

## **RESOLUTION LIST**

**AUGUST 18, 2015**

- Res. #588 Riverhead Ambulance District Budget Adjustment**
- Res. #589 Reappoints Member to the Board of Assessment Review (Judith O'Connell)**
- Res. #590 Accepts the Resignation of a Temporary Clerk (Robyn Schneider)**
- Res. #591 Appoints a Call-In Detention Attendant (Kianna Trent)**
- Res. #592 Ratifies the Appointment of a Temporary Substitute Part-Time Clerk to the Sewer District (Jennifer Estrema)**
- Res. #593 Approves the Transfer of a Geographic Information Systems Supervisor (Robert Hubbs)**
- Res. #594 Authorizes the Attendance of One Police Department Employee to the 2015 IACP Conference**
- Res. #595 Authorization to Publish Advertisement for Junk & Abandoned Vehicles for the Town of Riverhead**
- Res. #596 Appoints a Seasonal Lifeguard to the Recreation Department (Casey Plitt)**
- Res. #597 Appoints Seasonal Beach Attendants to the Recreation Department**
- Res. #598 Appoints a Call-In Park Attendant to the Recreation Department (Jason Bonne')**
- Res. #599 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendment to Chapter 108 Entitled "Zoning" of the Riverhead Town Code**
- Res. #600 Approves Francis Site Development Co, LLC as Drainlayer for the Riverhead Sewer District**
- Res. #601 Authorizes the Supervisor to Execute an Agreement with Family Service League for Employee Assistance Program**

- Res. #602** Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossing; Parking Fields. (Twomey Avenue intersecting with Riley Avenue and Youngs Avenue)
- Res. #603** Adopts a Local Law to Amend Chapter 86 Entitled “Rental Dwelling Units” of the Code of the Town of Riverhead
- Res. #604** Ratifies the Approval of the Application for Fireworks Permit of Fireworks by Grucci, Inc. (Baker Family Private Residence)
- Res. #605** Approves Chapter 90 Application of Railroad Museum of Long Island (Riverhead Railroad Festival 2015 – August 29<sup>th</sup> and 30<sup>th</sup>, 2015)
- Res. #606** Authorizes the Supervisor to Execute an Agreement between ENERNOC Inc. and the Town of Riverhead
- Res. #607** Ratifies the Approval of the Chapter 90 Application of Home Depot Development of Maryland, Inc. (Carpet and Rug Tent Sale – August 13<sup>th</sup>, 2015 through September 7<sup>th</sup>, 2015)
- Res. #608** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – Saturday, August 22, 2015)
- Res. #609** Approves the Application for Fireworks Permit of Riverhead Raceway (August 22, 2015)
- Res. #610** Releases Performance Security and Accepts One-Year Maintenance Security in Connection with the Condominium Project Entitled “Stoneleigh Woods of Riverhead, LLC” (Road and Drainage Improvements – Section 1)
- Res. #611** Amends Resolution 514-2015 and Authorizes the Supervisor to Execute a License Agreement with Riverhead Housing Development Corporation
- Res. #612** Authorizes the Acceptance of Donation from Riverhead Adventures, LLC (Long Island Adventure Race A/K/A Team LI Adventure)
- Res. #613** Reappoints Member to the Town of Riverhead Wildlife Management Advisory Committee (Chris Witt)
- Res. #614** Reappoints Member to the Town of Riverhead Wildlife Management Advisory Committee (Robert Gabrielsen)
- Res. #615** Pays Bills

**TOWN OF RIVERHEAD**

**Resolution # 588**

**RIVERHEAD AMBULANCE DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution #570 adopted 8/4/2015 awarded the BID for a 2016 Ambulance for the Ambulance District.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
120.000000.499999    Ambulance District Fund Balance	120,662	
120.045400.524200    Motor Vehicles - Reserves		120.662

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 589**

**REAPPOINTS MEMBER TO THE BOARD OF ASSESSMENT REVIEW**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the term of Board of Assessment Review member Judith O'Connell is to expire on September 30, 2015, and,

**WHEREAS**, Judith O'Connell has expressed a desire to continue to serve on said Board.

**NOW, THEREFORE, BE IT RESOLVED**, that Judith O'Connell is hereby reappointed to the Board of Assessment Review, whose term shall be October 1, 2015 through September 30, 2020, in accordance with Section 523 of the Real Property Tax Law, at the annual salary established under Town resolution #2008-625, and,

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Judith O'Connell, 113 Wading River Manorville Rd, Manorville, NY 11949, the Assessor's Office, Suffolk Co. Real Property Tax Service Agency, 300 Center Drive, Riverhead NY 11901, the Personnel Office, and the Accounting Department, and,

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 590

**ACCEPTS THE RESIGNATION OF A TEMPORARY CLERK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Robyn Schneider has been serving as a temporary Clerk in the Sewer District's office, substituting for the incumbent Clerk who is on a leave of absence; and

**WHEREAS**, Ms. Schneider has tendered her resignation to the Sewer District Superintendent effective August 1, 2015.

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 591**

**APPOINTS A CALL-IN DETENTION ATTENDANT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Call-In Detention Attendants are needed at the Riverhead Town Police Department; and

**WHEREAS**, pursuant to a completed background investigation, a recommendation has been made by the supervising Police Lieutenant and the Town Personnel Officer to appoint Kianna Trent to this call-in position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective August 19, 2015, this Town Board does hereby appoint Kianna Trent to the position of Call-In Detention Attendant at an hourly rate of \$11.00

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 592

**RATIFIES THE APPOINTMENT OF A TEMPORARY SUBSTITUTE PART-TIME  
CLERK TO THE SEWER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a temporary Part-time Clerk is needed in the Sewer District's office to substitute for an existing staff member who is on a leave of absence; and

**WHEREAS**, Jennifer Estrema, a seasonal employee in the Recreation Department, has demonstrated the requisite experience needed to serve in this temporary clerical position; and

**WHEREAS**, the Sewer District Superintendent has made a recommendation that Ms Estrema be appointed to this position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective August 8, 2015 this Town Board hereby ratifies the appointment of Jennifer Estrema to the position of temporary substitute Clerk to the Sewer District at an hourly rate of \$10.25.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 593

**APPROVES THE TRANSFER OF A GEOGRAPHIC INFORMATION SYSTEMS SUPERVISOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Geographic Information Systems (G.I.S.) Supervisor Robert Hubbs has requested authorization from the Town of Riverhead to transfer to the Town Of Smithtown effective August 24, 2015, and

**WHEREAS**, the Town of Smithtown is willing to accept Mr. Hubbs as a transfer pursuant to the Suffolk County Department of Civil Service rules and regulations regarding transfers between competitive class positions.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board does hereby approve and authorize the transfer request of Robert Hubbs to the Town of Smithtown effective August 24, 2015.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 594

**AUTHORIZES THE ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE TO THE 2015 IACP CONFERENCE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one (1) Police Department employee to attend the 2015 IACP Conference; and,

**WHEREAS**, this conference will be held at McCormick Place West, Chicago, Illinois, from October 25 – 28, 2015.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of one (1) Police Department employee at the aforementioned conference; and,

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the reimbursement of expenses incurred, not to exceed \$1,500.00, upon submission of proper receipts; and,

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 595

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR JUNK & ABANDONED VEHICLES FOR THE TOWN OF RIVERHEAD**

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 JUNK & ABANDONED VEHICLES for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the AUGUST 27<sup>TH</sup>, 2015 issue of the News Review.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of JUNK & ABANDONED VEHICLES for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 2:00 PM on SEPTEMBER 18<sup>TH</sup>, 2015 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on AUGUST 27<sup>TH</sup>, 2015 on the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests.

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

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 596

**APPOINTS A SEASONAL LIFEGUARD TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Supervisor Walter

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

**NOW THEREFORE BE IT RESOLVED**, that effective August 19, 2015, through and including September 15, 2015, this Town Board hereby appoints Casey Plitt to the position of Seasonal Lifeguard Level I to be paid the rate of \$12.25 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 597

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

Councilman Dunleavy offered the following resolution,

which was seconded by Supervisor Walter

**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 August 19, 2015 through and including September 15, 2015, 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.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
8/18/15 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Level</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>	<b><u>Salary</u></b>
Bonne	Jason	Beach Attendant	I	8/19/15	9/15/15	\$10.00
Divan	Kurt	Beach Attendant	I	8/19/15	9/15/15	\$10.00
Estrema	Jennifer	Beach Attendant	I	8/19/15	9/15/15	\$10.00
Finkenagel	Katie	Beach Attendant	I	8/19/15	9/15/15	\$10.00
Stephenson	Kyle	Beach Attendant	I	8/19/15	9/15/15	\$10.00
Tuthill	Matthew	Beach Attendant	I	8/19/15	9/15/15	\$10.00

**TOWN OF RIVERHEAD**

**Resolution # 598**

**APPOINTS A CALL-IN PARK ATTENDANT TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Supervisor Walter

**WHEREAS**, a Park Attendant II is needed by the Riverhead Town Recreation Department for work at the Town parks,

**NOW THEREFORE BE IT RESOLVED**, that effective September 2<sup>nd</sup>, 2015 this Town Board hereby appoints Jason Bonné to the position of Call-in Park Attendant II, Level 2, to be paid the rate of \$10.95 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 599

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the September 10, 2015 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code, 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 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  Yes  No

The Resolution Was Thereupon Duly Declared WITHDRAWN

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901, on the 6<sup>th</sup> day of October, 2015 at 2:05 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

CHAPTER 108  
ZONING

**Article XXVI. Site Plan Review**

**§ 108-68. Visibility at Intersections.**

No fence, ~~except an open wire or open chain link fence without any planting thereon~~, wall, hedge or other planting more than three feet in height measured above street level and no object or any other obstruction of a height in excess of two feet shall be erected, placed, parked or maintained on a corner lot within the triangular area formed by the intersecting street lines and a straight line joining said street lines at points which are 30 feet distant from the point of intersection measured along said street lines. This section shall not prohibit one tree to be grown in this area, provided that the branches of the trees are trimmed away to a height of at least six feet above street level. ~~(j)~~ (l) Elevation plans for all faces of all buildings and structures at an appropriate scale, including cornice, trim, window, door, and column details; building colors and materials; heights of buildings and structures; photographs of the site showing neighboring structures; and any proposed signage.

- Underscore indicates additions
- Overstrike indicates deletions

Dated: Riverhead, New York  
September 1, 2015

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 600

**APPROVES FRANCIS SITE DEVELOPMENT CO, LLC AS DRAINLAYER FOR THE RIVERHEAD SEWER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, pursuant to Section 88-3 of the Riverhead Town Code, Francis Site Development Co, LLC has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves Francis Site Development Co, LLC as an authorized drainlayer with the Town of Riverhead Sewer District; and further

**RESOLVED**, that this approval is **subject to** receipt of a letter of credit and a Certificate of Insurance naming the Town of Riverhead as an additional insured to be received no later than August 21, 2015; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Francis Site Development Co, LLC, 74 Weeks Avenue, Manorville, New York 11949; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 601

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FAMILY SERVICE LEAGUE FOR EMPLOYEE ASSISTANCE PROGRAM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, The Town of Riverhead wishes to provide Town of Riverhead employees voluntary professional assistance with personal problems that may affect work performance, relationships with co-workers, health or safety; and

**WHEREAS**, Family Service League, Inc. has the qualifications, experience and resources to provide such services to all enrolled employees of the Town of Riverhead and their families; and

**WHEREAS**, the Town of Riverhead wishes to utilize the qualifications, experience and resources of Family Service League, Inc. regarding the Employment Assistance Program for all Town of Riverhead employees and their families.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute an agreement with Family Service League, Inc. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the 1st day of January, 2015, 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 FAMILY SERVICE LEAGUE, with a principal place of business at 790 Park Avenue, Huntington, NY 11743 (hereinafter referred to as “Consultant”).

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

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

During the term of this Agreement, Consultant shall furnish the services set forth in “Schedule A” attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. In the event there is a conflict between the terms of this Agreement and the attached “Schedule A”, the terms of the Agreement shall control.

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

The Agreement shall commence on January 1, 2015, and terminate on December 31, 2015.

### **3. PAYMENT**

For these services, Town shall pay Consultant a fixed fee of five-thousand dollars (\$5,000.00) which shall be paid in two equal installments of two thousand, five hundred dollars (\$2,500.00). The first installment of \$2,500.00 shall be paid within 60 days of contract execution. The second installment of \$2,500.00 shall be paid by December 1, 2015, as set forth in “Schedule A”. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town’s behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: “I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement.” Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

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

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

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In the event this Agreement is terminated before term expiration Town shall be entitled to a pro-rated refund based upon the number of months remaining in the term in relation to the fee for services.

#### 8. RECORDS

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

#### 9. CHANGES

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

oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dr. Karen Martin, Family Service League, Inc., 790 Park Avenue, Huntington, NY 11743.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

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

#### 13. CONFLICT OF INTEREST

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

representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. DISPUTES

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

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

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

\_\_\_\_\_  
By: Karen Boorshtein, Executive Director  
FAMILY SERVICE LEAGUE

DATE:

DATE:

TOWN OF RIVERHEAD

Resolution # 602

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED  
"VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE  
(\$101-3. Stop and yield intersections; railroad crossings; parking fields.  
(Twomey Ave. intersecting with Riley Ave. & Youngs Ave.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**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 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 4<sup>th</sup> day of August, 2015 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 local law amending Chapter 101 entitled, "Vehicles & 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 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 Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on August 18, 2015.

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

Chapter 101  
**VEHICLES AND TRAFFIC**  
**ARTICLE III**  
**Traffic Regulations**

**§ 101-3. Stop and yield intersections; railroad crossings; parking fields.**

- A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

<b>Intersection</b>	<b>Stop Sign On</b>	<b>Entrance From</b>
<u>Riley Avenue &amp; Youngs Avenue</u>	<u>Twomey Avenue</u>	<u>North and South</u>

- Underline represents addition(s)

Dated: Riverhead, New York  
August 18, 2015

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

**DIANE M. WILHELM**, Town Clerk

TOWN OF RIVERHEAD

Resolution # 603

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 86 ENTITLED, "RENTAL DWELLING UNITS" OF THE CODE OF THE TOWN OF RIVERHEAD**

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 a local law amending Chapter 86, entitled "Rental Dwelling Units" of the Riverhead Town Code of the Code of the Town of Riverhead ("Town Code"); and

**WHEREAS**, a public hearing was held on the 18<sup>th</sup> day of February, 2015 at 7:20 o'clock p.m. at the 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 local law amending Chapter 86 entitled, "Rental Dwelling Units" of the 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 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 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 Yes No

The Resolution Was Thereupon Duly Declared WITHDRAWN

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 86 entitled "Rental Dwelling Units" of the Riverhead Town Code at its regular meeting held on August 4, 2015.

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

CHAPTER 86

RENTAL DWELLING UNITS

§ 86-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

**DWELLING UNIT**

~~A structure or building, one-, two- or three-family dwelling, apartments, multiunit apartments, apartment houses, condominiums, cooperatives, garden apartments or townhouses, occupied or to be occupied by one or more persons as a home or residence.~~

A dwelling unit is a single unit within a building or structure providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping eating cooking and sanitation.

**§ 86-6. Fees.**

A. A nonrefundable ~~biannual~~ biennial permit application fee shall be paid, upon filing an application for a rental occupancy permit or for a renewal rental occupancy permit, in accordance with the following schedule of rental dwelling units per structure:

<b>Type of Dwelling</b>	<b>Fee</b>
One-unit	<del>\$150</del> <u>250.00</u>
Two-unit	<del>\$200</del> <u>350.00</u>
Three-unit	<del>\$250</del> <u>450.00</u>
Four-unit	<del>\$325</del> <u>550.00</u>
More than four units	<del>\$500</del> <u>750.00</u> , plus \$50 for each unit in excess of <del>four</del> <u>five</u>

B. The fee required by this section shall be waived for any applicant which demonstrates that the dwelling unit is occupied by the immediate family of the owner of the dwelling unit as defined in this chapter.

C. Any commercial hotel/motel business operating exclusively and catering to transient clientele, that is, customers who customarily reside at these establishments for short durations for the purpose of vacationing, travel, business, recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel operation, shall pay

a ~~biannual~~ biennial fee of \$~~500~~ 750 per application, plus \$50 for each unit. For the purposes of this chapter, a "short duration" shall be defined as not more than 21 consecutive days. This section shall not apply to any commercial hotel/motel whose primary purpose is to provide permanent residences to its customers. For the purposes of this chapter, "permanent residence" shall be defined as more than 21 consecutive days.

D. Any rental dwelling unit that only operates during a one-hundred-fifty-day period in the months of May, June, July, August and September, only, shall pay a ~~biannual~~ biennial fee of \$~~25~~ 250 per unit.

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

Dated: Riverhead, New York  
August 18, 2015

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

**DIANE M. WILHELM, TOWN CLERK**

WITHDRAWN

**TOWN OF RIVERHEAD**

**Resolution # 604**

**RATIFIES THE APPROVAL OF THE APPLICATION FOR FIREWORKS PERMIT OF  
FIREWORKS BY GRUCCI, INC.  
(BAKER FAMILY PRIVATE RESIDENCE)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on July 16, 2014, Fireworks by Grucci, Inc. had submitted a Fireworks Permit Application, on behalf of the Baker Family residing at 10 Oak Street, Jamesport, New York, for the purpose of conducting a fireworks display, said fireworks to be loaded onto a barge to be docked at the East Creek Marina bulkhead, having the fireworks display to be conducted on said barge out in the Peconic Bay, Jamesport, New York, on August 15, 2015 at approximately 9:00 p.m., having a rain date of August 16, 2015; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Fireworks Permit Application of Fireworks by Grucci, Inc., on behalf of the Baker Family residing at the aforementioned address, for the purpose of conducting a fireworks display, said fireworks to be loaded onto a barge to be docked at the East Creek Marina bulkhead, having the fireworks display to be conducted on said barge out in the Peconic Bay, Jamesport, New York, on August 15, 2015 at approximately 9:00 p.m., having a rain date of August 16, 2015, is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the site no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells as listed on the Fireworks Permit application.

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

**RESOLVED**, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles, **no later than August 11, 2015**; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Fireworks by Grucci, Inc., 20 Pinehurst Drive, Bellport, New York, 11713; the Baker Family, 10 Oak Street, Jamesport, New York, 11947 and the Jamesport Fire Department Chief; and be it further

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 605

**APPROVES CHAPTER 90 APPLICATION OF RAILROAD MUSEUM  
OF LONG ISLAND (Riverhead Railroad Festival 2015)  
(August 29<sup>th</sup> and 30<sup>th</sup>, 2015)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on July 20, 2015, the Railroad Museum of Long Island submitted a Chapter 90 application for the purpose of conducting an event entitled, "Riverhead Railroad Festival 2015", which includes a toy train set raffle, railroad related vendors and displays. This event is to be located upon their property at 416 Griffing Avenue, Riverhead, New York, on Saturday, August 29<sup>th</sup>, 2015 and Sunday, August 30<sup>th</sup>, 2015 between the hours of 10:00 a.m. and 5:00 p.m.; and

**WHEREAS**, the Railroad Museum of Long Island has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

**RESOLVED**, that the Chapter 90 Application of Railroad Museum of Long Island for the purpose of conducting an event entitled, "Riverhead Railroad Festival 2015" to be located upon their property at 416 Griffing Avenue, Riverhead, New York on the aforementioned dates and times is hereby approved; and be it further

**RESOLVED**, that due to the Railroad Museum of Long Island's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; and be it further

**RESOLVED**, that any necessary tents permits must be obtained and all tent

installations and electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

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

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Suffolk County Department of Labor Permit;
- Receipt of required Emergency Medical Services (EMS) information;

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Railroad Museum of Long Island, P.O. Box 726, Greenport, New York, 11944-0726; and be it further

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 606

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN  
ENERNOC INC. AND THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the New York Independent Service Operator's (NYISO) Special Case Resources (SCR) Installed Capacity Program (ICAP) enables program participants to receive revenue for being available to reduce electricity consumption in situations of system stress and high energy prices; and

**WHEREAS**, the Riverhead Sewer District plays a significant role in helping to keep the light on in the community; and

**WHEREAS**, EnerNOC services would include the management of the Riverhead Sewer District's participation in the demand response program(s) as described in the attached agreement; and

**WHEREAS**, the Town Board wishes to enter into an agreement with EnerNOC, INC. for an additional period of five (5) years (the Town Board previously entered into a five-year term, years 2010 through 2015, pursuant to Town Board Resolution #385 dated May 18, 2010).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement (copy attached herewith) between the Town of Riverhead and EnerNOC, Inc.; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to EnerNOC Inc., One Marina Park Drive, Suite 400, Boston, MA 02210, Attn: Christopher Waelsch; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



## Energy Management Agreement

This Energy Management Agreement (this "EMA"), entered into on \_\_\_\_\_ (the "Effective Date"), is made by and between EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Riverhead, NY, Town of, located at 200 Howell Avenue, Riverhead, NY 11901 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.
2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.
3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").
4. **Confidentiality.**
  - a. **Nondisclosure to Third Parties.** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation or in accordance with this EMA, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.
  - b. **Use of Confidential Information.** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.
5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.
6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.
7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as

**CONFIDENTIAL AND PROPRIETARY**

Document Control #: 00098372.0



the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000.00. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. **Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
9. **Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to choice of law rules.
10. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.
11. **Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.
12. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.
13. **Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.
14. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at Riverhead, NY, Town of, 200 Howell Avenue, Riverhead, NY 11901. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at [contractmanagement@enernoc.com](mailto:contractmanagement@enernoc.com); and/or to Customer at [reichel@townofriverheadny.gov](mailto:reichel@townofriverheadny.gov).
15. **Insurance.** EnerNOC shall maintain the following insurance:

Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

**CONFIDENTIAL AND PROPRIETARY**

Document Control #: 00098372.0



Automobile Liability Insurance with limits of \$1,000,000 per occurrence combined single limit; and  
Workers' Compensation and Employers' Liability Insurance with limits of not less than \$500,000.

All insurance carriers must have an AM Best rating of A-VIII or better. **At Customer's request**, Customer shall be listed as a certificate holder and additional insured on the Commercial General Liability policy. Customer shall be notified in writing at least thirty (30) days prior to cancellation of any insurance policy.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

**EnerNOC, Inc.**

**Riverhead, NY, Town of**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



## Energy Intelligence Software Statement of Work

This Statement of Work (this "SOW"), entered into on \_\_\_\_\_ (the "SOW Effective Date"), is made by and between EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Riverhead, NY, Town of, located at 200 Howell Avenue, Riverhead, NY 11901 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of \_\_\_\_\_ (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until the last day of the month that is 60 months following the SOW Effective Date, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.
2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). In the event that cellular connectivity is required but not feasible, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of a Site Address' energy consumption and/or any other required performance or building management system data. Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.
3. **Basic Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:
  - a. **Demand Response.** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
    - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
    - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program(s);
    - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
    - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
    - reconciling all Program payments;
    - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
    - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
  - b. **Utility Bill Management.** Upon Customer's election to use utility bill management functionality ("UBM"), and EnerNOC's acceptance of the election, EnerNOC will, for each Account (as defined below) up to the UBM Account Limit (as defined below), upload Customer Data (as defined below) from the twelve (12) month period preceding the date of Customer's election and upon completion of set-up provide Customer with utility bill management by:
    - collecting, processing, and evaluating accuracy and completeness of Customer utility bills;
    - providing Customer with ongoing access to raw data, trends, and analysis of utility bills via the EnerNOC System;
    - tracking energy expense against a Customer budget;
    - providing a utility liaison service in order to follow-up on common utility questions such as missing bills and errors;
    - uploading relevant utility bill information to ENERGY STAR Portfolio Manager on a monthly basis; and
    - providing analysis of potential utility bill errors.

For purposes of this SOW, "Account" shall mean an account for the supply of a single type of utility to meter(s) billed to Customer by one utility or other supplier, and the "UBM Account Limit" at each Site Address shall be seven (7) Accounts.

For the avoidance of doubt, nothing in this SOW shall require Customer to use UBM, provided, however, that the fees set forth

**CONFIDENTIAL AND PROPRIETARY**

Document Control #: 00098372.0



hereunder shall remain unchanged in the event Customer does not elect to use UBM.

- c. **Energy Interval Information.** EnerNOC will provide Customer with energy interval information by:
  - giving access and visibility to energy interval data in real time via the EnerNOC System;
  - delivering dashboards and on-demand analytics that interpret energy data into meaningful information; and
  - providing customizable alerts which notify users of abnormalities in energy demand or consumption in real time.
- d. **Support.** EnerNOC will provide Customer with ongoing support by:
  - offering assistance via a 24/7/365 customer support hotline; and
  - delivering basic training on how to use the EnerNOC System via pre-scheduled webinars and unlimited access to EnerNOC University.

#### 4. Payments.

- a. **Enablement Fee.** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):
  - i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of electric utility meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by \$5,000.
  - ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.
- b. **Solutions Fee.** In connection with EnerNOC's provision of the Solutions, Customer shall pay to EnerNOC a monthly Solutions fee equal to \$250.00 per Site Address (the "Solutions Fee").
- c. **Payment Offset.** Customer hereby acknowledges and agrees that EnerNOC will offset the Solutions Fee and the Enablement Fee owed by Customer to EnerNOC (collectively, the "Customer Fees") against the demand response payments owed by EnerNOC to Customer ("DR Payments") for each given quarter under this SOW; provided that in the event the accrued monthly Customer Fees exceed the total amount of DR Payments, Customer shall remit the balance of the Customer Fees to EnerNOC within thirty (30) days following date of quarterly invoice. Upon termination or expiration of this SOW, Customer shall remit the balance, if any, of the Customer Fees to EnerNOC within thirty (30) days following date of invoice.
- d. **Demand Response Payments.** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s)
- e. **Non-Payment.** In the event that Customer fails to make payment to EnerNOC for undisputed amounts due within the time period prescribed hereunder, EnerNOC may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by EnerNOC if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate this SOW if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from EnerNOC. Such remedies are in addition to any legal or equitable remedies available to EnerNOC.

#### 5. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.
- c. **General Support Requirements.** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change

**CONFIDENTIAL AND PROPRIETARY**

Document Control #: 00098372.0



of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

**6. General Terms.**

- a. **Provider Limitation.** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.
- b. **Payments to Utilities or Other Suppliers.** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.
- c. **Termination.** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

**EnerNOC, Inc.**

**Riverhead, NY, Town of**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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





**Program Rule Attachment A**  
**New York Independent Service Operator Special Case Resources Installed Capacity Program**

1. **Program Description.** The New York Independent Service Operator ("NYISO") Special Case Resources ("SCR") Installed Capacity Program ("ICAP") enables Program participants to receive revenue for being available to reduce electricity consumption in situations of system stress and high energy prices.
2. **Program Rules.** The terms of this SOW will reflect the Program terms and conditions of NYISO or the New York State Public Service Commission ("Commission"), which may be amended from time to time. The current terms are summarized in the table below:

<i>Program Availability</i>	During the periods May 1 to October 31 and November 1 to April 30, ("Program Period") Demand Response Events may be called at any time.
<i>Program Enrollment</i>	Enrollment for the Program takes place annually on May 1 or November 1 ("Enrollment Period").
<i>Event Trigger</i>	Demand Response Events can be called at NYISO's discretion, but are usually prompted by repeated days of elevated temperatures or high energy prices.
<i>Advanced Notification</i>	Customer is expected to reduce demand by the start of the Demand Response Event and will be provided a minimum of twenty-one (21) hours advance notice. In addition to providing Demand Response Event notification, EnerNOC agrees to use commercially reasonable efforts to inform Customer that Demand Response Events are likely several hours or the day before based upon weather conditions, spot market prices, day-ahead Program activations and other relevant information.
<i>Event Frequency &amp; Duration</i>	There is no limitation on the number of hours that a single Demand Response Event may last. For events lasting more than four (4) hours, however, Customer's performance will be based on the highest four (4) contiguous hours in that event. For events lasting less than four (4) hours, performance will be based on all hours in the event.
<i>Testing Requirement</i>	NYISO may conduct a test demand response event once per Program Period if an actual event has not occurred.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments upon the later of (i) the next Enrollment Period following execution of this SOW by the Parties; or (ii) the date indicated in the Program enrollment notification email sent by EnerNOC to Customer.

3. **Customer Capacity.**
  - a. **Accepted Capacity.** For purposes of this SOW, "Accepted Capacity" shall represent the best estimate of Customer's performance based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect actual performance, changes in facility operations, Program rules, regulations and/or other relevant information.
  - b. **Delivered Capacity.** For purposes of this SOW, "Delivered Capacity" shall be defined as the Accepted Capacity multiplied by Customer's calculated performance factor as set forth in the Program rules and as measured by the ESS.
4. **Payments.**
  - a. **Payments to Customer.**
    - i. **Capacity Payments.** EnerNOC will pay Customer 55.00% of the established market clearing price obtained by EnerNOC multiplied by either (i) Customer's Accepted Capacity if no Demand Response Events have been initiated, or (ii) Customer's Delivered Capacity following a Demand Response Event ("Capacity Payment").
    - ii. **Energy Payments.** In months when one (1) or more Demand Response Events are called, EnerNOC will pay Customer 75.00% of the Energy Payments available from NYISO to EnerNOC in connection with Customer responding to a Demand Response Event when notified by EnerNOC.
    - iii. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Delivered Capacity as described in Section 3(b) above.



- b. **Payment Timing.** EnerNOC shall make quarterly payments to Customer of Customer's share of all payments received by EnerNOC from NYISO during the preceding quarter in connection with Customer's participation in the Program. All payments will be made within forty-five (45) days of EnerNOC's receipt of total payment from NYISO.
  - c. **Timing of First Payment.** Initial payments will begin to accrue on the first of the month following enablement, EnerNOC testing, and registration of the Accepted Capacity with NYISO.
5. **Customer Notification Requirements.** Customer agrees to notify EnerNOC immediately of any significant change in Customer's ability to curtail load if dispatched by EnerNOC pursuant to this SOW. In addition, Customer agrees to notify EnerNOC in writing at least two (2) business days prior to a change in Customer's load by more than 25% from normal consumption patterns, if such change is anticipated to occur, or immediately upon the occurrence of such change.



**Site Address Attachment  
Site Addresses**

<b>Site Name</b>	<b>Site Address</b>	<b>Enablement Fee</b>	<b># of Electric Utility Meters</b>	<b># of Ancillary Data Streams</b>	<b>Enablement Plan Required (Yes/No)?</b>	<b>Demand Response Program Attachment</b>	<b>Estimated Capacity (kW)</b>
Riverhead, NY, Town of	2 River Ave Riverhead, NY 11901	\$0	1	0	No	A	270

**TOWN OF RIVERHEAD**

**Resolution # 607**

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HOME DEPOT  
DEVELOPMENT OF MARYLAND, INC.**

**(Carpet and Rug Tent Sale – August 13<sup>th</sup>, 2015 through September 7<sup>th</sup>, 2015)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on June 26, 2015, Andrew Carbone, on behalf of Home Depot Development of Maryland, Inc., submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of carpets and rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on August 13<sup>th</sup>, 2015 through September 7<sup>th</sup>, 2015, between the hours of 6:00 a.m. and 10:00 p.m.; and

**WHEREAS**, Home Depot 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 Home Depot Development of Maryland, Inc. for the purpose of erecting a tent for the display and sale of carpets and rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on August 13<sup>th</sup>, 2015 through September 7<sup>th</sup>, 2015, between the hours of 6:00 a.m. and 10:00 p.m., is hereby approved; and be it further

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

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

**RESOLVED**, that 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 Home Depot Development of Maryland, Inc., Attn: Suzanne Russo, 2455 Paces Fern Road, NW, Atlanta, Georgia, 30339 and Home Depot, Attn: Andrew Carbone, 1550 Old Country Road, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 608

**APPROVES THE CHAPTER 90 APPLICATION OF  
OLD STEEPLE COMMUNITY CHURCH  
(Annual Antique Fair – Saturday, August 22, 2015)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on May 27, 2015, Dorothy J. Lapinski, on behalf of Old Steeple Community Church, submitted a Chapter 90 Application for the purpose of conducting their annual “Antique Fair” located at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 22, 2015, having a rain date of Saturday, August 29, 2015, between the hours of 8:00 a.m. and 5:00 p.m.; and

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

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

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

**WHEREAS**, the applicant has requested the applicable Chapter 90 Application Fee be waived due to their not-for-profit status; and

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

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

**RESOLVED**, that the Chapter 90 Application of Old Steeple Community Church for the purpose of a conducting their annual antique fair located at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 22, 2015, having a rain date of Saturday, August 29, 2015, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

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

**RESOLVED**, that an Outdoor Public Safety Plan is to be submitted to the Fire Marshal's office **no later than August 20, 2015**; and be it

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Old Steeple Community Church, P.O. Box 154, Aquebogue, New York, 11931; and be it further

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 609**

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF  
RIVERHEAD RACEWAY  
(August 22, 2015)**

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

**WHEREAS**, on July 17, 2015, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 22, 2015, at approximately 9:00 p.m., having a rain date of Saturday, September 5, 2015 ; and

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

**WHEREAS**, the \$500.00 administrative fee has been paid to the Office of the Fire Marshal; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 22, 2015, at approximately 9:00 p.m., having a rain date of Saturday, September 5, 2015; is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62<sup>nd</sup> Street, Apt. 18B, New York, New York, 10021, and Pyro Engineering, Inc., 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 610

**RELEASES PERFORMANCE SECURITY AND ACCEPTS ONE-YEAR  
MAINTENANCE SECURITY IN CONNECTION WITH THE CONDOMINIUM PROJECT  
ENTITLED "STONELEIGH WOODS OF RIVERHEAD, LLC"  
(Road and Drainage Improvements – Section 1)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board, by Resolution #640, adopted on July 5, 2006, did accept Platte River Insurance Company Bond #41060477 in the amount of \$467,625.00 representing road and drainage improvements to be completed within the condominium project entitled "Stoneleigh Woods at Riverhead, LLC", located along the north side of Middle Road, east of its intersection with Ostrander Avenue, Riverhead; and

**WHEREAS**, pursuant to Town Board Resolution #390, dated May 2, 2006, the roads, drainage and common areas located within this condominium project are to remain in private ownership and as such, shall not be offered for dedication into the Town's highway system; and

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

**WHEREAS**, the Riverhead Planning Board, by Resolution #2013-0048, dated June 6, 2013, did approve a two-year extension for the above referenced performance security representing the period of May 6, 2012 through May 6, 2014; and

**WHEREAS**, it has been requested by Charles R. Cuddy, Attorney for Stoneleigh Woods at Riverhead, LLC, that the aforementioned performance security be released; and

**WHEREAS**, it has been determined by Vincent A. Gaudiello, P.E., that a one-year maintenance security be posted in the amount of \$10,000.00 in connection with the right-of-way improvements along Middle Road; and

**WHEREAS**, the Town Highway Superintendent and the Water District have confirmed that construction has been completed to their satisfaction and the Planning Department is satisfied with the completed site improvements; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of Platte River Insurance Company Bond #41060477 in the amount of \$467,625.00 representing the road and drainage improvements to be completed within the condominium project as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

**RESOLVED**, that the Town Board hereby accepts a one-year maintenance security in the amount of \$10,000.00 in a form acceptable to the Town Attorney; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 611

**AMENDS RESOLUTION 514-2015 AND AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH RIVERHEAD HOUSING DEVELOPMENT CORPORATION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by resolution number 514, adopted on July 7, 2015, the Town Board, as the governing body of the Town of Riverhead Public Parking District No. 1, authorized the Supervisor to execute a License Agreement between the Town of Riverhead and Riverhead Housing Development Corporation in connection with the utilization of property at 209 East Avenue, Riverhead, New York 11901 with a one year term that ended on June 30, 2016; and

**WHEREAS**, the Riverhead Housing Development Corporation was not able to immediately take occupancy and instead expects to occupy the property on or before August 30, 2015; and

**WHEREAS**, the Riverhead Housing Development Corporation has requested that the term of the License Agreement be extended to August 31, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead, as the governing body of the Town of Riverhead Public Parking District No. 1, hereby amends resolution 514-2015 and authorizes the Supervisor to execute a License Agreement in substantially the form attached for the utilization of property at 209 East Avenue, Riverhead, New York 11901; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Housing Development Corporation, 542 East Main Street, Riverhead, New York , the Office of the Town Attorney, the Engineering Department and the Accounting Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **LICENSE AGREEMENT**

License Agreement made this \_\_\_\_ day of August, 2015, between the Town Board of Town of Riverhead, as governing body of the Town of Riverhead Public Parking District No. 1, 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Licensor") and Riverhead Housing Development Corporation, a not-for profit corporation and instrumentality of the Town of Riverhead as described in Certificate of Incorporation dated April 4, 1978, a copy of which is annexed hereto and made part hereof as Exhibit "A", 542 East Main Street, Riverhead, NY 11901 (hereinafter referred to as "Licensee").

### **SECTION ONE. DESCRIPTION OF PREMISES**

Licensor does agree to license to Licensee the premises and the building located at 209 East Avenue, Riverhead, NY 11901, also known as SCTM # 0600-129.00-01.00-004.000 (hereinafter "licensed premises").

### **SECTION TWO. TERM**

Licensor licenses the licensed premises to the Licensee for the period of time from date of execution of this agreement until August 31, 2016 (hereinafter "license period").

### **SECTION THREE. FEE**

Licensee shall pay Licensor for the use of the licensed premises \$1.00 for the license period.

### **SECTION FOUR. POSSESSION AT BEGINNING OF TERM**

Licensor shall provide Licensee with a key to access to the licensed premises such that Licensee shall have the ability to begin the use on the date the license is executed by the parties.

## **SECTION FIVE. USE OF THE LICENSED PREMISES**

Licensee agrees that the licensed premises shall be used by Licensee exclusively for furthering its purposes for providing rental assistance for low-income families, the elderly and persons with disabilities. No other usage of the licensed premises shall be permitted unless prior written consent is obtained from the Licensor which shall be granted or not granted at the absolute direction of Licensor. Licensee may not sublicense any or all of the licensed premises without prior written approval from the Licensor.

## **SECTION SIX. ACCEPTANCE BY LICENSEE**

Licensee has inspected and knows the condition of the premises and accepts the same in their present condition.

## **SECTION SEVEN. LICENSOR'S RIGHT OF ENTRY**

Licensor or Licensor's agent may enter the premises at reasonable hours to examine the same, to do anything Licensor may be required to do under this License or which Licensor may deem necessary for the good of the premises or any building of which they are a part, and during the last day of tenancy to inspect the subject premises to make certain Licensee has removed all items stored at the subject site..

## **SECTION EIGHT. MAINTENANCE AND REPAIR BY LICENSEE**

Licensee shall take good care of the premises and shall keep the premises clean and presentable. At the expiration of the term, Licensee shall surrender the premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the licensed premises shall be promptly repaired by Licensee.

## **SECTION NINE. UTILITIES AND SERVICES, TAXES, OTHER CHARGES**

All electricity, gas, water, fuel, phone, cable, alarm or any services or utilities that are required to be used due to Licensee's use shall be the sole responsibility of the Licensee.

If any taxes, assessments, service charges or other governmental charges including but not limited to water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges become due and payable in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Licensee as and when due.

## **SECTION TEN. SIGNS AND ADVERTISEMENTS**

Licensee shall not, without the prior written approval of the Licensor, erect, maintain or display any signs, billboards or advertisements on licensed premises; provided, however, that on those interior portions of the licensed premises which are not visible from the outside of the licensed premises, the Licensee may install necessary directional and identification signs.

## **SECTION ELEVEN. INDEMNIFICATION; INSURANCE**

Licensee covenants at all times to indemnify and save Licensor harmless from all loss, liability, cost or damage that may occur or be claimed with respect to any person or

property on, in or about the licensed premises or to the licensed premises themselves resulting from any act done or omission by or through Licensee, its agents, employees, invitees or any person on the premises by reason of Licensee's use or occupancy or resulting from Licensee's non-use, or possession of such property and any and all loss, cost, liability or expense resulting from the same, excepting liability solely caused by the negligence of Licensor or their respective employees, agents or representatives.

Licensee further covenants at all times to maintain such premises in a safe and careful manner.

Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to Licensor. (In addition, Licensee will provide casualty insurance on the buildings, structures, equipment and facilities within the licensed premises at their full replacement cost.) Licensee has provided a certificate of the foregoing insurance, a copy of which is annexed hereto and made part hereof as Exhibit "B", showing the Town of Riverhead and Riverhead Public Parking District No. 1 as additional insureds to the extent of their interest.

## **SECTION TWELVE. DAMAGE TO PROPERTY ON PREMISES**

Licensee agrees that all equipment, supplies and property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such equipment, supplies and property resulting from fire, explosion, water, steam,

gas, electricity or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

### **SECTION THIRTEEN. DAMAGE BY CASUALTY**

In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become un-tenantable, then, in such event, at the option of Licensor, this License shall terminate from the date of such damage or destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Licensee within 3 days after such damage or destruction. Licensee shall remove all rubbish, debris, equipment, supplies and other personal property within 3 days after the request of Licensor. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of vacating or repairing any portion of the building or the licensed premises.

## **SECTION FOURTEEN. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be bindings upon the parties unless evidenced by an agreement in writing signed by Licensor and Licensee after the date of this License.

The parties hereto have executed this Agreement the day and year first above written.

### **TOWN OF RIVERHEAD**

---

By: Supervisor, Sean M. Walter

### **RIVERHEAD HOUSING DEVELOPMENT CORP.**

---

By: Kelly Keller, Executive Director

TOWN OF RIVERHEAD

Resolution # 612

**AUTHORIZES THE ACCEPTANCE OF DONATION  
FROM RIVERHEAD ADVENTURES, LLC (LONG ISLAND ADVENTURE  
RACE A/K/A TEAM LI ADVENTURE)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Riverhead Adventures, LLC (Long Island Adventure Race a/k/a Team LI Adventure) has expressed a desire to donate the sum of \$4,000.00 for the express purpose of assisting in the funding of programs and projects for the Town of Riverhead's Youth Bureau, Police Athletic League and Park & Recreation Department; and

**WHEREAS**, pursuant to Article 13 of the General Municipal Law §242, the Town Board is vested with the authority to equip, operate playgrounds and neighborhood recreation centers; and

**WHEREAS**, pursuant to Article 13 of the General Municipal Law §244-a, the Town Board may accept any grant or devise of real estate or any gift or bequest of money or other personal property or any donation to be applied principal or income for either temporary or permanent use for playground or recreation purposes; and

**WHEREAS**, pursuant to Town Law, § 64(8) the Town Board is expressly authorized to accept a gift “. . . for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said town, and provide for the proper administration of the same”.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Riverhead accepts the donation from Riverhead Adventures, LLC (Long Island Adventure Race a/k/a Team LI Adventure) and, pursuant to the terms and conditions of the donation, the Town Board authorizes and directs the Financial Administrator to deposit the check in an account and modify the budget to fund projects, programs, equipment for any or the following: Youth Bureau, the Police Athletic League and the Parks & Recreation Department; and be it further

**RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Financial Administrator; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 613

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD  
WILDLIFE MANAGEMENT ADVISORY COMMITTEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on June 4, 2013, the Town Board adopted resolution #444 establishing the formation of the Town of Riverhead Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution #444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee; and

**WHEREAS**, Chris Witt served on the committee with a term that expired June 2015.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby ratifies the reappointment of Chris Witt to the Wildlife Management Advisory Committee for a four (4) year term without compensation, expiring June 2019; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Chris Witt; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 614

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD  
WILDLIFE MANAGEMENT ADVISORY COMMITTEE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on June 4, 2013, the Town Board adopted resolution #444 establishing the formation of the Town of Riverhead Wildlife Management Advisory Committee, its composition and responsibilities; and

**WHEREAS**, such Resolution #444 empowers the Riverhead Town Board to appoint the members of the Riverhead Wildlife Management Advisory Committee; and

**WHEREAS**, Robert Gabrielsen served on the committee with a term that expired June 2015.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby ratifies the reappointment of Robert Gabrielsen to the Wildlife Management Advisory Committee for a four (4) year term without compensation, expiring June 2019; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Robert Gabrielsen; 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 - ABSTAIN  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 615

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #15-18 August 5, 2015 (TBM 08/18/15)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun</b>	<b>Totals</b>
GENERAL FUND	1	1,088,084.49	1,088,084.49
POLICE ATHLETIC LEAGUE	4	6,883.06	6,883.06
RECREATION PROGRAM FUND	6	86,948.40	86,948.40
RECREATION YOUTH COMMITTEE FUN	31	320.00	320.00
HIGHWAY FUND	111	938,513.12	938,513.12
WATER DISTRICT	112	95,446.52	95,446.52
RIVERHEAD SEWER DISTRICT	114	29,968.37	29,968.37
REFUSE & GARBAGE COLLECTION DI	115	211,640.19	211,640.19
STREET LIGHTING DISTRICT	116	7,868.14	7,868.14
PUBLIC PARKING DISTRICT	117	212.40	212.40
BUSINESS IMPROVEMENT DISTRICT	118	20.00	20.00
AMBULANCE DISTRICT	120	4,699.69	4,699.69
EAST CREEK DOCKING FACILITY FUND	122	3,832.02	3,832.02
CALVERTON SEWER DISTRICT	124	1,012.07	1,012.07
RIVERHEAD SCAVENGER WASTE DIST	128	16,137.37	16,137.37
CDBG CONSORTIUM ACCOUNT	181	736.56	736.56
TOWN HALL CAPITAL PROJECT	406	285,871.88	285,871.88
WATER DISTRICT CAPITAL PROJECT	412	320,058.64	320,058.64
TRUST & AGENCY	735	2,671,819.75	2,671,819.75
CALVERTON PARK - C.D.A.	914	675.00	675.00
		<b>5,770,747.67</b>	<b>5,770,747.67</b>

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted