

**APRIL 1, 2014**

**CDA RESOLUTION LIST:**

**CDA**

**Res. #6 Accepts Annual Report and Annual Financial Report for 2013**

**TOWN BOARD RESOLUTION LIST:**

**Res. #192 Authorizes the Town of Riverhead to Donate Money to Riverhead High School Key Club for Recycling Education Programs**

**Res. #193 Recycling Education Program Budget Adjustment 2013**

**Res. #194 Recycling Education Program Budget Adjustment 2014**

**Res. #195 Highway District Budget Adjustment**

**Res. #196 Appoints Temporary Secretary to the Board of Assessment Review (Mary Burns)**

**Res. #197 Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State**

**Res. #198 Accepts the Resignation of a Bus Driver (Carol O’Kula)**

**Res. #199 Appoints a Call-In Recreation Specialist – Spanish Instructor to the Recreation Department (Aimee Padavan)**

**Res. #200 Ratifies the Appointment of an Assistant Recreation Leader I to the Recreation Department (Mark Raplee)**

**Res. #201 Ratifies the Appointment of an Assistant Recreation Leader II to the Recreation Department (Ashley King)**

**Res. #202 Appoints a Call-In Beach Manager to the Recreation Department (Elizabeth Flood)**

**Res. #203 Appoints a Call-In Recreation Specialist – Lifeguarding Instructor to the Recreation Department (Joyce Brown)**

**Res. #204 Authorizes Town Clerk to Advertise for Bids Project No: RDWD 13-51, Installation of Water Main & Appurtenances Kristi Rose Court, Riverhead Water District**

- Res. #205 Awards Bid – Scavenger Waste Roof Replacements Riverhead Sewer District**
- Res. #206 Town Board Direction to Personnel Director & Financial Administrator to Process Zoning Board of Appeals Member Request for Retirement Benefits (Otto Wittmeier)**
- Res. #207 Amends Resolution #175 of 2014 (Approves the Chapter 90 Application of the Long Island Moose Classic Car Club Car Show – May 10, 2014)**
- Res. #208 Authorizes Appraisal Report in the Matter of the Tax Certiorari Proceeding of Fourth Garden Mobile**
- Res. #209 Authorizes a Change Order for Chevy Tahoe Z-71 or Equivalent Type Vehicle Chief Car with Complete Conversion for Use by the Riverhead Ambulance District**
- Res. #210 Authorizes a Change Order for Chevy Suburban Z-71 or Equivalent Type Vehicle for Use as First Responder with Complete Conversion for Use by the Riverhead Ambulance District**
- Res. #211 Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Originated from Property Located in Riverhead (I & S Properties, Waverly Avenue, Holtsville, NY)**
- Res. #212 Authorizes the Supervisor to Execute a Musical Works License Agreement with SESAC LLC**
- Res. #213 Jaral East End Hotel Corp Riverhead Sewer District Capital Improvement Project Budget Adoption**
- Res. #214 Authorizes the Supervisor to Execute an Agreement with Island Urgent Medical Care, P.C.**
- Res. #215 Authorizes the Town Planning Department to Accept Payment of Fees and Other Charges Via Credit/Debit Card Processing from Merchant Services Inc., dba EVO Merchant Services, and Systems East, Inc.**
- Res. #216 Town Declaration to Self Insure for Workers Compensation Benefits**

**Res. #217 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (18<sup>th</sup> Annual Community Mosaic Street Painting Festival – May 25, 2014)**

**Res. #218 Establishes New Bank Account**

**Res. #219 Approves Chapter 90 Application of Native Events Inc. (Country Fest – July 26<sup>th</sup> and 27<sup>th</sup>, 2014)**

**Res. #220 Authorizes the Supervisor to Execute Agreement between County of Suffolk and Town of Riverhead for Public Safety Answering Point Services and Allocation of E-911 Surcharge**

**Res. #221 Approves Chapter 90 Application of Peconic Bay Medical Center (19<sup>th</sup> Annual East End Garden Festival – May 8<sup>th</sup> through 11<sup>th</sup>, 2014)**

**Res. #222 Ratifies the Reappointment of Member to the Riverhead Open Space/Park Preserve Committee (Janis Leonti)**

**Res. #223 Ratifies the Reappointment of Member of the Riverhead Open Space/Park Preserve Committee (Kathy Goodale)**

**Res. #224 Ratifies the Reappointment of Member to the Riverhead Open Space/Park Preserve Committee (Marjorie Acevedo)**

**Res. #225 Authorizes the Release of Site Plan Security of Charles Hydell (North Fork Wood Design)**

**Res. #226 Authorizes the Release of Site Plan Security of McGann-Mercy Diocesan High School**

**Res. #227 Authorization to Publish Advertisement for Snack Vendors for the Town of Riverhead**

**Res. #228 Approves Chapter 90 Application of Starfish Junction Productions LLC (North Fork Horseradish Festival – April 12, 2014)**

**Res. #229 Sets Date and Time of 5<sup>th</sup> Annual “Great Riverhead Cardboard Boat Race”**

**Res. #230 Reappoints Member to the Riverhead Landmarks Preservations Commission (James McManmon)**

**Res. #231 Extends Bid Contract for Corrosion Control Chemical for the Town of Riverhead**

- Res. #232 Extends Bid Contract for Well and Pump Testing for the Riverhead Water District**
- Res. #233 Awards Bid for Dry Hydrated Lime (Calcium Hydroxide)**
- Res. #234 Authorizes Town Clerk to Publish & Post Notice to Bidders for Well & Pump Emergency Service for the Water District**
- Res. #235 Adopts a Local Law Amending Chapter 101 Entitled “Vehicles and Traffic” of the Riverhead Town Code (Article X. Snow Events)**
- Res. #236 Authorizes the Supervisor to Execute an Agreement with Pace Analytical Services, Inc.**
- Res. #237 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 18 of the Riverhead Town Code Entitled “Code of Ethics” (Town Board Members and Boards)**
- Res. #238 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 18 of the Riverhead Town Code Entitled “Code of Ethics” (Elected Officials and Boards)**
- Res. #239 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Enact Chapter 26A of the Riverhead Town Code Entitled “Term Limits”**
- Res. #240 Amends Resolution 283 of 2013 to Provide for Monitor Regarding Land Clearing Permit to Heritage-Riverhead Retail Developers, LLC - The Shops at Riverhead (Costco)**
- Res. #241 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 37 Entitled “Retirement” of the Riverhead Town Code(Article V)**
- Res. #242 Pays Bills**

**TOWN OF RIVERHEAD  
Community Development Agency**

**Resolution # 6**

**ACCEPTS ANNUAL REPORT AND ANNUAL FINANCIAL REPORT FOR 2013**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Public Authorities Accountability Act of 2005 as amended (the "PAAA") includes Town of Riverhead Community Development Agency (the "CDA") in its definition of a local authority; and

**WHEREAS**, the PAAA requires the preparation and submission of an Annual Report and an Annual Financial Report to the State Comptroller.

**THEREFORE BE IT RESOLVED**, that the board of directors of the Community Development Agency hereby accepts the 2013 Annual Report and 2013 Annual Financial Report (attached) of the Town of Riverhead Community Development Agency.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CDA ANNUAL REPORT for FY 2013**

As required by the Bylaws of the Town of Riverhead Community Development Agency (CDA), the following information is provided for consideration and review by the Members of the CDA.

**MEMBERSHIP**- The Members of the Corporation shall be the members of the Riverhead Town Board, comprised of the following persons during FY 2013:

Sean Walter, John Dunleavy, James Wooten, George Gabrielsen and Jodi Giglio. In addition, the 2013 CDA was served by: Executive Director Chris Kempner, Chief Finance Officer Bill Rothaar, Contracting Officer for real property Robert Kozakiewicz, and Contracting Officer for personal property Bill Rothaar. Neither members nor staff receives any compensation for their duties and responsibilities to the CDA.

The CDA established a Governance and Audit Committee as required by the Public Authorities Act of 2005 as amended (the "PAAA"). Sean Walter and John Dunleavy were appointed to the Governance Committee. Sean Walter, Deputy Supervisor Jill Lewis and George Gabrielsen were appointed to the Audit Committee. All other CDA policies and procedures required by the PAAA relating to investment, salary/compensation, whistleblowing, acquisition and disposition of real property and personal property, procurement, defense and indemnification for Directors, ethics, travel, remain in place as adopted by CDA Resolution #6 adopted May 1, 2007 and ratified and amended by CDA Resolution #2 adopted January 2, 2013.

### **BACKGROUND**

The Town of Riverhead is a rural municipality with a population of approximately 34,000, located on the east end of Long Island in Suffolk County. Riverhead is within a commutable distance of all of Suffolk and Nassau County. The total Town budget for FY 2014 was just under \$47,000,000.00. The five member Riverhead Town Board is the governing legislative body and consists of a supervisor and four council members, all of whom are elected at large.

The Town Board acts separately in its capacity as the CDA Board, which is empowered under New York State General Municipal Law to foster economic development. The CDA consists of the Chairman (the Town Supervisor) and the four Town board members. In the capacity as the economic development agency of the Town of Riverhead, the CDA administers and secures financing for numerous downtown revitalization projects and public improvement projects.

The CDA, established in 1982, has been proactive in fostering economic revitalization in the downtown business district and was a major impetus in the establishment of a 3.2 acre waterfront aquarium. In addition, the CDA took title to the former Naval Weapons Industrial Reserve Plant at Calverton in 1998 as the result of special federal legislation, and as such is charged with the task of overseeing economic development at the 2,900 acre site. Using powers granted under New York State Urban Renewal Law, pursuant to Section 505 of Article 15, the Community Development Agency has played a critical role

in economic development at Calverton Enterprise Park, as well as downtown. Since 1998, the Calverton Enterprise Park real property, improved with buildings and infrastructure, has been leased and sold pursuant to the disposition of property procedures of Section 507 of the Urban Renewal Law.

**Urban Renewal Areas.** The CDA has designated several Urban Renewal Areas for the purpose of encouraging neighborhood revitalization and economic development. ***The designated Urban Renewal Areas include: 1) Calverton Enterprise Park, 2) Millbrook Gables residential community, 3) East Main Street Downtown Business District and 4) Railroad Avenue Corridor.*** Within the designated boundaries of the urban renewal areas, available incentives are provided where feasible to attract investment and assist owners and businesses in improving their properties.

Portions of the Calverton Enterprise Park and East Main Street Urban renewal Areas were designated Empire Zones, a program that was sunsetted by New York State on June 30, 2010. This designation was initiated and administered by the CDA for its economic development benefits. Low interest loans and grants have also been made available to increase investment in these targeted areas. For instance, within the East Main Street Urban Renewal Area, the CDA has successfully developed an aquarium as a major tourist attraction, sold the 1930s art deco Suffolk Theatre for reuse, has completed restoration of an 1881 historic opera house, invested \$500,000 in historic restoration of properties occupied by the East End Arts Council, as well as assisting in the development of a 100 room hotel expansion at Long Island (formerly Atlantis) Aquarium and Exhibition Center and three new mixed use housing/retail developments on Peconic Avenue, one that incorporated a currently deteriorated structure and the other that revitalized a vacant building located at the gateway to downtown that now is an active revitalized historic anchor building with retail, office and housing completed in 2010. In 2013 significant progress was made on the redevelopment of

#### **CDA MISSION STATEMENT**

The CDA's mission is to foster economic revitalization in the Town of Riverhead Urban Renewal Areas to implement projects that improve the environment, economy and quality of life of the Riverhead Town residents, businesses and visitors through creation of jobs, development of infrastructure, generation of additional tax revenue, and leveraging investment of capital in the Town of Riverhead.

Measurements by which the CDA and the achievement of its goals may be evaluated by the following:

- Investment dollars and leveraging (public and private funding);
- Renovation of blighted and vacant areas, buildings and infrastructure;
- Infrastructure development;
- Tax base expansion;
- Jobs created; and
- Quality of life enhancements (preservation and open space, recreation, enhancement of environment, transportation and housing choices)

Below is a list of projects that have been advanced these goals during 2013.

### **DOWNTOWN ACTIVITY IN 2013**

The Community Development Agency actively pursues grant funding to incentivize private developments in Downtown Riverhead. In the past 4 years the CDA through the Town has secured several million dollars in funding towards private and public projects. A partnership with NYS DHCR Main Street program provides up to 75% towards façade and interior renovations for businesses in the Business Improvement District (BID) area. Downtown Riverhead has an active BID Association that provides extensive programming to attract visitors <http://riverheadbid.com/>. Additionally the Downtown area has a shared municipal parking district to provide parking, an historic district triggering historic rehabilitation tax credits<sup>1</sup>, and an urban renewal area triggering New Market Tax Credit availability for projects over \$5 million. Extensive information regarding the downtown infrastructure and special districts is available online in the East Main Street Urban Renewal Area Plan and accompanying GEIS located at <http://townofriverheadny.gov/E.Main.Strteet.Renewal.Plan.pdf>

The CDA continued to advance the goals of the East Main Street Urban Renewal Plan <http://townofriverheadny.gov/Urban.Renewal.Plan.Update.October.10.01.08.pdf>, final Generic Environmental Impact Statement (located at <http://townofriverheadny.gov/Final.Generic.Environmental.Impact.Stmt.10.01.08.pdf>, and Findings Statement for the GEIS (located at <http://townofriverheadny.gov/Findings.Statement.10.01.08.pdf> issued and adopted in October 2008.

In 2013, the CDA and the Town of Riverhead Community Development Department assisted several significant downtown revitalization projects including:

- Woolworth Revitalization, LLC, (130 East Main Street), a multimillion dollar mixed use residential redevelopment of 36,000 square feet of formerly vacant and blighted space supported in part with \$75,000 in NYS DHCR Main Street funds and a \$250,000 infrastructure development subsidy approved by the Suffolk County Legislature, funded through the county's affordable housing opportunities. The 19 second floor apartments, being built in 15,000 square feet on the second floor, will meet the county's affordable housing requirements for tenant income and rent subsidies. The units will be marketed by the L.I. Housing Partnership, which will screen and qualify tenants for the site. The project received a special permit after a Town Board public hearings to allow a new gym use as part of the redevelopment.
- NYS Department of State Brownfield Opportunity Grant (\$567,000 total with \$467,000 contract currently awarded to Nelson, Pope, Voorhis, LLC) for

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<sup>1</sup> In March 2012, a section of downtown Riverhead was approved for New York State's Register of Historic Places. The same area was approved for inclusion on the National Register of Historic Places on August on Aug. 14, 2012, opening the door for huge tax benefits for those looking to renovate and improve old buildings. The boundaries of the district run along Main Street, from Griffing Avenue in the west to Maple Avenue in the east, and include parts of Peconic, Roanoke, East and Maple avenues in between.

revitalization plan for NYS Route 25/Peconic River corridor from Tanger Outlets to Riverhead Town Hall;

- Suffolk Theatre Revitalization (former CDA property transferred to private developer to be renovated from vacant building to active theater through private funding and New York State Department of Housing and Community Renewal Main Street grant funds);
- Infrastructure improvements including NYS DOT design for \$1.2 million rehabilitation of the Main Street sidewalks from Ostrander to Tanger Outlet Mall;
- Various other façade and building improvements in the downtown area funded by New York State Department of Housing and Community Renewal Main Street grant funds;
- 2013 businesses opened:
  - Summerwind Square mixed use residential redevelopment of 3 formerly blighted properties (40 Peconic Avenue);
  - Vines & Hops;
  - Weight Watchers;
  - Peconic Ballet School;
  - Game store
- Approximately 770 municipally owned parking spaces walkable to downtown;
- Coordination with newly formed East End Tourism Alliance between North & South Forks.

### **CALVERTON ENTERPRISE PARK (EPCAL) ACTIVITY IN 2013**

**EPCAL.** New York State (NYS) has identified EPCAL, the largest commercial industrial subdivision in the northeast, as a uniquely important development priority by adopting Special Act S3643A/A4678A for organized and expeditious redevelopment of this urban renewal area. EPCAL provides a shovel ready site with 90 day permit approval pursuant to special NYS legislation that incentivizes private investment into an Urban Renewal Area by streamlining the approval process and in turn, lowering the cost of doing business. Given the large size of undeveloped acreage and the existing infrastructure, the EPCAL site is well suited to attract “game changer” industries for an enhanced development rather than just a conventional industrial park.

The current goal for redevelopment of EPCAL at the federal, state, county and local level is to create higher paying manufacturing and construction industries jobs and combat dependence on low-paying service-sector jobs in retail, health care & tourism.

EPCAL provides proximity to a highly skilled and technically trained workforce, educational and training system, and supply chain partners. Long Island has played a prominent role in engineering, aerospace, energy and other scientific research. Brookhaven Department of Energy research is located 10 miles from the EPCAL site <http://www.bnl.gov>. Stony Brook University operates the Calverton Business Incubator on 50 acres of the EPCAL site along NYS Route 25. <http://www.stonybrook.edu/calverton/>

**EPCAL History.** The Enterprise Park at Calverton (EPCAL) located in the Town of Riverhead is a planned redevelopment of a 2,900-acre property formerly owned by the federal government and leased to the Grumman Corporation for final assembly and flight-testing of military aircraft. In 1996, defense downsizing resulted in closure of the Grumman facility and the U.S. Government transferred the site to the Town of Riverhead Community Development Agency (CDA) in September 1998 for economic development with the goals to: 1) attract private investment; 2) increase the tax base; 3) maximize job creation; and 4) enhance the regional quality of life. A 1998 comprehensive reuse planning study of the EPCAL site identified a mix of industrial and regional recreational uses as the best means to achieve these goals.

The Town of Riverhead sold the industrial core at EPCAL in 2001 to M-GBC, LLC, which subdivided the parcel into approximately 40 lots and sold to industrial users – with many interested in additional expansion at EPCAL. Approximately 36 businesses with 600 employees exist in the industrial core.

**EPCAL Subdivision Progression.** In 2011, the CDA executed an agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process.

In 2013, the CDA adopted a development plan for EPCAL including proposed subdivision map, full environmental assessment form, draft scope of issues for the anticipated supplemental generic environmental impact statement, as well as authorized commencement and preparation of the supplemental generic impact statement for purposes of study of potential environmental impacts. The CDA accepted and adopted findings and recommendations of a market study prepared by RKG Associates and authorize VHB to proceed with environmental review of Development Plan “A” and alternate development plan as presented on December 8, 2011.

By Town of Riverhead CDA Resolution #10 dated June 18, 2013 the Town of Riverhead Board, upon completion of coordinated review pursuant to 6 NYCRR Sect. 617.6 declared itself Lead Agency; classified the proposed action as a Type I action pursuant to 6 NYCRR Sect. 617.4; adopted a Positive Declaration requiring a Draft Supplemental Generic Environmental Impact Statement be prepared and conducted a formal public scoping.

By Town of Riverhead CDA Resolution #14 dated October 1, 2013 the Town of Riverhead Board, upon review of all comments made at the public scoping hearing adopted a Final Scope for the Draft Supplemental Generic Environmental Impact

Statement supporting the subdivision available for public review online and in hard copy at the Office of the Town Clerk.

These documents including proposed revised land use plan and updated market assessment are available at <http://www.townofriverheadny.gov/pview.aspx?id=32339>.

The Calverton Rail Spur continues to operate freight rail access to the industrial park. In 2008, the CDA board authorized and issued an RFP for rail design engineers for the Calverton Rail Access and Development Project and selected HDR, Inc., as the consultant for the project. In December 2008, the CDA authorized HDR to proceed with initial preliminary planning for the Calverton Rail Access Rehabilitation Project. In March 2009, the CDA board authorized HDR to proceed with the \$75,000 NYSEDA grant funded design portion of the project and in December 2009, the CDA board authorized HDR, Inc. to continue planning for the project with \$650,000 New York State Empire State Development grant funding secured in October 2009. In December 2009, the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an amount up to \$4.8 million. In April 2010, the project received a Gold GREENLites Transportation Sustainability Award from New York State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction was completed and the rail ready for operation by close of 2012.

### **RAILROAD AVENUE CORRIDOR ACTIVITY IN 2013**

On behalf of New York State Courts, Suffolk County is charged with providing adequate facilities for court functions in Suffolk County. Suffolk County over a 15 year period has renovated and expanded existing buildings located adjacent to the Railroad Avenue Corridor to introduce 8 new courtrooms for a total of 18 courtrooms and larger jury space. In late 2013 Suffolk County completed construction on 5 additional vacated courtrooms thus bringing the facility to full occupancy. This expansion has generated significant activity in the Railroad Avenue Corridor and the Town anticipates renewed interest in private investment for redevelopment of the area.

### **ADDITIONAL CDA ACTIVITIES**

The CDA submitted funding applications to the New York State Long Island Economic Development Regional Council to fund enhanced sewer infrastructure to support expansion of the subdivision at Calverton Enterprise Park and was awarded a grant of \$1.34 million towards the \$6.5 million upgrade from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide. A \$250,000 New York Main Street grant awarded in 2012 by NYS DHCR to support commercial and residential development in the East Main Street Urban Renewal Area continues to move forward with renovation of 15 buildings. The Town maintained a contract with Nelson Pope Voorhis awarded in 2012 through NYS DOS BOA grant to redevelop the Main Street

corridor from the back entrance of Tanger Outlets through Hubbard Avenue in Downtown Riverhead that includes the East Main Street Urban Renewal Area.

**AGREEMENTS ENTERED INTO BY THE CDA IN 2013**

Agreements entered into by the CDA in 2013 include:

- 1) Amended and Restated Temporary Use Agreement with Insurance Auto Auctions for use of a portion of the 7,000 foot runway and associated taxiways for shorter term with less acreage (2012 fees - \$437,000; 2013 fees- \$1,384,000; Total fees- \$1,821,000);
- 2) Amended brokerage agreement with Corporate Realty Services, LLC as related to the Temporary Use Agreement with Insurance Auto Auctions referenced above;
- 3) Two amendments to existing agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) ("Conflict of Interest" agreement provision; additional fee not to exceed \$162,390);
- 4) Professional Services Agreement for Air Traffic Control Subject Matter Expert to assist the CDA to provide information to the Federal Aviation Administration Executive Engineering Team for Site Selection of the Liberty Integrated Control Facility;
- 5) License Agreement with Suffolk County Police Department for use of portions of Calverton Enterprise Park inactive runway for motorcycle training;
- 6) License Agreement with CSC Holdings, LLC for use of portions of Calverton Enterprise Park at Calverton Western Runway, Grumman Boulevard/River Road for tracking sea breezes and thunderstorm development on Long Island;
- 7) License Agreement with The Federal Bureau of Investigation at the request of Suffolk County Police Department for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway to conduct bomb technician training;
- 8) Registration and submission of an airport security plan and documents for the period January 1, 2014 through December 31, 2016, necessary to comply with Section 14-m of the Transportation Law, added by Laws of 2004, Chapter 1, being part of the New York Anti-Terrorism Preparedness Act.

Existing agreements the CDA continued during 2013 entered into in previous years:

- 9) Agreement with New York & Atlantic Railway Company to use railroad track and rail infrastructure at EPCAL to conduct freight rail operations;
- 10) Authorized Right of Entry on CDA premises and use of credits for freight rail track to CAPS Realty Holdings LLC and Eastern Wholesale Fence;
- 11) Agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton, including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process

## **DESCRIPTION OF MATERIAL PENDING LITIGATION**

The Town of Riverhead Community Development is not a defendant in any pending lawsuits and as such, there is no pending litigation known that will have a material adverse effect on the financial condition of the Town.

## **GRANT FUNDING**

**Enhancement of EPCAL Sewer Infrastructure.** The CDA submitted application and was awarded a grant from the New York State Long Island Economic Development Regional Council to fund enhanced sewer infrastructure to support expansion of the subdivision at Calverton Enterprise Park and was awarded a grant of \$1.34 million towards the \$6.5 million upgrade from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide.

**CDA Parks Projects.** The CDA applied for and received notification of a \$100,000 grant from the New York State Office of Parks, Recreation and Historic Preservation in 2006 for funding under the Recreational Trails Program towards the development of an 8.9 mile multisport athletic trail. The project was bid, awarded and substantially constructed in 2010 and a significant amount of the grant funds were received for reimbursement by year-end 2010. The project augments a town park project initiated by the CDA in 2001 involving \$600,000 in grant funds from the New York State Office of Parks Recreation and Historic Preservation for public recreational improvements. Phase I was designed and engineered in 2006 and under construction in 2007/8. The majority of funds were expended in 2007 and a majority of the grant funds were received for reimbursement by year-end 2008. Close out and final audit of the Phase I grant funds were completed in 2011. Additional work on Phase II of the ballfield development continued in 2011 with entrance improvements to the ballfields.

**Calverton Rail Access Rehabilitation Project.** The CDA applied for and received notification of a \$75,000 grant from the New York State Energy Research and Development Authority (NYSERDA) in 2008 for funding under the Sustainable Transportation Systems Program towards design and logistics associated with rehabilitation of 2.65 miles of an existing rail spur that links Long Island Rail Road mile post 69.1 to the Calverton Enterprise Park. The infrastructure project is expected to remove vehicles from the roads, mitigate traffic congestion and allow area businesses to compete more effectively through reduced shipping costs and lower the prices of goods. In 2009, the CDA accepted the grant award from NYSERDA and entered into a professional services agreement with HDR, Inc. to proceed with design of the Calverton Rail Access Rehabilitation Project funded by NYSERDA. In December 2009 the CDA board authorized HDR, Inc. to continue planning for the project with additional Town and CDA funds augmented with \$650,000 funding secured in October 2009 from New York State Empire State Development. In 2010 the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an amount up to \$4.8 million. In April 2010 the project received a Gold GREENLites Sustainability Award from New York

State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction restarted in 2011 and was completed in 2013 with the rail ready for operation.

TOWN OF RIVERHEAD

Resolution # 192

**AUTHORIZES THE TOWN OF RIVERHEAD TO DONATE MONEY TO RIVERHEAD  
HIGH SCHOOL KEY CLUB FOR RECYCLING EDUCATION PROGRAMS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #956 adopted on October 8, 2009, authorized and retained the services of Cashin Associates, P.C. to prepare and file a draft Local Solid Waste Management Plan and Comprehensive Recycling Analysis in conformance with 6 NYCRR Part 360 with the New York State Department of Environmental Conservation;

**WHEREAS**, on or about January 11, 2010, Cashin Associates, P.C. filed a draft Local Solid Waste Management Plan which included the Comprehensive Recycling Analysis with the New York State Department of Environmental Conservation; and

**WHEREAS**, the New York State Department of Environmental Conservation made several recommendations, including but not limited to, revision of the Town's Residential Solid Waste Management Contract to require successful bidder(s) to recycle and detail the manner/method of recycling; revision of Chapter 103 of the Town Code to require non-residential, commercial, industrial and institutional establishments to recycle; provide education to the general public regarding benefits of recycling; and otherwise further the purposes of the New York State Solid Waste Management Act; and

**WHEREAS**, the Town of Riverhead implemented a vast majority of the recommendations of the New York State Department of Environmental Conservation, including revision and rebid of the contract for residential solid waste, amendment of Chapter 103 of the Town Code, registration of sites with the New York State Department of Environmental Conservation (yard waste sites); and

**WHEREAS**, pursuant to the New York State Department of Environmental Conservation's comments and recommendations regarding the draft Solid Waste Management Plan, the Town seeks to implement an education program to expand waste reduction and recycling efforts; and

**WHEREAS**, the Key Club is an organization of young adults (high school students) from the Riverhead School District, sponsored but not part of Kiwanis Club of Greater Riverhead, with a focus toward community service and objectives which include development of initiative and leadership, service to the school and community, prepare for useful citizenship with the motto "Caring-Our Way of Life"; and

**WHEREAS**, for the past several years as part of a statewide initiative, the Key Club (also commonly referred to as “Riverhead High School Key Club”) has actively undertaken projects designed to education all Riverhead residents regarding the importance of recycling and encouraged the “Going Green” effort and notably the Riverhead High School Key Club won an award for the “Going Green” program in 2011; and

**WHEREAS**, the Town Board of the Town of Riverhead seeks to implement the recommendations of the New York State Department of Environmental Conservation and support the efforts of the Riverhead High School Key Club regarding recycling by donation of \$1000.00 nunc pro tunc for 2013 and 2014, and continuing annually (on or about January 1<sup>st</sup> of each year) thereafter for the duration of the current Residential Solid Waste contract from the recycling monies required under the Residential Solid Waste contract (see Contract for Town of Riverhead Residential Solid Waste Collection and Disposal Services § 2.5) and Chapter 103 (penalties collected for failure to adhere to the requirements of Chapter 103) with the express intention that the Riverhead High School Key Club utilize the monies for programs designed to provide education regarding waste reduction and recycling; and

**WHEREAS**, the Town of Riverhead has broad authority to adopt local laws, not inconsistent with the State Constitution or general laws, relating to their property, affairs and government and the Town may, in the exercise of its police powers, adopt such laws relating to the health, safety and well-being of the residents of Riverhead pursuant to Municipal Home Rule Law § 10(1)(ii)(a)(11).

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby approves the donation of \$1000.00 nunc pro tunc for 2013 and 2014 , and continuing annually (on or about January 1<sup>st</sup>) thereafter for the duration of the current Residential Solid Waste contract and Chapter 103 to the Riverhead High School Key Club with the express intention that the Riverhead High School Key Club utilize the monies for programs designed to provide education regarding waste reduction and recycling; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead High School Key Club; John Reeve, Sanitation Superintendent, and William Rothaar, Financial Administrator; and be it further

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

#### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 193

**RECYCLING EDUCATION PROGRAM**

**BUDGET ADJUSTMENT 2013**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, recycling monies are received from the Town’s Residential Solid Waste Management Contract; and

**WHEREAS**, the Town (per resolution 2012-671) desires to support the Riverhead High School Key Club in actively educating all Riverhead residents regarding the importance of recycling.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish the following 2013 budget adjustment:

		<u>FROM</u>	<u>TO</u>
115.082130.421085	Recycling Revenue	2,000	
115.08160.547508	Recycling Program		2,000

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

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

**THE VOTE**

Giglio 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 # 194

RECYCLING EDUCATION PROGRAM

BUDGET ADJUSTMENT 2014

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, recycling monies are received from the Town's Residential Solid Waste Management Contract; and

**WHEREAS**, the Town (per resolution 2012-671) desires to support the Riverhead High School Key Club in actively educating all Riverhead residents regarding the importance of recycling.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish the following 2014 budget adjustment:

		<u>FROM</u>	<u>TO</u>
115.082130.421085	Recycling Revenue	1,000	
115.08160.547508	Recycling Program		1,000

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

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

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <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 # 195**

**HIGHWAY DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, at the request of the Highway Superintendent for the Town of Riverhead, the Financial Administrator prepared a report of Highway District/Department available (unexpended) fund balance as of December 31, 2013; and

**WHEREAS**, Highway Superintendent requests that the Town Board approve the transfer of \$475,000.00, such amount reflecting retention of more than 25% of the current year budget in fund balance, to the Highway District/Department for purchase of equipment \$475,000.00; and

**NOWHEREFORE BE IT RESOLVED**, that the Town Board approves and authorizes the Accounting Department to transfer funds as follows:

		<b><u>FROM</u></b>	<b><u>TO</u></b>
111.000000.499999	Fund Balance	\$475,000	
111.051300.524000	Machinery & Equipment		\$475,000

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

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

**THE VOTE**

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <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 # 196

**APPOINTS TEMPORARY SECRETARY  
TO THE BOARD OF ASSESSMENT REVIEW**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a position of temporary secretary currently exists on the Board of Assessment Review; and

**WHEREAS**, Mary Burns has expressed an interest in serving in this capacity.

**NOW, THEREFORE, BE IT RESOLVED**, that Mary Burns be and is hereby appointed as temporary secretary to the Board of Assessment Review at an hourly rate of \$15.00 effective May 1, 2014 through December 31, 2014; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Mary Burns, the Assessors' Office, the Personnel Officer, and the Office of Accounting; and

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage 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 # 197

**AUTHORIZES THE FILING OF AN APPLICATION FOR NEW YORK STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the State of New York provides financial aid for hazardous waste programs; and

**WHEREAS**, the Town of Riverhead herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

**WHEREAS**, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

**THEREFORE, BE IT RESOLVED**, by the Riverhead Town Board:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized;
2. That the Supervisor, or his designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE;
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the STATE share of such costs;
4. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application; and
5. That this resolution shall take effect immediately.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and Sanitation Superintendent John Reeve.

**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 # 198

**ACCEPTS THE RESIGNATION OF A BUS DRIVER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received written notification from Carol O’Kula, a Bus Driver in the Riverhead Town Seniors Program, indicating her intent to resign effective March 19, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Carol O’Kula.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Carol O’Kula, the Riverhead Seniors Program Director, 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 # 199

**APPOINTS A CALL-IN RECREATION SPECIALIST- SPANISH INSTRUCTOR TO  
THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Specialist - Spanish Instructor is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective April 3, 2014, this Town Board hereby appoints Aimee Padavan to the position of Call-In Recreation Specialist-Spanish Instructor Level XIII to be paid the rate of \$30.45 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 # 200

**RATIFIES THE APPOINTMENT OF AN ASSISTANT RECREATION LEADER I  
TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Assistant Recreation Leader II is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective March 26, 2014 this Town Board hereby appoints Mark Raplee to the position of Assistant Recreation Leader I, Level II, to be paid the rate of \$10.45 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 # 201

**RATIFIES THE APPOINTMENT OF AN ASSISTANT RECREATION LEADER II  
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Assistant Recreation Leader II is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective March 19, 2014 this Town Board hereby appoints Ashley King to the position of Assistant Recreation Leader II, Level III, to be paid the rate of \$13.10 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 # 202

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**NOW THEREFORE BE IT RESOLVED**, that effective April 3, 2014, this Town Board hereby appoints Elizabeth Flood to the position of Call-In Beach Manager, Level 5, to be paid the rate of \$17.10 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 # 203

**APPOINTS A CALL-IN RECREATION SPECIALIST- LIFEGUARDING INSTRUCTOR  
TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Specialist- Lifeguarding Instructor is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective April 3, 2014, this Town Board hereby appoints Joyce Brown to the position of Call-In Recreation Specialist- Lifeguarding Instructor, Level VIII to be paid the rate of \$26.27 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 # 204

**AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS**  
**PROJECT NO: RDWD 13-51,INSTALLATION OF WATER MAIN &**  
**APPURTENANCES KRISTI ROSE COURT,RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding installation of water mains and appurtenances - Kristi Rose Court, of the Riverhead Water District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the April 10, 2014 edition of The News Review, with regard to receiving bids for the installation of water main and appurtenances – Kristi Rose Court of the Riverhead Water District, and be it further

**RESOLVED**, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic stage 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

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the **“Installation of Water Mains and Appurtenances – Kristi Rose Court”** for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on **Thursday, April 24, 2014** at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: RDWD 13-51**  
**Installation of Water Main & Appurtenances**  
**Kristi Rose Court**

Plans and specifications may be examined on or after *Thursday, April 10, 2014* at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on “Bid Requests”. Plans and specifications are available in electronic format only from the aforementioned website.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD WATER DISTRICT

TOWN CLERK, TOWN OF RIVERHEAD

DATED: April 10, 2014

TOWN OF RIVERHEAD

Resolution # 205

**AWARDS BID – SCAVENGER WASTE ROOF REPLACEMENTS**  
**RIVERHEAD SEWER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, this Town Board did authorize the advertisement for bids for project known as Scavenger Waste Roof Replacements of the Riverhead Sewer District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Sewer District, by attached letter dated March 12, 2014 did recommend that the bid be awarded to More Contracting & Consulting, Inc. being the lowest responsible bidder at the total bid amount of \$172,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for project known as Scavenger Waste Roof Replacements of the Riverhead Sewer District, be and is hereby awarded to:

More Contracting & Consulting, Inc.  
In the bid amount of \$172,000.00

and be it further

**RESOLVED**, that the Town Clerk forward certified copy of this resolution to the above named contractor, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

**RESOLVED**, that the Town Supervisor be and is hereby authorized to execute a contract with More Contracting & Consulting, Inc. for this project, and be it further

**RESOLVED**, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

**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



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East tel 631.756.8000  
Melville, NY 11747 fax 631.694.4122

March 12, 2014

Superintendent Michael Reichel  
Town of Riverhead  
200 Howell Ave.  
Riverhead, NY 11901

**Re: Town of Riverhead  
Scavenger Waste Roof Replacements  
Recommendation Letter  
Our File No.: RSDS 1305**

Dear Superintendent Reichel:

On March 6, 2014, four (4) bids were received for the referenced construction contract. The bid results follow:

BIDDER		TOTAL BASE BID*
1	A.B.C.D. Construction Corp.	\$329,000.00
2	Marfi Contracting Corp.	\$212,700.00
3	More Contracting & Consulting, Inc.	\$172,000.00
4	R&J Industries	\$416,800.00

\* Includes Cash Allowances Totaling \$2,500.00

We have investigated the qualifications of the low bidder, More Contracting & Consulting, Inc., and find them qualified to perform the work. We have reviewed the bid submitted by More Contracting & Consulting, Inc. Based on the information provided by the bidder and our investigations, we find this contractor to be qualified in performing projects of similar size and complexity. We also know them to be responsible.

Therefore, we recommend that the contract be awarded to More Contracting & Consulting, Inc. for ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS AND ZERO CENTS (\$172,000.00). They can be reached as follows: Mr. Brian J. Morrell, President, More Contracting & Consulting, Inc., 19 Bergen Place, Port Jefferson Station, New York 11776, (631) 924-1414.

We will prepare and forwarded four (4) counterparts of the conformed bid documents to Mr. Richard A. Ehlers, Esq. for contract execution following Town Board approval of award of the contract.

If you require any additional information regarding these contracts or the recommended modifications, please contact us at any time.

Superintendent Michael P. Reichel  
Scavenger Waste Roof Replacements Recommendation  
Page 2  
March 12, 2014



Very truly yours,  
**H2M architects + engineers**

A handwritten signature in black ink, appearing to read 'Christopher A. Weiss', written over the company name.

Christopher A. Weiss, P.E.  
Department Manager – Treatment Systems

cc: Richard A. Ehlers, Esq.  
F. Russo

TOWN OF RIVERHEAD

Resolution # 206

**TOWN BOARD DIRECTION TO PERSONNEL DIRECTOR & FINANCIAL ADMINISTRATOR TO PROCESS ZONING BOARD OF APPEALS MEMBER REQUEST FOR RETIREMENT BENEFITS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to the applicable provisions of the Town of Riverhead Employee Benefits and Policies and pursuant to the rules and regulations of the New York State & Local Retirement System, Otto Wittmeier, member of the Zoning Board of Appeals, has sufficient years of service credit and otherwise qualifies to retire

**WHEREAS**, pursuant to the rules and regulations of the New York State & Local Retirement System, a retiree may continue public employment subject to such other applicable provisions of law, i.e. RSSL §§211, 212; and

**WHEREAS**, Otto Wittmeier completed and filed his application for service retirement with the New York State & Local Retirement System and, in turn, the New York State & Local Retirement System notified the Town that Mr. Wittmeier applied for retirement effective January 25, 2014 and requested that the Town complete Accrued Payment and Leave Credits (Form RS6221) as and for the effective date of retirement; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board does hereby direct the Personnel Department and Office of the Financial Administrator to complete Accrued Payment and Leave Credits (Form RS6221) and such other forms to accept and effectuate Otto Wittmeier's retirement effective January 25, 2014; and be it further

**RESOLVED**, that the Personnel Director shall advise Mr. Wittmeier of his responsibility to comply with the rules and regulations of New York State & Local Retirement System regarding post retirement public employment, to wit: member of the Zoning Board of Appeals, that may affect his retirement benefits; and

**RESOLVED**, the Town Clerk is hereby directed to forward a certified copy of this resolution to Otto Wittmeier, the Personnel Officer and the Financial Administrator; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 207**

**AMENDS RESOLUTION #175 OF 2014**  
**(APPROVES THE CHAPTER 90 APPLICATION OF**  
**THE LONG ISLAND MOOSE CLASSIC CAR CLUB)**  
**(Car show – May 10, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution #175, adopted by the Town Board on March 18, 2014, approved the Chapter 90 Application of the Long Island Moose Classic Car Club for the purpose of conducting a car show to be held on May 10, 2014 at the Lowe’s Parking Lot located at 1461 Old Country Road Riverhead, New York; and

**WHEREAS**, said resolution incorrectly referred to a rain date for this event as Saturday, May 17, 2014; and

**WHEREAS**, the correct rain date for this event is Sunday, May 18, 2014.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby amends Resolution #175 dated March 18, 2014, to include the correct rain date of Sunday, May 18, 2014; and be it further

**RESOLVED**, that all other terms and conditions of Resolution #175 shall remain in full force and effect; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Long Island Moose Classic Car Club, c/o Charles Cali, 45 Laurin Road, Calverton, New York, 11933; 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 # 208

**AUTHORIZES APPRAISAL REPORT IN THE MATTER OF THE  
TAX CERTIORARI PROCEEDING OF  
FOURTH GARDEN MOBILE HOME PARK V. TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Fourth Garden Mobile Home Park has commenced various tax certiorari proceedings challenging the valuations for tax years 2009/2010 through 2013/2014 upon certain real property located at 433 Mill Road, Calverton, New York; also know and indentified as SCTM # 0600-101-1-9; and

**WHEREAS**, the parties have been unable to settle the proceedings; and

**WHEREAS**, the Town Board, upon advice of special counsel, finds that it would be appropriate to engage the services of an appraiser to prepare a trial appraisal report in these matters.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby, authorizes retention of R.D. Geronimo LTD to perform a preliminary and/or trial appraisal report as needed for a total fee not to exceed \$8,500, exclusive of potential court appearances, in accordance with the terms and conditions of proposal dated January 9, 2014; and be it further

**RESOLVED**, that the Town Board, be and hereby, authorizes the signing of an agreement with R.D. Geronimo LTD by the Law Firm of Scott DeSimone, P.C. in substantially the same form as the proposal dated January 9, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Scott DeSimone, P.C., LLP, 41780 Route 25, P.O. Box 233, Peconic, New York 11958-0233 and R.D. Geronimo LTD., 158 Third Street, Mineola, New York 11501-4317; 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 # 209

**AUTHORIZES A CHANGE ORDER FOR CHEVY TAHOE Z-71 OR EQUIVALENT  
TYPE VEHICLE CHIEF CAR WITH COMPLETE CONVERSION FOR USE BY THE  
RIVERHEAD AMBULANCE DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, by Resolution #788 adopted on November 19, 2013, the Town Clerk was authorized to publish and post a notice to bidders for proposals for one (1) 2014 Chevy Tahoe Z-71 or Equivalent Chief Car with Complete Conversion for use by the Riverhead Ambulance District; and

**WHEREAS**, three (3) responses to the Notice to Bidders were received, opened and read aloud on December 18, 2013 at 11:05 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

**WHEREAS**, the Town and the Riverhead Volunteer Ambulance Corp, Inc. did review all proposals and, after serious consideration and evaluation, it was determined that Buzz Chew Chevrolet Cadillac was the lowest responsible bidder and recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac; and

**WHEREAS**, Resolution #80 adopted on February 4, 2014 awarded the bid to Buzz Chew Chevrolet Cadillac in the amount of \$58,700.00; and

**WHEREAS**, subsequent to that award, the Town was notified by Buzz Chew Chevrolet Cadillac that effective January 15, 2014 General Motors will no longer accept production orders for the 2014 Chevy Tahoe Z-71 model; and

**WHEREAS**, Buzz Chew Chevrolet Cadillac provided the Town with a proposed change order to substitute the 2014 Chevy Tahoe All Star model combined with the changes that need to be made to come into compliance with the bid, for no change in price, in place and stead of the 2014 Chevy Tahoe Z-71 2014 model; and

**WHEREAS**, the Riverhead Volunteer Ambulance Corps, Inc reviewed all proposals, including the proposed change order from Buzz Chew Chevrolet Cadillac and it was determined that Buzz Chew Chevrolet Cadillac was still the lowest responsible bidder (for a 2014 vehicle) and it is recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac; and

**WHEREAS**, Riverhead Volunteer Ambulance Corps, Inc seeks Town authorization for an order to substitute the 2014 Chevy Tahoe Z-71 with 2014 Chevy Tahoe All Star at no increase in price; and be it further

**WHEREAS**, the Town has reviewed the bid specifications and bid responses and all documentation provided by the Riverhead Volunteer Ambulance Corps. and has determined that the upgrade and additional equipment listed in the change order does not materially alter the specifications such that Buzz Chew Chevrolet has an unfair advantage over other bidders and Buzz Chew Chevrolet remains the lowest bidder.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves a change order to substitute 2014 Chevy Tahoe Z-71 with 2014 Chevy Tahoe All Star with modifications to the vehicle at no increase in price; and be it further

**RESOLVED**, that the Office of the Financial Administrator be and is hereby authorized to change the original purchase order to reflect the substitute of the 2014 Chevy Tahoe All Star Chief Car for the Riverhead Ambulance District; and be it further

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

**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 # 210

**AUTHORIZES A CHANGE ORDER FOR CHEVY SUBURBAN Z-71 OR EQUIVALENT  
TYPE VEHICLE FOR USE AS FIRST RESPONDER  
WITH COMPLETE CONVERSION FOR USE BY THE  
RIVERHEAD AMBULANCE DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by Resolution #802 adopted on November 19, 2013, the Town Clerk was authorized to publish and post a notice to bidders for proposals for one (1) 2014 Chevy Suburban Z-71 or Equivalent Type Vehicle for Use as First Responder with Complete Conversion for use by the Riverhead Ambulance District; and

**WHEREAS**, three (3) responses to the Notice to Bidders were received, opened and read aloud on December 18, 2013 at 11:05 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

**WHEREAS**, the Town and the Riverhead Volunteer Ambulance Corp, Inc. did review all proposals and, after serious consideration and evaluation, it was determined that Buzz Chew Chevrolet Cadillac was the lowest responsible bidder and recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac; and

**WHEREAS**, Resolution #81 adopted on February 4, 2014 awarded the bid to Buzz Chew Chevrolet Cadillac for a 2014 Chevy Suburban Z-71 for Use as First Responder with Complete Conversion in the amount of \$65,990.00; and

**WHEREAS**, subsequent to that award, the Town was notified by Buzz Chew Chevrolet Cadillac that effective January 15, 2014 General Motors will no longer accept production orders for the 2014 Chevy Suburban Z-71 model;; and

**WHEREAS**, Buzz Chew Chevrolet Cadillac provided the Town with a proposed change order to substitute the 2015 Chevy Suburban Z-71 model plus a price increase of \$3670.00 to add the off-road features, i.e. all season tires, fog lamps..., which are no longer included in the manufactures specifications for this type vehicle in place and stead of the 2014 Chevy Suburban Z-71 2014 model; and

**WHEREAS**, the Riverhead Volunteer Ambulance Corps, Inc. reviewed all proposals, including the proposed change order from Buzz Chew Chevrolet Cadillac and it was determined that Buzz Chew Chevrolet Cadillac was still the lowest responsible bidder (for a 2015 vehicle) and it is recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac; and

**WHEREAS**, the Riverhead Volunteer Ambulance Corps, Inc. seeks Town authorization for a change order increasing the price from \$65,990.00 to \$69,660.00 for upgrade to the 2015 Chevy Suburban LT model and additional equipment that were part of the 2014 model totaling \$3,670.00; and

**WHEREAS**, the Town has reviewed the bid specifications and bid responses and all documentation provided by the Riverhead Volunteer Ambulance Corps. and has determined that the upgrade and additional equipment listed in the change order does not materially alter the specifications such that Buzz Chew Chevrolet Cadillac has an unfair advantage over other bidders and prospective bidders and Buzz Chew Chevrolet Cadillac remains the lowest bidder.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves a change order for Buzz Chew Chevrolet Cadillac in the amount of \$3,670.00 representing the upgrade to the 2015 model and addition of equipment that were part of the specifications for the 2014 model; and be it further

**RESOLVED**, that the Office of the Financial Administrator be and is hereby authorized to change the original purchase order to reflect the \$69,660.00 as and for the price for the 2015 Chevy Suburban LT First Responder for the Riverhead Ambulance District; and be it further

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

**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 # 211

**AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS ORIGINATED FROM PROPERTY LOCATED IN RIVERHEAD (I & S Properties, Waverly Ave, Holtsville, NY)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

**WHEREAS**, I & S Properties wishes to increase the available sanitary density for premises in the Town of Brookhaven by using 0.2 Pine Barrens credits under Pine Barrens Certificate #0600-102 originating from property located in the Town of Riverhead (Suffolk County Tax Map #0600-075.00-03.00-010.003); and

**WHEREAS**, the Town of Brookhaven has authorized said transfer.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to the Suffolk County Department of Health Services approving the use of 0.2 credits under said Riverhead Pine Barrens credit(s) on premises located at #Waverly Road, Holtsville, New York, further described as Suffolk County Tax Map No. 0200-694.00-04.00-011.000; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward copies of this resolution to Thomas W. Cramer, ASLA, Cramer Consulting Group, 54 North Country Road, P.O. Box 5535, Miller Place, New York 11764; the Planning Department and the Office of the Town Attorney.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 212

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MUSICAL WORKS  
LICENSE AGREEMENT WITH SESAC LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

**WHEREAS**, many of these musical works are protected by U.S. Copyright Law; and

**WHEREAS**, a municipality requires permission from the holders of such copyrights to use the musical works in a public forum; and

**WHEREAS**, SESAC LLC represents the holders of copyrights for many of such musical works; and

**WHEREAS**, SESAC LLC will provide a license granting permission to the Town of Riverhead to play all of the works of copyright holders SESAC LLC represents for a fee of \$685.00 for calendar year 2014.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached license agreement with SESAC LLC for the right to play pre-recorded music represented by SESAC LLC; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to SESAC LLC, 55 Music Square East, Nashville, TN, 37203; the Accounting Department; Parks and Recreation; Senior Citizen's Services and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**SESAC PERFORMANCE LICENSE for MUNICIPALITIES**

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

Town of Riverhead \_\_\_\_\_ ("LICENSEE")  
(Legal Name of Entity)

200 Howell Avenue \_\_\_\_\_  
(Billing Address)

Riverhead, NY 11901 \_\_\_\_\_  
(City, State, ZIP)

Telephone: (631) 727-3200 Fax: (631) 727-6152 E-mail: mccormick@townofriverheadny.gov

SESAC and LICENSEE hereby mutually agree as follows:

**1. GRANT OF RIGHTS:** Effective as of January 1, 2014 (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **Town of Riverhead**  
Location **Riverhead, NY** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

**2. LIMITATIONS OF RIGHTS:** The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

### 3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). ~~Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)").~~ SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

### 4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory, or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

~~C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.~~

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

### 5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of \_\_\_\_\_  
Please insert today's date

**LICENSEE** Town of Riverhead

**SESAC LLC**

BY: \_\_\_\_\_  
(please sign here)  
Sean M. Walter

BY: \_\_\_\_\_

\_\_\_\_\_  
(Type or print name)

TITLE: Supervisor

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

Please mail signed license to:

SESAC  
55 Music Square East  
Nashville, TN 37203

**Schedule "A"  
MUNICIPALITY - 2014**

I. **Municipality.** "Municipality," as used in the SESAC Performance License effective **January 1, 2014** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name                    **Town of Riverhead**  
Location                **Riverhead, NY**                    (the "Municipality")

II. **Fee Schedule/License Fee.**

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>		<u>License Fee for calendar year 2014</u>
25,000	or less	\$ 343
25,001	- 50,000	<u>\$ 685</u>
50,001	- 100,000	\$ 1,115
100,001	- 150,000	\$ 1,626
150,001	- 250,000	\$2,223
250,001	- 500,000	\$2,907
500,001	And over	\$3,679 + \$343 for each additional 100,000 population

Population: 33,955

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the License Fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. **This Schedule** is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

*Please do not detach, must accompany license  
Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203*

Town of Riverhead / 63-31-01057 / KN

ID# 267564

V1207SM

TOWN OF RIVERHEAD

Resolution # 213

JARAL EAST END HOTEL CORP  
RIVERHEAD SEWER DISTRICT  
CAPITAL IMPROVEMENT PROJECT

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, The Riverhead Sewer District has received funds to provide a Map and Plan with regard to the extension of the sewer district for Jaral East End Hotel Corp.

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

		<u>FROM</u>	<u>TO</u>
414.092705.421050.20041	Developer Fees	7,900	
414.081300.543504.20041	Professional Service Engineer		7,900

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

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 214

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
ISLAND URGENT MEDICAL CARE, P.C.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead requires the ability to obtain certain medical test results for all Town employees whenever warranted; and

**WHEREAS**, Island Urgent Medical Care, P.C. has the qualifications, experience and resources to provide such services to the Town.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to execute an agreement with Island Urgent Medical Care, P.C. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Island Urgent Medical Care, Inc., Daniel Ferrara, MD, Pres., 88 Arkay Drive, Hauppauge, NY 11788; Town Personnel Officer; and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2014, 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 Island Urgent Medical Care, P.C., 88 Arkay Drive, Hauppauge, New York 11788, a corporation existing under the laws of the State of New York (hereinafter referred to as "Consultant").

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

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

During the term of this Agreement, Consultant shall furnish the services set forth in the Services Authorization Form, Schedule B (attached hereto and made a part hereof), during the Consultant's regular business hours as outlined in Schedule D (attached hereto and made a part hereof) and at Consultant's Riverhead office practice, located at 1228 East Main Street, Riverhead New York. Town understands that Schedule D is subject to change upon the Consultant's sole discretion and upon notification to Town. Services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

### **2. TOWN DUTIES**

The Town agrees to inform its Employees of Consultant's office locations and hours and that Town has designated Consultant as a non-exclusive medical provider. Town agrees that it shall be responsible for completing and signing Schedule B, on behalf of any Employee interested in receiving Consultant's services and shall require Employee to submit the same to Consultant prior to receiving services outlined in Schedule B.

### **3. TERM OF AGREEMENT**

The Agreement shall commence on August 1, 2013 and terminate on August 1, 2015, unless terminated sooner as provided herein.

### **4. PAYMENT**

For these services, Town will pay Consultant at the rates set forth in the attached 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 Schedule A. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached Schedule A. Invoices for services and reimbursable expenses shall be submitted on a monthly basis and contain the following statement signed by Consultant, or its designated officer or authorized

representative: “I hereby certify, to the best of my knowledge, that Provider has submitted a correct invoice, and that all items invoiced are based upon services rendered consistent with the terms of the professional services agreement.” Each invoice for reimbursable expenses shall be supported by a description of services rendered pursuant to Schedule B. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

#### 5. RIGHTS TO DOCUMENTS OR DATA

Consultant and Town shall keep all information and data related to this Agreement in confidence and shall not disclose or use it for any purpose other than in performing this Agreement, except with the other party’s prior written approval.

#### 6. 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.

#### 7. 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.

#### 8. 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 based upon actual services rendered to the point of the notice of termination.

#### 9. RECORDS AND HIPAA

Consultant shall keep accurate patient records in accordance with all applicable laws, rules and regulations, including the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) (“HIPAA”). In addition, simultaneous with the execution of this Agreement, the parties agree to enter into a HIPAA Business Associate Agreement, attached hereto and incorporated herein as Schedule C.

## 10. 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.

## 11. 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., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Safura Gangat, Esq.,c/o Island Urgent Medical Care, P.C., 88 Arkay Drive, Hauppauge, New York 11788.

## 12. 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.

### 13. INSURANCE, INDEMNITY AND LIABILITY

Consultant and Town agree to carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Unless caused by willful misconduct or negligence, the parties hereby indemnify and agree to hold one another and their respective, officers, agents and employees, harmless against any and all claims, actions or demands against one another, 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 under this Agreement.

### 14. 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.

### 15. 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.

### 16. 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 first above written.

TOWN OF RIVERHEAD

ISLAND URGENT MEDICAL CARE, PC

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

\_\_\_\_\_  
By: Dr. Daniel R. Ferrara

Title: Town Supervisor

Title: President

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

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

**SCHEDULE B**

**EMPLOYER'S AUTHORIZATION FOR MEDICAL CARE**

*(Please fill out so employee can bring with them to their visit)*

**Employee First Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Contact Phone #** \_\_\_\_\_

**Responsible Party:**            **Patient** \_\_\_\_\_            **Company** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Services to be performed (please check the appropriate boxes):**

**Drug Testing**

**Pre-employment** \_\_\_\_\_

**Random** \_\_\_\_\_

**Post Accident** \_\_\_\_\_

**Reason To Suspect** \_\_\_\_\_

**Return to Duty** \_\_\_\_\_

**Follow-up** \_\_\_\_\_

**Alcohol Testing**

**Pre-employment** \_\_\_\_\_

**Random** \_\_\_\_\_

**Post Accident** \_\_\_\_\_

**Reason to Suspect** \_\_\_\_\_

**Return to Duty** \_\_\_\_\_

**Follow-up** \_\_\_\_\_

**Physical Exams**

**Immunizations**

**DOT Phys Exam** \_\_\_\_\_

**Flu** \_\_\_\_\_

**Respirator Medical Phys** \_\_\_\_\_

**Tetanus** \_\_\_\_\_

**HEP B** \_\_\_\_\_

**Other** \_\_\_\_\_

**Other Services:**

**Urgent Care** \_\_\_\_\_

**Worker's Comp** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Authorized By:**

\_\_\_\_\_

**Name (please print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SCHEDULE C

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), between **Island Urgent Medical Care, P.C.** (the "Covered Entity" or the "Practice") and the **Town of Riverhead**, a municipal corporation existing under the laws of New York (also known as the "Business Associate"), together with the original Agreement dated the \_\_\_ day of \_\_\_\_\_, 2012, shall hereinafter be referred to as "the Agreement." This Business Associate Agreement is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated by the United States Department of Health and Human Services thereunder ("HIPAA regulations") and the Health Insurance Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

#### WITNESSETH:

**WHEREAS**, the Covered Entity, a medical practice licensed in the State of New York qualifies as a "Covered Entity" as defined in 45 C.F.R. §160.103, under the terms of HIPAA.

**WHEREAS**, the Covered Entity shall make available and/or transfer to Business Associate certain Protected Health Information, as that term is defined at 45 C.F.R. §164.501 and Electronic Protected Health Information ("EPHI") as that term is defined in 45 C.F.R. §160.103, in connection with services that are being provided by the Covered Entity, that is confidential and subject to protection under HIPAA, the HIPAA regulations (HIPAA and HIPAA regulations collectively shall be referred to as "HIPAA") and the HITECH Act.

**WHEREAS**, the Business Associate will have access to, and/or receive from the Covered Entity, certain Protected Health Information, that can be used or disclosed only in accordance with this Agreement, the HIPAA regulations, HIPAA and the HITECH Act.

**WHEREAS**, on behalf of the Covered Entity, the Business Associate will receive, maintain or transmit Electronic Protected Health Information, and ensure its integrity, availability and confidentiality in accordance with this Agreement and HIPAA.

**WHEREAS**, the Covered Entity and Business Associate desire to define and identify their permitted use and disclosure of Protected Health Information and to define how to maintain the confidentiality, integrity and availability of Electronic Protected Health Information.

**NOW, THEREFORE**, in consideration of the mutual agreements, undertakings, representations and warranties hereinafter set forth, the parties hereby agree as follows:

#### 1. DEFINITIONS

1.1 General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations in effect or as amended from time to time.

1.2 Specific.

- a. Breach. "Breach" shall have the same meaning as the term "breach" in the HITECH Act, Section 134000(1).
- b. Electronic Health Record. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 134000(5).
- c. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.
- d. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

**2. PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 2.1 Business Associate agrees to not use or further disclose Protected Health Information provided or made available to it by the Covered Entity for any purpose other than as permitted or required by this Agreement or as required by law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA and the HITECH Act that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- 2.2 Business Associate shall be permitted to use or disclose Protected Health Information to perform its obligations under this Agreement as long as the Agreement is in effect.
- 2.3 Business Associate shall be permitted to use Protected Health Information that it receives in its capacity as Business Associate if necessary, for its proper management and administration or to carry out its legal responsibilities provided that such disclosure is permitted under state and federal confidentiality laws.
- 2.4 Business Associate shall be permitted to use and disclose Protected Health Information that it receives in its capacity as Business Associate if necessary, to provide data aggregation services relating to the health care operations of the Covered Entity.
- 2.5 Business Associate shall be permitted to disclose to third parties Protected Health Information that it receives in its capacity as a Business Associate, for its proper management and administration or to carry out its legal responsibilities provided it receives reasonable assurances from the person to whom the information is disclosed

that: (i) the information will be held confidentially and used or further disclosed only as required by law or, for the purpose for which the information was disclosed and (ii) it shall immediately notify the Business Associate of any instance that it is aware that the confidentiality of the information has been breached.

### **III. RESPONSIBILITIES OF THE PARTIES**

- 3.1 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as permitted by this Agreement. Business Associate shall maintain and implement appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of Protected Health Information to prevent unauthorized parties from having access to or, modifying or copying Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 3.2 Business Associate shall require all of its subcontractors and agents that receive, create, transmit or use or have access to Protected Health Information and Electronic Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information and Electronic Protected Health Information that apply to the Business Associate pursuant to this Agreement.
- 3.3 Business Associate shall promptly report in writing to the Covered Entity and not more than five (5) days of its discovery of any unauthorized use or disclosure of Protected Health Information not permitted or required by this Agreement or of any security incident relating to Electronic Protected Health Information, of which it becomes aware.
- 3.4 Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a security incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such security incident or Breach as well as a description of what happened, the type of Unsecured Protected Health Information that were involved, what the Business Associate is doing to investigate the Breach, or the security incident and the steps taken by the Business Associate to mitigate any harmful effect known by it to have occurred as a result of the breach of this Agreement.
- 3.5 Upon notice of the Business Associate's breach or violation of its obligations, Covered Entity shall take reasonable steps to cure the breach or end the violation, as applicable.
- 3.6 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any security incident or

Breach of Unsecured Protected Health Information) and to protect against any further Breaches. Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Agreement and/or any security incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the individual, a regulatory body or any third party required under HIPAA, the HITECH Act or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity. Notwithstanding anything in this section to the contrary, Business Associate may delay notification of a Breach of a Unsecured Protected Health Information to Covered Entity in the event Business Associate is instructed to do so by a law enforcement official.

- 3.7 Notwithstanding anything in the Agreement to the contrary, Covered Entity may terminate the Agreement immediately if any term under this Agreement is violated or breached and such violation or breach cannot otherwise be cured within the time specified by Covered Entity. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- 3.8 Any non compliance by Business Associate with this Agreement or the HHS Privacy Regulations will automatically be considered to be a ground for breach, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- 3.9 If Business Associate is maintaining Protected Health Information in a Designated Record Set as that term is defined under 45 CFR §164.501, Business Associate agrees to provide access to an Individual or the Covered Entity, at the request of Covered Entity, in order to meet the requirements under 45 CFR §164.524.
- 3.10 If Business Associate is maintaining Protected Health Information in a Designated Record Set, Business Associate agrees to incorporate any amendments or corrections to Protected Health Information at the request of the Covered Entity or an Individual.
- 3.11 Business Associate shall make available to the Covered Entity or an Individual the information required for an accounting of disclosures of Protected Health Information and Electronic Protected Health Information in accordance with HIPAA and the HITECH Act.
- 3.12 Covered Entity agrees to provide Business Associate with any changes in, or revocation of, permission by an individual to disclose Protected Health Information, if such changes affect Business Associate's permitted uses and disclosures and Business Associate agrees to comply with such changes.
- 3.13 Business Associate agrees upon prior written request, to make available within two (2) days, during normal business hours at Business Associate's offices all records, books, amendments, policies and procedures relating to the use or disclosure of Protected Health Information to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
- 3.14 Business Associate agrees to make its internal books, records and practices relating to the use and disclosure of Protected Health Information received from or, created by or, received by the Business Associate on behalf of the Covered Entity available to the

Secretary of the HHS for the purpose of determining the Covered Entity's compliance with the Privacy Rule.

- 3.15 Business Associate does not acquire any ownership or any other right or title in the Protected Health Information or Electronic Protected Health Information data (other than its non-exclusive right of possession and use for purposes of fulfilling its legal obligations).
- 3.17 Business Associate shall disclose to its subcontractors, agents or third parties, and request from the Covered Entity, only the minimum amount of Protected Health Information or Electronic Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- 3.18 Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, the HITECH Act or HIPAA.
- 3.19 Covered Entity agrees not to request Business Associate to use or disclose Protected Health Information and Electronic Protected Health Information in any manner that would not be permissible under HIPAA and the HITECH Act.

#### **IV. MISCELLANEOUS**

- 4.1 Any reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- 4.2 Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
- 4.3 The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- 4.4 The respective rights and obligations of Business Associate and the Covered Entity hereunder shall survive termination of the Agreement.
- 4.5 Upon willful misconduct, the Business Associate will indemnify and hold the Practice (including Practice's Board of Directors, individually and collectively, and its officers, owners, members, employees, agents and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against the Practice as a result of any violation of this Agreement.
- 4.6 This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or, a waiver of any right or remedy as to subsequent events.
- 4.7 It is expressly understood and agreed by the parties that any inconsistency or conflict between this Agreement and the Agreement shall be determined in every instance in favor of this Agreement except as otherwise set forth herein. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules. In all other respects, the Agreement, as previously entered into, shall continue in full force and effect according to its terms. In

the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year first above written.

**Island Urgent Medical Care, P.C.**

**Town of Riverhead**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

Address: 88 Arkay Drive  
Hauppauge, NY 11788

Address: 200 Howell Avenue  
Riverhead, New York 11901

**SCHEDULE D**

**CONSULTANT HOURS OF OPERATION**

**1228 East Main Street, Riverhead NY**

(subject to change by Consultant)

Sunday	8:00 am	-	12:00pm
Monday	8:00am	-	7:30pm
Tuesday	8:00am	-	7:30pm
Wednesday	8:00am	-	3:30pm
Thursday	8:00am	-	6:00pm
Friday	8:00am	-	3:30pm
Saturday	8:00am	-	2:00pm

**SCHEDULE A**

**ISLAND URGENT MEDICAL CARE, P.C.**

**CORPORATE SERVICES AND FEES**

Effective January 2012

CLIENT: Town of Riverhead

PLEASE INITIAL THE SERVICES AUTHORIZED BELOW:

CATEGORY	SERVICE DESCRIPTION	BILLING CODE	FEE	INITIALS
OFFICE VISITS - PHYSICALS	Employee Physical - General physical exam includes: vital signs, physical exam, visual acuity, whisper test, EKG, dipstick urinalysis, spirometry, range of motion, and venipuncture)	99804	\$ 150	
	DOT Physical without PPD, with certificate	99852	\$ 70	
OFFICE TESTS	Chest Xray	71020	\$ 75	
	Lumbar Spine X-Ray (3 views)	72100	\$ 65	
	Audiogram (Hearing test)	92550	\$ 25	
	EKG (Electrocardiogram), Resting w/ interp	93000	\$ 25	
	Treadmill / Stress Test	93015	\$ 300	
	PFT (Pulm. Function Test/Spirometry)	94620	\$ 25	
OFFICE SERVICES OTHER	Venipuncture (blood collection and handling)	36415	\$ 25	
	Influenza (flu) vaccination	90658	\$ 25	
	Tetanus Injection	90703	\$ 25	
	MMR Injection	90707	\$ 65	
	Hep B injection Each, series of 3, under 19 yrs	90744	\$ 65	
	Hep B injection Each, series of 3, 19 yrs & over	90746	\$ 75	
	PPD only (TB skin test)	86580	\$ 15	
LAB SERVICES	Blood Chemistry Panel	80053	\$ 25	
	Urinalysis performed in office	81003	\$ 25	
	CBC (Complete Blood Count) in off	85025	\$ 25	
	HIV AB Screen	86701	\$ 25	
	Varicella Titer	86787	\$ 25	
	Hepatitis C Antibody Test	86803	\$ 65	
	ABO/Rh Blood Type	86901	\$ 25	
	Drug Test	99806	\$ 20	
	Alcohol Test	99807	\$ 25	
	Alcohol Test Confirmation	99808	\$ 25	
OTHER SERVICES	Blood Pressure Test	-----	No Charge	

TOWN OF RIVERHEAD

Resolution # 215

**AUTHORIZES THE TOWN PLANNING DEPARTMENT TO ACCEPT PAYMENT OF FEES AND OTHER CHARGES VIA CREDIT/DEBIT CARD PROCESSING FROM MERCHANT SERVICES INC., dba EVO MERCHANT SERVICES, AND SYSTEMS EAST, INC.,**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by Resolution #572 adopted on July 19, 2011, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public at various Town departments, offices and facilities; and

**WHEREAS**, the Town received numerous responses to the Request for Proposals from qualified parties; and

**WHEREAS**, by Resolution #929 adopted on December 20, 2011, the Town Board awarded Merchant Services Inc. d/b/a EVO Merchant Services and Systems East, Inc., the contract to provide credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public at various Town departments; and

**WHEREAS**, pursuant to the terms of the executed Professional Services Agreement between the Town and EVO Merchant Services and Systems East, Inc., the Town, through the Office of the Financial Administrator, may add additional town departments for credit/debit card/electronic check processing services and may create accounts for various Town departments to accept and record receipt of fees and payments related to the credit/debit card transactions and electronic check transactions.

**WHEREAS**, the Town Planning Department desires the ability to accept the payment of fees and other charges via credit/debit card processing, as a benefit to public interest.

**NOW THEREFORE BE IT RESOLVED** that the Town Board hereby authorizes the Town Planning Department to accept the payment of fees and other charges via credit/debit card processing and further authorizes the Building and Planning Department Administrator to execute the application agreement in consultation with and the approval of the Town Attorney's Office; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 216

**TOWN DECLARATION TO SELF INSURE FOR  
WORKERS COMPENSATION BENEFITS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, pursuant to New York State Workers' Compensation Law §50 (3), the Town, a political subdivision of the State of New York, may elect to self insure for workers' compensation; and

**WHEREAS**, pursuant to New York State Workers' Compensation Law §50 (3) and (4-a) as amended by Chapter 61, Laws of 1989, effective April 1, 1989, the governing body of the Town must declare, by resolution, that the Town has elected to provide workers' compensation benefits through self insurance and within 10 days of adoption of such a resolution, the financial officer for the Town must file a Notice of Election (Form SI-26) with the State of New York Workers' Compensation Board; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby declares that the Town elects to self insure for workers' compensation; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized to execute any documents or forms required by pertinent and applicable provisions of law to effectuate the election to self insure for workers' compensation: and

**BE IT FURTHER RESOLVED**, that the Financial Administration shall file the Notice of Election (Form SI-26), together with a certified copy of this resolution within 10 days to the New York State Worker's Compensation Board; and

**RESOLVED**, to the extent claims are administered through a third party administrator, the Financial Administrator shall report the name of and contact information for the third party administrator to the New York State Workers' Compensation Board; and

**RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to the Financial Administrator within five days; 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 # 217

**APPROVES CHAPTER 90 APPLICATION  
OF EAST END ARTS & HUMANITIES COUNCIL, INC.  
(18<sup>th</sup> Annual Community Mosaic Street Painting Festival – May 25, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on March 5, 2014, the East End Arts & Humanities Council Inc. (“EEAC”) submitted a Chapter 90 Application for the purpose of conducting their 18<sup>th</sup> Annual Community Mosaic Street Painting Festival having music and art exhibits to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Avenue, Riverhead, New York, (requesting the street closure until 7:00 p.m.) on Sunday, May 25, 2014, having a rain date of Monday, May 26, 2014, between the hours of 8:00 a.m. and 5:00 p.m.; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that 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 EEAC for the purpose of conducting their 18<sup>th</sup> Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Avenue, Riverhead, New York, on Sunday, May 25, 2014, having a rain date of Monday, May 26, 2014, between the hours of 8:00 a.m. and 5:00

p.m., (said road closure to be extended until 7:00 p.m.) is hereby approved; and be it further

**RESOLVED**, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than May 1, 2014**; and be it further

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901, Attn: Patricia Snyder; 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 # 218**

**ESTABLISHES NEW BANK ACCOUNT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Planning Department Administrator feels it would be beneficial to the Town to be able to collect fees and donations from a credit card

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to establish a bank account in the name of the Town of Riverhead Planning Department Credit Card account, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 219

**APPROVES CHAPTER 90 APPLICATION OF NATIVE EVENTS INC.**  
**(Country Fest - July 26<sup>th</sup> and 27<sup>th</sup>, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on January 27, 2014, William Quinones of Native Events, Inc., submitted a Chapter 90 Application for the purpose of conducting a family focused Country Fest having live country music, amusement rides, games and craft vendors to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, July 26<sup>th</sup>, 2014 and Sunday, July 27<sup>th</sup>, 2014, between the hours of 11:00 a.m. and 7:00 p.m.; and

**WHEREAS**, William Quinones 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 paid the applicable Chapter 90 Fee; and

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

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

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

**RESOLVED**, that the application of William Quinones of Native Events, Inc. for the purpose of conducting a family focused Country Fest having live country music, amusement rides, games and craft vendors to be held at the Cornell Cooperative Extension of Nassau County property a/k/a 4-H Camp, located at 3186 Sound Avenue, Riverhead, New York, on Saturday, July 26<sup>th</sup>, 2014 and Sunday, July 27<sup>th</sup>, 2014, between the hours of 11:00 a.m. and 7:00 p.m., is hereby approved; and be it further

**RESOLVED**, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than July 1, 2014**; and be it

further

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

**RESOLVED**, that this approval is subject to receipt of an updated Certificate of Insurance containing the correct policy effective date(s) **no later than June 1, 2014**; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Native Events, Inc., P.O. Box 116, Ridge, NY, 11961; 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 #220

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT BETWEEN COUNTY OF SUFFOLK AND TOWN OF RIVERHEAD FOR PUBLIC SAFETY ANSWERING POINT SERVICES AND ALLOCATION OF E-911 SURCHARGE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the three digit number 911 is a nationally recognized and applied telephone number which may be used to summon emergency assistance and to eliminate delays caused by lack of familiarity with emergency numbers and by understandable confusion in a moment of crisis; and

**WHEREAS**, the enhanced emergency telephone service known as “enhanced 911 or E-911” provides substantial benefits beyond basic 911 systems though the provision of selective routing and automatic number and location identifications thereby reducing response time of emergency services and represent a fail-safe emergency telephone system technology; and

**WHEREAS**, there is considerable costs associated with the upgrading and maintenance of an enhanced 911 system within the County of Suffolk; and

**WHEREAS**, pursuant to New York State County Law Article 6-A and Laws of Suffolk County Chapter 441 §§441-1 through 441-16, each telephone corporation or voice-over-internet protocol service which provides local exchange access service within the 911 service area is authorized to impose a surcharge per access line per month and remit a percentage of the surcharge monies collected to the County of Suffolk to pay for the costs of implementing, installing and maintaining E-911; and

**WHEREAS** pursuant to §441-16 of the Laws of Suffolk County “no less than 20% of the surcharge monies remitted to the County of Suffolk shall be allocated to the public safety answering points, excluding the County of Suffolk “ (note, as of this date there exists twelve public safety answering points, to wit: Suffolk County Police Department and Suffolk County Fire Rescue and Emergency Services, together with ten other public safety answering points throughout Suffolk County consisting of mainly Town and/or Village Police Departments, including Town of Riverhead Police Department).

**NOWHEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an Agreement between County of Suffolk and Town of

Riverhead for public safety answering point services and allocation of E-911 surcharge monies; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PSAP Agency Agreement**

**This Agreement ("Agreement")** is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Police Department ("Department")**, located at 30 Yaphank Ave, Yaphank, New York 11980, and the **Town of Riverhead (PSAP Agency)**, a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to facilitate the greatest level of 911 service to the residents of Suffolk County by providing the PSAP Agency a share of the surcharge monies remitted to the County. A "Public Safety Answering Point" ("**PSAP**") is defined as the communications facility which first receives 911 calls from persons within the 911 service area and which may, as appropriate, directly dispatch the services of a public safety agency or extend, transfer, relay or otherwise route 911 calls to the appropriate public safety agency.

**Term of Agreement:** January 1, 2014 through December 31, 2018.

**Payment Provision:** The PSAP shall be paid an amount equal to one-tenth (1/10) of twenty percent (20%) of the actual surcharge moneys remitted to the County by E-911 service providers for calendar year 2014, in accordance with the provisions of Article II. Amounts for each of the calendar years 2015, 2016, 2017 and 2018 shall be calculated in the proportion determined by the Suffolk County E-911 Commission.

**Terms and Conditions:** Shall be as set forth in Article I through V; attached and incorporated herein.

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

**Town of Riverhead**

**County of Suffolk**

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

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

Sean M. Walter  
Supervisor

Dennis M. Cohen  
Chief Deputy County Executive

Fed. Taxpayer ID 11-6001935

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

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

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

**Approved:**  
Suffolk County Police Department

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

Edward Webber  
Police Commissioner

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

Sean M. Walter, Supervisor

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

**Approved As To Form**  
**Dennis M. Brown, County Attorney**

**Reviewed and Recommended:**

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

Basia Deren Braddish  
Assistant County Attorney

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

Matthew F. Jones  
Enhanced 911 Project Coordinator

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

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

## List of Exhibits

### **Article I      General Terms and Conditions**

1. PSAP Agency Responsibilities
2. PSAP Agency Personnel
3. Furniture, Fixtures, Equipment, Materials, Supplies
4. 911 Program Records
5. Audit of Books and Records
6. County Supervision
7. Termination Rights
8. Indemnification and Defense
9. Addresses for Notices, Claims, Reports
10. Intergovernmental Coordination
11. Independent Parties
12. Assignment
12. Cost Reduction
13. Merger; No Oral Changes
14. Set-Off Rights
15. Governing Law
16. No Waiver
17. Cooperation on Claims
18. No Intended Third party Beneficiaries

### **Article II      Financial Terms and Conditions**

1. General Payment Terms
2. Payments Subject to Post-audit Adjustment
3. Contingency
4. Cost Reductions
5. Agreement Subject to Appropriation of Funds
6. Budget Deficit Plans

### **Article III      Suffolk County Legislative Requirements**

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

### **Article IV      Report Formats**

1. Suffolk County Enhanced Claim Form (2 pages)
2. Monthly Expenditure Report (1 page)
3. Enhanced 911 ALI Discrepancy Form (1 page)

### **Article V      Part IV Regulatory Local Laws Chapter 278, Emergency Telephone System**

**Article I**  
**General Terms and Conditions**

**1. PSAP Agency Responsibilities**

- A. The PSAP Agency agrees to provide the services required under this Agreement in a skillful manner, to the best of its ability, and further agrees to comply fully with the rules and regulations, criteria and guidelines for expenditure controls heretofore adopted or to be adopted by the County, as well agreeing to comply with applicable standards imposed by New York State and the County.
- B. The PSAP Agency is responsible for answering either direct or transferred 911 calls for Emergency Service.
  - i) The PSAP Agency is responsible for insuring that all calls are answered in a timely fashion.
  - ii) The PSAP Agency shall be responsible for insuring that the Dispatchers, Call Takers or any other personnel answering 911 calls are properly trained and are certified to provide Emergency Medical Dispatch through the Medical Priority Training Protocol.
  - iii) The PSAP Agency shall have a written policy to handle overflow 911 calls
- C. In the event a PSAP Agency cannot provide Emergency Medical Dispatch to a 911 caller requiring a response, the call shall be conferenced with County Fire Rescue as soon as possible.
- D. The PSAP Agency shall transfer all 911 calls originating outside its jurisdiction to the appropriate 911 agency pursuant to existing local practices and protocols.
- E. The PSAP Agency shall be responsible for assisting in correcting improper address information as displayed by the Enhanced 911 System. All discrepancies should be faxed or e-mailed to the Police Department as soon as possible, by use of a form in substantially the format set forth in Article IV, entitled "Report Formats."
- F. It shall be the duty of the PSAP Agency to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in accordance with the provisions of this Agreement.
- G. The PSAP building, security and back-up procedures shall be in conformance with the minimum standards set forth at 21 NYCRR Part 5203
- H. The PSAP Agency shall not take any action that is inconsistent with the provisions of this Agreement.

**2. PSAP Agency Personnel**

- A. The PSAP Agency represents and warrants that it has and shall continually possess during the term, and that its employees, agents and subcontractors have and shall continually possess during the term, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform, including compliance with the minimum standards regarding basic training for all call-takers/dispatchers, as set forth in 21 NYCRR Part 5201.
- B. The PSAP Agency agrees that it shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with subparagraph (A) above. Such documentation shall be kept, maintained and available for inspection by the County upon twenty-four (24) hours notice

- C. The PSAP Agency shall provide the County with relevant policies regarding the personnel qualifications of professional employees and that these policies shall be subject to approval by the County.
- D. D. The PSAP shall comply with minimum standards regarding staffing of public safety answering points, as set forth in 21 NYCRR Part 5202.

**3. Furniture, Fixtures, Equipment, Materials, Supplies**

- A. The PSAP shall comply with minimum standards regarding equipment, as set forth in 21 NYCRR Part 5203

**B. Purchase Practices**

- i. The PSAP Agency agrees to follow all the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost.

**C. Interest of County**

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the PSAP Agency and paid for or reimbursed to the PSAP Agency by or from the County funds received by the PSAP Agency pursuant to the terms of this Agreement or any prior agreements.

Upon i) the termination of this Agreement or of any subsequent renewal thereof, ii) the discontinuance of the business of the PSAP Agency, iii) the failure of the PSAP Agency to comply with the terms of this Agreement, iv) the bankruptcy of the PSAP Agency, v) an assignment for the benefit of its creditors, or vi) the failure of the PSAP Agency to satisfy any judgment against it within thirty (30) days of filing, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same thereupon become property of the County without any claim for reimbursement on the part of the PSAP Agency. As directed by the County, the PSAP Agency shall attach identifying labels on said property indicating the interest of the County.

**D. Inventory, Records, Controls and Reports**

The PSAP Agency shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to this Agreement and all prior agreements, if any, pursuant to Chapter 441 of the Suffolk County Code. Three (3) months before the termination date of this Agreement, the PSAP Agency shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the PSAP Agency on a form or forms designated by the County, certified and signed by and authorized official of the PSAP Agency, and one (1) copy thereof shall be delivered to the County with five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination date of this Agreement, the PSAP Agency shall submit to the County six (6) copies of the same report updated to the termination date of this Agreement, certified and signed by an authorized official of the PSAP Agency, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid termination date, and revised, if necessary, to include any inventory changes during the last three (3) months of the term of this Agreement.

**E. Protection of Property in PSAP Agency's Custody**

The PSAP Agency shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. In the event of burglary, theft, disappearance or vandalism of any item of furniture, fixtures, equipment, materials or supplies, the PSAP Agency shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss or damage to any item of furniture, fixtures, equipment, materials or supplies from any cause, the PSAP Agency immediately shall send the County a detailed, written report thereon.

**F. Disposition of Property in PSAP Agency's Custody**

Upon termination of the County's funding of the Program covered by this Agreement or by any renewal hereof, or at any other time that the County may direct, the PSAP Agency shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the PSAP Agency's custody in which the County has a proprietary interest, in the same condition as such property was received by the PSAP Agency, reasonable wear and tear expected. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

**4. 911 Program Records**

The PSAP Agency shall maintain records for the 911 Program, which will permit the reporting of progress of each service on a monthly basis. Such reports shall be submitted on forms to be provided or approved by the County in accordance with the instructions therefore. Such reports shall be in the format attached as Exhibit C, but shall not necessarily be limited to the information specified therein.

**5. Audit of Books and Records**

- A. The PSAP Agency agrees to keep the books of account and records, and other evidence pertaining to operations under this Agreement, and to establish a system of bookkeeping and accounts which are in accordance with generally accepted real estate practice. All of the books and records shall be physically located in the PSAP Agency's office located in New York State and shall be retained for three (3) years after the end of this Agreement.
- B. The PSAP Agency shall permit inspection of the books and records described in paragraph 5(A) above by the Commissioner of the Department of Police and the Suffolk County Comptroller (the "**Comptroller**") and shall be made available for reasonable audit by the Comptroller or his duly designated representative. Such access shall be granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information, or financial information that is privileged or confidential

**6. County Supervision**

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of the County's Enhanced 911 Commission (reference Exhibit F).

**7. Termination Rights**

If the PSAP Agency fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall deem it in its best interest to terminate the Agreement or its obligations with respect to any identifiable part of this program, it shall have the right to do so by giving ten (10) days prior written notice by registered or certified mail to the PSAP Agency of such termination. The PSAP

Agency may terminate this Agreement at its option by giving sixty (60) days prior written notice to the County by registered or certified mail. Upon Termination, the PSAP Agency shall discontinue services.

**8. Indemnification and Defense**

- A. To the fullest extent permitted by law, the PSAP Agency agrees that it shall keep, save and hold harmless and defend the County, its officers, officials, employees, contractors, and agents, of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from any fault or negligence by the PSAP Agency, its officers, officials, employees, contractors, agents, or representatives in connection with this Agreement, or any failure on the PSAP Agency's part to comply with any of the covenants, terms and conditions contained in this Agreement.
- B. To the fullest extent permitted by law, the County shall keep, save and hold harmless and defend the PSAP Agency of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from any fault or negligence by the County, its officers, officials, employees, contractors, agents, or representatives in connection with this Agreement, or any failure on County's part to comply with any of the covenants, terms and conditions contained in this Agreement

**9. Addresses for Notices, Claims, Reports**

- A. Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or PSAP Agency or their designated representative at the following addresses or at such other address that may be specified in writing by the parties:

**For the County:** Suffolk County Police Department  
Matthew F. Jones  
30 Yaphank Ave  
Yaphank, NY 11980

**For the PSAP Agency:**

Riverhead Town Police Department, Chief of Police  
210 Howell Avenue  
Riverhead, NY 11901

- b. In the event the PSAP receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the PSAP shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the PSAP.

**For the County:** Suffolk County Police Department  
Commissioner  
30 Yaphank Ave  
Yaphank, NY 11980

and

Suffolk County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building

100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For the PSAP Agency:** Southold Town Hall  
Sean M. Walter, Supervisor  
200 Howell Avenue  
Riverhead, NY 11901

Riverhead Police Department  
Chief David J. Hegermiller  
210 Howell Avenue  
Riverhead, NY 11901

- C. Notices sent shall be deemed delivered on the date they are mailed or deposited with a nationally recognized overnight courier service.
- D. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**10. Intergovernmental Coordination**

The PSAP Agency shall coordinate all liaisons with units of federal, state and local governments in connection with the program through the Department.

**11. Independent Party**

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

**12. Assignment**

The PSAP Agency shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

**13. Merger; No Oral Changes**

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

**14. Set-Off Rights**

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

by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

**15. Governing Law**

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

**16. No Waiver**

It shall not be construed than any failure or forbearance of either party to enforce any provision of this Agreement in any particular instance or instances is a waiver of that provisions. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

**17. Cooperation on Claims**

The PSAP Agency and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with this Agreement.

**18. No Intended Third party Beneficiaries**

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

**End of Text for Article I**

**Article II**  
**Financial Terms and Conditions**

**1. General Payment Terms**

Pursuant to Chapter 441 of the Suffolk County Code, the County shall pay the PSAP Agency quarterly, within sixty (60) days of the end of each quarter. The amount paid to the PSAP Agency shall be calculated based upon actual surcharge moneys remitted to the County by the service providers under Chapter 441 of the Suffolk County Code, in the proportions determined by the Suffolk County E-911 Commission. Adjustments shall be made to the quarterly payments to reflect actual surcharge monies remitted to the County.

The PSAP Agency recognizes that the County is a municipal corporation whose financial obligations are strictly regulated by statute. In order for payment to be made by the County to the PSAP for the services under this Agreement, the PSAP Agency must prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter. Once submitted by the PSAP Agency, the PSAP Agency shall have satisfied its obligation to request payment hereunder.

Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the term or any extension thereof. This provision shall survive expiration or termination of this Agreement for a period of not less than seven (7) years, and access to records shall be as set for thin paragraph of this Agreement.

**2. Payments Subject to Post-audit Adjustment**

All payments made hereunder are subject to audit and adjustment by the Comptroller of the County pursuant to Article V of the Suffolk County Charter and by the State or Federal Government.

**3. Contingency**

This Agreement is subject to and contingent upon the County of Suffolk's continuance as a participating County in the Enhanced 911 Program and upon approval of the County's Enhanced 911 Commission for the applicable County Operating Budget year.

**4. Cost Reduction**

The PSAP Agency agrees that where a minimum level of service is not provided the County may require a modification in PSAP Agency staff and other cost factors or may terminate this Agreement after giving notice in accordance with paragraph 10, entitled "Termination Rights" and paragraph 11, entitled "Addresses for Notices, Claims, Reports".

**5. Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the Suffolk County Legislature and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement and actually collected.

**6. Budget Deficiency Plans**

The County has imposed and may impose budget deficiency plan(s). Upon written notification from the Department, the PSAP Agency shall comply with the same restrictions as are imposed upon the Department, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

**Article III**  
**Suffolk County Legislative Requirements**

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

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

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

**Required Form:**

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

**2. Living Wage Law**

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

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

**Required Forms:**

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

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

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

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

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

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

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

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

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

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

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

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

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

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

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

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

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

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

**Required Forms:**

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

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

**5. Gratuities**

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

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

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

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

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil

action against the County in any jurisdiction or any judicial or administrative forum.

**10. Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

**11. Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

**12. Safeguarding Personal Information of Minors**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

**13. Suffolk County Local Laws Website Address**

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

**End of Text for Article III**

**Article IV**

**Report Formats**

**Consists of the following three reports:**

- A. **Suffolk County Enhanced Claim Form** (consists of 2 pages)
- B. **Monthly Expenditure Report** (consists of 1 page)
- C. **Enhanced 911 ALI Discrepancy Form** (consists of 1 page)

**Article V**

**Minimum Standards Regarding Direct Dispatch of All emergency Services  
21 NYCRR Part 5200  
(as may from time to time be amended)**

TOWN OF RIVERHEAD

Resolution # 221

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER  
(19<sup>th</sup> Annual East End Garden Festival – May 8<sup>th</sup> through 11<sup>th</sup>, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on March 3, 2014, Peconic Bay Medical Center, submitted a Chapter 90 Application for the purpose of conducting their “19<sup>th</sup> Annual East End Garden Festival”, a fundraiser for the hospital, having the sale of plants, flowers and shrubs to be held at the Tanger Outlet Center (Section 1) located at 200 Tanger Mall Drive, Riverhead, New York, on May 8<sup>th</sup> through May 11<sup>th</sup>, 2014 between the hours of 9:00 a.m. and 6:00 p.m.; and

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

**WHEREAS**, Peconic Bay Medical Center has completed and filed a Short Form 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 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 Peconic Bay Medical Center for the purpose of conducting their “19<sup>th</sup> Annual East End Garden Festival”, a fundraiser for the hospital, having the sale of plants, flowers and shrubs to be held at the Tanger Outlet Center (Section 1) located at 200 Tanger Mall Drive, Riverhead, New York, on May 8<sup>th</sup> through May 11<sup>th</sup>, 2014 between the hours of 9:00 a.m. and 6:00 p.m., is hereby approved; and be it further

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

**RESOLVED**, that any tent installations, including the obtainment of any necessary tent permits, and any all electric shall comply with the applicable provisions

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

**RESOLVED**, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 30, 2014**; 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 the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Candace Porter, 1300 Roanoke Avenue, Riverhead, New York 11901 and Tanger Outlet Center, Attn: Janine Nebons, 200 Tanger Outlet Mall Drive, 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 # 222

**RATIFIES THE REAPPOINTMENT OF MEMBER TO THE RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

**WHEREAS**, Janis Leonti was appointed to the Open Space Committee by resolution #858 adopted on September 15, 2009 for a term expiring September 15, 2011 and has been held over since expiration of said term; and

**WHEREAS**, the Town Board wishes to ratify the reappointment of Janis Leonti for a two year term such that the term will be deemed to have commenced on January 15, 2013 and will expire on January 15, 2015; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby reappoints Janis Leonti to the Open Space Committee for a two year term such that the term will be deemed to have commenced on January 15, 2013 and will expire on January 15, 2015; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Janis Leonti, 76 Fern Road, Baiting Hollow, NY 11933 and the Open Space Committee; 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 # 223

**RATIFIES THE REAPPOINTMENT OF MEMBER TO THE RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Chapter 14-§14-40 of the Riverhead Town Code entitled “Open Space/Park Preserve Committee” causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee (commonly referred to as the “Open Space Committee”) consisting of five representatives from the community at large appointed by the Town Board for staggered two-year terms; and

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

**WHEREAS**, Kathy Goodale was appointed to the Open Space Committee by resolution #279 adopted on April 20, 2011 for a two year term expiring May 2013 and has been held over since expiration of said term; and

**WHEREAS**, the Town Board wishes to ratify the reappointment of Kathy Goodale for a two year term such that the term will be deemed to have commenced on January 15, 2014 and will expire on January 15, 2016; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby reappoints Kathy Goodale to the Open Space Committee for a two year term such that the term will be deemed to have commenced on January 15, 2014 and will expire on January 15, 2016; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Kathy Goodale, 195 Oak Drive, Calverton, NY 11933 and the Open Space Committee; 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 # 224

**RATIFIES THE REAPPOINTMENT OF MEMBER TO THE RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Chapter 14-§14-40 of the Riverhead Town Code entitled “Open Space/Park Preserve Committee” causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee (commonly referred to as the “Open Space Committee”) consisting of five representatives from the community at large appointed by the Town Board for staggered two-year terms; and

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

**WHEREAS**, Marjorie Acevedo was appointed to the Open Space Committee by resolution #545 adopted on July 6, 2011 for a two year term expiring July 2013 and has been held over since expiration of said term; and

**WHEREAS**, the Town Board wishes to ratify the reappointment of Marjorie Acevedo for a two year term such that the term will be deemed to have commenced on January 15, 2014 and will expire on January 15, 2016; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby reappoints Marjorie Acevedo to the Open Space Committee for a two year term such that the term will be deemed to have commenced on January 15, 2014 and will expire on January 15, 2016; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Marjorie Acevedo, 60 Dogwood Drive, Wading Riverhead, NY 11792 and the Open Space Committee; 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 # 225

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF  
CHARLES HYDELL (NORTH FORK WOOD DESIGN)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Charles Hydell, President of North Fork Wood Design, posted cash security in the sum of One Hundred Fifty Dollars (\$150.00) representing 5% site plan security for improvements to be completed at 713 & 817 Pulaski Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-124-2-24, pursuant to Section 108-133 (l) of the Riverhead Town Code; and

**WHEREAS**, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #21037 and that the Planning Department is satisfied with the completed site improvements.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$150.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles Hydell, 150 Henry's Lane, Peconic, New York, 11958; 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 # 226

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF  
MCGANN-MERCY DIOCESAN HIGH SCHOOL**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to Riverhead Town Board Resolution #906, dated October 3, 2006, McGann-Mercy Diocesan High School posted cash security in the sum of Nine Hundred Twenty-Five Dollars (\$925.00) representing 5% site plan security for the reconstruction of an existing parking area and construction of tennis courts with fencing and lighting located at 1225 Ostrander Avenue, Riverhead, New York, further described as Suffolk County Tax Map #0600-82-3-6, pursuant to Section 108-133 (l) of the Riverhead Town Code; and

**WHEREAS**, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #24926 and that the Planning Department is satisfied with the completed site improvements.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$925.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to McGann-Mercy Diocesan High School, 1225 Ostrander Avenue, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 227

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDORS  
FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 10<sup>th</sup>, 2014 issue of the News-Review Newspaper.

**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 TO BIDDERS**

**Sealed bids for 2014 SNACK VENDOR SERVICES FOR the Town of Riverhead at each of the following locations: Stotzky Park (Skate Park inclusive), Riverhead; Wading River Beach; Police Officer's Memorial Park; Reeves Beach; Horton Avenue Pocket Park; Two Bears Pocket Park; Unity Pocket Park; Grangebél Park and Millbrook Pocket Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on APRIL 24, 2014.**

**(Individual or all locations may be bid on.)**

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

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

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

**All bids are to be submitted in a sealed envelope bearing the designation BIDS FOR 2014 SNACK VENDOR SERVICES.**

**Dated: Riverhead, New York  
April 1, 2014**

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

**Diane M. Wilhelm, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 228

**APPROVES CHAPTER 90 APPLICATION OF  
STARFISH JUNCTION PRODUCTIONS LLC  
(North Fork Horseradish Festival – April 12, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on February 20, 2014, Starfish Junction Productions LLC submitted a Chapter 90 Application for the purpose of conducting a “North Fork Horseradish Festival”, to include food and craft sales, and musical entertainment, to be held at the Hallockville Museum Farm at 6038 Sound Avenue, Riverhead, New York on Saturday, April 12, 2014, between the hours of 11:00 a.m. and 5:00 p.m.; and

**WHEREAS**, Starfish Junction Productions LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

**WHEREAS**, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617; and

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

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

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

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

**RESOLVED** that the Chapter 90 Application of Starfish Junction Productions LLC for the purpose of conducting a “North Fork Horseradish Festival”, to include food and craft sales, and musical entertainment, to be held at the Hallockville Museum Farm at 6038 Sound Avenue, Riverhead, New York on Saturday, April 12, 2014, between the hours of 11:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than April 3, 2014; and be it further

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

**RESOLVED**, that the necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions 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 be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Starfish Junction Productions LLC, 226 North Fehr Way, Bay Shore, New York, 11706 and Hallockville Museum Farm, 6038 Sound Avenue, Riverhead, New York, 11901; and be it further

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

### THE VOTE

Giglio <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 # 229

**SETS DATE AND TIME OF 5<sup>TH</sup> ANNUAL  
“GREAT RIVERHEAD CARDBOARD BOAT RACE”**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board and the Riverhead Business Improvement District believe in promoting community events in Downtown Riverhead; and

**WHEREAS**, the Riverhead Town Board and the Riverhead Business Improvement District have undertaken the task of organizing a riverfront event known as the fifth annual “Great Riverhead Cardboard Boat Race”; and

**WHEREAS**, the Peconic Riverfront is an excellent location for a cardboard boat race; and

**WHEREAS**, the interested parties can contact the Riverhead Business Improvement District or Councilman George Gabrielsen; and

**WHEREAS**, the fifth annual “Great Riverhead Cardboard Boat Race” will be free of charge and open to all.

**NOW, THEREFORE, BE IT RESOLVED**, that the fifth annual “Great Riverhead Cardboard Boat Race” will be held on the Peconic Riverfront in downtown Riverhead at 12:00 p.m. on June 29, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Business Improvement District, the Engineering Department, the Town Board, the Chief of Police, the Town Clerk, the Highway Superintendent, and the Chief of the Riverhead Fire 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 # 230

**REAPPOINTS MEMBER TO THE RIVERHEAD  
LANDMARKS PRESERVATIONS COMMISSION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on June 20, 2006, the Town Board adopted Chapter 73 “Landmark Preservation” of the Town Code of the Town of Riverhead; and

**WHEREAS**, Chapter 73, Section 73-2 of the Landmarks Preservation Law authorized the Town Board to appoint seven members to serve on the Landmarks Preservation Commission; and

**WHEREAS**, pursuant to the provisions of Chapter 73, Section 73-2(C) the commission members are to be appointed for three-year terms.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby reappoints James McManmon to the Landmarks Preservation Commission for a three-year term expiring April 2017; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to James McManmon; 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 # 231

**EXTENDS BID CONTRACT FOR CORROSION CONTROL CHEMICAL  
FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Carus Phosphates, Inc., d/b/a/ CalciQuest, Inc., was awarded the bid for Corrosion Control Chemical by Resolution #120346 adopted May 1, 2012; and

**WHEREAS**, said bid document allows for the contract to be extended for two (2) one-year terms; and

**WHEREAS**, the Riverhead Water District requested that the bid be extended pursuant to the terms of the award document and the Town Board adopted Resolution #130295 on April 2, 2013, extending the contract to May 1, 2013; and

**WHEREAS**, the above-named vendor agreed to extend the contract until May 1, 2015, at the original bid amount of \$5.13 per gallon of product as indicated on the attached bid form; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for Corrosion Control Chemical be and is hereby extended to May 1, 2015, at the current bid price of \$5.13 per gallon, said extension being the second and final extension under the terms of the original contract; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carus Phosphates, Inc., d/b/a CalciQuest, Inc., 181 Woodlawn Avenue, Belmont, NC, 28012; 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



**BID FORM FOR CHEMICALS  
CORROSION CONTROL CHEMICAL (PO4)  
BID #2012-19-RWD**

**PLEASE READ CAREFULLY**

1. 0 - 1000 gals. of product:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
2. 1001 - 2000 gals. of product:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
3. 0 - 1000 gals. of product point to point:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
4. 1001 - 2000 gals. of product point to point:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.



**BID FORM FOR CHEMICALS  
CORROSION CONTROL CHEMICAL (PO4)  
BID #2012-19-RWD**

**PLEASE READ CAREFULLY**

1. 0 - 1000 gals. of product:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
2. 1001 - 2000 gals. of product:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
3. 0 - 1000 gals. of product point to point:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.
  
4. 1001 - 2000 gals. of product point to point:
  - (a) One (1) drop \$ 5.13 Price per gal.
  - (b) Two (2) or more drops  
(maximum of four [4] drops) \$ 5.13 Price per gal.

TOWN OF RIVERHEAD

Resolution # 232

**EXTENDS BID CONTRACT FOR WELL AND PUMP TESTING  
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Victor Elefante Technical Services was awarded the bid for well and pump testing services by Resolution #120267 adopted April 3, 2012, for a one-year period to April 3, 2013, extended to April 3, 2014, by Resolution #130196 adopted March 5, 2013; and

**WHEREAS**, the Riverhead Water District has requested that the bid be extended for one (1) year pursuant to the terms of the award document, which would constitute the first extension under the terms of the award document; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until April 3, 2015, per the attached bid sheet; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for well and pump testing services be and is hereby extended to April 3, 2015, per the attached bid proposal; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934; 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



## **RWD Riverhead Water District**

Gary J. Pendzick, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

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### **Bid Extension Notice**

To: Victor Elefante  
Victor Elefante Technical Services

From: Riverhead Water District

Date: March 18, 2014

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump testing services will expire on April 3, 2014.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 3, 2015, at the current bid price attached to this notice. This will be the second and final extension under the terms of the contract.

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

Date: MARCH 18, 2014

VICTOR ELEFANTE TECHNICAL SERVICES

Victor Elefante  
Authorized Signature

VICTOR ELEFANTE

Title: President

APPENDIX B

**BID PROPOSAL  
RIVERHEAD WATER DISTRICT  
WELL AND PUMP TESTING, EVALUATION, REPORTING  
and INFORMATION MANAGEMENT**

**ITEM 1 - Well & Pumps Testing, Evaluation, Reporting & Information Management**

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 595<sup>00</sup>
  
- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 175<sup>00</sup>
  
- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 140<sup>00</sup>
  
- \*IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0<sup>00</sup>

**ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment**

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.  
  
Hourly rate based upon the assumption  
Of 10 hrs per well @ \$140/hour \$ 1400<sup>00</sup>
  
- \*II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0<sup>00</sup>

**BID PROPOSAL (continued)**

**ITEM 3 - Power Cost Reduction Services**

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140<sup>00</sup> per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2450<sup>00</sup>

\*Attach certification and/or licences

TOWN OF RIVERHEAD

Resolution # 233

**AWARDS BID FOR DRY HYDRATED LIME**  
**(CALCIUM HYDROXIDE)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for dry hydrated lime; and

**WHEREAS**, bids were received, opened and read aloud on the 27<sup>th</sup> day of February, 2014, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for dry hydrated lime (calcium hydroxide) be and is hereby awarded to Long Island Cauliflower Association per the attached; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Long Island Cauliflower Association, 139 Marcy Avenue, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**BID FORM - SPECIFICATIONS FOR:  
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

**PLEASE READ CAREFULLY**

**DRY HYDRATED LIME** (calcium hydroxide)-delivered and unloaded at sites (Bid may be quoted for Option A or Option B, or both Option A and Option B):

**OPTION A:**

0 - 200 50-lb. bags of product

(a) One (1) drop \$ 10.00 per 50-lb bag

(b) Two (2) or more drops (maximum of five [5] drops) \$ 10.00 per 50-lb bag

**OPTION B:**

201-400 50-lb. bags of product

(a) One (1) drop \$ 10.25 per 50-lb bag

(b) Two or more drops (maximum of five [5] drops) \$ 10.25 per 50-lb bag

TOWN OF RIVERHEAD

Resolution # 234

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE TO BIDDERS FOR WELL & PUMP EMERGENCY SERVICE FOR THE WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for well and pump service for the Riverhead Water District in the April 10, 2014, issue of *The News-Review*, and be it further

**RESOLVED**, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department.

**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 **WELL & PUMP SERVICE** for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00** a.m. on **April 29, 2014**.

Bid Specifications and/or may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m., or by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov). Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WELL & PUMP SERVICE – BID #RWD-21-2014**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS FOR WELL AND PUMP SERVICE**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

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 # 235

**ADOPTS A LOCAL LAW AMENDING CHAPTER 101 ENTITLED  
“VEHICLES AND TRAFFIC” OF THE RIVERHEAD TOWN CODE  
(ARTICLE X. SNOW EVENTS)**

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 101 entitled “Vehicles and Traffic” of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 4<sup>th</sup> day of March 2014 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled “Vehicles and Traffic”, of the Riverhead Town Code at its meeting held on April 1, 2014. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 101  
VEHICLES AND TRAFFIC  
ARTICLE X. Snow Events**

§101-43. Purpose.

The Town Board of the Town of Riverhead does hereby find that there exists a threat to public safety any time that snow, freezing rain, sleet, or ice is permitted to accumulate on Town highways and roadways. The parking or abandonment of vehicles along the highways and roadways during snow and other winter weather related events prohibits and/or restricts the Town’s ability to remediate the hazardous conditions on the highways and impedes the ability of fire, police, and ambulance vehicles and personnel to provide necessary services to Town residents. For the above reasons, the Town Board of the Town of Riverhead finds it necessary to enact legislation prohibiting parking and standing of vehicles on Town highways and roadways in anticipation of and during major snow or winter weather events and such other restrictions related to highway safety during snow and other related winter weather events. A snow or winter storm emergency declaration shall be made by the Supervisor or his designee. Such declaration shall be made at the discretion of the Supervisor when weather conditions are forecasted or exist such that the accumulation of snow, freezing rain, sleet, or ice on any roadway will render vehicle travel potentially hazardous and necessitate snow removal operation or such other remediation efforts to address a winter storm by the Town.

§101-44. Declaration of Snow or Winter Storm Emergency.

The Town Supervisor or his designee shall declare a snow emergency or winter storm emergency in a signed written notice to the Town Clerk or Deputy Town Clerk within 24 hours of said declaration. Said notice shall become effective immediately after signing and shall indicate date and exact time of the declaration. The Chief of Police and Superintendent of Highways shall be notified immediately following a snow or winter storm emergency declaration.

The Supervisor or his designee shall notify at least one local radio station immediately following a snow or winter storm emergency declaration and the Supervisor or his designee may cause same to be posted on the Town’s official website.

The snow or winter storm emergency declaration shall be in effect until such time as a snow or winter storm emergency termination has been received by the Town Clerk or Deputy Town Clerk in accordance with §108-46 of this Article.

§101-45. Parking prohibited during snow emergency.

No parking is permitted on either side of any roadway during a snow or winter storm emergency declaration between the hours of 8:00 p.m. and 6:00 a.m. pursuant to §101-44 of this Article.

§101-46. Snow emergency termination.

A.

The termination of a snow or winter storm emergency shall be declared by the Supervisor or his designee. Such termination shall be made at the discretion of the Supervisor when snow removal operations or such other required remediation efforts have been completed to the satisfaction of the Supervisor.

B.

The Supervisor or his designee shall declare a snow or winter storm emergency termination in a signed written notice to the Town Clerk or Deputy Town Clerk. Said notice shall become effective immediately upon receipt and shall include the date and exact time of the snow emergency termination. The Chief of Police and Superintendent of Highways shall be notified immediately following a snow or winter storm emergency termination.

C.

The Supervisor or his designee shall notify at least one local radio station immediately following a snow or winter storm emergency termination.

D.

The snow or winter storm emergency termination shall nullify any provisions or conditions resulting from a snow or winter storm emergency declaration as provided for in this article.

§108-47. Depositing of snow prohibited.

It is prohibited to shovel, plow or otherwise deposit snow onto any roadway in the Town of Riverhead.

§101-48. Penalties for offenses.

A. Any vehicle parked on any highway within the Town of Riverhead during a snow or winter storm emergency between the hours of 8:00 p.m. and 6:00 a.m. as set forth in §101-44 and §101-45 shall be deemed to affect the ability of the Town to remediate hazardous roadway conditions or create a hazardous condition and/or impede or potentially impede the ability of fire, police, highway and ambulance vehicles and personnel to provide necessary services to Town residents on that portion of the public highway which said vehicle is parked such that said vehicle may be removed by the Riverhead Town Police or other personnel so authorized by the Town Board as set forth in 101-22 and all procedures set forth in 101-22, including payment of all fees related to

storage and removal, shall apply to vehicles removed from the highway pursuant to this provision.

B. Any person, association, firm or corporation, owner or occupant which violates §101-47 shall be guilty of a violation punishable by a fine of not less than \$250. Each day the violation continues shall constitute a separate additional violation.

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

Dated: Riverhead, New York  
April 1, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 236

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN  
AGREEMENT WITH PACE ANALYTICAL SERVICES, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead has from time to time, contracted with Holzmacher, McLendon & Murrell, P.C. (H2M) for professional services for the Riverhead Water District, Riverhead Sewer District, Calverton Sewer District, and Riverhead Scavenger Waste District; and

**WHEREAS**, Pace Analytical Services, Inc. (PASI) purchased that part of H2M that was responsible for providing laboratory or analytical testing services; and

**WHEREAS**, PASI has submitted a proposed agreement to the Riverhead Water District for analytical testing services and other services as more fully set forth in the attached agreement; and

**WHEREAS**, laboratory testing services have been held to be specialized services that fall within the professional services exception to competitive bidding requirements; and

**WHEREAS**, the Riverhead Water District, Riverhead Sewer District, Calverton Sewer District, and Riverhead Scavenger Waste District have requested that a professional services agreement with PASI be executed in substantially the form attached.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement with PASI in substantially the form attached; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Pace Analytical Services, Inc., 575 Broad Hollow Road, Melville, New York 11747, the Riverhead Water District, Riverhead Sewer District, Calverton Sewer District, and Riverhead Scavenger Waste District, the Purchasing Department, the Office of the Town Attorney and the Office of Accounting; and be it further

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

**CONTRACT FOR  
ENVIRONMENTAL LABORATORY SERVICES/ WATER QUALITY TESTING SERVICES**

As of \_\_\_\_\_, 20\_\_\_, the RIVERHEAD WATER DISTRICT (hereinafter referred to as the "DISTRICT"), a municipal corporation of the State of New York, having its principal office at 1035 Pulaski Avenue, Riverhead New York 11901 acting by and through its Board of Commissioners (hereinafter referred to as the "BOARD") and PACE ANALYTICAL SERVICES, INC. (hereinafter referred to as "PASI"), with principal offices located at 1800 Elm Street in Minneapolis, Minnesota 55414, and other facilities as listed in Exhibit A, have, for good and valuable consideration, hereby entered into an agreement, as follows:

**A. SCOPE OF WORK.**

PASI, being in the business of providing analytical testing services and possessing the necessary licenses, certifications and accreditations, shall provide professional laboratory services to the DISTRICT to meet the annual testing requirements set forth by the Suffolk County Department of Health. In addition, PASI shall provide for any special testing requirements that are set forth from time to time by the US Environmental Protection Agency or the New York State Department of Health, or are otherwise requested by the DISTRICT. In performing the services, PASI will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession.

**B. ORDERS AND CHANGE ORDERS.**

Orders for PASI's services may be made by submission of a completed Chain-of-Custody (hereinafter referred to as "COC") form or written authorization from a DISTRICT project manager. All such orders for services shall be governed by the terms and conditions contained in this Agreement. If conflicts arise, precedence will be given to this Agreement. Authorized officers of PASI and the DISTRICT may alter this Agreement, or agree to be bound by additional Agreements only if agreed to in writing by both parties.

**C. DATA REQUIREMENTS.**

PASI shall manage all the data requirements for analyses to meet DISTRICT requirements and shall be responsible for the selection of outside laboratories, where required. PASI shall provide for the appropriate preservation of samples and their shipment, as well as provide quality control review of all data.

**D. AS-NEEDED AVAILABILITY.**

PASI recognizes that it is providing an essential professional service to the DISTRICT and shall at all times endeavor to be available to the DISTRICT to meet its emergency requirements on an as-needed basis.

**E. DISTRICT TRAINING AT NO CHARGE.**

PASI shall offer training at no charge to the DISTRICT for DISTRICT personnel in sampling procedures and techniques so as to ensure that the required quality control protocol is properly maintained.

**F. PRICES.**

PASI shall perform testing and analysis in accordance with EXHIBIT B (Price List) or by specific quote, if one is requested, for the actual tests conducted. Once a year, PASI may submit an updated Price List to the DISTRICT for its consideration and approval, which shall be reasonably given. In addition, upon request and subject to additional charges, PASI will supply any raw data, analytical records, standard operating procedures, or any other materials needed to validate sample results.

**G. INVOICES.**

PASI shall prepare invoices on a project-specific or monthly basis, as required. DISTRICT shall pay invoices within thirty (30) days of receipt (hard copy and/or electronic data deliverable) of invoice, or such earlier date agreed upon in the COC documentation. Overdue payments for undisputed charges may be subject to interest charges of one and one half percent (1.5%) or the maximum rate permissible by law, whichever is less, per month or portion thereof from the due date until the date of payment.

**H. WARRANTIES.**

PASI hereby warrants that:

- 1) the equipment and facilities are suitable to perform such Services;
- 2) its personnel are properly trained about the substances which may be involved with the Services as well as their hazardous nature and potential risks;
- 3) it possesses and maintains all licenses and certifications required to perform the services ordered by the DISTRICT

These warranties are the sole and exclusive warranties, express or implied, given by PASI in connection with any services performed, or any results generated from

such services, and PASI gives and makes no other representation or warranty of any kind, express or implied.

**I. TURNAROUND TIMES.**

Upon timely delivery of samples, PASI will meet mutually agreed upon turnaround times. All turnaround times will be calculated from the date of Sample Delivery Acceptance, except in the case of changes (see J. below). Sample Delivery Acceptance is the point in time when PASI has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies.

**J. CHANGES.**

DISTRICT may initiate changes to the scope of work after Sample Delivery Acceptance, including but not limited to, increasing, decreasing, suspending or terminating the work, changing test and analysis specifications, or acceleration in the performance of the work. If the scope of the project changes or unforeseen problems arise after Sample Receipt and Inspection, PASI reserves the right to renegotiate the turnaround time with DISTRICT. Such changes will be mutually agreed to and documented in writing by both parties and may result in a re-negotiation of costs or turnaround time commitment. PASI's acceptance of such changes are contingent upon technical feasibility and operational capacity.

**K. SAMPLE RECEIPT AND INSPECTION.**

Within two (2) days of sample receipt, PASI will inform DISTRICT if, for any reason, PASI cannot proceed with the work. At that time, DISTRICT may direct PASI to:

- 1) perform the analyses with the understanding that the requirements may not be met,
- 2) send the samples to another laboratory, or
- 3) cancel the analyses and return the sample to DISTRICT.

If DISTRICT directs PASI to use method variations to its standard or recommended procedures and PASI agrees, DISTRICT shall hold PASI harmless from all claims, damages, and expenses arising out of DISTRICT's direction.

**L. RISK OF LOSS TO DISTRICT.**

Prior to Sample Receipt and Inspection, the entire risk of loss or damage to samples remains with DISTRICT. In no event will PASI have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from PASI's premises, except where PASI provides courier service, in which case, PASI shall be responsible for damage to samples while in PASI's custody.

**M. RISK OF LOSS TO PASI.**

If PASI causes samples to be lost, damaged, aerated or improperly diluted during or after log-in and inspection, PASI shall be liable to DISTRICT under the "Remedies" set forth below. Risk of loss or damage to samples passes to PASI upon completion of log-in and inspection.

**N. RESULTS / WORK PRODUCT.**

Results generated by PASI from the analysis of samples or work product generated in the performance of the services, are provided by PASI strictly for the use of the DISTRICT only; PASI is not responsible for the use of such Results by third parties. All Results should be considered in their entirety, and PASI is in no way responsible for the separation, detachment, or other use of any portion of the Results.

Should the DISTRICT use results that are subsequently determined not to meet PASI's warranties described above, then PASI's compensation for those services only may be adjusted based upon mutual agreement. In no case shall DISTRICT unreasonably withhold PASI's right to independently defend its data.

**O. REMEDIES.**

DISTRICT's sole and exclusive remedy for the breach of warranty in connection with any services performed by PASI will be limited to repeating such services, or refunding in full or in part fees paid by DISTRICT for such services. PASI's obligation to repeat any services with respect to any samples will be contingent on the DISTRICT providing additional samples, at PASI's request.

**P. FORCE MAJEURE.**

PASI shall not be liable for failure or delay in performance which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of PASI. Such causes and circumstances include, but are not limited to, acts of God, acts or orders of any governmental authority, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, or any other cause beyond PASI's reasonable control. PASI shall communicate promptly (i.e., within 48 hours) in writing should any of the aforementioned failures or delays occur.

**Q. GENERAL LIMITATION ON LIABILITY.**

PASI's liability for all other causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the cost of the analysis. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within the period of limitations set forth in the state from which the samples are obtained or longer as specified in the site specific attachment after PASI's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall PASI be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

**R. CONDITIONS FOR NON-PAYMENT.**

PASI understands that payment for services may be withheld for analytical results that are determined by DISTRICT to be invalid (i.e., unusable), for reasons such as the following:

- 1) Failure of PASI to analyze samples within the EPA holding times specified for the methods requested (provided DISTRICT has delivered samples)
- 2) Analysis of samples by PASI by methods other than specified, or failure to conduct analyses in accordance with the site specific attachment or the most current version of PASI's QUALITY MANUAL and SOPs.
- 3) Failure of PASI to comply with quality control requirements, where sample conditions do not preclude their being obtained.

**S. INTELLECTUAL PROPERTY RIGHTS.**

The DISTRICT shall own the Services performed pursuant to this Agreement upon payment in full for them. Notwithstanding the foregoing, PASI's analytical methods, instruments, techniques, laboratory information management system, QA/QC protocols, scientific procedures and know-how are proprietary and belong solely to PASI whether or not developed, modified or amended in the course of services to DISTRICT.

**T. INDEMNIFICATION.**

PASI shall defend, indemnify and hold harmless DISTRICT from and against any and all fines, loss, damage, injury, liability to or death of any person (including an employee of PASI) or for loss of or damage to property (including any and all loss, damage, injury, liability and claims thereof for any patent, copyright or trademark

infringement or trade secret misappropriation resulting directly from PASI's performance of the Work, including provision of material and designs by PASI, and use of tools and other equipment by or for PASI in any connection therewith) or for loss or damage arising from liens or claims of material-men or laborers, including claims and reasonable attorneys' fees relating to any of the foregoing, only to the extent resulting from PASI's negligent performance of this Agreement or the Services. Neither PASI nor DISTRICT shall settle or compromise any such litigation without the consent of the other if such settlement or compromise obligates the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reason of such settlement or compromise.

DISTRICT shall indemnify and hold harmless PASI from and against any and all claims, suits judgments, losses, liabilities, expenses, payments, taxes, duties, fines, and/or other costs (including, but not limited to, liability to a third party) arising out of: a) accidents occurring during the transport of any sample of DISTRICT by contract courier caused by DISTRICT or otherwise beyond PASI's control, or b) negligence by DISTRICT in the use, evaluation, or application of results provided by PASI.

If a request for Services states expressly that the Services are emergency-response Services, PASI shall defend, indemnify and hold harmless DISTRICT from and against any and all fines, loss damage, injury, liability to or death of any person (including an employee of PASI or an Indemnatee) or loss of or damage to property (including the property of an Indemnatee) or for loss or damage arising from liens or claims of material-men or laborers, or patent infringement, including claims and reasonable attorneys' fees relating to any of the foregoing, only to the extent that PASI is negligent.

#### **U. INSURANCE.**

PASI shall maintain the following insurance and all insurance that may be required under the laws, ordinances and regulations of any governmental authority in force during the performance of services under this Agreement:

- 1) Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over PASI's employees who are engaged in the performance of the work.
- 2) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance including Contractual Liability to cover liability assumed under

this Agreement. The limit of liability for such insurance shall not be less than \$1,000,000 combined single limit per occurrence.

- 3) Automobile Liability (Bodily Injury and Property Damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, on all owned, non-owned, and hired vehicles.
- 4) Professional Liability Insurance with a limit of \$2,000,000 to cover events of contractor negligence or contractual breach under this Agreement.

Before commencing the work hereunder, PASI shall provide DISTRICT with certificates or other documentary evidence of the above insurance (including a copy of the additional insured endorsement required below) satisfactory to DISTRICT.

The above insurance shall include a requirement that the insurer provide DISTRICT with thirty (30) days' prior written notice of any cancellation or material change of the insurance. The insurance specified herein shall contain a waiver of subrogation against DISTRICT, if applicable, and include DISTRICT as an additional insured in matters covered by this Agreement.

#### V. INSPECTION AND DATA RETENTION.

The DISTRICT has the right, at all reasonable times, to inspect, or otherwise evaluate the Services performed. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Services.

PASI shall retain all pertinent records relating to the services performed for 12 years following submission of a report. DISTRICT shall have the option to retain any records regarding services performed for DISTRICT that PASI intends to destroy. Record retention requested by DISTRICT beyond PASI's stated record retention period may have an associated fee.

#### W. COMPLIANCE WITH ENVIRONMENTAL LAWS.

PASI shall dispose of DISTRICT's samples 30 days after the analytical report is issued, unless instructed in writing to store them for an alternate period of time, or to return such samples to DISTRICT, in a manner consistent with U. S. Environmental Protection Agency regulations, or other applicable federal, state or local requirements. Any samples for projects that are canceled, not accepted or for which return was requested, will be returned to DISTRICT at its own expense. PASI reserves the right to return to DISTRICT any sample or unused portion of a

sample that is not within PASI's permitted capability or the capabilities of PASI's designated waste disposal vendor(s). ALL MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO DISTRICT at DISTRICT cost.

**X. NOTICE.**

Any correspondence and notifications under this Agreement shall be made to:

**DISTRICT:**

Attn: Gary Pendzick

Telephone: (631) 727-3205

Facsimile: (631) 369-4608

**PASI:**

Attn: Stuart Murrell

Telephone: (631) 694-3040 X1202

Facsimile: (631) 420-8436

**Y. TERM.**

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice to the other party. Upon any termination PASI shall cooperate in returning all data or information supplied by DISTRICT. DISTRICT shall reimburse PASI for all services performed as of the effective date of termination.

If at the time of such termination a DISTRICT authorization for Services is outstanding, the terms of this Agreement shall continue to apply to such Services until the work is completed.

**Z. CONFIDENTIALITY.**

PASI agrees (a) to hold in trust and maintain confidential, (b) not to disclose to others without prior written approval from DISTRICT, (c) not to use for any purpose, other than such purpose as may be authorized in writing by DISTRICT, and (d) to prevent duplication of and disclosure to any other party any information received from DISTRICT or developed or otherwise obtained by PASI under this Agreement. The foregoing obligations of confidence, nondisclosure and nonuse shall not apply to any information to the extent that PASI can show that

such information was in the possession of PASI prior to receipt from DISTRICT, such information is or becomes knowledge generally available to the public other than through PASI's acts or omissions, or such information is subsequently received by PASI on a non-confidential basis from a third party not bound by a similar confidentiality agreement.

**AA. MISCELLANEOUS PROVISIONS.**

- I. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of this Agreement, the intent of the parties being that the provision be severable.
- II. This Agreement, and the site specific attachments designated herein, constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by DISTRICT and PASI.
- III. The validity, interpretation, and performance of this Agreement shall be governed, by and construed in accordance with the laws of the State of Minnesota. Provision headings of this Agreement are intended solely for convenient reference and shall not define, limit or affect their interpretation.

**AGREED:**

**DISTRICT**

**PASI**

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

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

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

Name: Joann M. Slavin

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

Title: General Manager

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

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

**EXHIBIT A**  
**Pace Analytical Services, Inc.**  
**List of Facilities**

Asheville, NC  
Charlotte, NC  
Indianapolis, IN  
Dallas, TX  
St. Rose, LA  
Minneapolis, MN  
Billings, MT  
Ormond Beach, FL  
Pompano Beach, FL  
Columbus, OH  
Seattle, WA  
Virginia, MN  
Green Bay, WI  
Greensburg, PA  
Schenectady, NY  
Melville, NY  
Lenexa, KS  
San German, PR (Pace Analytical, Inc.)

**EXHIBIT B**  
**Pace Analytical Services, Inc.**  
**Price List**

**Riverhead Water District**  
**Laboratory Pricing**  
**2014**

<b><u>Parameter (1)</u></b>	<b><u>Unit Cost</u></b>
Coliform Bacteria (Total and Ecoli)	\$12.00
Inorganic Chemicals:	
Group 1 Chemicals	\$99.00
Group 2 Chemicals	\$59.00
Group 3 Chemicals	\$95.00
Group 4 Chemicals	\$60.00
Perchlorate	\$75.00
Nitrate	\$15.00
Nitrite	\$15.00
THM and HAA's	\$225.00
POC's (Volatiles Method 524)	\$265.00
Lead and Copper ( 30 samples required in 2016)	\$20.00
Arsenic	\$30.00
Organic Chemicals & Pesticides (SOC)	\$1,245.00
Includes: Methods 505,515.1,525.2,531.1,547,548, 549	
Method 504	\$80.00
Radiologicals:	
Gross Alpha	\$50.00
Gross Beta	\$55.00
Radium 226	\$95.00
Radium 228	\$90.00
Sample Pick up at Riverhead Water District	\$24.00
Bacteria Speciation	\$75.00

(1) Requirements based on expected County sampling protocol, the 2014 letter has not been received as of this time.

**Riverhead Water District**

**2014 PRICING**

**UNIT COSTS**

**Parameter**

**Per Sample Cost**

**UCMR 3 LIST 1**

**(Sampling In September 2013 & March 2014)**

EPA 522	1,4 Dioxane	\$300.00
EPA 524.3	* Volatiles	\$280.00
EPA 537 (SUB)	* Perfluorochemicals	\$400.00
EPA 200.8 (SUB)	* Metals	\$150.00
EPA 218.7 (SUB)	Hexavalent Chromium	\$150.00
EPA 300.1	Chlorate	\$120.00

\*Field Blanks are required for these methods and are billable if there is a positive detect in the associated sample.

04.01.14  
140237

TABLED

TOWN OF RIVERHEAD

Resolution # 237

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO AMEND CHAPTER 18 OF THE  
RIVERHEAD TOWN CODE ENTITLED "CODE OF ETHICS"**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 18 of the Riverhead Town Code entitled, "Code of Ethics", once in the April 10, 2014 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15<sup>th</sup> day of April 2014 at 7:10 p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics" of the Riverhead Town Code as follows:

**CHAPTER 18  
CODE OF ETHICS**

**§ 18-4. Standards of conduct.**

K. Avoidance of conflicts.

- (2) No person who, by appointment or election, holds the position as a member of the Town Board, Planning Board, Zoning Board of Appeals, Architectural Review Board, Board of Assessment Review, Conservation Advisory Council or Ethics Board shall serve as an executive board member of a Town, ~~e~~County, ~~s~~State or ~~n~~National committee of a duly recognized political party committee or any subdivision thereof shall hold appointive office on the Planning Board, Zoning Board of Appeals, Architectural Review Board, Board of Assessment Review or Conservation Advisory Council.

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

Dated: Riverhead, New York  
April 1, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

04.01.14  
140238

TABLED

TOWN OF RIVERHEAD

Resolution # 238

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO AMEND CHAPTER 18 OF THE  
RIVERHEAD TOWN CODE ENTITLED "CODE OF ETHICS"**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 18 of the Riverhead Town Code entitled, "Code of Ethics", once in the April 10, 2014 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15<sup>th</sup> day of April 2014 at 7:15 p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics" of the Riverhead Town Code as follows:

**CHAPTER 18  
CODE OF ETHICS**

**§ 18-4. Standards of conduct.**

K. Avoidance of conflicts.

- (2) ~~No person who, by appointment or election, shall serve as an executive board member of a Town, county, state or national committee of a political party committee or any subdivision thereof shall hold appointive office on the Planning Board, Zoning Board of Appeals, Architectural Review Board, Board of Assessment Review or Conservation Advisory Council.~~

No elected Town Official or member of the Town Board, Planning Board, Zoning Board of Appeals, Architectural Review Board, Board of Assessment Review, Conservation Advisory Council or Ethics Board, shall serve as an executive board member of a Town, County, State or National duly recognized political party.

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

Dated: Riverhead, New York  
April 1, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

04.01.14  
140239

TABLED

TOWN OF RIVERHEAD

Resolution # 239

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO ENACT CHAPTER 26A OF THE  
RIVERHEAD TOWN CODE ENTITLED "TERM LIMITS"**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to enact Chapter 26A of the Riverhead Town Code entitled, "Term Limits", once in the April 10, 2014 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15th day of April 2014 at 7:05 p.m. to consider a local law enacting Chapter 26A entitled "Term Limits" of the Riverhead Town Code as follows:

**CHAPTER 26A  
TERM LIMITS**

**§ 26A-1. Legislative intent.**

The purpose of this chapter is to increase the accountability of Town Board members by limiting the number of terms of office.

**§ 26A-2. Town Board Term Limitations**

No member of the Town Board shall serve more than a total of twelve years, be it six two year terms of office, three four year terms or any such combination thereof, as the case may be, regardless of whether those terms are served consecutively. This limitation on the number of terms served shall commence with the November 2015 election for Town Board, terms of office held prior to the November 2015 election shall not be counted for purposes of limitation of terms.

**§ 26A-3. Supersession of state law.**

This chapter is enacted pursuant to the authority contained in Municipal Home Rule Law § 10(1)(ii)(a)(1) and, to the extent that the provisions of this chapter are inconsistent, is intended to supersede the provisions of Town Law § 24 and limit the number of terms of office held by a Town Board member.

**§ 26A-4. When effective; applicability.**

This chapter shall be effective upon filing with the Secretary of State and shall apply to the Town Board members elected in November 2015 and all Town Board members elected thereafter.

Underline represents additions

Dated: Riverhead, New York  
April 1, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 240

**AMENDS RESOLUTION 283 OF 2013 TO PROVIDE FOR MONITOR REGARDING  
LAND CLEARING PERMIT TO HERITAGE-RIVERHEAD RETAIL DEVELOPERS, LLC  
- THE SHOPS AT RIVERHEAD (COSTCO)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by resolution 283, adopted on April 2, 2013, a land clearing permit was granted to Heritage-Riverhead Retail Developers, LLC as the owner of the subject property located at 1754 Old Country Road, Riverhead, New York; and

**WHEREAS**, the Town wishes to amend the permit to include a condition that a monitor be employed during the term of the land clearing permit.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, be and hereby, amends resolution 283 of 2013 to provide for Jeffrey L. Seeman to act as a monitor at the site for the term of the land clearing permit with the cost to be paid by the applicant; and be it further

**RESOLVED**, that the Supervisor is hereby authorized an agreement with Jeffrey L. Seeman for acting as a monitor; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., attorney for Heritage-Riverhead Retail Developers, LLC, 616 Roanoke Avenue, Riverhead, NY 11901; and be it further

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

**THE VOTE**

Giglio Yes No  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 241

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 37  
ENTITLED "RETIREMENT" OF THE RIVERHEAD TOWN CODE  
(Article V)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 10, 2014, 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 37 entitled "Retirement" 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

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**PUBLIC NOTICE  
TOWN OF RIVERHEAD**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6th day of May, 2014, at 2:05 p.m., to consider a local law amending Chapter 37 entitled "Retirement" of the Riverhead Town Code as follows:

**CHAPTER 37  
ARTICLE V**

EARLY RETIREMENT INCENTIVE PROGRAM  
FOR ELIGIBLE FULL-TIME EMPLOYEES WHO ARE POLICE OFFICERS AND  
MEMBERS OF THE RIVERHEAD POLICE BENEVOLENT ASSOCIATION, INC., (PBA)  
OR MEMBERS OF THE SUPERIOR OFFICERS ASSOCIATION, INC., (SOA) OR  
ELIGIBLE FULL-TIME EMPLOYEES WHO ARE MEMBERS OF THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC., (CSEA), OR ELIGIBLE FULL-TIME EMPLOYEES  
PURSUANT TO INDIVIDUAL CONTRACT/RESOLUTION

Section 37-24 Legislative Intent and Findings:

The Town of Riverhead is pleased to offer an early retirement incentive program ("ERIP") in order to bridge budget deficits. This plan is strictly voluntary, and is designed to support positive employee morale by reducing or eliminating the need for involuntary lay-offs.

This ERIP is the result of a cooperative effort among the Town of Riverhead (Town), the Riverhead Police Benevolent Association, Inc., (PBA); the Riverhead Superior Officers Association, Inc., (SOA); and the Civil Service Employees Association, Inc., (CSEA), as well as full-time employees pursuant to individual contract/resolution.

Section 37-25 The Eligibility Group:

The eligibility group is the set of individuals who will be offered the opportunity to participate in the ERIP.

Section 37-26 Eligibility Requirements:

- A. Full-time PBA or SOA bargaining unit members who: (i) have at least 20 years of credited service in the New York State Police and Fire Retirement System ("the NYSPFRS") as of May 21, 2014; (ii) are eligible for and actually retire and vest into the NYSPFRS on or before December 31<sup>st</sup>, 2014; (iii) are employed by the Town on the day before the effective date of their retirement; (iv) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (v) are

one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an "Eligible Employee"; or

- B. Full-time CSEA bargaining unit members who: (i) have at least 20 years of credited service in the New York State and Local Retirement System (NYSLRS) as of May 21, 2014; (ii) and will be at least 55 years of age on the retirement effective date; (iii) are eligible for and actually retire and vest into the NYSLRS on or before December 31<sup>st</sup>, 2014; (iv) are employed by the Town on the day before the effective date of their retirement; (v) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (vi) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an "Eligible Employee"; or
- C. Full-time employees pursuant to individual contract/resolution who: (i) have at least 20 years of credited service in the New York State and Local Retirement System (NYSLRS) as of May 21, 2014; (ii) and will be at least 55 years of age on the retirement effective date; (iii) are eligible for and actually retire and vest into the NYSLRS on or before December 31<sup>st</sup>, 2014; (iv) are employed by the Town on the day before the effective date of their retirement; (v) are not resigning for purposes of retirement pursuant to any prior Stipulation of Agreement with the Town or any State-offered retirement or separation incentive or similar program; and (vi) are one of the employees to fully comply with all of the terms and conditions set forth in the Incentive. Those employees shall be eligible to participate in this Incentive and shall be referred to as an "Eligible Employee".
- D. The Eligible Employee must deliver to the Town Supervisor, by no later than September 3, 2014, an unaltered irrevocable letter of resignation for retirement purposes in the form attached to the Town Incentive-related documents prepared by the Town, referencing that retirement is to be effective on or before December 31, 2014.
- E. In order for this incentive to be activated, a minimum number of respective unit members and/or employees, to be determined by the Town in its sole discretion on or about September 16, 2014, must opt for the Incentive. In the event the Incentive is not activated, any resignation letter tendered by an employee will be deemed null and void, and the Eligible Employee may continue working in the Town. The employee may also elect to resign his/her position for retirement purposes, but will not receive the Incentive.
- F. This Incentive is effective solely for the 2014 calendar year.
- G. The Eligible Employee must, at the time of submitting the unaltered irrevocable letter of resignation for retirement purposes referenced in

Section 37-26 (D) above, execute the unaltered Waiver and General Release of Claims form attached to the retirement incentive-related documentation prepared by the Town.

- H. An Eligible Employee shall forfeit eligibility for this Incentive if he/she opts for any retirement or separation incentive offered pursuant to New York State law during the 2014 calendar year.
- I. Additional eligibility requirements are set forth elsewhere in this Agreement.

Section 37-27 BENEFIT:

A. Fully paid health insurance premiums by the Town for a period of forty-eight (48) months following an Eligible Employee's retirement for all Eligible Employees who are enrolled in a family health insurance plan at the time of their retirement and who remain enrolled in a family health insurance plan for this forty-eight (48) month period. In the event an Eligible Employee dies during this forty-eight (48) month period, the Town shall pay twenty-five percent (25%) of the cost of health insurance for the deceased employee's eligible dependents, at the time of death, for the remaining months of this forty-eight (48) month period of time, in accordance with applicable provisions of the New York State Health Insurance Program and applicable law. After the first forty-eight (48) months, the Town's contribution of health insurance premiums shall be as per the parties' applicable collective bargaining agreement or contract/resolution.

1. An Eligible Employee who is eligible for health insurance coverage may choose not to enroll because the Eligible Employee is covered under another health insurance plan, e.g., the employee is covered as a dependent on the spouse's health insurance plan. If an Eligible Employee's coverage under the other health insurance plan ends, the Eligible Employee may enroll under the New York State Health Insurance Program without being subject to the normal waiting period for late enrollment, provided an application is made within 30 days of the end of the other coverage.

The following procedures apply to enroll such an Eligible Employee:

(a) The Eligible Employee obtains documentation from the former insurer which indicates that he or she had health insurance coverage and the termination date of coverage. (e.g., HIPAA creditable coverage letter.)

2. The effective date of coverage will be determined as follows by the Enrollment System:

- (a) If the request for coverage is made on or before the date the other coverage ends, coverage will become effective on the day following the date the other coverage ends.
- (b) If the request for coverage is made no more than one month after the other coverage ends, coverage will become effective on the first day of the month following the month in which the Eligible Employee requests coverage.
- (c) If the request for coverage is made more than one month after the other coverage ends, the coverage will become effective the first day of the third month following the month in which the Eligible Employee requests coverage.
- (d) For those Eligible Employees who choose not to enroll in the Town's health insurance plan because the Eligible Employee is covered under another health insurance plan, the Town shall pay the Eligible Employee a lump sum payment in the amount of \$2,400.00 annually which shall be payable in the last month of the year the Eligible Employee chooses not to enroll in the Town's health insurance plan. In the event the Eligible Employee is qualified and chooses to opt in to the Town's health insurance plan during the first forty-eight (48) month period following an employee's retirement, the Eligible Employee shall receive a pro-rated lump sum payment for the full month(s) that the Eligible Employee did not receive the Town's health insurance plan.

-or-

- B. A lump sum payment of \$500.00 per month (which shall be issued with a timely IRS Form W-2, Wage and Tax Statement), payable in quarterly installments, for a period of forty-eight (48) months following an employee's retirement for all Eligible Employees who are enrolled in an individual health insurance plan at the time of their retirement, for which the Town contributes 100% of the premium cost, and who remain enrolled in an individual health insurance plan for this forty-eight (48) month period. In the event an Eligible Employee dies during this forty-eight (48) month period, the Town shall continue to make these payments to the Eligible Employee's spouse or legal representative for the remaining months of this forty-eight (48) month period of time.

1. An Eligible Employee who is eligible for health insurance coverage may choose not to enroll because the Eligible Employee is covered under another health insurance plan, e.g., the employee is covered as a dependent on the spouse's health insurance plan. If an Eligible Employee's coverage under the other health insurance plan ends, the Eligible Employee may enroll under the New York State Health Insurance Program without being subject to the normal waiting period for late enrollment, provided an application is made within 30 days of the end of the other coverage.

The following procedures apply to enroll such an Eligible Employee:

(a) The Eligible Employee obtains documentation from the former insurer which indicates that he or she had health insurance coverage and the termination date of coverage. (e.g., HIPAA creditable coverage letter.)

2. The effective date of coverage will be determined as follows by the Enrollment System:

(a) If the request for coverage is made on or before the date the other coverage ends, coverage will become effective on the day following the date the other coverage ends.

(b) If the request for coverage is made no more than one month after the other coverage ends, coverage will become effective on the first day of the month following the month in which the Eligible Employee requests coverage.

(c) If the request for coverage is made more than one month after the other coverage ends, the coverage will become effective the first day of the third month following the month in which the Eligible Employee requests coverage.

(d) For those Eligible Employees who choose not to enroll in the Town's health insurance plan because the Eligible Employee is covered under another health insurance plan, the Town shall pay the Eligible Employee an additional lump sum payment in the amount of \$2,400.00 annually which shall be payable in the last month of the year the Eligible Employee chooses not to enroll in the Town's health insurance plan. In the event the Eligible Employee is qualified and chooses to opt in to the Town's health insurance plan during the first forty-

eight (48) month period following an employee's retirement, the Eligible Employee shall receive a pro-rated lump sum payment for the full month(s) that the Eligible Employee did not receive the Town's health insurance plan.

C. Eligible Employees who are SOA or PBA bargaining unit members shall remain eligible for the "Severance" payment pursuant to Article XV of the parties' collective bargaining agreement except that Eligible Employees shall not be required to provide four months notice of their intent to retire. Instead, Eligible Employees shall receive the "Severance" payment provided they comply with the notice provisions of the Incentive set forth in Section 37-26 (D) and (G) above. However, notwithstanding any contrary practice or provision in the parties' collective bargaining agreement, any contractual payment due to an Eligible Employee for unused leave time upon retirement shall be spread out and paid in equal quarterly installments as a separate payment during the three fiscal years immediately following the effective retirement date of the Eligible Employee.

D. INAPPLICABILITY OF OTHER CONTRACTUAL INCENTIVES:

Notwithstanding anything to the contrary in the collective bargaining agreement(s) between the Town and the PBA, SOA and CSEA, or individual contract/resolution, any Eligible Employee who opts for this Incentive shall be deemed ineligible for any resignation or retirement incentive provided for in that collective bargaining agreement/contract/resolution.

E. RATIFICATION AND APPROVAL:

The terms and conditions of this Incentive are anticipated to be ratified and approved by the Town Board on May 21, 2014.

F. INVALIDITY OR ILLEGALITY:

If any provision of this Incentive is deemed to be invalid by any court, administrative agency or other entity of competent jurisdiction, then this entire Incentive shall be deemed null and void from its inception.

- Underline represents addition(s)

Dated: Riverhead, New York  
April 1, 2014

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 242

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #14-11 March 20, 2014 (TBM 4/1/14)</b>			
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun Total</b>	<b>Totals</b>
GENERAL FUND	1	1,561,201.40	1,561,201.40
RECREATION PROGRAM FUND	6	9,333.32	9,333.32
HIGHWAY FUND	111	241,855.40	241,855.40
WATER DISTRICT	112	162,733.31	162,733.31
RIVERHEAD SEWER DISTRICT	114	112,595.71	112,595.71
REFUSE & GARBAGE COLLECTION DI	115	226,586.57	226,586.57
STREET LIGHTING DISTRICT	116	14,159.11	14,159.11
AMBULANCE DISTRICT	120	3,671.94	3,671.94
EAST CREEK DOCKING FACILITY FU	122	1,400.19	1,400.19
CALVERTON SEWER DISTRICT	124	10,113.62	10,113.62
RIVERHEAD SCAVENGER WASTE DIST	128	45,555.68	45,555.68
WORKERS' COMPENSATION FUND	173	169,620.32	169,620.32
RISK RETENTION FUND	175	546.25	546.25
CDBG CONSORTIUM ACOUNT	181	687.55	687.55
TOWN HALL CAPITAL PROJECTS	406	22,430.51	22,430.51
WATER DISTRICT CAPITAL PROJECT	412	17,863.82	17,863.82
TRUST & AGENCY	735	1,283,605.60	1,283,605.60
CALVERTON PARK - C.D.A.	914	26.47	26.47
<b>TOTAL ALL FUNDS</b>		<b>3,883,986.77</b>	<b>3,883,986.77</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

TOWN OF RIVERHEAD

Resolution # 242

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #14-12 March 27, 2014 (TBM 4/1/14)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun Total</b>	<b>Totals</b>
GENERAL FUND	1	116,122.69	116,122.69
POLICE ATHLETIC LEAGUE	4	50.00	50.00
RECREATION PROGRAM FUND	6	8,046.80	8,046.80
HIGHWAY FUND	111	23,387.77	23,387.77
WATER DISTRICT	112	7,753.83	7,753.83
RIVERHEAD SEWER DISTRICT	114	5,434.90	5,434.90
REFUSE & GARBAGE COLLECTION DIST	115	86.30	86.30
STREET LIGHTING DISTRICT	116	229.88	229.88
EAST CREEK DOCKING FACILITY FUND	122	4,808.56	4,808.56
RIVERHEAD SCAVENGER WASTE DIST	128	483.25	483.25
WATER DISTRICT CAPITAL PROJECT	412	69,096.35	69,096.35
TRUST & AGENCY	735	155,617.61	155,617.61
<b>TOTAL ALL FUNDS</b>		<b>391,117.94</b>	<b>391,117.94</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