

MAY 18, 2011

CDA RESOLUTION LIST:

CDA

Res. #10 Rejects Bids from Developers of Workforce Housing Unit

TOWN BOARD RESOLUTION LIST:

Res. #355 Adoption of Capital and Intangible Asset Policy

Res. #356 Extends Bid Contract for Annual Diesel/Generator Maintenance for the Riverhead Water District

Res. #357 Rescinds Resolution 308 and Authorizes the Supervisor to Execute a Revised Professional Services Agreement with Suffolk Online Advertising

Res. #358 Appoints Student Interns to the Accounting Department (Jessica Egan, Samantha Messina)

Res. #359 2009 Account Balance Budget Adjustment

Res. #360 Riverhead Sewer Treatment Plant Upgrade Capital Project Budget Adjustment

Res. #361 Requesting the Conveyance of Parcels from Suffolk County to the Town of Riverhead Community Development Agency for Affordable Housing Program

Res. #362 Ratifies Approval of Military Leave of Absence for a Police Officer

Res. #363 Authorizes Town Supervisor to Execute Stipulation of Settlement with Earthcare-Riverhead Sewer District

Res. #364 Authorizes the Supervisor to Execute a License Agreement Between the Town of Riverhead and 300 East Main Street, LLC

Res. #365 Awards Bid Sludge Cake Removal Riverhead Sewer District

Res. #366 Authorizes the Attendance of Two Police Department Employees to the Annual New York's Statewide, TraCS Electronic Ticket & Data Transfer System Seminar

Res. #367 Ratifies Authorization for the Town Clerk to Publish and Post a Help Wanted Ad for a Maintenance Mechanic II

Res. #368 Ratifies Authorization for the Town Clerk to Publish and Post a Help Wanted Ad for a P.A.L. Coordinator

- Res. #369 Ratifies Authorization for the Town Clerk to Publish and Post a Help Wanted Ad for Pump-Out Boat Personnel
- Res. #370 Approves Request for Leave of Absence (Michael Maffia)
- Res. #371 Promotes a Maintenance Mechanic in the Building and Grounds Division of the Town Engineer's Department (David Zebrowski)
- Res. #372 Promotes a Maintenance Mechanic II in the Street Lighting Division of the Town Engineer's Department (James Smith)
- Res. #373 Accepts the Resignation of a Part-Time Crossing Guard (Edward Gibbs)
- Res. #374 Accepts the Retirement of a Senior Building Inspector (Leroy E. Barnes, Jr.)
- Res. #375 Accepts the Retirement of a Senior Wastewater Treatment Plant Operator II (Richard A. Bokinz)
- Res. #376 Accepts the Retirement of a Senior Account Clerk Typist (Maureen Lynn)
- Res. #377 Accepts the Retirement of an Account Clerk Typist (Suzanne M. McEvoy)
- Res. #378 Appoints Seasonal Beach Attendants to the Recreation Department
- Res. #379 Appoints a Seasonal Head Lifeguard, Level II to the Recreation Department (Johanna Imwalle)
- Res. #380 Appoints Seasonal Lifeguards to the Recreation Department
- Res. #381 Appoints a Call-In Registered Nurse to the Recreation Department (Christine Spero)
- Res. #382 Appoints a Season Call-In Beach Manager to the Recreation Department (Frank Villanell)
- Res. #383 Appoints a Seasonal Assistant Beach Manager to the Recreation Department (Kayleen Moran)
- Res. #384 Appoints a Seasonal Beach Manager to the Recreation Department (Michele Fusilli)
- Res. #385 Sets Salaries for 2011 Summer Personnel for the Recreation Department
- Res. #386 Appoints Summer Recreation Program Leaders to the Recreation Department
- Res. #387 Appoints Seasonal Water Safety Instructors to the Recreation Department

- Res. #388 Authorizes Town Supervisor to Execute Change Order No. 1 Howell Avenue Pump Station Reconstruction General & Mechanical Construction Contract No. RDSD 08-05G
- Res. #389 Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 48 Entitled, "Beaches and Recreation Centers" of the Riverhead Town Code
- Res. #390 Adopts a Local to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code (Accessory Apartments - §108-34. Purpose; Findings; Standards)
- Res. #391 Amends Resolution #296 of 2011 (Approves Chapter 90 Application of East End Arts & Humanities Council, Inc.)
- Res. #392 Authorizes the Supervisor to Execute an Agreement with Intelli-Tec Security Services, LLC
- Res. #393 Approves the Renaming of the Southern Portion of Horton Avenue, a Town of Riverhead Road, to "Caffrey Court"
- Res. #394 Authorization to Publish Advertisement for Reconstruction of Town Building Department
- Res. #395 Authorization to Publish Advertisement for Disposal of Town Generated Construction and Demolition Material
- Res. #396 Authorization to Publish Advertisement for Onsite Grinding of Town Yard Waste
- Res. #397 Authorization to Publish Advertisement for Sale of Surplus Ground Yard Waste
- Res. #398 Authorization to Publish Advertisement for a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant (NWIRP/ERCAL)
- Res. #399 Approves Chapter 90 Application of PC Richard & Son (Tent Sale – May 25<sup>th</sup> through May 31<sup>st</sup>, 2011)
- Res. #400 Extends Bid Contract for Disposal of Demolition and Construction Debris
- Res. #401 Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles and Traffic" of the Riverhead Town Code (§101-7, Turns)
- Res. #402 Extends Bid Contract for Truck Parts

- Res. #403 Designation of Town Landmark Pursuant to Chapter 73 of the Riverhead Town Code
- Res. #404 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 52 Entitled "Building Construction" of the Riverhead Town Code
- Res. #405 Authorizes the Supervisor to Execute an Agreement with the Riverhead Fire District for Use and Occupancy of 24 East Second Street, Riverhead
- Res. #406 Authorizes the Waiver of 30 Day Notification Required by the New York State Liquor Authority
- Res. #407 Terminates a Leave of Absence and Ratifies the Reappointment of Part-Time Police Officers to Active Duty Status (Matthew Neknez, Christopher Pendzick)
- Res. #408 Authorizes Sewer District Employee to Attend Course (Michael Reichel)
- Res. #409 Amends Resolution #307 of 2011 (Awards Bid for Snack Vendors)
- Res. #410 Pays Bills

05.18.2011  
CDA11010

ADOPTED

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 10**

**REJECTS BIDS FROM DEVELOPERS OF WORKFORCE HOUSING UNIT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County Office of Economic Development and Workforce Housing has made available to the Town of Riverhead a parcel with an existing home for rehabilitation as workforce housing one (1) single family workforce home located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901); and

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for qualify for workforce housing including young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

**WHEREAS**, the CDA Board authorized the Town Clerk to post and publish a Notice to Bidders for responses from qualified not-for-profits engaged in the development of workforce housing who were specifically qualified to perform the rehabilitation of said property; and

**WHEREAS**, two (2) bids were received in amounts in excess of the available Town funds to develop the property; and

**WHEREAS**, the CDA board and the Town of Riverhead have indicated a preference to develop the property at no cost to the Town of Riverhead through a partnership with Habitat for Humanity.

**NOW, THEREFORE, BE IT RESOLVED**, the CDA Board be and does hereby reject any and all bids received in response to the solicitation of proposals for this workforce housing unit; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution shall be mailed to Mr. Peter Elkowitz, Jr., President, LIHP, 180 Oser Avenue, Suite 800, Hauppauge NY 11788 and to Mr. Nicholas Zoumas, President, JNS Contracting LLC, PO Box 385, Wading River, NY 11792; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Town Attorney and the Community Development Director; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110355

**TOWN OF RIVERHEAD**

**Resolution # 355**

**ADOPTION OF CAPITAL AND INTANGIBLE ASSET POLICY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead is required to implement GASB #51 "Accounting and Financial Reporting for Intangible Assets" for the year beginning after June 15, 2009: and

**WHEREAS**, the Town of Riverhead wishes to adopt a formal Capital and Intangible Assets Policy.

**THEREFORE BE IT FURTHER RESOLVED** that the Town of Riverhead's Capital and Intangible Assets Policy is hereby adopted as follows:

**THE VOTE**

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

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

# CAPITAL AND INTANGIBLE ASSET POLICY

## Capital Assets

Property records and inventory records shall be maintained on all land, land improvements, buildings, vehicles and equipment under the control of the town.

The town will maintain a comprehensive Capital assets program requiring periodic inventory of town assets, designed to protect the town against losses.

For purpose of this policy, "Capital Assets" shall mean land, buildings, improvements, equipment (including computer equipment), vehicles, furniture and fixtures, valued at \$5,000 or greater. All costs incurred to place the asset in service shall also be capitalized. Property records of facilities shall be maintained on an ongoing basis. Items shall be depreciated in the fixed asset system on a straight-line method based on the date placed in service.

## Inventory Control

At the discretion of the Town, additional items (such as computer equipment) with a value of less than \$5,000 may be inventoried for property control purposes.

## Capital Asset Tags

For capital asset purchases, all assets shall have asset ID tags. Asset tagging is used in the aiding of taking physical inventory and controls the location of the physical asset. Tags should be easily seen and identified to assist in taking physical inventory.

## Periods of Useful Life

### Governmental Funds:

Buildings	50 years
Buildings - Municipal Garage	30 years
Improvements other than buildings	15 years
Improvements other than buildings - Municipal Garage	10 years
Improvements other than buildings - Fuel Tanks & Pumps	20 years
Machinery and equipment	
Equipment	5 years
Equipment - autos and pick-ups	5 years
Equipment - heavy trucks	10 years
Equipment - Traffic Lights	15 years
Infrastructure/Improvements	
Drainage, sidewalks and curbs	30 years
Parking Lots	15 years
Roads	20 years

**Proprietary Funds:**

**Buildings:**

Calverton sewer district	20 years
Riverhead sewer district	50 years
Riverhead water district	40 years

**Machinery and equipment**

Equipment - autos and pick-ups	
Riverhead sewer district	5 years
Riverhead water district	5 years
Equipment - heavy trucks	
Riverhead sewer district	10 years
Riverhead water district	5 years

**Infrastructure/Improvements**

Calverton sewer district	20 years
Riverhead sewer district	15 years
Riverhead water district - water pipes	50 years
Riverhead water district - improvements	15 years

**Disposals and Transfers of Assets**

See the town's procurement policy guideline 8 for the town's disposal policy.

**Intangible Assets**

GASB 51 defines intangible assets as lacking physical evidence, nonfinancial in nature and with an initial life extending beyond one fiscal year. Intangible assets include but are not limited to development rights, easements and computer software. The town does not capitalize internally generated capital assets produced by town labor. The town will capitalize all other intangible assets exceeding \$50,000 and having a useful life of more than three years. Intangibles with indefinite useful lives may be capitalized (if it exceeds the threshold) and not amortized.

**Periods of Useful Life**

Under GASB 34 the Town will assign useful lives of its assets as close as possible to the probable useful life.

05.18.2011  
110356

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 356**

**EXTENDS BID CONTRACT FOR ANNUAL DIESEL/GENERATOR  
MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Water District has requested that the contract with Atlantic Detroit Diesel Allison for diesel/generator maintenance for the Riverhead Water District, originally awarded under Resolution #100389 adopted May 18, 2010, for the contract period June 19, 2010 through June 18, 2011, be extended through June 18, 2012, pursuant to the attached Bid Extension Notice; and

**WHEREAS**, the above-named vendor has agreed to extend the contract through June 18, 2012, at the original bid amount; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid contract awarded to Atlantic Detroit Diesel Allison for diesel/generator annual maintenance for the Riverhead Water District be and is hereby extended through June 18, 2011; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Atlantic Detroit Diesel Allison, 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779; 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 Town Clerk's Office.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



# RWD Riverhead Water District

Gary J. Pendzick, Superintendent

1035 Pulaski Street, Riverhead, New York 11901

Phone: 631-727-3205 FAX: 631-369-4608

### Bid Extension Notice

To: Guy Davi

From: Riverhead Water District

Date: May 3, 2011

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Annual Diesel/Generator Maintenance will expire on June 18, 2011.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2012. This will be the first extension pursuant to the terms of the original contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.

Guy Davi  
 Authorized Signature

GUY DAVI Guy Davi  
 Print Name

ATLANTIC DETROIT DIESEL/ALLISON  
 Company Name

May 3, 2011  
 Date

05.18.2011  
110357

ADOPTED

TOWN OF RIVERHEAD

Resolution # 357

**RESCINDS RESOLUTION 308 AND AUTHORIZES THE SUPERVISOR TO EXECUTE A REVISED PROFESSIONAL SERVICES AGREEMENT WITH SUFFOLK ONLINE ADVERTISING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by resolution number 308, adopted on April 20, 2011, the Supervisor was authorized to execute a Professional Services Agreement with Suffolk Online Advertising to provide various web mail and spam related services to the Town; and

**WHEREAS**, the Town of Riverhead also requires professional services for commercial web hosting, for "shop site" services to the Recreation Department as well as professional services for code adjustments and in-house technical support; and

**WHEREAS**, Suffolk Online Advertising has been providing all of the aforementioned services to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Suffolk Online Advertising which has been revised to include services for commercial web hosting, for Recreation Department "shop site", for code adjustments and in-house technical support in addition to web mail, spam, virus scan, in substantially the same form annexed hereto; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

This agreement made this \_\_\_\_\_ day of May 2011 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and SUFFOLK ONLINE ADVERTISING, with its principal place of business at 43 Warwick Row, Riverhead, New York 11901 (hereinafter referred to as the "CONSULTANT").

W I T N E S S E T H

Whereas, the Town is in need of assistance on occasion with the following professional services: (a) e mail spam services; (b) commercial web hosting; (c) town code adjustments and in-House technical support; (d) virus scan in connection with the Town of Riverhead website and webmail; and (e) Recreation Department shop site, and

Whereas, Consultant is, by skill training and expertise, qualified to render such services, and

Now, therefore, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request consulting services as needed.

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant as follows:

1. \$2,400.00 annually for web mail, spam services and virus scan together with \$35.00 annually for reimbursement of domain name registration or re-registration annually. This fee includes monthly hosting of up to 250 e-mail accounts.

2. Enhanced e-mail spam and anti-virus filtering for 250 e-mail accounts at the flat rate of \$1,200.00 annually which includes Black and White listing. Collected spam will be auto-deleted after 10 days.

3. Commercial Web Hosting at the flat rate of \$465.00 annually.

4. Code Adjustments and In-House technical support at the flat rate of \$600.00 annually.

5. Recreation Department shop site support at the flat rate of \$3,700.00 annually.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

January 15, 2011 - January 15, 2012 unless otherwise terminated pursuant to the provisions herein. The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town

5. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

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

7. PERFORMANCE OF PROFESSIONAL SERVICES

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

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town

documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. Consultant shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

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

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

TOWN OF RIVERHEAD

SUFFOLK ONLINE ADVERTISING

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

By: \_\_\_\_\_  
Barry Karlin

05.18.2011  
110358

ADOPTED

TOWN OF RIVERHEAD

Resolution # 358

APPOINTS STUDENT INTERNS TO THE ACCOUNTING DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the need for Student Interns exists in the Accounting Department,  
and

**WHEREAS**, the recommendation of the Financial Administrator has been  
received,

**NOW THEREFORE BE IT RESOLVED**, that effective May 31, 2011 through  
September 2, 2011 Jessica Egan and Samantha Messina are hereby appointed to the  
positions of Student Intern II at the hourly rate of \$10.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this  
resolution Jessica Egan, Samantha Messina, the Financial Administrator and the  
Personnel Officer; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of  
this resolution from the electronic storage device, if needed, a certified copy of the 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110359

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 359**

**2009 ACCOUNT BALANCE**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Transfers of funds for accruals posted for 2009 is necessary,

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the following funds as per the attached list:

Town General (001)  
Highway Fund (111)  
Debt Service (384)

**THE VOTE**

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

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

<b>FUND</b>	<b>COST_CTR</b>	<b>OBJECT</b>	<b>ACCT_TITLE</b>	<b>From</b>	<b>To</b>		
001	090600	584500	Health Dental and Optical	113,800			
001	031200	512500	Police Overtime		5,300		
001	040200	515502	Registrars Personal Services		800		
001	067720	511510	Nutrition Personal Services		29,000		
001	073105	511500	Youth Personal Services		4,700		
001	080200	511500	Planning Personal Services		74,000		

<b>FUND</b>	<b>COST_CTR</b>	<b>OBJECT</b>	<b>ACCT_TITLE</b>	<b>From</b>	<b>To</b>		
111	090600	584500	Health Dental and Optical	13,100			
111	099010	599000	Transfer to Debt Service		13,100		

<b>FUND</b>	<b>COST_CT</b>	<b>OBJECT</b>	<b>ACCT_TITLE</b>	<b>From</b>	<b>To</b>		
384	097100	570000	Debt Service Interest	12,650			
384	097100	560000	Debt Service Principal		12,650		

05.18.2011  
110360

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 360**

**RIVERHEAD SEWER TREATMENT PLANT UPGRADE**

**CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Capital Project was adopted 4/6/2010, Resolution 10-279 for the Riverhead Sewer District Treatment Plant Upgrade; and

**WHEREAS** the Sewer District Superintendent has requested a transfer from the reserve account in order for the project's design to continue;

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

		<u>FROM</u>	<u>TO</u>
130.000000.49999	Riverhead Sewer Reserve	200,000	
414.083100.543504.20031	Professional Services Engineering		200,000

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110361

ADOPTED

TOWN OF RIVERHEAD

Resolution # 361

**REQUESTING THE CONVEYANCE OF PARCELS FROM SUFFOLK COUNTY TO  
THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY FOR  
AFFORDABLE HOUSING PROGRAM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the County of Suffolk Office of Economic Development and Workforce Housing has made available to the Town of Riverhead a parcel with existing home for rehabilitation as workforce housing one (1) single family located at 0600-105.00-02.00-069.000 (aka 27 Wilson Avenue, Riverhead, New York, 11901); and

**WHEREAS**, County of Suffolk is willing to declare this parcel to be surplus County property that could be transferred to the Town of Riverhead for the purpose of transferring the parcel to Habitat for Humanity for development as workforce housing; and

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for workforce housing include young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

**WHEREAS**, the Town of Riverhead board has indicated it would prefer to develop the property at no cost to the Town of Riverhead through a partnership with Habitat for Humanity.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Riverhead Board be and does hereby request the County of Suffolk to execute and deliver a quitclaim deed to the Town of Riverhead for said property, more particularly described and designated above, pursuant to Section 72-H of the New York General Municipal Law, for the purpose of transferring the interest of the County of Suffolk in the above described property to the Town of Riverhead for conveyance to Habitat for Humanity; and

**BE IT FURTHER RESOLVED**, that said quitclaim deed issued by the Director of the County Division of Real Estate, or her deputy, pursuant to this resolution, shall contain a reverter clause to the effect that title to said parcel shall revert to the County of Suffolk in the event that the property is not used for the above described public governmental purpose; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution shall be mailed to Ms. Jill Rosen-Nikoloff-Thompson, Director of Affordable Housing, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Bldg. – 2nd Floor, Hauppauge NY 11788-0099 and to Mr. Dan Walker, Executive Director, Habitat for Humanity of Suffolk, 643 Middle Country Road, Middle Island, NY 11953; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Town Attorney and the Community Development Director; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110362

ADOPTED

TOWN OF RIVERHEAD

Resolution # 362

RATIFIES APPROVAL OF MILITARY LEAVE OF ABSENCE FOR A POLICE OFFICER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Police Officer Timothy McAllister is a Reservist of the United States Air National Guard; and

**WHEREAS**, Police Officer McAllister has military orders calling him to active duty, effective May 1, 2011 to June 12, 2011, under the authority of Title 10, U.S. Code Section 12301; and,

**WHEREAS**, Police Officer McAllister has requested an unpaid military leave of absence from May 1 to June 12, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the Uniformed Services Employment and Reemployment Rights Act, Title 38, the Town Board hereby ratifies Police Officer Timothy McAllister's request for an unpaid military leave of absence for the aforementioned dates.

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110363

ADOPTED

TOWN OF RIVERHEAD

Resolution # 363

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE STIPULATION OF SETTLEMENT  
WITH EARTHCARE – RIVERHEAD SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, RMS of NY, Inc., D/B/A Earthcare A/K/A Windriver Environmental (“Earthcare”) was contracted by the Riverhead Sewer District after competitive bidding to remove and dispose of sludge and grit generated at the Riverhead Sewer District, and

**WHEREAS**, Earthcare submitted vouchers during 2008 which were not approved for payment of the Superintendent of the Riverhead Sewer District which resulted in litigation, and

**WHEREAS**, additional information has been submitted by Earthcare as a result of voluntary discovery which substantiates a portion of the payment demanded by Earthcare, and

**WHEREAS**, the Riverhead Sewer District and Earthcare desire to resolve the litigation in a fair and equitable manner through payment for sludge and grit disposal services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor is hereby authorized to execute a stipulation of settlement of the litigation brought by Earthcare, index number 10-38689, and process payment in the amount of \$10,000 to Earthcare, 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110364

ADOPTED

TOWN OF RIVERHEAD

Resolution # 364

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
BETWEEN THE TOWN OF RIVERHEAD AND 300 EAST MAIN STREET, LLC  
SUBJECT TO PERMISSIVE REFERENDUM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead desires to make additional public parking available within the Downtown Riverhead Parking District; and

**WHEREAS**, 300 East Main Street, LLC has entered into a lease of premises within the Downtown Riverhead Parking District known as 300 East Main Street, Riverhead, New York and also known as SCTM 0600-129-2-32 (the "premises") for a lease term ending December 31, 2015; and

**WHEREAS**, 300 East Main Street, LLC is permitted under said to sublet the parking lot area to the Town of Riverhead; and

**WHEREAS**, 300 East Main Street, LLC is interested in subletting the parking lot area to the Town of Riverhead; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to enter into an agreement with 300 East Main Street, LLC to sublet part of the premises consisting of the parking lot area located between Maple Avenue and Union Avenue, Riverhead, New York to provide for approximately 50 parking spaces for a term commencing July 1, 2011 and ending December 31, 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an Agreement in substantially the form attached between the Town of Riverhead and 300 East Main Street, LLC for use of the parking lot area located between Maple Avenue and Union Avenue in Riverhead, NY 11901 for purposes of public parking for a term commencing July 1, 2011 and ending December 31, 2015, subject to final review and approval of the Town Attorney; and be it further

**RESOLVED**, that this resolution is subject to permissive referendum; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to publish and post the attached public notice; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Town Attorney, the Community Development Director, Peter Byer, Esq., 3 Sunhaven Lane, Commack, New York 11725, and Dennis McDermott, 300 East Main Street, LLC, 300 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 storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

Please take notice that the Town Board of the Town of Riverhead adopted a resolution on May 18, 2011 authorizing an agreement between the Town of Riverhead and 300 East Main Street, LLC in for land containing a municipal parking lot. Said sublease shall be subject to permissive referendum.

Dated: Riverhead, New York  
May 18, 2011

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE WILHELM, Town Clerk

SUBLEASE

THIS INDENTURE, made this \_\_\_\_\_ day of May, 2011, between 300 EAST MAIN STREET, LLC, a domestic limited liability company with offices at 360 Tuckers Lane, Southold, New York 11971, party of the first part (“Tenant”) and the TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue .Riverhead, New York 11901, party of the second part (“Subtenant”)

WITNESSETH:

WHEREAS, by lease dated December 20, 2010 (the “lease”), the Tenant is leasing certain real property with improvements thereon located at 300 East Main Street, Riverhead, New York 11901 (the “premises”) for a term of five (5) years with an option to renew for an additional five (5) years.

WHEREAS, the Tenant intends to use the premises for a restaurant known as “The Riverhead Project”.

WHEREAS, under terms of the lease, the Tenant may sublet the parking lot area to the Town of Riverhead without further consent of the Landlord.

WHEREAS, the Subtenant is desirous of leasing a portion of the premises for public parking purposes.

---

THEREFORE, in mutual consideration, the parties hereby agree as follows:

1. Tenant hereby sublets to Subtenant the parking lot areas of the premises

located between Maple Avenue and Union Avenue, Riverhead, New York, described as a portion of SCTM # 0600-129-2-32 and as depicted on one page plan entitled "Maple Avenue Parking Lot Modifications – Site Plan and details dated April 15, 2011" annexed hereto as Exhibit A for the term of four years and eight months, to commence from the 1<sup>st</sup> day of July, 2011, and to end on the 31<sup>st</sup> day of December, 2015. Provided Tenant has exercised his option to renew the lease term, the Subtenant has the option to renew said Sublease for an additional term of five (5) years upon the same terms as provided herein upon Subtenant giving notice to the Tenant of its intention to renew not less than three (3) months nor more than six (6) months prior to expiration of the term.

2. That the Subtenant shall pay annual rent of five thousand two hundred and two dollars and 00/100 Dollars (\$5,202.00) a year for the term of this lease upon execution of same, with Consumer Price Index (CPI) increases starting in the year 2012.

Commencing July 1, 2012, the Subtenant shall pay the sum of five thousand dollars (\$5,202.00) with CPI adjustments for each succeeding year of the five year lease on or before July 1<sup>st</sup> of each year.

3. That Subtenant shall repave part of the parking lot, repair any potholes or drainage, stripe the parking stalls, place signs, and undertake the modifications to the parking lot area in substantially the form as set forth in Exhibit A at the Subtenant's sole cost and expense within a reasonable time after execution of this lease, not to exceed six (6) months.

4. That Subtenant shall be permitted to: (a) designate the use of the parking lot, as public parking; (b) establish hours of parking; (c) place restrictions upon overnight or

long term parking; (d) establish handicapped parking stalls; and (e) enact any other reasonable parking regulations. Subtenant shall erect such signs as may be necessary to effectuate same.

5. Any signs installed on the parking lot shall be maintained by the Subtenant.

6. The Subtenant shall maintain during the Lease term general liability policies insuring Subtenant and naming Tenant and Landlord as additional insureds. The liability policy shall be one which shall afford bodily injury coverage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for more than one person involved in any one accident and not less than \$500,000.00 for damage to property. Upon failure at any time on the part of the Subtenant to pay the premiums for the insurance required by this Article, the Tenant upon ten days written notice to Subtenant and the expiration of said notice period shall be at liberty from time to time as often as such failure shall occur, to pay the premiums thereof, and any and all sums so paid for insurance by the Tenant shall be and become and are hereby declared to be rent under this agreement due and payable on the next rent day or any succeeding rent day. Tenant shall have the right to suspend Subtenant's use of the premises until said policies are in place and all parties are properly insured under this section. Any payment by Tenant or failure to assert any claim against Subtenant by reason of its failure to make such payments shall not be deemed to waive or release the default in payment thereof by Tenant or any of the remedies of Landlord. Such policy shall contain a provision or endorsement to the effect that the same shall not be cancellable except on thirty (30) days written notice to Tenant by the insurance carrier. Proof of all renewal of policies

shall be deposited with Tenant at least thirty (30) days prior to expiration of the policy it is to replace or renew.

7. Tenant and landlord will be held harmless by Subtenant and Subtenant shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitations, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Subtenants', its agents, servants or employees use of the parking lot. Tenant and landlord will be held harmless by Subtenant and Subtenant agrees to defend and indemnify Tenant for property damage to the leased space, unless damages are caused by, or are the result of, the misconduct or negligence of Tenant and landlord or any of Tenant's or landlord's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that no property will be kept, installed, stored or maintained in or upon the Leased space by Subtenant., Tenant will be responsible for, and agrees to hold Subtenant harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Tenant or any of Tenant's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Tenant nor Subtenant will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for damages.

8. The Subtenant shall pay for the maintenance of the parking lot area and Subtenant shall at all times keep the Subleased premises in good order, condition, repair and cleanliness.

9. Subtenant, at Subtenant's own cost and expense, shall hook-up all electrical wiring and electrical fixtures in connection with Sub-tenant's use of outdoor lights in the parking lot area and Subtenant shall be responsible for all of Subtenant's electrical usage charges associated with outdoor lighting in the parking lot for the term hereof.

10. The Tenant hereby agrees that the Subtenant upon paying said rent and performing the aforesaid covenants, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.

11. Tenant shall have the right upon 90 days written notice to terminate this sublease if subtenant has not met all of their obligations under the terms and conditions of this agreement.

12. Upon termination of the Sublease, Subtenant will, to the extent reasonable, restore the leased space to its original condition at the commencement of this lease, except for ordinary wear and tear and damages by the elements or damages over which Subtenant had no control.

13. Tenant and Subtenant agree and acknowledge that said lease is subject to permissive referendum as the same is provided in the Town Law of the State of New York.

14. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties to these presents have hereunto set  
their hands and seals the day and year first above written.

Sealed and delivered in  
the presence of

300 EAST MAIN STREET, LLC

\_\_\_\_\_  
By: Dennis McDermott, Member

TOWN OF RIVERHEAD

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

STATE OF NEW YORK }  
                          }SS.:

COUNTY OF SUFFOLK}

On the \_\_\_\_\_ day of May, in the year 2011, before me the undersigned personally appeared Dennis McDermott, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public – State of New York

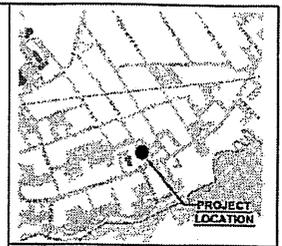
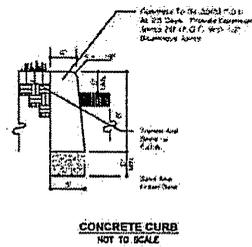
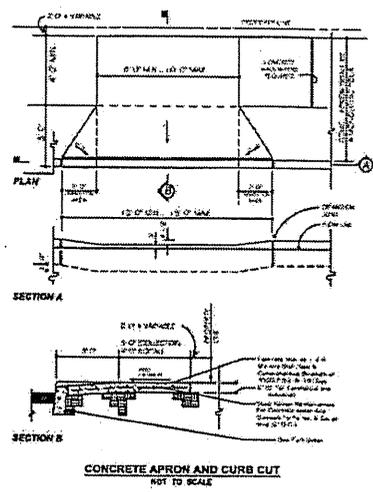
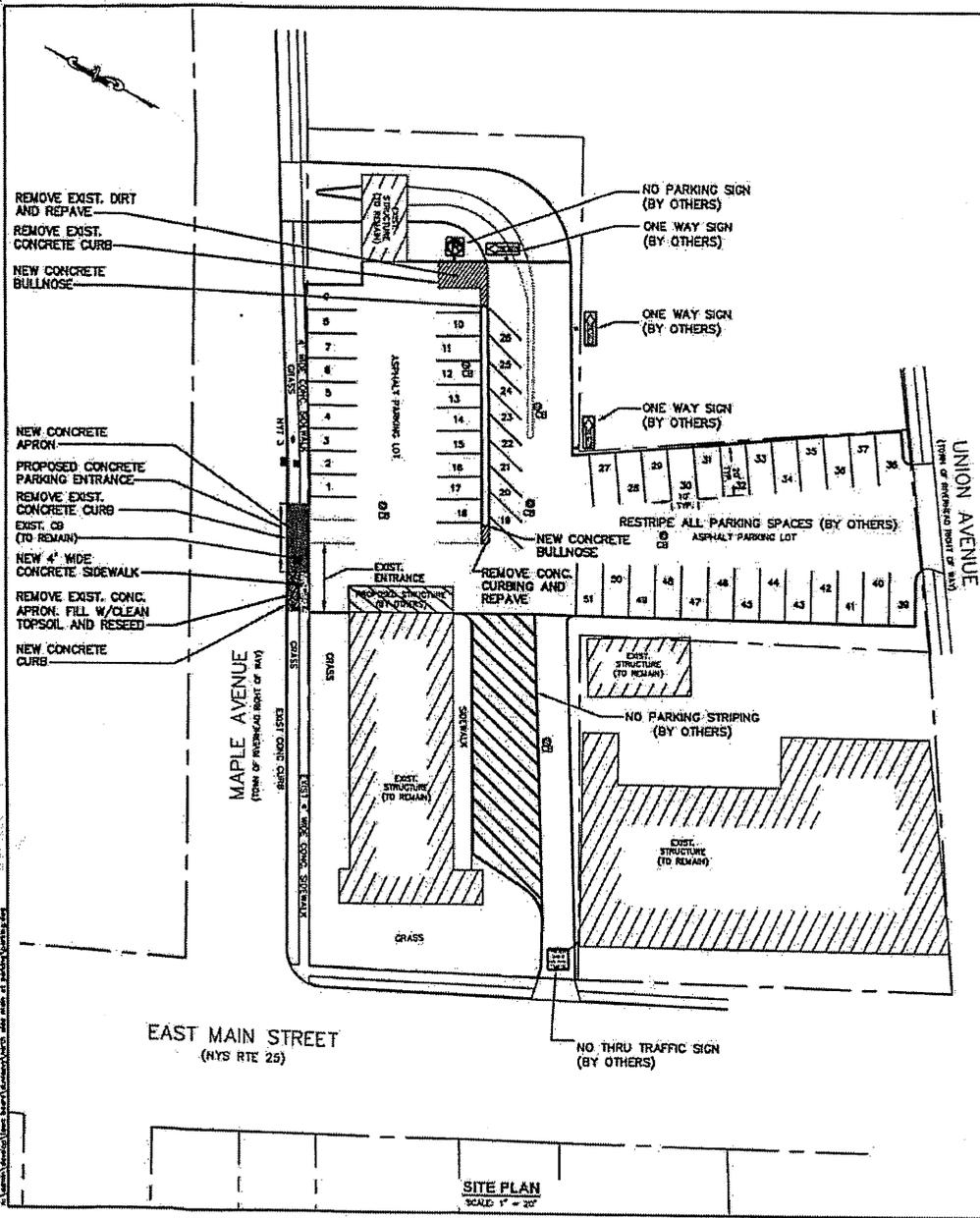
STATE OF NEW YORK}

}SS.:

COUNTY OF SUFFOLK}

On the \_\_\_\_\_ day of May, in the year 2011, before me the undersigned personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public – State of New York



LOCATION MAP  
NOT TO SCALE

**TOWN OF RIVERHEAD**  
200 HOWELL AVENUE  
Riverhead, New York 11901

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 06/15/2011  
SCALE: AS SHOWN  
DESIGN BY: EHI  
DRAWN BY: EHI

PROJECT TITLE

**MAPLE AVENUE  
PARKING LOT  
MODIFICATIONS**

SHEET TITLE

**SITE PLAN AND DETAILS**

SHEET NUMBER

1 of 1

**PROJECT SCOPE:**

- FIRST LOCATION - MAPLE AVE. PARKING ENTRANCE RELOCATION**
- 1) REMOVE APRON, 15 LF OF EXIST. CONCRETE APRON AND DISPOSE OF PROPERLY.
  - 2) SUPPLY AND PLACE 1 1/2" OF CLEAN TOP SOIL AT REMOVED APRON AREA, AND RESEED.
  - 3) INSTALL 15 LF OF CONCRETE CURBING (TOWN OF RIVERHEAD RIGHT OF WAY).
  - 4) REMOVE 18 LF OF CONCRETE CURBING (PRIVATE PARKING FIELD), AND DISPOSE OF PROPERLY.
  - 5) SUPPLY AND PLACE APPROX. 1 1/2" OF CONCRETE APRON.

- SECOND LOCATION - PARKING LOT**
- 6) REMOVE PARKING SPACE STRIPING, APPROX. (3) LINES, 60 FOOT LONG.
  - 7) REMOVE APPROX. 110 LF OF EXIST. CONCRETE CURB AND DISPOSE OF PROPERLY.
  - 8) INSTALL TWO (2) CONCRETE CURB BULLNOSE.
  - 9) REPAVE 255 FT<sup>2</sup> ASPHALT PAVEMENT IN KIND.
  - 10) RESTRIPE PARKING STALLS, 53 LINES, 20' LONG.

**GENERAL NOTES:**

1. DURING PAVEMENT OPERATIONS, THE CONTRACTOR SHALL ENSURE THE ELIMINATION OF ANY DEPRESSION THAT MAY COLLECT WATER AND GRADE THE PAVED ROADWAY TO DRAIN INTO DRAINAGE GRATES. DEPRESSIONS SHALL BE DETECTED USING THE CRITERIA FOUND IN SECTION 401-3.14 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS OF JANUARY 2, 1995, AND AS AMENDED.
2. THE CONTRACTOR IS HEREBY NOTIFIED OF THE PRESENCE OF THE GENERAL PUBLIC, SOME OF WHOM MAY BE POTENTIAL HAZARDOUS BY THE AREA AT ANY HOUR. THE CONTRACTOR SHALL PROTECT AT ALL TIMES, THE PUBLIC AND HIS WORK FROM HARM. THE CONTRACTOR SHALL BEAR ALL RESPONSIBILITY FOR HARM TO THE PUBLIC AND DAMAGE TO HIS EQUIPMENT, TOOLS AND MATERIALS.
3. NO BURIED UNIDENTIFIED UTILITIES ARE ILLUSTRATED WHENEVER. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING WHERE (IF ANY) UTILITY CROSSINGS AND/OR UTILITY PROTECTION IS REQUIRED.

**SITE PLAN**  
SCALE 1" = 20'

05.18.2011  
110365

ADOPTED

TOWN OF RIVERHEAD

Resolution # 365

AWARDS BID SLUDGE CAKE REMOVAL  
RIVERHEAD SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, this Town Board did authorize the advertisement for the bids for sludge cake removal for the Riverhead Sewer District, and

**WHEREAS**, the Town Clerk was authorized to advertise for such bids, and

**WHEREAS**, all bids received were open and read aloud on the date and time advertised in the notice, and

**WHEREAS**, by memo dated May 6, 2011, the Riverhead Town Clerk did advise that three bids were received, and

**WHEREAS**, after review by the Superintendent of the Riverhead Sewer District, he did recommend that the bid be awarded to Maggio Sanitation Service, Inc., in the amount of \$119.00 per ton,

**NOW THEREFORE BE IT RESOLVED**, that the bid for sludge cake removal for the Riverhead Sewer District be and is hereby awarded to Maggio Sanitation Service, Inc., in the amount of \$119.00 per ton,

**AND BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to the above named contractor, Maggio Sanitation Service, Inc., 9 Commercial Blvd., Medford, New York 11763; Frank A. Isler, Esq., the Sewer Department Superintendent and the Purchasing Agent and 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.

**RESOLVED**, that the Town Clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110366

ADOPTED

TOWN OF RIVERHEAD

Resolution # 366

**AUTHORIZES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES  
TO THE ANNUAL NEW YORK'S STATWIDE TraCS ELECTRONIC TICKET & DATA  
TRANSFER SYSTEM SEMINAR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS** , Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police department employees to attend the Annual New York's Statewide TraCS Electronic Ticket & Data Transfer System Seminar; and,

**WHEREAS**, the seminar will be held in Syracuse, New York from June 1 – June 2, 2011.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of two police department employees at the aforementioned seminar; and,

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the reimbursement of all expenses incurred, not to exceed \$400.00 upon submission of proper receipts; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110367

ADOPTED

TOWN OF RIVERHEAD

Resolution # 367

**RATIFIES AUTHORIZATION FOR THE TOWN CLERK TO PUBLISH AND POST A  
HELP WANTED AD FOR A MAINTENANCE MECHANIC II**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**BE IT RESOLVED**, that this Town Board hereby ratifies and approves authorization for the Town Clerk to publish the attached Help Wanted Ad in the May 12, 2011 issue of The News Review.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve in the position of Maintenance Mechanic II. Must possess a valid NYS driver's license and have two years (or the equivalent) of experience in minor maintenance or repair work or two years of vocational or apprentice training in a trade, or any combination of experience and training thereof. Applications are to be submitted to the Personnel Department, 1295 Pulaski St., Riverhead, NY. No applications will be accepted after 4:00pm on May 20, 2011. EOE.

BY ORDER OF:  
THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK

05.18.2011  
110368

TABLED

TOWN OF RIVERHEAD

Resolution # 368

**RATIFIES AUTHORIZATION FOR THE TOWN CLERK TO PUBLISH AND POST A  
HELP WANTED AD FOR A P.A.L. COORDINATOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**BE IT RESOLVED**, that this Town Board hereby ratifies and approves authorization for the Town Clerk to publish the attached Help Wanted Ad in the May 12, 2011 issue of The News Review.

**THE VOTE**

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

Walter ABSENT

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

## HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve part-time in the position of Coordinator for the Police Athletic League. Experience in planning/directing recreational events preferred. Applications are to be submitted to the Personnel Department, 1295 Pulaski St., Riverhead, NY. No applications will be accepted after 4:00pm on May 20, 2011. EOE.

BY ORDER OF:  
THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK

TABLED

05.18.2011  
110369

ADOPTED

TOWN OF RIVERHEAD

Resolution # 369

**RATIFIES AUTHORIZATION FOR THE TOWN CLERK TO PUBLISH AND POST A  
HELP WANTED AD FOR PUMP OUT BOAT PERSONNEL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**BE IT RESOLVED**, that this Town Board hereby ratifies and approves authorization for the Town Clerk to publish the attached Help Wanted Ad in the May 12, 2011 issue of The News Review.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **HELP WANTED**

PLEASE TAKE NOTICE that the Town of Riverhead is seeking qualified individuals to serve in the position of Pump Out Boat Personnel from May – September, 2011. Must possess a valid boating safety certificate and have one year (or the equivalent) in experience operating an outboard motorboat. Applications are to be submitted to the Personnel Department, 1295 Pulaski St., Riverhead, NY. No applications will be accepted after 4:00pm on May 20, 2011. EOE.

BY ORDER OF:  
THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK

05.18.2011  
110370

ADOPTED

TOWN OF RIVERHEAD

Resolution # 370

APPROVES REQUEST FOR LEAVE OF ABSENCE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Pursuant to Article III, Section 5 of the current contract between the Town of Riverhead and the Civil Service Employees Association, Inc., Local 1000, Michael Maffia, a Maintenance Mechanic III in the Riverhead Town Sewer District, has requested a non-paid leave of absence from the Riverhead Town Board.

**NOW, THEREFORE, BE IT RESOLVED**, that Michael Maffia's request for a non-paid leave of absence is hereby approved for the period of June 1, 2011 through September 1, 2011 subject to the following condition(s):

- (1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of his intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Michael Maffia, the Sewer District Superintendent, the Financial Administrator, and the Personnel Officer. Town Hall Departments may review and obtain a copy of this resolution from electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110371

ADOPTED

TOWN OF RIVERHEAD

Resolution # 371

**PROMOTES A MAINTENANCE MECHANIC IN THE BUILDING AND GROUNDS  
DIVISION OF THE TOWN ENGINEER'S DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, it is incumbent upon the Town Engineer to expand the duties of his existing staff, making it appropriate to promote certain employees to job titles that allow for increased levels of responsibility .

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby promotes Maintenance Mechanic II David Zebrowski to the position of Maintenance Mechanic III effective as of May 23, 2011 as found on Group 7, Step 9A of the Operational and Technical Salary Schedule, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to David Zebrowski, the Town Engineer, the Financial Administrator and the Personnel Officer; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110372

ADOPTED

TOWN OF RIVERHEAD

Resolution # 372

**PROMOTES A MAINTENANCE MECHANIC II IN THE STREET LIGHTING DIVISION  
OF THE TOWN ENGINEER'S DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is incumbent upon the Town Engineer to expand the duties of his existing staff, making it appropriate to promote certain employees to job titles that allow for increased levels of responsibility .

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby promotes Maintenance Mechanic II James Smith to the position of Maintenance Mechanic III effective as of May 23, 2011 as found on Group 7, Step 7A of the Operational and Technical Salary Schedule, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to James Smith, the Town Engineer, the Financial Administrator and the Personnel Officer; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110373

ADOPTED

TOWN OF RIVERHEAD

Resolution # 373

**ACCEPTS THE RESIGNATION OF A PART-TIME CROSSING GUARD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received a letter of resignation from Edward Gibbs, a Part-Time Crossing Guard in the Riverhead Town Police Department, indicating his intent to resign effective May 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Edward Gibbs.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Edward Gibbs, 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  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110374

ADOPTED

TOWN OF RIVERHEAD

Resolution # 374

ACCEPTS THE RETIREMENT OF A SENIOR BUILDING INSPECTOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town has received a letter from Leroy E. Barnes, Jr., Senior Building Inspector and Department Head of the Riverhead Town Building Department, indicating his intent to resign effective May 26, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Leroy E. Barnes, Jr.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Leroy E. Barnes, Jr., 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 Yes No  
Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110375

ADOPTED

TOWN OF RIVERHEAD

Resolution # 375

ACCEPTS THE RETIREMENT OF A SENIOR WASTEWATER TREATMENT PLANT OPERATOR II

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

**WHEREAS**, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of Richard A. Bokinz effective May 26, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Richard Bokinz.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Richard A. Bokinz, 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  Yes  No  
Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110376

ADOPTED

TOWN OF RIVERHEAD

Resolution # 376

**ACCEPTS THE RETIREMENT OF A SENIOR ACCOUNT CLERK TYPIST**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town has received a letter from Maureen Lynn, a Senior Account Clerk Typist in the Riverhead Water District, indicating her intent to resign effective May 26, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Maureen Lynn.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Maureen Lynn, 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  
Wooten  Yes  No

Gabrielsen  Yes  No  
Dunleavy  Yes  No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110377

ADOPTED

TOWN OF RIVERHEAD

Resolution # 377

ACCEPTS THE RETIREMENT OF AN ACCOUNT CLERK TYPIST

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received a letter from Suzanne M. McEvoy, an Account Clerk Typist in the Riverhead Seniors Program, indicating her intent to resign effective May 26, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Suzanne M. McEvoy.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Suzanne M. McEvoy, 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 Yes No  
Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110378

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 378**

**APPOINTS SEASONAL BEACH ATTENDANTS TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Beach Attendants are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 25, 2011 through and including September 5, 2011, this Town Board hereby appoints the attached list of Beach Attendants to the Recreation Department

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.  
1

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/17/11 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Anderjack	Kristen	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Czelatka	Amelia	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Fasanelli	Christine	Beach Attendant	III	5/25/11	9/5/11	\$9.90
Flood	Liam	Beach Attendant	V	5/25/11	9/5/11	\$10.50
Flood	Elizabeth	Beach Attendant	V	5/25/11	9/5/11	\$10.50
Gostic	Katelyn	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Hattorff	Kristen	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Maiorana	Michael	Beach Attendant	I	5/25/11	9/5/11	\$8.70
Moran	Kayleen	Beach Attendant	II	5/25/11	9/5/11	\$9.60
O'Neill	Patrick	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Rowe	Kristina	Beach Attendant	II	5/25/11	9/5/11	\$9.60
Villanell	Frank	Beach Attendant	IX	5/25/11	9/5/11	\$11.75
Vlachich	Amelia	Beach Attendant	II	5/25/11	9/5/11	\$9.60

05.18.2011  
110379

ADOPTED

TOWN OF RIVERHEAD

Resolution # 379

APPOINTS A SEASONAL HEAD LIFEGUARD, LEVEL II TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Seasonal Head Lifeguard is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2011, through and including September 15, 2011, this Town Board hereby appoints Johanna Imwalle to the position of Seasonal Head Lifeguard, Level II to be paid the rate of \$14.85 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 Yes No  
Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110380

ADOPTED

TOWN OF RIVERHEAD

Resolution # 380

APPOINTS SEASONAL LIFEGUARDS TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**NOW THEREFORE BE IT RESOLVED**, that effective May 28, 2011 through and including September 5, 2011, this Town Board hereby appoints the attached list of Lifeguards to the Recreation Department

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/17/11 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Andrejack	Kristen	Lifeguard	I	5/28/11	9/5/11	\$11.00
Andrews	Justin	Lifeguard	II	5/28/11	9/5/11	\$12.10
Badalian	Melaina	Lifeguard	I	5/28/11	9/5/11	\$11.00
Boccafola	Janine	Lifeguard	III	5/28/11	9/5/11	\$12.45
Burns	Katherine	Lifeguard	IX	5/28/11	9/5/11	\$14.90
Corleto	Nicholas	Lifeguard	I	5/28/11	9/5/11	\$11.00
DelliCarpini	Emma	Lifeguard	II	5/28/11	9/5/11	\$12.10
DelliCarpini	Rebecca	Lifeguard	IV	5/28/11	9/5/11	\$12.85
Fernandes	Alana	Lifeguard	I	5/28/11	9/5/11	\$11.00
Fernandes	Cara	Lifeguard	I	5/28/11	9/5/11	\$11.00
Fox	Natalie	Lifeguard	IV	5/28/11	9/5/11	\$12.85
Hegermiller	Anna	Lifeguard	III	5/28/11	9/5/11	\$12.45
Hegermiller	Emma	Lifeguard	I	5/28/11	9/5/11	\$11.00
Hegermiller	Gilbert	Lifeguard	I	5/28/11	9/5/11	\$11.00
Hennenlotter	Deborah	Lifeguard	X	5/28/11	9/5/11	\$15.35
Inwalle	Johanna	Lifeguard	II	5/28/11	9/5/11	\$12.10
May	Thomas	Lifeguard	III	5/28/11	9/5/11	\$12.45
McCabe	Danielle	Lifeguard	I	5/28/11	9/5/11	\$11.00
McCoy	Colin	Lifeguard	III	5/28/11	9/5/11	\$12.45
Nugent	Gavin	Lifeguard	V	5/28/11	9/5/11	\$13.25
Nugent	Devin	Lifeguard	I	5/28/11	9/5/11	\$11.00
Opatovsky	Danielle	Lifeguard	II	5/28/11	9/5/11	\$12.10
Opatovsky	Kendra	Lifeguard	III	5/28/11	9/5/11	\$12.45
Potapchuk	John	Lifeguard	III	5/28/11	9/5/11	\$12.45
Racaniello	Amanda	Lifeguard	IV	5/28/11	9/5/11	\$12.85
Racaniello	Kristen	Lifeguard	I	5/28/11	9/5/11	\$11.00
Rucigay	Evan	Lifeguard	III	5/28/11	9/5/11	\$12.45
Thomas	C. Patrick	Lifeguard	I	5/28/11	9/5/11	\$11.00
Vail	John	Lifeguard	I	5/28/11	9/5/11	\$11.00
Wagner	Sarah	Lifeguard	I	5/28/11	9/5/11	\$11.00
Wells	Geoffrey	Lifeguard	I	5/28/11	9/5/11	\$11.00

05.18.2011  
110381

ADOPTED

TOWN OF RIVERHEAD

Resolution # 381

**APPOINTS A CALL-IN REGISTERED NURSE TO THE  
RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Call-In Registered Nurse is needed by the Riverhead Town Recreation Department for the Town of Riverhead Summer Camp Programs

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2011, this Town Board hereby appoints Christine Spero to the position of Call-In Registered Nurse, to be paid the rate of \$22.00 per hour to the Recreation Department and

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Christine Spero, the Recreation Superintendent, the Financial Administrator and the Personnel Director; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110382

ADOPTED

TOWN OF RIVERHEAD

Resolution # 382

APPOINTS A SEASONAL CALL-IN BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Seasonal Call-In Beach Manager is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2011, through and including September 15, 2010, this Town Board hereby appoints Frank Villanell to the position of Seasonal Call-In Beach Manager, Level I, to be paid the rate of \$15.73 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  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter ABSENT

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

05.18.2011  
110383

ADOPTED

TOWN OF RIVERHEAD

Resolution # 383

APPOINTS A SEASONAL ASSISTANT BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Seasonal Assistant Beach Manager is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2011, through and including September 15, 2010, this Town Board hereby appoints Kayleen Moran to the position of Seasonal Assistant Beach Manager, Level I, to be paid the rate of \$10.50 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110384

ADOPTED

TOWN OF RIVERHEAD

Resolution # 384

APPOINTS A SEASONAL BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Seasonal Beach Manger is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2011, through and including September 15, 2011, this Town Board hereby appoints Michele Fusilli to the position of Seasonal Beach Manager, Level III to be paid the rate of \$16.20 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  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter ABSENT

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

05.18.2011  
110385

ADOPTED

TOWN OF RIVERHEAD

Resolution # 385

**SETS SALARIES FOR 2011 SUMMER PERSONNEL FOR  
THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead Recreation Department needs to set salaries for 2011 summer recreation personnel

**NOW THEREFORE BE IT RESOLVED**, that effective May 17, 2011, this Town Board sets salaries for 2011 summer personnel for the Recreation Department

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted



**Recreation Department  
200 Howell Avenue  
Riverhead, NY 11901  
(631) 727-5744**

**SUMMER PERSONNEL SALARIES- 2011**

<u>Lifeguard</u>	<u>WSI</u>	<u>Summer Rec Aide</u>	<u>Summer Rec Aide-cert</u>	<u>Concession/ Bch Att.</u>	<u>PT Rec Aid Score- Keeper</u>
Level I.\$ 11.00	\$ 11.25	\$8.75	\$10.25	\$8.70	\$8.25
Level II.\$ 12.10	\$ 12.40	\$9.65	\$11.30	\$9.60	\$9.10
Level III.\$12.45	\$ 12.75	\$9.95	\$11.60	\$9.90	\$9.35
Level IV.\$ 12.85	\$13.15	\$10.25	\$11.95	\$10.15	\$9.65
Level V. \$ 13.25	\$13.50	\$10.55	\$12.30	\$10.50	\$9.90
Level VI.\$13.65	\$13.90	\$10.90		\$10.75	\$10.20
Level VII\$14.00	\$14.35	\$11.25		\$11.10	\$10.50
Level VIII\$14.45	\$14.80	\$11.60			
Level IX \$14.90		\$12.00			

<u>Summer Rec. Program Leader</u>	<u>Assitant Beach Manager</u>	<u>Beach Manager</u>	<u>Head Lifeguard</u>
Level I	\$12.50	\$10.50	\$14.30
Level II	\$13.75	\$11.55	\$15.73
Level III	\$14.15	\$11.90	\$16.20
Level IV	\$14.60	\$12.25	\$16.69
Level V	\$15.00	\$12.65	\$17.10
Level VI	\$15.50	\$13.00	\$17.70
Level VII	\$15.95	\$13.40	\$18.24

**NOTE:** The above salaries are listed on a per hour basis. New Hires can begin at a maximum level 3 (based on experience)

\*\*Salary increase will be determined by reaching a minimum level of hours worked (by category) combined with a positive evaluation. Can jump (2) levels (maximum) with an outstanding evaluation.

05.18.2011  
110386

ADOPTED

TOWN OF RIVERHEAD

Resolution # 386

APPOINTS SUMMER RECREATION PROGRAM LEADERS TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Summer Recreation Program Leaders are needed by the Riverhead Town Recreation Department to lead Town Summer Recreation Programs at various sites

**NOW THEREFORE BE IT RESOLVED**, that effective May 24, 2011 through and including August 26, 2011, this Town Board hereby appoints the attached list of Summer Recreation Program Leaders to the Recreation Department

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/17/11 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Amato	Kristina	Fill-In Summer Program Leader	IV	5/24/11	8/26/11	\$14.60
Lauren	Berry	Summer Program Leader	II	5/24/11	8/26/11	\$13.75
Chizever	Brett	Summer Program Leader	II	5/24/11	8/26/11	\$13.75
Cook	Jennifer	Fill –In Summer Program Leader	IV	5/24/11	8/26/11	\$14.60
Inzalaco	Robert	Summer Program Leader	II	5/24/11	8/26/11	\$13.75
Lindsay	Lisa	Summer Program Leader	X	5/24/11	8/26/11	\$17.45
Stephenson	Kyle	Summer Program Leader	II	5/24/11	8/26/11	\$13.75

05.18.2011  
110387

ADOPTED

TOWN OF RIVERHEAD

Resolution # 387

APPOINTS SEASONAL WATER SAFETY INSTRUCTORS TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Water Safety Instructors are needed by the Riverhead Town Recreation Department for seasonal swim lessons at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective June 25, 2010 through and including September 5, 2011, this Town Board hereby appoints the attached list of Water Safety Instructors to the Recreation Department

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

THE VOTE

Giglio  Yes  No  
Wooten  Yes  No

Gabrielsen  Yes  No  
Dunleavy  Yes  No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/17/11 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Salary</u></b>
Hegermiller	Anna	WSI Level IV	6/25/11	9/5/11	\$13.15
Hegermiller	Gilbert	WSI Level I	6/25/11	9/5/11	\$12.40
Imwalle	Johanna	WSI Level II	6/25/11	9/5/11	\$12.40
Opatovsky	Kendra	WSI Level IV	6/25/11	9/5/11	\$13.15

05.18.2011  
110388

ADOPTED

TOWN OF RIVERHEAD

Resolution # 388

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 1**  
**HOWELL AVENUE PUMP STATION RECONSTRUCTION**  
**GENERAL & MECHANICAL CONSTRUCTION**  
**CONTRACT NO. RDSD 08-05G**  
**RIVERHEAD SEWER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 for the project known as Howell Avenue Pump Station Reconstruction of the Riverhead Sewer District, and

**BE IT FURTHER RESOLVED**, that Change Order No. 1 is in the amount of \$36,525.75 for the labor, equipment and material required to replace the storm drainage pipe through the pump station property as specifically described in the attached change order, and be it further

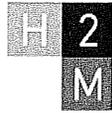
**RESOLVED**, that the original contract amount for Howell Avenue Pump Station Reconstruction of \$1,379,000.00 will now be increased by Change Order No. 1 in the amount of \$36,525.75 for a revised total contract amount of \$1,415,575.75, and be it further

**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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD/RIVERHEAD SEWER DISTRICT  
HOWELL AVENUE PUMP STATION RECONSTRUCTION  
GENERAL & MECHANICAL CONSTRUCTION  
CONTRACT NO. RDSO 08-05G

**CHANGE ORDER NO. 1 – REPLACEMENT OF DRAINAGE PIPE**

PROJECT: Town of Riverhead / Riverhead Sewer District  
Howell Avenue Pump Station Reconstruction  
General & Mechanical Construction  
Contract No. 08-05G

OWNER: Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901  
Contact: Superintendent Michael P. Reichel  
(631) 727-3069

CONTRACTOR: Adjo Contracting Corp.  
207 Knickerbocker Avenue  
Bohemia, New York 11716  
Contact: Joseph Bongiorno, Vice President  
(631) 589-0800

ENGINEER: Holzmacher, McLendon & Murrell, P.C.  
575 Broad Hollow Road  
Melville, New York 11747-5076  
Contact: Mr. Frank M. Russo, P.E.  
(631) 756-8000 (ext. 1433)

DESCRIPTION OF CHANGE ORDER:

This change order includes the labor, equipment and material required to replace the storm drainage pipe through the pump station property. The cost proposal does not include the 24" HDPE drainage pipe that will be provided by the Town of Riverhead Highway Department.

REASONS FOR THESE MODIFICATIONS

The upgrade to the Howell Avenue Pump Station requires the pump station site and access road to be paved. The replacement of the drainage pipe was required because the existing drainage pipe is back pitched and the existing joint have been disjointed due to settlement. In order to prevent the soil underneath the asphalt from eroding away and causing asphalt drive damage in the future the drainage pipe must be replaced. The cost as presented in the contractor's proposal dated May 4, 2010 is \$36,525.75.

NET CHANGE

The Contractor also agrees that in consideration of the stage of construction, no additional claims for extra compensation will be submitted. The total additional cost of this change order is a lump sum amount of \$36,575.75.



TOWN OF RIVERHEAD/RIVERHEAD SEWER DISTRICT  
 HOWELL AVENUE PUMP STATION RECONSTRUCTION  
 GENERAL AND MECHANICAL CONSTRUCTION  
 CONTRACT NO. RDS0 08-05G

**CHANGE ORDER NO. 1 – REPLACEMENT OF DRAINAGE PIPE**

CHANGE IN CONTRACT PRICE:

Original Contract Amount:	\$1,379,000.00
Net Change Prior Change Orders:	\$0.00
Change Order No. 1:	<u>\$36,575.75.00</u>
New Contract Amount:	\$1,415,575.75

CHANGE IN CONTRACT TIME:

ORIGINAL CONTRACT TIME:	365 DAYS
NET CHANGE PRIOR CHANGE ORDERS:	0 DAYS
CHANGE ORDER NO. 1 – REPLACEMENT OF DRAINAGE PIPE	0 DAYS
NEW CONTRACT TIME:	365 DAYS

PREPARED & RECOMMENDED BY ENGINEER:

\_\_\_\_\_  
 Frank M. Russo, P.E.  
 Holzmacher, McLendon & Murrell, P.C.  
 DATE: \_\_\_\_\_

APPROVED BY CONTRACTOR:

\_\_\_\_\_  
 Joseph Bongiorno  
 Adjo Contracting Corp.  
 DATE: \_\_\_\_\_

APPROVED BY OWNER:

\_\_\_\_\_  
 Town of Riverhead / Riverhead Sewer District  
 Supervisor Sean Walter  
 DATE: \_\_\_\_\_

05.18.2011  
110389

ADOPTED

TOWN OF RIVERHEAD

Resolution # 389

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 48 entitled, "Beaches and Recreation Centers" of the Riverhead Town Code once in the May 26, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 1<sup>st</sup> day of June, 2011 at 2:05 o'clock p.m. to consider a local law to amend Chapter 48 entitled, "Beaches and Recreation Centers" of the Riverhead Town Code as follows:

**Chapter 48  
BEACHES AND RECREATION CENTERS  
ARTICLE I**

**Use of Designated Beach**

**§ 48-7. Application for permit; fee.**

- B. Permits shall be issued at a cost of ~~\$35~~ \$45 and shall run from January 1 through December 31 annually. The applicant shall furnish the following information:

**Chapter 48  
BEACHES AND RECREATION CENTERS  
ARTICLE II**

**Use of Recreation Centers and Public Beaches**

**§ 48-13. Parking and parking permits.**

- B. Permits. The Recreation Department is hereby authorized to issue a seasonal parking permit for use at any public bathing beach or recreation center. Seasonal parking permits for parking vehicles in the designated parking areas shall be issued as follows:

(1) Seasonal resident parking permit.

(d) There will be a cost of ~~\$40~~ \$15 for a seasonal resident parking permit. The seasonal resident parking permit fee for seniors 60 years of age and older shall be \$5.

**§ 48-22. Fees.**

Board to set fee. The Town Board shall, by resolution, set the fees for the usage of recreation and other town facilities.

**§ 48-22 23. Penalties for offenses.**

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

Dated: Riverhead, New York  
May 18, 2011

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

**DIANE M. WILHELM, Town Clerk**

05.18.2011  
110390

ADOPTED

TOWN OF RIVERHEAD

Resolution # 390

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (ACCESSORY APARTMENTS - §108-34. PURPOSE; FINDINGS; STANDARDS))**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 108 entitled, "Zoning" (Article VII – Accessory Apartments) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 20<sup>th</sup> day of April, 2011 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law to consider an amendment to Chapter 108 entitled, "Zoning" (Article VII – Accessory Apartments) of the Town Code of the Town of Riverhead is hereby adopted as specified in the attached notice of adoption ; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" at its regular meeting held on May 18, 2011.

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

CHAPTER 108  
ZONING  
ARTICLE VIII  
**Accessory Apartments**

**§ 108-34. Purpose; findings; standards.**

Purpose. It is the intent and purpose of this article to allow accessory apartments within Hamlet Residential (HR), Riverfront Corridor (RFC), Commercial/Residential Campus (CRC), Rural Corridor (RLC), Hamlet Center (HC), the Residence A-40 (RA-40), Residence B-40 (RB-40), Residence A-80 (RA-80), Residence B-80 (RB-80) and Agricultural Protection Zoning (APZ) Use Districts to provide the opportunity for the development of small rental housing units designed to meet the housing needs of median income families, both young and old, and relatives of families residing in the Town of Riverhead and to implement the housing elements and goals of the Town of Riverhead Comprehensive Plan (Town of Riverhead Planning Board et al, 2003) by allowing accessory apartments in designated zoning districts. It is also the intent of this article to increase compliance with building and fire code, property maintenance, preserve property values and the health, safety and welfare of the community.

- Underscore represents addition(s)

Dated: Riverhead, New York  
May 18, 2010

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

**DIANE M. WILHELM**, Town Clerk

05.18.2011  
110391

ADOPTED

TOWN OF RIVERHEAD

Resolution # 391

**AMENDS RESOLUTION #296 OF 2011**  
**(APPROVES CHAPTER 90 APPLICATION OF EAST END**  
**ARTS & HUMANITIES COUNCIL, INC.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Resolution #296, adopted by the Town Board on April 20, 2011, approved the Chapter 90 Application of the East End Arts & Humanities Council, Inc. for the purpose of conducting their "15<sup>th</sup> Annual Community Mosaic Street Painting Festival" having music and art exhibits to be held on EEAC grounds and parking lot at 133 East Main Street, Riverhead, NY on Sunday, May 29, 2011 having a rain date of Monday, May 30, 2011, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 a.m. to 12:00 noon); and

**WHEREAS**, said resolution did not include the location of Main Street (S.R.25), between Roanoke Avenue and East Avenue, to be included in said event.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby amends Resolution #296, dated April 20, 2011, to include the location of Main Street (S.R.25), between Roanoke Avenue and East Avenue for the aforementioned event; and be it further

**RESOLVED**, that all other terms and conditions of Resolution #296 shall remain in full force and effect; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council Inc., 133 East Main Street, Riverhead, NY, 11901; and be it further

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

be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110392

ADOPTED

TOWN OF RIVERHEAD

Resolution # 392

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
INTELLI-TEC SECURITY SERVICES, LLC**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead requires continuous alarm monitoring services at the East Creek Pump Building, East Creek Marina, Jamesport; and

**WHEREAS**, Intelli-Tec Security Services, LLC, is ready, willing and able to provide alarm monitoring services as desired by the Town of Riverhead at a cost of \$45.00 per month for general alarm monitoring services and \$15.00 per month for radio back-up monitoring services at the East Creek Pump Building, East Creek Marina, Jamesport.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with Intelli-Tec Security Services, LLC, regarding alarm monitoring services at East Creek Pump Building, East Creek Marina, Jamesport, at the cost stated above; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Paul Thompson, Intelli-Tec Security Services, LLC, 2000 Shames Drive, Westbury, New York 11590; the Town Engineering Department; and the Office of the Town Attorney.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2011, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and INTELLI-TEC Security Services, LLC, a business entity existing under the laws of the State of New York with a principal place of business at 2000 Shames Drive, Westbury, NY 11590 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the following services at the East Creek Pump Building, East Creek Marina, 69 Town Beach Road, Jamesport. Services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

- a. Burglary/Security and Fire Alarm Monitoring for a charge of \$45.00 per month.
- b. Burglary/Security and Fire Alarm Monitoring of Radio Backup Reporting for a charge of \$15.00 per month.

### 2. TERM OF AGREEMENT

The Agreement shall commence on May 1, 2011, and terminate on December 31, 2011, unless terminated sooner. This Agreement may be terminated at any time and for any reason by either party upon ten (10) days written notice, via certified mail, return receipt requested. Consultant shall be entitled to payment for services rendered to the date of notice of termination which shall be deemed to be the date the notice of termination is placed within a mailbox under the care and custody of the US Postal Service. Notice shall be provided to the signatories of this Agreement at the addresses so designated in paragraph 9 of this Agreement.

### 3. PAYMENT

For these services, Town will pay Consultant at the rates set forth in paragraph 1 above. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided herein. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for herein. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

#### 4. RIGHTS TO DOCUMENTS OR DATA

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. RECORDS

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

#### 8. CHANGES

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

departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

## 9. NOTICES

Any notice shall be considered as having been given: (i) to the Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Paul Thompson, c/o INTELLI-TEC Security Services, LLC, 2000 Shames Drive, Westbury, New York 11590.

## 10. COMPLIANCE WITH LAWS

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

## 11. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance in the amount of one million dollars (\$1,000,000.00) per occurrence three million dollars (\$3,000,000.00) in the aggregate and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

## 12. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated

application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

### 13. DISCLOSURE

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

### 14. DISPUTES

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

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

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By: Sean M. Walter, Town Supervisor  
TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901

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By: Jeff Housner, Vice-President  
INTELLI-TEC Security Services, LLC  
2000 Shames Drive  
Westbury, New York 11950

05.18.2011  
110393

ADOPTED

TOWN OF RIVERHEAD

Resolution # 393

APPROVES THE RENAMING OF THE SOUTHERN PORTION OF HORTON AVENUE, A TOWN OF RIVERHEAD ROAD, TO "CAFFREY COURT"

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to consider the renaming the southern portion Horton Avenue, a Town of Riverhead road, to "Caffrey Court"; and

**WHEREAS**, a public hearing was held on the 3<sup>rd</sup> day of May, 2011 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves the renaming of the southern portion of Horton Avenue, a Town of Riverhead road, to "Caffrey Court" as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead approved the renaming of the southern portion of Horton Avenue, a Town of Riverhead road, to "Caffrey Court" at its regular meeting held on May 18, 2011.

Dated: Riverhead, New York  
May 18, 2011

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

**DIANE M. WILHELM**, Town Clerk

05.18.2011  
110394

ADOPTED

TOWN OF RIVERHEAD

Resolution # 394

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
RECONSTRUCTION OF TOWN BUILDING DEPARTMENT**

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

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **RECONSTRUCTION OF TOWN BUILDING DEPARTMENT**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2011 issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

Sealed bids for **RECONSTRUCTION OF TOWN BUILDING DEPARTMENT** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:15 a.m. on June 23, 2011.

Plans and specifications may be examined and/or obtained on or about May 26, 2011 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.riverheadli.com](http://www.riverheadli.com) and click on Bid Requests.

Due to the scope of work for this contract, the Town is scheduling a Mandatory Pre-Bid Meeting for June 9, 2011 at 10:00 am at the site of the Building Department, 755 East Main Street, Riverhead, New York. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficult and magnitude. The failure to attend the mandatory pre-bid meeting will result in disqualification of the bidder. Prior to the Pre-Bid Meeting, the potential bidders shall fill out a Town of Riverhead Hold Harmless Agreement, available at the Office of the Town Clerk or by visiting the Towns website. The Hold Harmless document will be included as part of the bid specification package or can be obtained individually. The completed Hold Harmless must be submitted to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901, no later than June 7, 2011 before the scheduled Mandatory Pre-Bid Meeting.

A fee \$100.00 \*refundable fee (\*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

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

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "**RECONSTRUCTION OF TOWN BUILDING DEPARTMENT**" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

05.18.2011  
110395

ADOPTED

TOWN OF RIVERHEAD

Resolution # 395

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2011 issue of the News-Review; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sanitation Supervisor and the Purchasing Agent, 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**NOTICE TO BIDDERS**

Sealed bids for **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:00 a.m. on June 9, 2011.

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# **TOWN OF RIVERHEAD BID SPECIFICATION**

## **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**

### **I. General Description of Project**

The Town of Riverhead (Town) generates construction and demolition material from renovations and modifications to Town buildings and other such similar materials collected as a result of and after storm events. It is the intent of this bid specification to describe the services required by the Town to process and dispose of the construction and demolition material to the CONTRACTOR/VENDOR'S facility.

### **II. General Scope of Services**

The Town routinely repairs and renovates its buildings and facilities. These activities generate waste such as, but not limited to, wood, sheetrock, concrete, corrugated cardboard, bricks, masonry material, soil rocks, non-asbestos insulation, glass, plastics, furniture, carpeting, and tile. Similar debris is generated by storms or other natural events occurring within the Town. The Town is seeking a New York State Department of Environmental Conservation permitted construction and demolition debris processing facility (Facility) to accept the Town generated materials for ultimate disposal. The Town will transport the material to the Facility. The contract representative for the Town shall be Sanitation Superintendent John Reeve or his designee. The term of this contract shall be for one year commencing upon the date of award by the Town. The contract may be extended for a single one year upon the same terms and conditions subject to resolution of the Town Board of the Town of Riverhead. The Town Department of Sanitation will issue a separate purchase order (P.O.) for each load of material delivered to the Facility. The Facility shall issue a load ticket to the driver showing the weight of the materials and identify the P.O. number. The vendor may bill (submit invoice) to the Town on a monthly basis quoting the P.O. numbers and load weights for the month. A Town Claim voucher shall accompany the invoice.

### **III. Required Information for Submission of Bid Proposal**

The following information shall be provided in each bid response. To the extent Contractor seeks to supplement a response on the bid sheet, Contractor shall address all such items on company letterhead, signed by an authorized company representative. Note, the failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

#### **1. New York State Department of Environmental Conservation License:**

The Facility shall be permitted by the New York State Department of Environmental Conservation (NYSDEC) to receive construction and demolition debris and the Facility shall be equipped with a certified truck scale to measure/weigh the material. A copy of the NYSDEC permit must be annexed to the bid response.

#### **2. Resource Recovery:**

As the Town seeks to not only increase its efforts to recover and reuse recyclable materials but also to promote the recovery of materials from the Town's solid waste stream, the Facility shall submit detail/description of the Facility's recovery process and an approximate average percent of materials recovered from a construction and demolition debris load.

#### **3. Location:**

The Facility shall be located within Suffolk County -\*note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award and Contractor shall provide approximately distance from Town Hall location to the Facility.

#### **4. Insurance:**

The Facility shall submit proof of Comprehensive General Liability Insurance, including, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; professional liability insurance in the amount of (\$1,000,000.00.), and Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

(The Contractor's response to items 1-4 shall be set forth on the bid sheet)

## **IV. General Bid Specifications**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **Construction and Demolition Debris** and received no later than 11:00 am on June 9, 2011 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

### **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

### **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

### **4. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

### **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town .

## **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the

property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year with extensions for one (1) year periods.

### **14. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the

successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

## **16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Sanitation Superintendent John Reeve**  
**200 Howell Avenue**  
**Riverhead, NY 11901**

## **17. Indemnification**

### **a. General Indemnification:**

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents.

### **b. Insurance**

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

iii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

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

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

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

**V. BID**

**Disposal of Town Generated Construction and Demolition Material**

**TOWN OF RIVERHEAD**

**BID SHEET**

**I. COMPANY INFORMATION**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY TELEPHONE: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

COMPANY CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**II. NYSDEC LICENSE INFORMATION**

New York State Department of Environmental Conservation License# \_\_\_\_\_ for  
facility located at \_\_\_\_\_. A copy of the NYSDEC permit is  
annexed to the bid response. \_\_\_\_\_ (Initial)

**III. RESOURCE RECOVERY**

Detail/description of the Facility's recovery process: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(This information may be supplemented by attaching report/documents describing resource  
recovery method/plan)

Average percent of materials recovered from a construction and demolition debris load \_\_\_\_\_.

(This information may be supplemented by attaching report/documents describing resource  
recovery calculation).

**IV. LOCATION OF FACILITY**

Location of the Facility: \_\_\_\_\_

Distance to Town Hall, 200 Howell Avenue, Riverhead, NY \_\_\_\_\_ (miles).

(Note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award).

Certified Truck Scale \_\_\_\_\_ (Indicate yes or no)

**V. FACILITY HOURS OF OPERATION**

Identify Hours of Operation for acceptance of Construction and Demolition Debris from Town of Riverhead \_\_\_\_\_

**VI. INSURANCE**

Submit Proof of Insurance as indicated above and annexed to bid response.

**VII. BID: PRICE PER TON**

Price per ton for the processing and disposal of Town generated construction and demolition material delivered to vendors facility) \$ \_\_\_\_\_ per ton

Amount in words: \_\_\_\_\_ per ton.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

05.18.2011  
110396

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 396**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
ONSITE GRINDING OF TOWN YARD WASTE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **ONSITE GRINDING OF TOWN YARD WASTE**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2011 issue of the News-Review; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sanitation Supervisor and the Purchasing Agent; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

Sealed bids for **ONSITE GRINDING OF TOWN YARD WASTE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:10 a.m. on June 9, 2011.

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **ONSITE GRINDING OF TOWN YARD WASTE.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# **TOWN OF RIVERHEAD BID SPECIFICATION**

## **ONSITE GRINDING OF TOWN YARD WASTE**

### **I. General Description of Project**

The Town of Riverhead (“Town”) provides a yard waste “drop-off” location to Town residents at the Town’s Yard Waste Facility. Note, the yard waste drop-off is not available to business or commercial entities. Residents may drop off loose (not bagged) yard waste including grass, leaves, brush, logs, and branches. Depending on the rate of incoming material, the Town will periodically request the services of the CONTRACTOR to provide the necessary equipment and labor to reduce the volume of the yard waste.

### **II. General Scope of Services**

CONTRACTOR shall provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely double grind and screen the yard waste into mulch at the following site:

TOWN OF RIVERHEAD  
Yard Waste Facility (“Facility”)  
Youngs Avenue  
Riverhead, NY

#### **1. Performance Specifications:**

- a. Grinding and Screening Technique: The contractor shall double grind (material shall be processed/passed through the grinder twice) the yard waste and screened such that the material/mulch is ground into acceptable size chips as designated by the Sanitation Superintendent or his designee. The Town recommends that the screens on the grinder shall be one and one half (1 ½) inches and no greater than two (2) inches.
- b. Grinding and Loading Equipment: The Contractor shall utilize a wood grinding machine capable of processing a minimum of 800 cubic yards of material per eight hour day (100 cubic yards per hour). In addition, the Contractor shall utilize a rubber tire loader of sufficient size to move the yard waste to the wood grinder and relocate the chipped material to an area of the site designated by the Sanitation Superintendent or his designee.

- c. Debris: All debris not suitable for grinding will be removed from the yard waste and set aside in a location designated by the Sanitation Superintendent or his designee. The Town of Riverhead will not be responsible for any damage to the CONTRACTOR'S equipment due to inadequate removal of debris prior to grinding.
- d. Hours of Operation: All work shall be conducted during weekdays (Monday through Friday) between the hours of 8:30 a.m. and 4:30 p.m. In the event that work at the site is not completed by the close of business (4:30 p.m.), the Sanitation Superintendent or his designee shall be authorized to extend the number of days but in no event shall Contractor exceed three consecutive days of grinding at the site except in the case of an emergency or act of God.
- e. Equipment Failure or Malfunction/Failure to Operate: In the event that the machines are not operating due to equipment failure or malfunction, machine maintenance, lack of personnel to operate the machine, inclement weather, act of God or any other reason, Contractor shall not be entitled to receive compensation for such "down time" and instead the Town shall deduct any and all down time hours, said down time hours to be prorated on an hourly basis based upon the daily rate per day.
- f. Monitor/Record of Operation: A daily log of machine operating times shall be maintained by the Contractor and/or Contractor's employee/equipment operator and submitted to the Sanitation Superintendent or his designee for approval and signature, together with the Authorization to Grind Form indicating volume of material and same shall serve as the basis for payment by the Town.
- g. Site Security: The Town's Yard Waste Facility is fenced with a locking gate. The Contractor's equipment may be left overnight at the Facility, however, the Town assumes no responsibility for Contractor's equipment.
- h. Grinding Event: The Sanitation Superintendent or his designee will determine when a grinding event is required at the site. A grinding event shall be defined as the grinding of all yard waste present at the site prior to beginning grinding. However, in order to accommodate the public during periods of grinding the Sanitation Superintendent or his designee may accept additional small quantities of yard waste at the site entrance and deliver the accepted yard waste to the yard waste pile for grinding.

- i. Notification of Grinding Services: The Sanitation Superintendent or his designee will notify the contractor when a grinding event is required. The CONTRACTOR will begin work no less than 10 days and no more than 20 days from the date of notification.
- j. Schedule to Grind: The CONTRACTOR will provide the Sanitation Superintendent or his designee with written notice to the of the scheduled start date at least 10 days prior to the grinding event to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for grinding and/or availability of mulch.
- k. Measurement of Material: The method of measurement of the mulch pile will be to measure the length, width and height of the finished mulch pile and calculate the volume of pile based on its geometry. The CONTRACTOR and Sanitation Superintendent or his designee will document the volume, based on the above methodology and record same on an Authorization to Grind Form (attachment A). A completed Authorization to Grind Form will accompany each invoice for payment.

## **2. Payment:**

The CONTRACTOR shall receive payment based upon a daily rate or three-day rate. No other claims for compensation will be considered by the Town. This Contract will cover up to 15 grinding days over the course of the contract.

## **III. General Bid Specifications**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **Yard Waste Grinding** and received no later than 11:10 am on June 9, 2011 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

## **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

## **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

## **4. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

## **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation,

will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

#### **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

#### **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

#### **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

#### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

#### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year with extensions for one (1) year periods.

### **14. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

### **16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Sanitation Superintendent John Reeve**

**200 Howell Avenue**

**Riverhead, NY 11901**

### **17. Indemnification**

#### **a. General Indemnification:**

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of

whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

iii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

#### **IV. Required Information for Submission of Bid Proposal**

The following information shall be provided in each bid in the order listed below. The bid proposal must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

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

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

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

**V. BID**  
**ONSITE GRINDING OF TOWN YARD WASTE**  
**TOWN OF RIVERHEAD**  
**BID SHEET**

**1. Company information:**

a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

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b. Identify the principals who will be, or may be, involved in the yard waste grinding projects, their roles, and their experience.

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c. Identify the equipment available to perform the items identified in the scope of services and identify if the company and personnel have any necessary expertise/training and ,to the extent required by law, permits and licenses to operate the equipment required to perform the grinding services.

Equipment (Identify each piece of equipment and include information regarding B(1) and (2) above regarding volume per hour screen i.e. 1", 1 1/2", 2"):

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Personnel: \_\_\_\_\_

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**2. Insurance:**

- a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- b. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and
- c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

(Please annex proof of insurance.)

**3. Bid Amount:**

- a. COST PER DAY FOR GRINDING \$ \_\_\_\_\_
- b. COST PER THREE DAY OF GRINDING \$ \_\_\_\_\_

Note, all costs to locate equipment to site, remove equipment from the site, fuel, and labor are to be included and incorporated into the daily rate and three day rate. The Town shall not be responsible for any other costs to perform the tasks identified in the Bid Specifications.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

05.18.2011  
110397

ADOPTED

TOWN OF RIVERHEAD

Resolution # 397

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
SALE OF SURPLUS GROUND YARD WASTE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **SALE OF SURPLUS GROUND YARD WASTE**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2011 issue of the News-Review; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Sanitation Supervisor and the Purchasing Agent; 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

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

Sealed bids for **SALE OF SURPLUS GROUND YARD WASTE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:05 a.m. on June 9, 2011.

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **SALE OF SURPLUS GROUND YARD WASTE.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# **TOWN OF RIVERHEAD**

## **BID SPECIFICATION**

### **SALE OF GROUND YARD WASTE**

#### **I. General Description of Project**

The Town of Riverhead provides a yard waste “drop-off” location to Town residents, business and commercial operations are not included in the “drop-off”, for loose (not bagged) yard waste including grass, leaves, brush, logs, and branches at the Town’s Yard Waste Facility. The Town accepts the material for grinding and screening and makes the mulch available to Town residents. The Town currently has a surplus of approximately 1,000 to 1,200 cubic yards of ground material at the Facility. The Town proposes to sell the material, “AS IS”, to one successful bidder, referred to as “CONTRACTOR” and to have the material removed from the Facility to make room for incoming material.

#### **II. General Scope of Services**

CONTRACTOR (successful bidder) shall purchase approximately 1,000 to 1,200 cubic yards of ground material from the Town of Riverhead and shall promptly remove the material (double grind and screened) from the Facility to allow the Town make room for residential “drop-offs” of yard waste. It shall be the responsibility of the CONTRACTOR to provide all necessary personnel and equipment to safely and efficiently remove the material from the following site:

TOWN OF RIVERHEAD  
Yard Waste Facility (“Facility”)  
Youngs Avenue  
Riverhead, NY

The Sanitation Superintendent or his designee will determine when work may begin to remove and transport the material from the Facility with written notice of the scheduled start date at least 5 days prior to commence of work to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for removal of the material. Contractor shall perform the removal of the material during standard Facility hours of operation: Monday through Saturday between the hours of 7:30 a.m. and 3:30 p.m. In the event that work at the site to remove and transport the material is not completed by the close of business (4:30 p.m.), the Sanitation

Superintendent or his designee shall be authorized to permit CONTRACTOR to store equipment at the Facility for one day, however, the Town assumes no responsibility for Contractor's equipment.

CONTRACTOR shall be permitted to inspect the material Wednesday through Sundays, 7:00 AM to 3:00 PM at the Facility.

### **III. Required Information for Submission of Bid Proposal**

The following information shall be provided in each bid in the order listed below. The bid sheet must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A

CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

#### **1. Bid Requirements:**

- a. CONTRACTOR/BIDDER(S) shall indicate price on the Bid Sheet. The price shall indicate the total sum to purchase the material (surplus of approximately 1,000 to 1,200 cubic yards of double grind and screened yard waste).
- b. CONTRACTOR/BIDDER(S) shall indicate the approximate number of days needed to remove the material from the Facility.
- c. CONTRACTOR/BIDDER(S) shall indicate the ability and willingness to commence removal operations within twenty-one (21) calendar days from notification of award.
- d. CONTRACTOR/BIDDER(S) shall identify the equipment available to load, remove and transport the material from the Facility.
- e. CONTRACTOR/BIDDER shall submit to the Town Sanitation Department a certified check made payable to the Town of Riverhead in the total amount of the successful bid prior to the start of removal operations and no later than 10 days from the date of the bid award.

## **IV. General Bid Specifications**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **SALE OF SURPLUS GROUND YARD WASTE** and received no later than 11:05 am on June 9, 2011 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

### **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

### **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

### **4. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

### **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town .

## **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the

property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

#### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

#### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

#### **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be limited to the purchase of surplus ground yard waste and the contract term shall end upon successful removal of surplus material.

#### **14. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

#### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the

successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

**16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Sanitation Superintendent John Reeve  
200 Howell Avenue  
Riverhead, NY 11901**

**17. Indemnification**

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, sole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

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

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

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

**V. BID**  
**SALE OF GROUND YARD WASTE**

**TOWN OF RIVERHEAD**

**BID SHEET**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

COMPANY TELEPHONE: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

COMPANY CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

1) BID: (Lump Sum Amount for all the Ground Yard Waste): \$ \_\_\_\_\_

BID AMOUNT IN WORDS: \_\_\_\_\_

2) APPROXIMATE NUMBER OF DAYS TO REMOVE THE MATERIAL: \_\_\_\_\_

3) CONTRACTOR/BIDDER AGREES TO REMOVE MATERIAL WITHIN 21 DAYS OF  
BID AWARD \_\_\_\_\_ (INITIAL)

4) IDENTIFY/DESCRIBE AVAILABLE EQUIPMENT TO LOAD, REMOVE AND  
TRANSPORT MATERIAL \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

05.18.2011  
110398

ADOPTED

TOWN OF RIVERHEAD

Resolution # 398

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR A REQUEST FOR PROPOSALS FOR A BOUNDARY & TOPOGRAPHIC STUDY FOR REUSE AND REVITALIZATION OF THE FORMER NAVAL WEAPONS INDUSTRIAL RESERVE PLANT ("NWIRP/EPCAL")**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead is seeking proposals for Boundary & Topographic Study for Reuse and Revitalization of the former Naval Weapons Industrial Reserve Plant ("NWIRP" and commonly known as "EPCAL"); and

**WHEREAS**, the Town of Riverhead is seeking proposals from qualified and licensed surveyors interested in performing all work required to prepare, complete and present a boundary and topographic study necessary for the comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP" and commonly known as "EPCAL").

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Boundary & Topographic Study for Reuse and Revitalization of NWIRP/EPCAL; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2011 issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## NOTICE TO BIDDERS

**TAKE NOTICE**, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on **June 16, 2011 at 11 o'clock am**, prevailing time, for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified and licensed surveyors interested in performing all work required to prepare, complete and present a boundary and topographic study necessary for the comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP" or commonly known/referred to as "EPCAL") approximately 2,900 acres located in Calverton, Town of Riverhead, New York.

Specifications and guidelines for submission of proposals will be available on the Town website at <http://riverheadli.com/bid-preaccess.html> on or before May 26, 2011, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **May 26, 2011**.

Each proposal must be submitted in a sealed envelope clearly marked "**BOUNDARY & TOPOGRAPHIC STUDY, COMPREHENSIVE REUSE PLAN, NAVAL WEAPONS INDUSTRIAL RESERVE PLANT AT CALVERTON (NWIRP/EPCAL)**" and must be received by the Office of the Town Clerk by no later than **11:00 am on June 16, 2011**.

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

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

# **Town of Riverhead**

## **Suffolk County, New York**

**TOWN OF RIVERHEAD**



## **Request for Proposals**

**For**

## **Boundary & Topographic Study for Comprehensive Reuse Plan of NWIRP/EPCAL Naval Weapons Industrial Reserve Plant at Calverton, NY**

Sealed Proposals Must be Received  
In the Office of the Town Clerk  
200 Howell Avenue  
Riverhead, New York 11901  
On or Before 11:00 A.M. on June 16, 2011

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## I. NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on **June 16<sup>th</sup>, 2011 at 11 o'clock am**, prevailing time, for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Boundary & Topographic Study, Comprehensive Reuse Plan, Naval Weapons Industrial Reserve Plant at Calverton, NY.**

Specifications and guidelines for submission of proposals are available on the Town website at [www.riverheadli.com](http://www.riverheadli.com), click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **May 26<sup>th</sup>, 2011**.

Each proposal must be submitted in a sealed envelope clearly marked **“BOUNDARY & TOPOGRAPHIC STUDY, COMPREHENSIVE REUSE PLAN, NAVAL WEAPONS INDUSTRIAL RESERVE PLANT AT CALVERTON, NY”** Proposals must be received by the Office of the Town Clerk by no later than **June 16<sup>th</sup>, 2011 at 11 o'clock am**.

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

**BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD  
DIANE M. WILHELM, TOWN CLERK**

## II. INSTRUCTIONS TO BIDDERS

### 1. Receipt of Proposals

The Town of Riverhead invites proposals for a Boundary and Topographic Study required for the comprehensive market study for development of a reuse plan for the former Naval Weapons Industrial Reserve Plant ("NWIRP" or commonly known/referred to as "EPCAL") approximately 2,900 acres located in Calverton, Town of Riverhead, New York. Proposals must be submitted per the instructions in the Notice to Bidders.

### 2. Form, Preparation, and Presentation of Proposal

**Bidders should return the *entire bid package*, with the information requested on the green pages completed.**

**Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "BOUNDARY & TOPOGRAPHIC STUDY, COMPREHENSIVE REUSE PLAN"**

**Bidders must provide ALL INFORMATION.**

### **INCOMPLETE SUBMISSIONS MAY BE REJECTED!!**

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

### 3. Rejection of Proposals

A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the

proposal or part thereof which it deems most favorable to the Town after all proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

#### **4. Method of Award**

All proposals will be compared based on the totality of the bidder's presentation regarding the "**Boundary and Topographic Study for Comprehensive Plan for Reuse and Revitalization of NWIRP/EPCAL**" (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for undertaking and completing the Project such that the best interests of the Town are achieved.

#### **5. Insurance Required By The Town of Riverhead**

A. The Bidder/Offeror shall carry and maintain Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and \$1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits.

B. In addition to the extent a contract is awarded, Bidder/Offeror shall be required to carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of \$1,000,000.00 per occurrence. CONSULTANT hereby indemnifies and holds the TOWN, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against TOWN, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the negligent acts or omissions of Bidder, Bidder's employees, subcontractors or agents under a contract to provide services outlined in this RFP.

Note, Town may request proof of the above insurances as set forth in provision #6 "Town's Reservation of Rights" set forth below.

#### **6. Town's Reservation of Rights**

**The Town reserves all rights with respect to this RFP, including but not limited to the following:**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services detailed in the specifications within the goals and time parameters set forth herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

### III. SPECIFICATIONS

#### 1. Summary

The Town of Riverhead, hereinafter referred to as the "Town," is requesting proposals from all qualified licensed surveyors interested in performing all necessary work required to prepare, complete and present a boundary and topographical study required to complete and compliment a comprehensive market study for reuse of the former Naval Weapons Industrial Reserve Plant ("EPCAL") approximately 2,900 acres located in Calverton, Town of Riverhead, New York for the Town of Riverhead and Town of Riverhead Community Development Agency. (See, Specifications "Historical Background/General Scope of Services/Detail & Description of Services/Schedule" for complete detail and description of "Project").

As will be set forth more fully below, the property, former Calverton Naval Weapons Industrial Reserve Plant (hereinafter "EPCAL"), was formerly owned by the Navy and leased by the Grumman Corporation. In 1998, after Grumman chose not to renew its lease for the site, the Navy conveyed the entire twenty-nine hundred (2,900) acre site to the Town of Riverhead Community Development Agency (CDA) for no consideration, conditioned upon the Town's reuse of the property for economic development. In anticipation of the transfer of the ownership of the land from the Navy to the Town of Riverhead Community Development Agency, the Town and CDA commissioned a firm to undertake a comprehensive reuse planning study of the site. Several alternative land use scenarios were analyzed in the comprehensive reuse. In 1998, the Town of Riverhead adopted a land use plan which included industrial and regional recreational uses and amended the Comprehensive Master Plan of the Town of Riverhead to include new zoning use districts to effectuate this land use, to wit: Planned Industrial Park (PIP) Zoning Use District (this zoning district encompassed the bulk of the former Grumman facilities sometimes referred to as the "Industrial Core") and the balance of the property was rezoned to Planned Recreational Park (PRP) Zoning Use District. Since the transfer of title to the Town of Riverhead Community Development Agency in 1998, the Calverton site "EPCAL" has seen limited redevelopment. The Town and CDA acknowledge the evolution of market, economic, and site conditions since the adoption and implementation of the original comprehensive reuse plan, and thus, the Town, with the assistance of VHB, seeks to update, develop and implement a reuse plan for EPCAL. A key component of the updated comprehensive land use plan requires a boundary and topographic study of the EPCAL site.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

**PLEASE NOTE:** All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 262 or fax at 631- 208-4034, and **must be received by no later than 11:00 am on June 1, 2011.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

## 2. **General Conditions**

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project. The Town will grant Contractor the right of access to the subject property to perform surveys and related boundary and topographic study on the property necessary to perform the required work.

C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, lease and revenues will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, type of structure i.e. monopole/flagpole, height of structure, locating/placing/size requirements and screening of and security of equipment, site demands and design, minimize impact on surrounding area, provide safe interference-free environment, suitability of the services

offered, and the reputation of Offerors will be considered, along with other relevant factors.

E. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;
- Interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in 32.3 Operations, Subsection "J" below: Workers' compensation, Disability, Professional Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

### **3. Historical Background and Description of Services Required**

#### **A. Background**

As set forth above, the Town of Riverhead, New York, is currently working with the planning, design and engineering firm VHB to prepare an updated Comprehensive Reuse Plan for the 2,900-acre property formerly known as the Naval Weapons Industrial Reserve Plant (NWIRP) at Calverton.

In the 15 years since the preparation of the Reuse Strategy, the Calverton site has seen limited redevelopment activity. In 2001, the CDA sold the buildings and approximately 492-acres within the Planned Industrial Park zoned core to Calverton Camelot LLC. Currently, approximately 1,000,000 square feet of existing industrial and office space is 95% occupied, employing approximately 500 people. There remains development potential of over 2,000,000 square feet of industrial use on 37 separate parcels within the core under existing zoning. In addition to extensive development potential in the remaining 2,197 acres currently zoned for family-oriented recreational uses.

In light of the limited amount of economic development achieved on the site and the evolution of market, economic, and site conditions since its original adoption, the Town is seeking to update the Comprehensive Reuse Plan. In conjunction with the update of the Reuse Plan, it is the intention of the Town to subdivide the property into large (25- to 30-acre) lots (based on a subdivision map to be prepared by VHB). Update of the Reuse Plan and filing of a subdivision map for the property require preparation of complete boundary and topographic survey information for the remaining 2,400± acres of the former Naval Weapons Reserve Plant.

## B. General Scope of Services

### Boundary & Topographic survey of the subject property

The scope of services will include preparation of a Boundary & Topographic survey of the subject property suitable for use in the planning phase of the project (evaluation of reuse alternatives) and the development of subdivision mapping (by others) for the area of the preferred Reuse Plan, which will consist of the following Tax Lots:

District 0600 – Section 135 – Block 1 – Lots 7.1, 7.2, 7.3, 7.4, 7.29, 7.33

In addition to the Reuse Plan subject property, the survey will include boundary, topographic and utility information for additional lots controlled by various Town service districts located within the adjacent Calverton Industrial Park, including the following:

District 0600 – Section 135.20 – Block 1 – Lot 3 (Riverhead Water District)  
District 0600 – Section 135.20 – Block 1 – Lot 19 (Calverton Sewer District)  
District 0600 – Section 135.20 – Block 1 – Lot 20 (Calverton Sewer District)  
District 0600 – Section 135.20 – Block 1 – Lot 26 (Calverton Sewer District)

Any additional research required to establish the boundaries of the Reuse property in accordance with the above-referenced tax lots will be the responsibility of the Surveyor.

### C. Detail & Description of Survey Specifications

- 1) The required survey information will be collected through conventional field methods and/or aerial photogrammetry and will be supplemented with available record drawings as noted above. The boundary survey will generally include computed property boundaries, any permanent boundary markers found, adjoining streets, highways and property lines, documented rights-of-way and easements, and property record information including county tax block and lot numbers and owner information for the subject property and all adjacent properties. In addition, the Surveyor will be required to plot the lots and roadways of the Calverton Industrial Park (a/k/a Calverton Camelot) from the subdivision map on file with the County Clerk.

Topographic information will include location and elevations of existing structures and physical features, and spot grades throughout the site sufficient to depict the existing topographic conditions with 1' contours. Topographic mapping shall extend at least 100' onto adjacent properties (should cover all properties within the boundary of overall Calverton site if provided by aerial photogrammetry – including tax lot 7.34). Subsurface utilities will be shown as per visible physical evidence supplemented by any available record drawings. Field-measured rim elevations, inverts and pipe sizes for any accessible existing storm drainage, sanitary sewers and other utilities will be shown. The topographic survey will also depict the limits of wooded areas, trails, water bodies and wetland boundaries. The proposal will also require a line item for the location of wetlands flagging (existing or to be provided by others).

In order to provide base mapping for adjacent road improvements, the topographic and utility survey will include adjacent roadways within the following limits:

- Middle Country Road (NYS Route 25) - Full width of physical roadway, property frontage + 200' east and west of the subject property.
- Grumman Boulevard/River Road - Full width of physical roadway, property frontage + 200' east of the property.
- Wading River-Manorville Road – Full width of roadway, property frontage + 200' north of Middle Country Road and 200' south of Grumman Boulevard.

Roadway topographic and utility survey limits shall include the full right-of-way width as approximated from available tax maps. Field-measured rim elevations, inverts and pipe sizes for any accessible existing storm

drainage, sanitary sewers and other utilities will be shown. The surveyor is to obtain any available utility record drawings for the above-referenced roadways required for use in developing the survey.

## 2) Deliverables

Upon completion of the survey, the Surveyor shall deliver the following documents and work product to the Town and/or its Consultants:

- 10 signed and sealed copies of the Boundary Survey in paper form;
- 10 signed and sealed copies of the Topographic Survey in paper form;
- Two CD's containing all Boundary and Topographic Survey information in AutoCAD .dwg format for use by the Town and the Town's Consultants for Planning and Subdivision Mapping purposes. The Town and the Town's Consultants shall have access to the electronic drawing information sufficient to allow adjustments to the information as necessary to create consistent graphics for subsequent use of the information in planning documents and subdivision mapping, with the understanding that only signed and sealed hard copies of the survey information are valid for record purposes.

## D. Schedule

The Survey is an important item in the development of a revised Reuse Plan and subdivision for the Calverton site. The boundaries and available development area of the remaining property are integral to evaluating conceptual reuse plan alternatives and preparing the subdivision mapping. As a result, it is critical that the Survey be initiated promptly and be prepared in a timely fashion. A boundary survey for the area of the Re-Use Plan should be submitted to the Town within 8 weeks of contract acceptance. A final draft of the boundary and topographic survey will then be due to the Town for review and comment by the Town and project team within 6 weeks of the initial boundary survey submission. Final versions of the deliverables will be due within 4 weeks of the Town and project team review of the final draft documents. The consultant chosen for this work will be required to submit a detailed schedule based on these deliverable dates immediately following selection.

## E. Miscellaneous

- 1) The Contractor hereby represents that it is legally qualified to perform all the duties on its part to be performed under the terms and conditions of the

contract, specifically Contractor is duly licensed by the State of New York to perform the boundary and topographical study.

- 2) Nothing shall be found to construe the parties of the contract as partners or authorize either party to contract any debt liability or obligation for or against or on behalf of the other party of the contract. Neither the Town, nor the Contractor, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and the contract shall not be deemed or construed as a contract of agency. The Contractor shall be deemed throughout the term hereof as an independent contractor and as such be liable for its own acts.
- 3) The Contractor shall protect, save, and keep the Town harmless and indemnify the Town from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the Contractor of the terms and conditions of the contract. Contractor shall defend and indemnify Town from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with this contract. Town will not be responsible for any loss or damage to equipment owned by Contractor.
- 4) The Contractor shall not assign the contract or subcontract or otherwise engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town, except the Contractor may sublet all or part of the Leased Space for the purpose of siting wireless providers. Contractor must obtain the approval of Town to assign or transfer this Lease in whole or in part.

#### 4. Proposal Content and Format Requirements

##### A. Cover Sheet

- 1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.
- 2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.

##### B. Description of Services, Background and Staff

###### 1) Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

###### 2) Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.

###### 3) Financial Stability

Provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

C. Proposed Lease Information

- 1) Indicate the desired term of the proposed lease agreement and any options to renew you may wish to have included in the agreement.
- 2) Indicate the amount of rent and amount of revenue sharing you would be willing to pay to the Town for lease of the premises.

5. **Selection Procedures**

The Town will only consider proposals from qualified telecommunications aka wireless communications carriers.

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

6. **Inquiries**

Direct all inquiries regarding the proposal process or proposal submissions to:  
Town Clerk  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901  
631-727-3200

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

**GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

**V. GENERAL MUNICIPAL LAW – SECTION 103-d**

**Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: \_\_\_\_\_

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

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

Affix corporate seal if contractor is a corporation.



**Section B.**

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Contract:

Date Completed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section C.**

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_

2. Have you ever defaulted on a contract? Yes/No \_\_\_\_\_ If yes, state where and why:

\_\_\_\_\_  
\_\_\_\_\_

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No \_\_\_\_\_

If yes, state name of individual, other organization and reason:

\_\_\_\_\_  
\_\_\_\_\_

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No \_\_\_\_\_ If yes, state name and reason:

\_\_\_\_\_  
\_\_\_\_\_

5. In what other lines of business are you financially interested?

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6. Who will personally supervise this contract?

Name and Phone Number

Title

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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references:

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9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

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11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

**Section D.**

(\*Delete phrases that are not applicable)

I, \_\_\_\_\_ the \*(applicant herein),  
(an officer or agent of the corporate applicant) namely its \_\_\_\_\_, (list  
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
-------------	---------------------	--

_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

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

05.18.2011  
110399

ADOPTED

TOWN OF RIVERHEAD

Resolution # 399

**APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON**  
**(Tent Sale - May 25<sup>th</sup> through May 31<sup>st</sup>, 2011)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on May 5, 2011, PC Richard & Son submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 25<sup>th</sup> through May 31<sup>st</sup>, 2011, between the hours of 9:00 a.m. and 9:00 p.m.; and

**WHEREAS**, PC Richard & Son has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the application of PC Richard & Son for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 25<sup>th</sup> through May 31<sup>st</sup>, 2011 between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

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

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

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

**RESOLVED**, that the applicable Chapter 90 Application fee has been paid; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

05.18.2011  
110400

ADOPTED

TOWN OF RIVERHEAD

Resolution # 400

**EXTENDS BID CONTRACT FOR DISPOSAL OF DEMOLITION AND  
CONSTRUCTION DEBRIS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Resolution #179 adopted by the Town Board on March 4, 2008, the Town of Riverhead awarded the bid for Disposal of Demolition and Construction Debris to Excel Demolition Recycling Inc. for the amount of \$64.50 per ton; and

**WHEREAS**, the Town of Riverhead wishes to extend the contract with Excel Demolition Recycling Inc. for an additional 90 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to the successful bidder for the disposal of Demolition and Construction Debris; and

**WHEREAS**, Excel Demolition Recycling Inc. has agreed to extend the contract for an additional 90 days from this date for the amount of \$64.50 per ton, the same bid price as the 2008 contract.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board approves the extension of the contract with Excel Demolition Recycling Inc. for Disposal of Demolition and Construction Debris for an additional 90 days from this date for the bid amount of \$64.50 per ton; 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  
Wooten  Yes  No

Gabrielsen  Yes  No  
Dunleavy  Yes  No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110401

ADOPTED

TOWN OF RIVERHEAD

Resolution # 401

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-7. Turns.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101, "Vehicles and Traffic" (§101-7. Turns.) of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 3<sup>rd</sup> day of May, 2011 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 101 "Vehicles and Traffic", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on May 18, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101  
Vehicles and Traffic  
ARTICLE III  
**Traffic Regulations**

**§ 101-7. Turns.**

- B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign "right turn only" shall be posted at the location.

**Location**

South off the westerly access driveway leading from Walmart to County Road No. 58

Kroemer Avenue northbound at County Road No. 58

- Underscore represents addition(s)

Dated: Riverhead, New York  
May 18, 2011

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

**DIANE M. WILHELM**, Town Clerk

05.18.2011  
110402

ADOPTED

TOWN OF RIVERHEAD

Resolution # 402

EXTENDS BID CONTRACT FOR TRUCK PARTS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, pursuant to Resolution #340 adopted by the Town Board on May 4, 2010, the Town of Riverhead awarded the bid for Truck Parts to Long Island Truck Parts, Inc. for items 1-12 and 14-18; and

**WHEREAS**, the Town of Riverhead wishes to extend the contract with Long Island Truck Parts, Inc. for an additional 90 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to the successful bidder truck parts; and

**WHEREAS**, Long Island Truck Parts, Inc. has agreed to extend the contract for an additional 90 days from this date for items 1-12 and 14-18, the same bid price as per the attached price list.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board approves the extension of the bid with Long Island Truck Parts, Inc. for truck parts for an additional 90 days from this date for the bid amounts per the attached price list; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Long Island Truck Parts, Inc., the Municipal Garage, the Highway Superintendent, the Financial Administrator and the Purchasing Agent; and be it further

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**TRUCK PARTS**

**BIDDER:** Long Island Truck Parts Inc.

<u>GROUP</u>	<u>MANUFACTURER</u>	<u>DATE OF PRICE LIST</u>	<u>% DISCOUNT</u>
1. SHOCK ABSORBERS	Monroe	01.05.09	-55%
2. BELTS AND HOSES	Gates	11.01.08	-65%
3. AIR-CONDITIONING PARTS & SUPPLIES	Mag	01.10	-55%
4. EXHAUST EQUIPMENT	Grand Rock	2.1.10	-60%
5. WINDSHIELD WIPER MOTORS	Pai	01.10	-50%
6. STARTERS AND GENERATORS (REMANUFACTURED)	Delco	01.01.10	-35%
7. STARTERS AND GENERATORS (REBUILT)	Delco	01.01.10	-35%
8. FUEL PUMPS	Carter	04.01.10	-55%
9. WATER PUMPS	Beppo	08.26.09	-50%
10. CAPS - OIL, FUEL, RADIATOR	Gates	11.01.08	-65%
11. BEARINGS/SEALS	BCA & National	04.01.10	-55%
12. GASKETS & SEALS (OIL SEALS, ETC.)	National	04.01.10	-55%
13. FRONT END (CHASSIS PARTS)	Moog	04.01.10	-50%
14. CHEMICALS - SPRAY CLEANER	Loctite	01.01.09	-50%
15. FILTERS - AIR, OIL PVC TRANSMISSION	Baldwin	01.20.10	-70%
16. UNIVERSAL JOINTS	Spicer	01.01.10	-55%
17. TUNE UP PARTS, DISTRIBUTOR CAPS, ROTORS, WIRES, PLUGS SWITCHES, ETC.	A/C Delco	01.01.10	-35%
18. BRAKE PARTS - SHOES, PADS ROTORS, CALIPERS, DRUMS, HOSES, MASTER CYLINDER PARTS	Euclid Bendix	01.01.10 01.01.10	-50% -50%

**PRICES MUST INCLUDE DELIVERY**

**VENDOR SUGGESTED TO BE WITHIN A 15 MINUTE DRIVE OF OUR FACILITY**

**TRUCK AND EQUIPMENT PARTS**

05.18.2011  
110403

ADOPTED

TOWN OF RIVERHEAD

Resolution # 403

DESIGNATION OF TOWN LANDMARK PURSUANT TO  
CHAPTER 73 OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Landmarks Preservation Commission and the Riverhead Town Board held a joint public hearing on December 21, 2010 pursuant to Resolution #845 adopted on November 16, 2010 regarding the designation of property described as: Peters-Kimmel Cottage, 11 Kimmel Lane, Jamesport, NY 11947, SCTM #0600-090.000-01.00-030.000 as a town landmark; and

**WHEREAS**, the Jamesport Camp Grounds (a.k.a. Jamesport Methodist Camp Meeting) began in 1834 and contains several structures which are unique and form a significant part of Riverhead's historical and architectural heritage; and

**WHEREAS**, the Peters-Kimmel cottage, constructed in 1911, is one of the original cottages constructed in the first wave of cottage construction in the Jamesport Camp Ground there in the early 20th century; and

**WHEREAS**, this cottage is emblematic of the architectural heritage of the Camp Grounds and is virtually unchanged on the exterior and interior from when it was built; and

**WHEREAS**, the Commission has reviewed comments made at that hearing and submitted during the comment period thereafter; and

**WHEREAS**, the application sought only to designate the residential structure, not the land or configuration of the lot on which the residential structure is located, as a historic and architectural landmark; and, the Commission has not considered the lot/property for designation nor does the Commission intend any such designation to include the property upon which the structure is located on or confer, determine, or render opinion with respect to any claim of right vis-a-vis any such other improvements on the subject property or the roadway on which the parcel is located.

**NOW BE IT THEREFORE RESOLVED**, the Riverhead Town Board designates the Peters-Kimmel cottage, exclusive of the property on which the cottage is located, property configuration and/or any such rights or claims with respect to the roadway and

intended only to designate the structure (cottage), as an official town landmark under the provisions of Chapter 73 of Riverhead Town Code; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Landmarks Preservation Commission; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110404

ADOPTED

TOWN OF RIVERHEAD

Resolution #404

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER  
A LOCAL LAW TO AMEND CHAPTER 52 ENTITLED "BUILDING CONSTRUCTION" 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 52 entitled, "Building Construction" of the Riverhead Town Code once in the May 26, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

**RESOLVED**, 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 ABSENT

The Resolution Was  Was Not

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 14<sup>th</sup> day of June, 2011 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 52  
BUILDING CONSTRUCTION  
ARTICLE I

**§ 52-10 Building permit fees.**

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

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

Dated: Riverhead,  
New York  
May 18,  
2011

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

**DIANE M. WILHELM, Town Clerk**

05.18.2011  
110405

# ADOPTED

## TOWN OF RIVERHEAD

### Resolution # 405

#### AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD FIRE DISTRICT FOR USE AND OCCUPANCY OF 24 EAST SECOND STREET, RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead Police Department required storage space to store and locate equipment essential to the operation of the Police Department; and

**WHEREAS**, the Riverhead Fire District granted the Town a revocable license to occupy and store police vehicles at the 24 East Second Street Firehouse; and

**WHEREAS**, as a condition of said license agreement the Town agreed and did provide insurance naming the Fire District as additional insured; and

**WHEREAS**, the Fire District seeks reimbursement for expenses related to the use and occupancy for storage of police vehicles from January 1, 2011 including utilities up until date of transfer to the subject property to the Town of Riverhead or removal of all Town equipment and property and surrender of premises to the Fire District; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an Agreement with Riverhead Fire District, in substantially the same form annexed hereto; and be it further

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

#### THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110406

ADOPTED

TOWN OF RIVERHEAD

Resolution # 406

AUTHORIZES THE WAIVER OF 30 DAY NOTIFICATION REQUIRED BY THE NEW YORK STATE LIQUOR AUTHORITY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Lung Fong Restaurant Corp.(Hy Ting Restaurant), 54 West Main Street, Riverhead, New York intends to renew their New York State Liquor License; and

**WHEREAS**, pursuant to Alcohol Beverage Control Law §64(2A), an applicant must give the municipality thirty (30) days notice of the pending liquor license application renewal unless the municipality consents to waive this thirty (30) day requirement; and

**WHEREAS**, Lung Fong Restaurant Corp. (Hy Ting Restaurant) has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the renewal of a liquor license to Lung Fong Restaurant Corp. (Hy Ting Restaurant); now therefore be it

**RESOLVED**, that the Town Board of the Town of Riverhead hereby offers no objection to waive the thirty (30) day notice period in regard to Lung Fong Restaurant Corp. (Hy Ting Restaurant), allowing to expedite submission of the liquor license renewal; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Lung Fong Restaurant Corp. (Hy Ting Restaurant) 54 West Main Street, Riverhead, New York and that all Town Hall Departments may review and obtain a copy of this resolution from the towns 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 ABSENT

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

05.18.2011  
110407

ADOPTED

TOWN OF RIVERHEAD

Resolution # 407

**TERMINATES A LEAVE OF ABSENCE AND RATIFIES THE REAPPOINTMENT OF PART-TIME POLICE OFFICERS TO ACTIVE DUTY STATUS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Resolution #794, duly adopted by the Riverhead Town Board on October 19, 2010, appointed three individuals to the position of Part-time Police Officer; and

**WHEREAS**, all three individuals were placed on a leave of absence until their successful completion of required training at the Suffolk County Police Academy; and

**WHEREAS**, two of those individuals, Matthew Neknez and Christopher Pendzick, did successfully complete their required training at the Suffolk County Police Academy.

**NOW, THEREFORE BE IT RESOLVED**, that this leave of absence is terminated and effective May 12, 2011, the Town Board hereby ratifies the reappointment of Matthew Nekenz and Christopher Pendzick and places them on part-time active duty status; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110408

ADOPTED

TOWN OF RIVERHEAD

Resolution # 408

**AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Activated Sludge Wastewater Treatment Process" to be held on July 11, 2011 through July 14, 2011; and

**WHEREAS**, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on July 11, 2011 through July 14, 2011; and be it further

**RESOLVED**, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of \$1,200.00, shall be reimbursed upon his return; 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 ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2011  
110409

ADOPTED

TOWN OF RIVERHEAD

Resolution # 409

AMENDS RESOLUTION #307 OF 2011  
(AWARDS BID FOR SNACK VENDORS)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice for sealed bids for Snack Vendors for the Town of Riverhead; and

**WHEREAS**, bids were received, opened and read aloud on the 12<sup>th</sup> day of April, 2011 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**, the Town Board had reviewed all bids received; and

**WHEREAS**, by Resolution #307, dated April 20, 2011, the Town Board awarded the bid for Snack Vendors; and

**WHEREAS**, by letter dated May 11, 2011, Foxies Ice Cream and Snacks, Inc., the successful bidder of five locations included in said bid, informs that he will be forfeiting two locations, namely, Reeves Park and Wading River Beach; and

**WHEREAS**, Karl Fruedenberg, the next highest bidder for Wading River Beach has been notified of the vacated locations and has expressed his desire to accept one of the vacated locations, namely, the Wading River Beach.

**NOW THEREFORE BE IT RESOLVED**, that the bid for the Snack Vendors for the Town of Riverhead is hereby awarded to the following vendors:

Karl Freudenberg	Police Officers Memorial Park	\$80.00
	Wading River Beach	\$700.00
Foxies Ice Cream and Snacks, Inc.	East Creek Marina/S. Jamesport	\$4,500.00
	Iron Pier Beach	\$1,000.00
	Stotzy Park	\$3,501.00;

and be it further

**RESOLVED**, that the Town Supervisor is hereby authorized to execute Snack Vendor Agreements with the above referenced successful bidders; and be it further

**RESOLVED**, that all other terms and conditions of Resolution #307, dated April 20, 2011, shall remain in full force and effect; and be it further

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

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Foxies Ice Cream and Snacks, Inc., 4 Claremont Court, Smithtown, NY, 11787 and Karl Freudenberg, 133 Herod Point Road, Wading River, NY, 11792; and be it further

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 410**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-15 May 5,2011 (TBM 05/17/11)				
FUND NAME				
GENERAL FUND				
RECREATION PROGRAM FUND			05/05/11 CHECKRUN	GRAND TOTALS
ECONOMIC DEVELOPMENT ZONE FUND				
MULTI YEAR OPERATING GRANT FUN	1		903,957.12	903,957.12
HIGHWAY FUND	6		3,785.19	3,785.19
WATER DISTRICT	30		197.92	197.92
RIVERHEAD SEWER DISTRICT	99		631,873.00	631,873.00
REFUSE & GARBAGE COLLECTION DI	111		96,813.38	96,813.38
STREET LIGHTING DISTRICT	112		57,338.06	57,338.06
AMBULANCE DISTRICT	114		30,000.97	30,000.97
EAST CREEK DOCKING FACILITY FU	115		6,532.63	6,532.63
CALVERTON SEWER DISTRICT	116		6,737.06	6,737.06
RIVERHEAD SCAVANGER WASTE DIST	120		337.07	337.07
WORKERS' COMPENSATION FUND	122		796.20	796.20
RISK RETENTION FUND	124		1,148.96	1,148.96
CDBG CONSORTIUM ACOUNT	128		17,399.57	17,399.57
WATER DISTRICT CAPITAL PROJECT	173		137,007.39	137,007.39
RIVERHEAD SEWER CAPITAL PROJEC	175		1,644.46	1,644.46
TRUST & AGENCY	181		844.63	844.63
	412		30,814.68	30,814.68
TOTAL ALL FUNDS	414		331,952.80	331,952.80
	735		1,608,731.32	1,608,731.32
			3,867,912.41	3,867,912.41

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 410

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-16 May 12, 2011 (TBM 05/17/11)				
FUND NAME				
GENERAL FUND				
POLICE ATHLETIC LEAGUE			05/12/11 CHECKRUN	GRAND TOTALS
RECREATION PROGRAM FUND				
MULTI YEAR OPERATING GRANT FUN	1		101,023.82	101,023.82
HIGHWAY FUND	4		3,135.53	3,135.53
WATER DISTRICT	6		320.00	320.00
RIVERHEAD SEWER DISTRICT	99		205.00	205.00
STREET LIGHTING DISTRICT	111		12,704.50	12,704.50
PUBLIC PARKING DISTRICT	112		338,197.41	338,197.41
AMBULANCE DISTRICT	114		62,423.71	62,423.71
EAST CREEK DOCKING FACILITY FU	116		40,123.30	40,123.30
CALVERTON SEWER DISTRICT	117		2,989.80	2,989.80
RIVERHEAD SCAVANGER WASTE DIST	120		1,686.66	1,686.66
RISK RETENTION FUND	122		216.06	216.06
CDBG CONSORTIUM ACOUNT	124		3,476.34	3,476.34
GENERAL FUND DEBT SERVICE	128		26,038.15	26,038.15
TOWN HALL CAPITAL PROJECTS	175		1,338.00	1,338.00
RIVERHEAD SEWER CAPITAL PROJEC	181		2,806.19	2,806.19
TRUST & AGENCY	384		587,992.20	587,992.20
	406		40,450.00	40,450.00
TOTAL ALL FUNDS	414		35,821.62	35,821.62
	735		4,500,000.00	4,500,000.00
			5,760,948.29	5,760,948.29

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted