit status: and

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

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

**RESOLVED**, that the Chapter 90 Application of Suffolk County Homefront, Inc. for the purpose of conducting a 24 hour Run/Walk to benefit Suffolk County veterans at the Peconic Riverfront, to be held on Saturday, May 17, 2014 commencing at 12:00 noon, continuing overnight, and ending on Sunday, May 18, 2014 at 12:00 noon, is hereby approved; and be it further

**RESOLVED**, that this approval is **subject to** receipt of a Certificate of Insurance to the satisfaction of the Town Attorney, evidencing adequate insurance limits and

naming the Town of Riverhead as an additional insured, **to be received no later than April 30, 2014**; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Suffolk County Homefront, Inc., c/o Chris Cuddihy, 132 Woodhull Avenue, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140061

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 61**

**WAIVES THE SHOWMOBILE APPLICATION FEE FOR  
SUFFOLK COUNTY HOMEFRONT, INC.**

**(24 Hour Run/Walk to Benefit Suffolk County Veterans – May 17<sup>th</sup> and 18<sup>th</sup>, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Suffolk County Homefront, Inc. has requested the use of the Riverhead Showmobile in conjunction with their “24 Hour Run/Walk to Benefit Suffolk County Veterans” to be held at the Peconic Riverfront on Saturday, May 17, 2014 commencing at 12:00 noon, continuing overnight, and ending on Sunday, May 18, 2014; and

**WHEREAS**, Suffolk County Homefront, Inc. has requested the fee for the use of the Riverhead Showmobile to be waived.

**NOW THEREFORE BE IT RESOLVED**, it is the desire of the Town Board to waive the application fee for the use of the Riverhead Showmobile in conjunction with the “24 Hour Run/Walk to Benefit Suffolk County Veterans” to be held at the Peconic Riverfront on Saturday, May 17, 2014 commencing at 12:00 noon, continuing overnight, and ending on Sunday, May 18, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Suffolk County Homefront, Inc., c/o Chris Cuddihy, 132 Woodhull Avenue, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140062

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 62**

**AUTHORIZES THE TOWN OF RIVERHEAD IN COOPERATION WITH CORNELL COOPERATIVE EXTENSION TO CONDUCT A BICYCLE ESSAY CONTEST**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Alternative Transportation Committee in cooperation with Cornell Cooperative Extension is conducting an essay contest for Riverhead students in grades five through nine to win a reconditioned bicycle and bicycle helmet; and

**WHEREAS**, the contest will require that contestants write an essay between two-hundred fifty and five-hundred words that demonstrates an interest in bicycling and will be judged based upon content, grammatical correctness, and neatness, with word processing of the essay encouraged but not required; and

**NOW, THEREFORE, BE IT RESOLVED**, that all essays must be submitted to the office of Councilwoman Jodi Giglio, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901 for judging by March 31, 2014; and therefore be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Town of Riverhead Alternative Transportation Committee and Cornell Cooperative Extension, 423 Griffing Avenue, Riverhead, New York 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140063

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 63**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BENCH STRENGTH PARTNERS, INC.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead, Town of Riverhead Water District, and Town of Riverhead Sewer District currently have lease agreements with several cellular companies regarding cellular towers on properties owned by the Town of Riverhead; and

**WHEREAS**, the Town of Riverhead, Town of Riverhead Water District, and Town of Riverhead Sewer District all recognize the growing need for increased cellular coverage in several areas and the benefit of enhanced emergency services for police and emergency services; and

**WHEREAS**, the Town of Riverhead, Town of Riverhead Water District, and Town of Riverhead Sewer District desire assistance in achieving the maximum value for their cell tower assets; and

**WHEREAS**, Bench Strength Partners, Inc. has the experience and knowledge to provide the services necessary to obtain fair value for the Town, Water and Sewer District's cell tower assets including, but not limited to, review of lease agreements, modification and amendments; review of payment history; verification of equipment upgrades; abstraction of lease terms; geo-coding of Town and competing antenna sites; renegotiation options for existing agreements; computing value of rental revenue for renewable leases using the Tower Optimization Process; and solicit additional carriers to utilize Town sites.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead, as legislative body for the Town of Riverhead and as governing body of Town of Riverhead Water and Sewer Districts, does hereby authorize the Supervisor to execute a Professional Services Agreement with Bench Strength Partners, Inc., subject to review and recommendation by the Office of the Town Attorney and counsel for the Town of Riverhead Water District and Sewer District; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Bench Strength Partners, Inc., 99 Tulip Avenue, Suite 202, Floral Park, NY 11001, Office of the Town Attorney and Town Accounting Office; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140064

ADOPTED

TOWN OF RIVERHEAD

Resolution # 64

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

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**, the Long Island Economic Development Regional Council (LIREDC) has been charged with funding “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 competes 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) on behalf of the Town of Riverhead submitted 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 LIREDC 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

**WHEREAS**, the LIREDC recommended funding the EPCAL sewer infrastructure and the Governor awarded \$1,340,000 towards the project.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Board authorizes acceptance of the grant, authorizes the Supervisor and other necessary CDA and Town employees to sign and submit required paperwork for acceptance of up to \$1,340,000 in NYS funding to support development of enhanced sewer infrastructure at the Enterprise Park at Calverton; and

**BE IT FURTHER RESOLVED**, that the Town of Riverhead Board authorizes the Accounting Department to set up appropriate budget lines and authorizes purchase orders as required to be issued; and

**BE IT FURTHER RESOLVED**, that the Town of Riverhead Board authorizes a \$250 application fee at time of acceptance of the Incentive Proposal and a 1% commitment fee (\$13,400) due when the grant documents are executed and processed; and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to the Community Development Agency, the Town Attorney, the Calverton Sewer Superintendent and the Financial Administrator; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140065

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 65**

**AUTHORIZES THE SUPERVISOR TO EXECUTE STIPULATION  
OF SETTLEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL  
1000, AFSCME, AFL-CIO, RIVERHEAD UNIT  
OF THE SUFFOLK LOCAL # 85 (CSEA)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**NOW THEREFORE BE IT RESOLVED**, that the Town Board be and hereby approves the stipulation of settlement and authorizes the Supervisor to execute same; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Personnel Director, CSEA Unit President, the Sewer/Scavenger Waste District, the Town Attorney's Office and the Financial Administrator; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 66**

**PAYS BILLS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

<b>ABSTRACT #14-1 January 9, 2014</b>		
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun Total</b>
GENERAL FUND	1	1,011,603.42
POLICE ATHLETIC LEAGUE	4	234.00
RECREATION PROGRAM FUND	6	3,056.90
ECONOMIC DEVELOPMENT ZONE FUND	30	5,000.00
HIGHWAY FUND	111	146,849.52
WATER DISTRICT	112	126,664.93
RIVERHEAD SEWER DISTRICT	114	33,284.66
REFUSE & GARBAGE COLLECTION DIST	115	6,397.22
STREET LIGHTING DISTRICT	116	9,225.63
PUBLIC PARKING DISTRICT	117	301.81
AMBULANCE DISTRICT	120	9,885.28
EAST CREEK DOCKING FACILITY FUND	122	1,060.72
CALVERTON SEWER DISTRICT	124	80,884.04
RIVERHEAD SCAVANGER WASTE DIST	128	19,312.03
RISK RETENTION FUND	175	8,646.84
CDBG CONSORTIUM ACCOUNT	181	838.06
GENERAL FUND DEBT SERVICE	384	20,500.00
TOWN HALL CAPITAL PROJECTS	406	35,000.00
CALVERTON SEWER CAPITAL PROJECT	424	935.27
SCAVENGER WASTE CAPITAL PROJECT	428	1,456.00
TRUST & AGENCY	735	22,998,518.24
CALVERTON PARK - C.D.A.	914	2,306.00
<b>TOTAL ALL FUNDS</b>		<b>24,521,960.57</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140066

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 66**

**PAYS BILLS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

<b>ABSTRACT #14-2 January 16, 2014 (TBM 1/22/14)</b>			
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun Total</b>	<b>Grand Totals</b>
GENERAL FUND	1	534,220.44	534,220.44
POLICE ATHLETIC LEAGUE	4	150.00	150.00
RECREATION PROGRAM FUND	6	1,543.71	1,543.71
HIGHWAY FUND	111	54,473.29	54,473.29
WATER DISTRICT	112	44,486.09	44,486.09
RIVERHEAD SEWER DISTRICT	114	304,542.06	304,542.06
REFUSE & GARBAGE COLLECTION	115	2,423.75	2,423.75
STREET LIGHTING DISTRICT	116	56,861.32	56,861.32
PUBLIC PARKING DISTRICT	117	3,917.17	3,917.17
AMBULANCE DISTRICT	120	2,841.76	2,841.76
EAST CREEK DOCKING FACILITY	122	2,646.29	2,646.29
CALVERTON SEWER DISTRICT	124	6,136.61	6,136.61
RIVERHEAD SCAVENGER WASTE DIST	128	24,071.02	24,071.02
WORKERS' COMPENSATION FUND	173	100,000.00	100,000.00
RISK RETENTION FUND	175	29,512.61	29,512.61
TOWN HALL CAPITAL PROJECTS	406	74,134.96	74,134.96
TRUST & AGENCY	735	12,966,447.73	12,966,447.73
CALVERTON PARK - C.D.A.	914	1,792.13	1,792.13
<b>TOTAL ALL FUNDS</b>		<b>14,210,200.94</b>	<b>14,210,200.94</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

01.22.14  
140067

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 67**

**RATIFIES THE EXECUTION OF A CONSTRUCTION STAGING AGREEMENT FOR WOOLWORTH REVITALIZATION, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, during construction of the drainage improvements for the Woolworth Revitalization, LLC project, it was discovered that a portion of the public parking lot owned by the Riverhead Public Parking District # 1 is needed for storage of materials, equipment, supplies or such other uses as determined by the Building Department.

**NOW THEREFORE IT IS HEREBY RESOLVED**, that the Town Board be and hereby, ratifies the execution of the attached Construction Staging Area License Agreement for use of portion of the public parking lot owned by the Riverhead Public Parking District # 1 by the Deputy Supervisor; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to East Island Site Development co., Inc.; W.J. Northridge Const. Corp.; the Office of the Town Attorney; and the Building Department; and be it further

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

There was a motion to consider resolution #67 by Councilman Wooten, seconded by Councilman Gabrielsen. Motion carried by unanimous vote.

Immediately thereafter there was a motion to put to vote.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared **ADOPTED**

## CONSTRUCTION STAGING AREA LICENSE AGREEMENT

THIS CONSTRUCTION STAGING AREA LICENSE AGREEMENT ["License"] is entered into by and between the TOWN OF RIVERHEAD, 200 Howell Avenue, Riverhead, NY ["Licensor"] and East Island Site Development Co., Inc., having a mailing address of P.O. Box 2407, Riverhead, NY 11901 and W.J. Northridge Const. Corp. having a business address at 20 Railroad Street, Huntington Station, NY 11746 [collectively "Licensee"]

### RECITALS

WHEREAS, Licensor is the owner of property currently used for a public parking and known as Public Parking Lot No.1 located on the westerly side of East Avenue, Riverhead, NY 11901 and

WHEREAS, the aforementioned property is in immediate proximity to real property owned and to be developed by Woolworth Revitalization LLC;

WHEREAS, Woolworth Revitalization LLC is proposing to redevelop certain real property known as 130 East Main Street, Riverhead NY 11901 and known as SCTM #0600-129-1-8.2 which redevelopment will provide a substantial benefit to the economic vitality of the downtown area of Riverhead Town as well as sales and property tax revenue to the Town eventually; and

WHEREAS, the Licensee are contractor/subcontractor to Woolworth Revitalization LLC; and

WHEREAS, the nature of redevelopment in the downtown area requires the use of the entire parcel of property being redeveloped for the building being constructed and parking facilities, leaving no property available for a construction staging area during the construction process for the installation of new drainage structures, presenting substantial practical difficulties and expense for redevelopment in the downtown area, and

WHEREAS, the Licensor has agreed to allow Licensee temporary use of a portion of said public property for a construction staging area pursuant to the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a temporary and non-exclusive license to use the portion of said public parking lot legally described on Exhibit A, ["the staging area"] which is attached to and made a part of this Agreement, for the purpose of a construction staging area for construction taking place on the property formerly known and used as the Woolworth Building, 130 East Main Street, Riverhead, NY ["the construction area"]. The rights of the Licensee under this License shall include a

nonexclusive right of Licensee over and across the staging area for storage and operation of construction equipment, sand and materials, supplies and for ingress and egress. The Licensee shall cooperate with the Licensor in determining the layout and exact use of the staging area and in protecting the Licensor's permanent use of the staging area as a public parking lot after this license has terminated.

2. **TERM.** The term of this License shall begin on the date hereof and may continue for so long as the Town's Building Department Administrator or his designee ["the Building Department Administrator"] determines that use of the staging area is necessary for the construction taking place at the construction area. Either the Licensor or the Licensee may terminate this License at any time upon seven (7) days written notice to the other party. If this License is terminated pursuant to this provision, the Licensee shall remove all equipment, fencing, materials and so forth from the staging area and return the site to its original or better condition within 10 business days after termination as directed by the Building Department Administrator.

3. **FEE.** No fee shall be required for this License.

4. **USE.** The rights of the Licensee hereunder shall be to temporarily use the designate area of the staging area for necessary construction related purposes, such as a construction trailer, construction equipment, a materials trailer, building materials and other related uses, all as determined by the Building Department Administrator and as specified in a Site Plan, including fencing and access, as approved by the Building Department Administrator. Licensee shall not permit any waste or damage to be done to the staging area and shall maintain the staging area and keep the said area in good condition and repair and free of any litter, construction debris or any other waste and not allow any such litter or debris to blow away from the site. The site shall be returned to the Licensor in its original or better than original condition when a temporary or permanent Certificate of Occupancy is issued for the construction area, and no permanent Certificate of Occupancy shall be issued unless and until the Licensor has approved the condition of the staging area. No materials, equipment or any else not intended and used for the construction area specified in Exhibit B shall be stored at this site.

5. **INDEMNIFICATION.** Licensee, individually and severally, shall indemnify, defend protect and hold harmless the Licensor, and its officers, agents, and employees from and against any and all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney's and in-house counsel fees), losses or damages arising from Licensee's use of the staging area, any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, construction workers, or invitees, except those arising out of the sole negligence or willful misconduct of the Licensor, its officers, agents and employees.

6. **RISK OF DAMAGE OR LOSS.** Licensee, individually and severally, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the staging area. Licensee hereby

releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to the Licensee's use of the staging area.

**7. HAZARDOUS MATERIALS.** Licensee shall not use, generate, manufacture, store or transport or dispose of, on or over the staging area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under federal or state laws, except for the hazardous materials which may be in the vehicles that Licensee will park or store on the staging area. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the staging area as a result of Licensee's use and occupancy thereof, Licensee shall provide notice as required by law and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by Licensor or any third party, to the satisfaction of the Licensor and any governmental body have jurisdiction thereof. Licensee must also notify Licensor as required by law of any release of hazardous materials that have come or will come to be located on or beneath the staging area.

**8. ALTERATIONS.** Licensee shall not alter the staging area or any improvements on the staging area except as specifically authorized by the Building Department Administrator.

**9. RESTORATION.** Licensee shall maintain the staging area in its current condition and will restore the staging area to its pre-construction condition to include repair to any damaged pavement, curbs, markings, or other public infrastructure components. All repairs must be completed ten [10] days after completion of the term outlined in paragraph 2 above.

**10. LIENS, TAXES AND ASSESSMENTS.** Licensee shall keep the staging area free from all liens, taxes and assessments resulting from or caused by the Licensee's use of the staging area, and shall operate the staging area in full compliance with all federal, state and municipal laws, ordinances and regulations governing the use and occupancy of the staging area.

**11. FENCING AND SIGNAGE.** Licensee may, with the advance approval of the Building Department Administrator, erect fencing and post signage at the entry to the staging area indicating that the use of the staging area is restricted to the Licensee during the term of this Agreement.

**12. SURRENDER.** Upon the termination of this license, all rights, title, use and interest of the Licensee in and to this License shall be surrendered peaceably to the Licensor and the Licensee shall remove all property from the staging area and restore the staging area and, if needed, any adjoining property, to its former condition or better.

**13. INSURANCE.** Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to the Licensor and approved in writing by the Licensor's Risk Manager and naming the Licensor as an additional insured.

14. **DEFAULT.** In the event of a breach by Licensee of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity, Licensor may re-enter the staging area and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this License; upon any such cancellation, all rights of Licensee in and to the staging area shall cease and terminate.

15. **RULES AND REGULATIONS.** The Building Department Administrator shall have the right to establish and enforce reasonable rules and regulations concerning the management, use and operation of the staging area, and compliance with said rules and regulations by the Licensee and his officers, agents and employees is expressly made a term of this License Agreement.

16. **ASSIGNMENT AND SUBLETTING.** This License is personal to the Licensee and Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Licensee's interest in the staging area to any other person or entity without the prior written consent of the Building Department Administrator, which consent may be withheld in the Building Department Administrator's or Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this License. In the event that the Building Department Administrator or the Licensor shall provide such prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.

17. **ATTORNEY'S FEES.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees, including those of in-house counsel.

18. **NOTICES.** All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder shall be in writing and signed by the party so giving notice, and shall, with respect to the Licensor, be delivered, received and time stamped in the office of the Town Attorney, 200 Howell Avenue, Riverhead, NY, 11901 with respect to the Licensee, the notices shall be given to: East Island Site Development Co., Inc., having a mailing address of P.O. Box 2407, Riverhead, NY 11901 and W.J. Northridge Const. Corp. having a business address at 20 Railroad Street, Huntington Station, NY 11746. Either party may, from time to time, change the designated party and address for its notices in the manner outlined above.

19. **GOVERNING LAW.** This License Agreement shall be interpreted, enforced and governed by the laws of the State of New York.

20. **AMENDMENTS.** No provision of this License Agreement may be amended or modified except by an agreement in writing executed by both parties hereto.

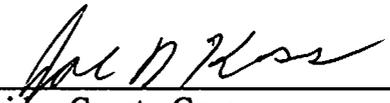
21. SEVERABILITY. In the event that one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

22. SOLE AGREEMENT. This License constitutes the sole agreement between the Licensor and the Licensee with respect to the staging are.

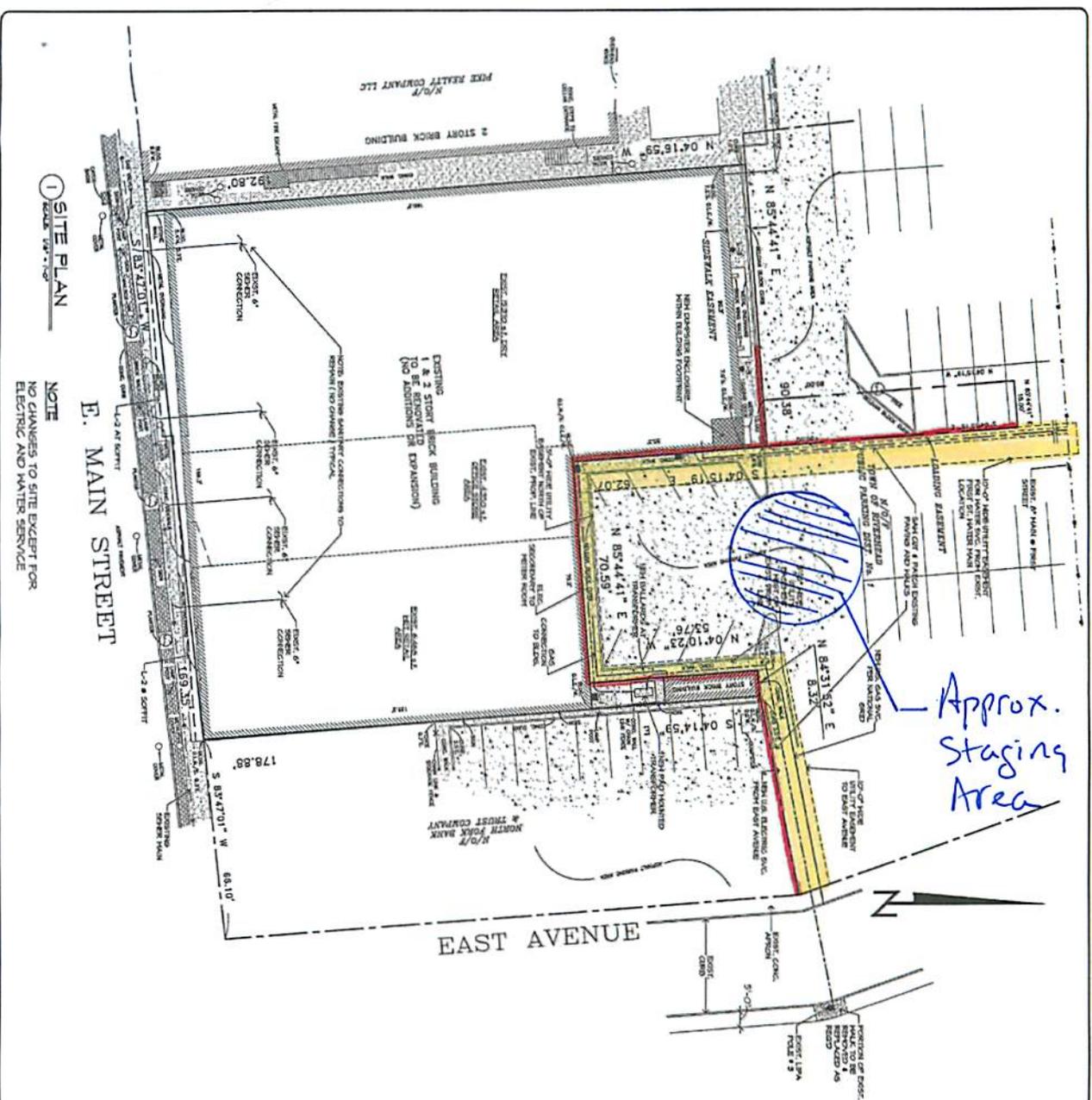
IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute triplicate original counterparts of this License this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Licensor: \_\_\_\_\_  
Town of Riverhead  
By: Sean M. Walter, Supervisor

Licensee:  \_\_\_\_\_  
East Island Site Development Co., Inc.  
By: Steve Reiter, President

Licensee:  \_\_\_\_\_  
W. J. Northridge Constr. Corp.  
By: Joe Ross, Superintendent, Asst. Project Manager

**EXHIBIT "A"**  
**TO**  
**CONSTRUCTION STAGING AREA LICENSE AGREEMENT**



**1 SITE PLAN**

**NOTE**  
NO CHANGES TO SITE EXCEPT FOR  
ELECTRIC AND WATER SERVICE

**E. MAIN STREET**

**EAST AVENUE**

*Approx. Staging Area*



**2 LOCATION MAP**

ITEM	REQUIRED	PROVIDED
PER LOT ASPHALT	5000 SQ. FT.	2740 SQ. FT.
PER LOT ASPHALT	50 FT.	50 FT.
PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.
PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.
PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.
PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.
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PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.
PER LOT ASPHALT	4000 SQ. FT.	4120 SQ. FT.

**PARKING DATA**

EXISTING ALLOCATED PARKING SPACES  
N. AVENUE 120  
E. AVENUE 120  
TOTAL 240  
PARKING PROVIDED ON SITE 0  
PARKING LOCATED OFF SITE 0  
TOTAL 0  
PARKING PROVIDED ON SITE 0  
PARKING LOCATED OFF SITE 0  
TOTAL 0

**EXISTING HYDRAULIC LOAD CALCULATION**

EXISTING HYDRAULIC LOAD  
FIRST FLOOR 1000 SQ. FT. @ 0.15 GPM/SQ. FT. = 150 GPM  
SECOND FLOOR 1000 SQ. FT. @ 0.15 GPM/SQ. FT. = 150 GPM  
TOTAL EXISTING HYDRAULIC LOAD = 300 GPM

**PROPOSED HYDRAULIC LOAD CALCULATION**

PROPOSED HYDRAULIC LOAD  
FIRST FLOOR 1000 SQ. FT. @ 0.15 GPM/SQ. FT. = 150 GPM  
SECOND FLOOR 1000 SQ. FT. @ 0.15 GPM/SQ. FT. = 150 GPM  
TOTAL PROPOSED HYDRAULIC LOAD = 300 GPM

**LIGHTING SCHEDULE**

1. THE OWNER IS TO CONSULT WITH THE ENGINEER TO DETERMINE THE APPROPRIATE LIGHTING FIXTURES AND TO OBTAIN THE NECESSARY PERMITS FROM THE LOCAL AUTHORITIES.  
2. THE OWNER IS TO CONSULT WITH THE ENGINEER TO DETERMINE THE APPROPRIATE LIGHTING FIXTURES AND TO OBTAIN THE NECESSARY PERMITS FROM THE LOCAL AUTHORITIES.  
3. THE OWNER IS TO CONSULT WITH THE ENGINEER TO DETERMINE THE APPROPRIATE LIGHTING FIXTURES AND TO OBTAIN THE NECESSARY PERMITS FROM THE LOCAL AUTHORITIES.

S.C. TAX No. 600-129-01-8.2

	PROJECT: WOOLWORTH REVITALIZATION, LLC 150 E. MAIN STREET RIVERHEAD, NY 11901	MARTIN F. SENDLEWSKI, A.I.A. ARCHITECT - PLANNER (631) 727-5352	DATE: ISSUE
	PROJECT #: 1217 DRAWN BY: JMS CAD FILE: 20240724.DWG	215 ROANOKE AVENUE RIVERHEAD, NEW YORK 11901	SEAL: