

3/5/2013

**RESOLUTION LIST:**

- Res. #170 2013 New York State Grant Brownfield Opportunities Area Program Budget Adoption**
- Res. #171 2013 Wading River Dredging Project Budget Adjustment**
- Res. #172 Appoints Director to the Riverhead Business Improvement District Management Association (Isabelle Gonzalez)**
- Res. #173 Accepts Gift from Jamesport Fire Department to be used for Purchase of Equipment to Upgrade the Electrical System at George Young Community Center and Approves General Fund Budget Adjustment Related to Receipt of the Donated Funds**
- Res. #174 Appoints Temporary Secretary to the Board of Assessment (Mary Burns)**
- Res. #175 Grants Excavation Permit as Provided by Chapter 62 of the Riverhead Town Code to Wal-Mart**
- Res. #176 Ratifies the Authorization for the Town Clerk to Post and Publish the Attached Notice to Bidders for the Annual Town-Wide Construction Contract**
- Res. #177 Ratifies the Authorization for the Town Clerk to Publish and Post the Attached Notice to Bidders for the Annual Supply Procurement Contract**
- Res. #178 Amends Resolution #140 (Approves Request for a Leave of Absence (Ezra Fife))**
- Res. #179 Classifies Action on Special Permit of Hampton Jitney and Calls Public Hearing**
- Res. #180 Classifies Action, Declares Lead Agency and Determines Significance on Special Permit of Woolworth Revitalization, LLC and Calls Public Hearing**
- Res. #181 Awards Bid for Heating Fuel Oil 2013**
- Res. #182 202-b Final Order Improvements to Facilities of Riverhead Sewer District to Relocate Existing Sanitary Sewer 841 Old Country Road – Stop & Shop Fuel Facility**

3/5/2013

- Res. #183** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 “Vehicles & Traffic” of the Riverhead Town Code (§101-7. Turns – Elton St. & Roanoke Ave.)
- Res. #184** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 “Vehicles & Traffic” of the Riverhead Town Code (§101-11. No Parking Certain Hours; School Zones – Edgar Ave.)
- Res. #185** Adopts a Local Law to Amend Chapter 108 of the Town Code of the Town of Riverhead Entitled, “Zoning” (Article XXVI – Site Plan Review - §108-132. Contents of Application)
- Res. #186** Adopts Rules and Procedure for Town Board of the Town of Riverhead
- Res. #187** Approves Chapter 90 Application of Alzheimer’s Disease Resource Center, Inc. (Walk to End Alzheimer’s Disease – August 24, 2013)
- Res. #188** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel and Authorizes the Supervisor to Execute a Retainer Agreement (Knightland, Inc.)
- Res. #189** Authorizes the Supervisor to Execute an Agreement with National Association of Drug-Free Employees (NADE)
- Res. #190** Awards Bid for GASB 45 Actuarial Services for Town of Riverhead
- Res. #191** Awards Bid for Type III Ambulance for the Riverhead Ambulance District
- Res. #192** Authorizes the Supervisor to Execute a Data Sharing GIS Agreement with New York State
- Res. #193** Grants Excavation Permit as Provided by Chapter 62 of the Riverhead Town Code to Northville Commerce Park Associates LLC
- Res. #194** Releases Maintenance Security of Osborne Acres, LLC in Connection with the Subdivision Entitled, “Osborne Acres” (One Year Maintenance Security)
- Res. #195** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel and Authorizes the Supervisor to Execute a Retainer Agreement (Constance Partridge)

3/5/2013

- Res. #196** Extends Bid Contract for Well and Pump Testing for the Riverhead Water District
- Res. #197** Extends Bid for Dry Hydrated Lime (Calcium Hydroxide) for Riverhead Water District
- Res. #198** Terminates a Probationary Employee (Jessica Eibs-Stankaitis)
- Res. #199** Appoints an Assistant Recreation Leader to the Recreation Department
- Res. #200** Authorizes Supreme Court Action Against the Owners, Tenants, Occupants and Mortgagees of Premises Located at 162 Founders Path Baiting Hollow, New York (Town of Riverhead, v. Lafurno)
- Res. #201** Authorizes Supreme Court Action Against the Owners, Tenants, Occupants and Mortgagees of Premises Located at 331 Hamilton Avenue, Riverhead, New York; 303 Raynor Avenue, Riverhead, New York; 368 Sweezey Avenue, Riverhead, New York; 379 Sweezey Avenue, Riverhead, New York (Town of Riverhead v. Taylor)
- Res. #202** General Fund Budget Adjustment
- Res. #203** Reappoints a Temporary Groundskeeper I (Paul Bauerfeind)
- Res. #204** Terminates Part-Time Kennel Attendants (Ariel Reichel, Louis Passantino)
- Res. #205** Authorizes Publication of a Help Wanted Advertisement RE: Attendance at Suffolk County Police Academy
- Res. #206** Approves Site Plan of Island Water Park
- Res. #207** Pays Bills

03.05.13  
130170

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 170**

**2013 NEW YORK STATE GRANT**

**BROWNFIELD OPPORTUNITIES AREA PROGRAM**

**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution #533 authorized the supervisor to execute a grant agreement with New York State to provide assistance for the cost of plans for areas affected by brownfield sites and economic distress,

**WHEREAS**, the Town of Riverhead has been awarded this grant and a fully executed contract has been received to assist in the revitalization of the Route 25 Corridor which runs from Tanger to Town Hall,

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

		<u>FROM</u>	<u>TO</u>
099.095031.481001.44030	Transfer from General	63,000	
099.069800.492000.44030	NYS Aid	567,000	
099.069800.543500.44030	Professional Services		567,000
099.069800.511500.44030	Personal Services		63,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Community Development and the 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

03.05.13  
130171

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 171**

**2013 WADING RIVER DREDGING PROJECT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Resolution #83 adopted on 2/5/13 established the Wading River Creek and Beach Erosion Project; and

**WHEREAS**, the Town Engineer is requesting a budget adjustment for additional funds due to permit amendments and modifications for DEC, USACE, and NYS DOS; and

**WHEREAS**, these costs will be the responsibility of the Town in the event FEMA does not reimburse.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
099.072300.493000.44029	FEMA -Aid	4,300	
099.072300.543500.44029	Professional Services		4,300

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130172

ADOPTED

TOWN OF RIVERHEAD

Resolution # 172

**APPOINTS DIRECTOR TO THE RIVERHEAD BUSINESS  
IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead enacted a local law pursuant to Town Board Resolution # 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District; and

**WHEREAS**, the chief fiscal officer is entitled to appoint a person at will to serve as a municipally appointed director in the Town of Riverhead Business Improvement District Management Association, Inc. pursuant to the Business Improvement District Plan and Bylaws; and

**WHEREAS**, the Anthony Coates has resigned from the appointed director position in the Town of Riverhead Business Improvement District Management Association, Inc.; and

**WHEREAS**, the chief fiscal officer wishes to appoint Isabelle Gonzalez as the chief fiscal officer's municipally appointed director in the Town of Riverhead Business Improvement District Management Association, Inc.

**NOW THEREFORE BE IT RESOLVED**, that Anthony Coates' resignation from the appointed director position in the Town of Riverhead Business Improvement District Management Association, Inc. is accepted; and be it further

**RESOLVED**, that Isabelle Gonzalez is hereby appointed as the chief fiscal officer's municipally appointed director in the Town of Riverhead Business Improvement District Management Association, Inc.; 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 Management Association, Inc.: 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

03.05.13  
130173

ADOPTED

TOWN OF RIVERHEAD

Resolution # 173

**ACCEPTS GIFT FROM JAMESPORT FIRE DEPARTMENT TO BE USED FOR PURCHASE OF EQUIPMENT TO UPGRADE THE ELECTRICAL SYSTEM AT GEORGE YOUNG COMMUNITY CENTER AND APPROVES GENERAL FUND BUDGET ADJUSTMENT RELATED TO RECEIPT OF THE DONATED FUNDS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Jamesport Fire Department has regularly used the building and grounds of the George Young Community Center to host recreational activities, including but not limited to, carnivals, parades, bazaars; and

**WHEREAS**, the Jamesport Fire Department seeks to make a gift to the Town in the amount of \$1,157.55 for the purchase of material and equipment necessary to upgrade the electrical system at George Young Community Center; and

**WHEREAS**, pursuant to Town Law 176 (14), the Jamesport Fire Department, by its commissioners, may purchase, gift, devise monies for purposes related to social and recreational activities for the firemen and residents of the district; and

**WHEREAS**, pursuant to New York State Town Law §64-8, the Town may take by gift any real or personal property for public use or benefit; and

**WHEREAS**, the Town Board finds that acceptance of \$1,157.55 to the Town to be used for purchase of material and equipment required by the Town's Engineering Department to upgrade electrical system at the George Young Community Center is in the best interest of the residents of the Town of Riverhead.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Riverhead hereby accepts the gift of \$1,157.55 from the Jamesport Fire Department for the purchase of material and equipment necessary to upgrade the electrical system at George Young Community Center; and be it further

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

	<u>FROM</u>	<u>TO</u>
001.092770.422095 Miscellaneous Revenue	1,157.55	
001.071400.541000 Repairs and Maintenance		1,157.55

and be it further,

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Jamesport Fire Department, Accounting Department and Engineering 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 <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

03.05.13  
130174

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 174**

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**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, 2013 through December 31, 2013; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Mary Burns, 13 Forest Dr, Riverhead, NY 11901, 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 Yes No      Gabrielsen Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130175

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 175**

**GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 OF THE  
RIVERHEAD TOWN CODE TO WAL-MART**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Headriver, LLC is the owner of the subject property located at 1880 Old Country Road, Riverhead, New York Suffolk County tax map number, 600-119.-1-1.2 and

**WHEREAS**, Charles Miller, PE agent for Wal-mart, the tenant of the above referenced property, has petitioned the Town Board for an excavation permit pursuant to Chapter 62 of the Riverhead Town Code for the importation of 4,615 cubic yards of fill and the exportation approximately 4,075 cubic yards of top soil in connection with the construction of a retail store as depicted on a site plan dated February 1, 2013, prepared by Bohler Engineering, PC and

**WHEREAS**, the Town Board has reviewed and considered the application for the aforementioned excavation permit, and

**WHEREAS**, the applicant's Engineers, Bohler Engineering, PC has submitted a site plan dated February 1, 2013, identifying the importation of 4,615 cubic yards of soil and the exportation of 4,075 cubic yards of topsoil, and further, that such importation and exportation of materials will be supported by a manifest from the owner to be approved by the Town of Riverhead's Engineering and Building Departments; and

**WHEREAS**, the Riverhead Town Board approved the subject site plan application by resolution 2007-557 dated June 5, 2007.

**NOW THEREFORE BE IT RESOLVED**, that based upon the forgoing, the Town Board hereby grants the excavation permit requested by the applicant, such excavation permit authorizing the importation of 4,615 cubic yard of soil and the exportation of 4,075 cubic yards of soil in accordance with the application and calculations of Bohler Engineering, PC pursuant to map submitted with the application for excavation date February 1, 2013, and bi it further,

**RESOLVED**, the Building Department is hereby authorized to accept and collect all excavation permit fees concurrently with the issuance of the Building Permit in the amount of \$17,380 dollars representing \$2.00 per cubic yard for the importation and exportation of said soils, in addition to a permit fee of \$100.00; and be it further

**RESOLVED**, that the excavation permit is condition upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday only, be it further,

**RESOLVED**, the applicant grants permission to the Town of Riverhead to randomly oversee the importation and exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of the said project, be it further,

**RESOLVED**, that upon conclusion of the excavation operations, the applicant's engineer will provide certification to the Building Department confirming the total of 4,615 cubic yards was imported onto the property and the total of 4,075 cubic yards of soil was exported from the property, and be it further,

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolute to Charles Miller, PE, Bohler Engineering, 2002 Orville Drive, North, Ronkonkoma, NY 11779; and be it further

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

03.05.13  
130176

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 176**

**RATIFIES THE AUTHORIZATION FOR THE TOWN CLERK TO POST AND PUBLISH  
THE ATTACHED NOTICE TO BIDDERS FOR THE ANNUAL  
TOWN-WIDE CONSTRUCTION CONTRACT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to post and publish the attached Notice to Bidders for the Annual Town-wide Construction Contract in the February 28, 2013 issue of the News Review newspaper; and

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

**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 TO BIDDERS

Sealed proposals for the Annual Town-wide Construction Contract will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 14, 2013 and will be publicly opened and read aloud at 11:00 am on March 15, 2013 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about February 28, 2013 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website:

[www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Town-wide Construction Contract".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to 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.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901

Dated: February 21, 2013

03.05.13  
130177

ADOPTED

TOWN OF RIVERHEAD

Resolution # 177

**RATIFIES THE AUTHORIZATION FOR THE TOWN CLERK TO PUBLISH AND POST  
THE ATTACHED NOTICE TO BIDDERS FOR THE ANNUAL SUPPLY  
PROCUREMENT CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the Annual Supply Procurement Contract in the February 28, 2013 issue of the News Review newspaper; and

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

**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 TO BIDDERS

Sealed proposals for the Annual Supply Procurement Contract will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 14, 2013 and will be publicly opened and read aloud at 11:10 am on March 15, 2013 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about February 28, 2013 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website:

[www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Supply Procurement Contract".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to 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.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901

Dated: February 21, 2013

03.05.13  
130178

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 178**

**AMENDS RESOLUTION #140**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution # 140 was ratified approving a three month non-paid leave of absence for an employee for the period commencing February 25, 2013; and

**WHEREAS**, the employee has requested to delay the start of this approved leave until March 11, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board amends the terms of Resolution # 140 and approves this employee's request for a non-paid leave of absence for the three month period commencing March 11, 2013.

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Ezra Fife, the Town Board of the Town of Riverhead, 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

03.05.13  
130179

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 179**

**CLASSIFIES ACTION ON SPECIAL PERMIT OF  
HAMPTON JITNEY AND CALLS PUBLIC HEARING**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition pursuant to Article XXVIA and Section 108-278 B.(3) of the Riverhead zoning code from Robert Stromski as authorized agent to Hampton Jitney, Inc. to construct a motor coach terminal and maintenance facility on a 13.9ac. parcel zoned Industrial C; such property located at 253 Edwards Avenue, Calverton and more particularly described as SCTM 0600-117-1-8.6, and

**WHEREAS**, the proposal was previously granted special permission whose authority is about to expire due to the use not yet having commenced notwithstanding the applicant's pursuit of it, and

**WHEREAS**, a Full Environmental Assessment Form and supporting documentation were submitted as part of the petition which the Riverhead Planning Department has found to be essentially identical to those subjected to SEQR review for the prior approval and has therefore recommended the instant action be considered Type II pursuant to 6NYCRR Part 617.5(c)(26) as a permit renewal with no material change in permit conditions and scope of permitted activities, and

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

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

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

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's agent Robert Stromski, P.O. Box 1254, Jamesport, NY 11947 and is

directed to publish and post the following notice of public hearing in the March 14, 2013 issue of the Riverhead News Review, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Ave., Riverhead, New York on March 19, 2013 at 7:05 PM to consider the special use permit of Hampton Jitney to construct a motor coach terminal and maintenance facility on a 13.9ac. parcel zoned Industrial C; such property being located at 253 Edwards Avenue Calverton, New York and more particularly described as SCTM 0600-117-1-8.6

Dated: Riverhead, New York  
March 5, 2013

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

03.05.13  
130180

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 180**

**CLASSIFIES ACTION, DECLARES LEAD AGENCY AND DETERMINES  
SIGNIFICANCE ON SPECIAL PERMIT OF WOOLWORTH REVITALIZATION, LLC  
AND CALLS PUBLIC HEARING**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition pursuant to Article XXVIA and Section 108-298 B.(4) of the Riverhead zoning code from Michael Butler, managing partner of Woolworth Revitalization, LLC. to develop a gym of approx. 20,000sq.ft. as an indoor recreation use within an existing building located on a 0.64ac. parcel zoned Downtown Center 1 (DC-1, Main Street); such property located at 130 East Main Street, Riverhead Hamlet and more particularly described as SCTM 0600-129-1-8.2, and

**WHEREAS**, a Full Environmental Assessment Form and supporting documentation were submitted as part of the petition, and

**WHEREAS**, the Riverhead Planning Department has reviewed these materials and has prepared a SEQR report identifying the petition as an Unlisted action pursuant to 6NYCRR Part 617 and further assessing the project's impacts upon the natural and social environment as well as issues pertaining to the considerations and determinations of special permits and has recommended a negative declaration be rendered, and

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

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board declares itself to be the lead agency for the special permit application of Woolworth Revitalization, LLC which it classifies as an Unlisted action for the purposes of SEQR compliance and further declares the action to have no significant environmental impact and that an Environmental Impact Statement need not be prepared, and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to Michael Butler, P.O. Box 92, Sag Harbor, NY 11963 and is directed to publish and post the following notice of public hearing in the March 14, 2013 issue of the Riverhead News Review, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Ave., Riverhead, New York on March 19, 2013 at 7:10 PM to consider the special use permit of Woolworth Revitalization, LLC to develop a gym as an indoor recreation use on a 0.64ac. parcel zoned Downtown Center 1; such property being located at 130 East Main Street, Riverhead Hamlet, New York and more particularly described as SCTM 0600-129-1-8.2

Dated: Riverhead, New York  
March 5, 2013

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

03.05.13  
130181

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 181**

**AWARDS BID FOR HEATING FUEL OIL 2013**

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 HEATING FUEL OIL 2013; and

**WHEREAS**, 3 bids were received and opened at 11:00 am on FEBRUARY 25, 2013 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for HEATING FUEL OIL be and hereby is, awarded to Quogue Sinclair Inc. for +\$.095 (nine and one half cents) per gallon over posting ;and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Quogue Sinclair Fuel Inc., 161 W. Montauk Highway, Hampton Bays, NY 11946.

**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

03.05.13  
130182

ADOPTED

TOWN OF RIVERHEAD

Resolution # 182

**202-b FINAL ORDER IMPROVEMENTS TO FACILITIES OF RIVERHEAD SEWER DISTRICT TO RELOCATE EXISTING SANITARY SEWER 841 OLD COUNTRY RD.-STOP & SHOP FUEL FACILITY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a petition has been filed with the Riverhead Sewer District which will require the increase and improvements to the facilities of the Riverhead Sewer District to relocate an existing sanitary sewer as more particularly shown on the attached map and plan dated January 23, 2013 as prepared by H2M Group as consulting engineers of the Riverhead Sewer District, and

**WHEREAS**, said improvements are proposed at no cost to the district but at proposed cost of \$76,200.00 to the applicant, and

**WHEREAS**, it has been determined that this is an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects, and

**WHEREAS**, in accordance with Section 202-b of the Town Law, a public hearing was held on February 20, 2013, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, upon the proceedings, plans and specifications, and the public hearing, the Town Board of the Town of Riverhead, as governing body of the Riverhead Sewer District hereby determines as follows:

**RESOLVED**, that the improvements to the Riverhead Sewer District as described in the preambles hereof will not have a significant impact upon the environment, and be it further

**RESOLVED**, that improvements as set forth above are in the best interest of the properties served by the Riverhead Sewer District, and be it further

**RESOLVED**, that the improvements are proposed at no cost to the district but at proposed cost of \$76,200.00 to the applicant, and be it further

**RESOLVED**, since district would not undertake these improvements but for need of applicant to move the existing sanitary sewer this resolution is not effective until countersigned by the applicant and is contingent upon payment of all fees and costs by

the applicant with responsibility for any cost increases or costs due to unforeseen circumstances, and be it further

**RESOLVED**, this resolution is contingent upon the granting of a permanent easement for the installation and construction and maintenance of a sewer main, manholes and appurtenances and unobstructed surface access for repair and replacement of same, all costs of title insurance, survey, mapping and recording to be borne by the applicant, 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.

ACCEPTED AND AGREED TO:

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

Dated: \_\_\_\_\_

**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

175 Pinelawn Road, Ste 308 tel 631.756.8000  
Melville, NY 11747 fax 631.393.6322

January 23, 2013

Superintendent Michael Reichel  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Town of Riverhead /Town of Riverhead Sewer District  
841 Old Country Road  
Stop & Shop Fuel Facility – Sewer Main Relocation Map & Plan (Revised)  
H2M File No.: RDSB 12-02**

Dear Superintendent Reichel:

Holzmacher, McLendon & Murrell, P.C. has been retained by the Riverhead Sewer District to prepare this Map & Plan regarding the relocation of the existing sewer main and the 25 foot wide sanitary easement through tax lot 0600-104-02-03 (Riverhead Church of Christ).

This document discusses the following:

- Relocation of existing sewer main.
- The location of the Town of Riverhead Sewer District new 25 foot wide easement.
- Sequence of construction to maintain flow while the relocation is taking place.

### **Background**

A new Stop and Shop fuel facility has been proposed to be constructed at 841 Old Country Road in Riverhead, New York. The facility will be located within tax lot 0600-104-02-01 and a portion within acquired tax lot 0600-104-02-03 (Riverhead Church of Christ). The utility plan layout (Drawing C-4) of the proposed development as prepared by VHB Engineering, Surveying, and Landscaping Architecture, P.C. is shown in Appendix A.

The Sewer District currently has a 25 foot wide sanitary easement for a sewer main that is currently located within tax lot 0600-104-02-03. A subdivision of this lot is proposed to accommodate the new fuel facility. As part of the work for the new facility, the Applicant has requested the existing 8-inch diameter sewer main be relocated to an adjoining new easement within tax lot 0600-104-02-03. The existing sewer lateral will be removed. A new 25 foot wide easement will be centered on the revised route of the proposed 8-inch diameter SDR 35 sewer main through the property as shown in Appendix A.

### **Sanitary Sewer and Easement Relocation**

The existing sanitary sewer main is located 130 feet south of Old Country Road, running approximately 280 feet west through two properties (tax lot 0600-104-02-02 and 0600-104-03) to a sanitary sewer manhole on Ostrander Avenue referred to as MH#2. The system continues south to discharge at the Ostrander Avenue Pump Station.

The proposed fuel facility requires the abandonment of approximately 80 feet of the existing gravity sewer pipe. The preliminary plan of the proposed sewer relocation (Appendix A) indicates the installation of three gravity sewer manholes (SMH #1.1, SMH#1.2 and SMH #1.3), and 100 feet of new 8-inch diameter SDR 35 gravity sewer. The facility will be serviced via a 6-inch diameter SDR 35 building connection. (The diameter of the sewer connection pipe shown on the plan needs to be revised from 4-inch diameter to 6-inch diameter.)

The relocation of the gravity sewer and 25 foot wide easement as proposed is feasible. The necessary easements and/or agreements must be filed in a form acceptable to the Town of Riverhead prior to approval of the final design.

### **Sequence of Construction**

Flow from the existing gravity sewer shall remain undisturbed throughout the construction of the new facility and the new gravity sewer. The flow is minor since there are only a few upstream connections. The duration of work shall be completed within a 24 hour period. The sequence of construction includes, but is not limited to, the following:

1. During low flow conditions, cut and plug existing sanitary pipe at the two locations indicated on the site plan where SMH#1.1 and 1.3 will be installed.
2. Install sewer manhole SMH#1.1 and SMH#1.3.
3. Use a temporary pump to divert flow from SMH#1.1 to SMH#1.3.
4. Install the 8-inch diameter SDR 35 gravity sewer with the wye connection and SMH#1.2.
5. Remove existing 8-inch diameter sewer pipe.
6. Install building lateral.

### **Project Cost Opinion**

Table 1 presents the estimated costs for the construction and installation of the proposed new

Superintendent Michael Reichel  
 Stop & Shop Fuel Facility – Sewer Main Relocation Map & Plan  
 January 23, 2013  
 Page 3 of 3

gravity sewer line, the abandonment of the existing gravity sewer within the original 25 foot wide easement, the wye connection and the building lateral. Removal of the existing structures and pavement is considered to be completed by the applicant prior to the proposed sewer construction. Paving and site improvements after the trench is brought back to grade are also considered to be completed by the applicant. The relocation of the sewer will be at the expense of the applicant via a publically bid project let by the Town of Riverhead in accordance with the requirements and standards of the Riverhead Sewer District and Suffolk County Department of Public Health.

**Table 1.** Project Cost Opinion

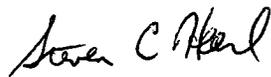
No.	Cost Element	Estimated
1	Sewer Construction (Includes 10% Contingency)	\$53,700
2	Engineering Design, Bidding, Construction Admin.	\$12,400
3	Construction Observation (Est. Budget)	\$5,100
4	Printing	\$1,000
5	Project Contingency	\$4,000
<b>Total Est. Project Cost. . .</b>		<b>\$76,200</b>

The total project cost is estimated to be approximately \$76,200, based on a construction start date in 2013. The project costs reflect the difficulty and expenses associated with constructing the new gravity sewer.

Please call me at (631) 756-8000 Ext. 1510 should you have any questions.

Very truly yours,

**HOLZMACHER, McLENDON & MURRELL, P.C.**

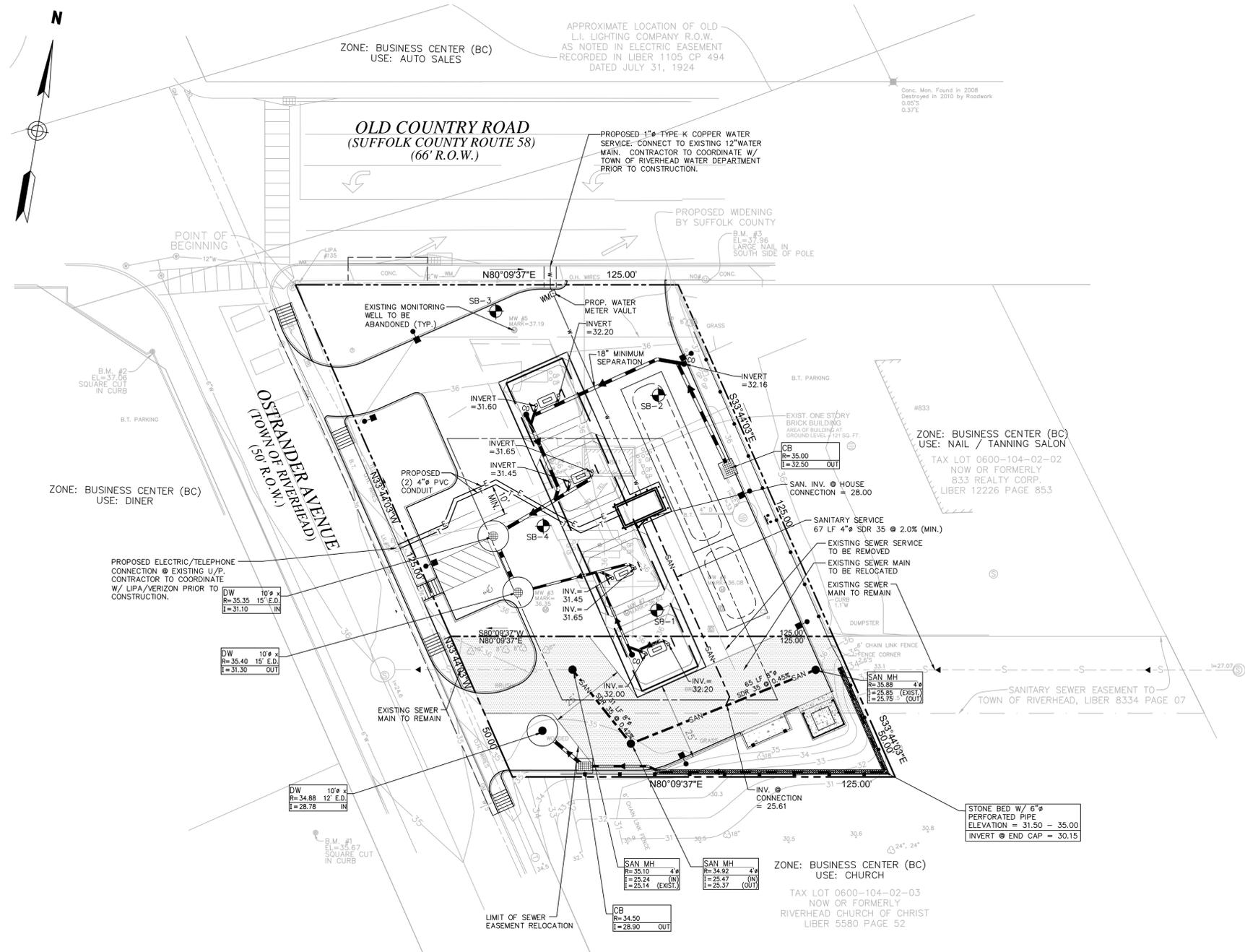


Steven C. Hearl, P.E., LEED AP  
 Vice President

cc: Richard A. Ehlers, Esq.  
 FMR, EB



**Engineering, Surveying  
& Landscape Architecture, P.C.**  
 Transportation  
 Land Development  
 Environmental Services  
 2150 Joshua's Path, Suite 300  
 Hauppauge, New York 11788  
 631.234.3444 • FAX 631.234.3477



**Demolition Notes**

1. ALL EXISTING UTILITIES WITHIN LIMIT OF WORK SHALL BE REMOVED UNLESS OTHERWISE NOTED. APPROVALS TO CUT AND CAP UTILITIES SHALL BE OBTAINED FROM THE GOVERNING UTILITY COMPANY.
2. MAINTAIN EXISTING UTILITIES TO REMAIN. PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
3. UTILITY LINES AND ABANDONED ELECTRIC TRANSFORMERS NOT SPECIFICALLY NOTED BUT WHICH ARE ENCOUNTERED IN THE WORK SHALL BE CAPPED, EXTENDED, PROTECTED, REMOVED OR REWORKED AS DIRECTED OR REQUIRED.

**Sanitary Calculations**

Determining Design Sewage Flow (Per SCDHS Standards)

DRY STORE	0.03 gpd/sf X 118.67 sf = 3.6 gpd
TOTAL FLOW	3.6 gpd

**Legend**



NOTE:  
 SANITARY SEWER MAIN & EASEMENT RELOCATION TO BE DESIGNED / REVIEWED / APPROVED / CONSTRUCTED BY RIVERHEAD SEWER DISTRICT.

No.	Revision	Date	Appr.
2	Revised Per Town Comments	10/12/12	
1	Revised Property Line and Layout along Church Parcel	9/13/12	

Designed by \_\_\_\_\_ Drawn by CS Checked by AS  
 CAD checked by \_\_\_\_\_ Approved by RD  
 Scale 1"=20' Date June 20, 2012

**Stop & Shop  
Proposed Fuel Facility**  
 841 Old Country Road  
 Riverhead, New York, 11901  
 Dist.: 0600; Sect.: 104; Blk.: 02; Lots: 1 & P/O 3  
 Issued For \_\_\_\_\_

Not Approved for Construction  
 Drawing Title  
**Utility Plan**



03.05.13  
130183

NOT ADOPTED

TOWN OF RIVERHEAD

Resolution # 183

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-7. Turns. - Elton St. & Roanoke Ave.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the March 14, 2013 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution **Was Not**  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 19<sup>th</sup> day of March, 2013 at 7:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

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

**§ 101-7. Turns.**

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

**Location**

Elton Street westbound at Roanoke Avenue

- Underscore represents addition(s)

Dated: Riverhead, New York  
March 5, 2013

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

**DIANE M. WILHELM, Town Clerk**

03.05.13  
130184

WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 184

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-11. No parking certain hours; school zones.- Edgar Ave.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the March 14, 2013 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution Thereupon Duly Declared **WITHDRAWN**

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 19<sup>th</sup> day of March, 2013 at 7:20 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101  
Vehicles and Traffic  
ARTICLE V  
**Parking, Standing and Stopping**

**§ 101-11. No parking certain hours; school zones.**

Parking is hereby prohibited during the hours designated upon the following described streets or portions thereof on school days:

<b>Street</b>	<b>Side</b>	<b>Hours</b>	<b>Location</b>
<u>Edgar Avenue</u>	<u>East</u>	<u>7:00 a.m. to</u> <u>3:00 p.m.</u>	<u>From its intersection</u> <u>with the south side</u> <u>of Main Road (SR25)</u> <u>in a southerly direction</u> <u>to a point 900 feet from</u> <u>said intersection</u>

- Underscore represents addition(s)

Dated: Riverhead, New York  
March 5, 2013

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

**DIANE M. WILHELM, Town Clerk**

03.05.13  
130185

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 185**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF RIVERHEAD ENTITLED, "ZONING"**  
**(ARTICLE XXVI – Site Plan Review - §108-132. Contents of application.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 108 of the Town Code of the Town of Riverhead entitled, "Zoning"; and

**WHEREAS**, a public hearing was held on the 15<sup>th</sup> day of January, 2013 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law to amend Chapter 108 of the Town Code of the Town of Riverhead entitled, "Zoning" is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on March 5, 2013. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 108  
ZONING  
ARTICLE XXVI  
Site Plan Review**

**§ 108-132. Contents of application.**

~~To be considered complete, a site plan for which approval is sought shall be dated and shall include at least the following elements:~~

- ~~A. Property lines, showing directional bearings and distances; adjacent land ownership and streets; location with reference to identifiable street intersections; land uses; directional arrow; scale; Tax Map identifying number(s) of the parcel(s) involved; and the zoning district in which located.~~
- ~~B. Key map at a scale of one inch equals 600 feet.~~
- ~~C. Existing and proposed buildings, structures and uses, and proposed additions thereto, including finished floor elevation(s) and ground elevation(s) at such building, structure and use locations.~~
- ~~D. The area, as expressed in square feet, for each floor of all existing and proposed buildings, structures and uses.~~
- ~~E. Dimensions of property line setbacks to, and dimensions between, each building, structure or use.~~
- ~~F. Location of all easements on, over and adjacent to the site, including the location of all existing and proposed utility lines, hydrants and fire wells.~~
- ~~G. Layout of existing and proposed parking and loading areas, including dimensions of spaces, aisles and street approaches, the general circulation pattern with directional movement shown, existing and proposed curb cuts, traffic safety devices, sidewalks, curbing, paving, drainage structures and their respective specifications. Methods used for computing parking and drainage requirements shall be included.~~

~~H. Photographs of all faces of existing structures on the site.~~

~~I. Existing and proposed location(s) of outdoor lighting, signs, screen plantings, fences and landscaping. Any existing woodlands, stand of or individual tree(s) or instance of unique or indigenous vegetation, and any other significant natural features, such as, but not limited to, water bodies, drainage courses, fresh and salt marshes, coastal dunes, bluffs, beaches, escarpments, overlook areas and wildlife habitats, must be included and every good faith effort made to preserve, maintain and enhance same. A schedule of all landscape plantings shall likewise be included.~~

~~J. Existing and proposed sewage disposal and water supply systems.~~

~~K. Existing topography of the site and immediately adjacent property, as revealed by contours or key elevations, and any proposed regrading of the site.~~

~~L. Cultural features, such as paleontological and archaeological remains, old trails, agricultural fields, historic buildings and sites or those that contribute to the rural character of the community or possess a unique and/or identifiable feature.~~

~~M. Techniques by which features found in Subsections **I**, **K** and **L** above may be preserved on the site, so as to maintain the prevailing character of the area.~~

~~N. Elevations of all faces of buildings and structures, at an appropriate scale for the graphic representation of the materials employed. Such elevations must also indicate:~~

~~(1) Design character of buildings and structures.~~

~~(2) Specific materials existing and/or planned for use on buildings and structures, including colors of any and all materials employed, with their locations indicated on the elevations.~~

~~(3) Heights of buildings and structures.~~

~~(4) Roofs and overhangs.~~

~~(5) Special design features.~~

~~(6) Typical locations, shape(s) and types of signs.~~

~~O. Models may be required if any building(s), or the site in general, is of a scale~~

or nature that the Planning Department or the Town Board deems said model will substantially aid in the consideration of the site plan.

~~P. Photometric data for all proposed site lighting.~~

1. A completed site plan application and/or preliminary site plan application shall consist of the following:
  - a. A cover letter briefly describing the proposed project;
  - b. Completed site plan/preliminary site plan application forms including the Application for Site Plan Approval, the Site Plan Checklist, Site Plan Disclosure Affidavit, Construction Activity Agreement, an Environmental Assessment Form part 1, and Town of Riverhead Agricultural Data Statement (if applicable);
  - c. The required site plan or preliminary site plan review fee as set forth in section 108-131(G) of this chapter;
  - d. The required number of site plans or preliminary site plans and current surveys as set forth in section 108-131B(1) of this chapter and as determined by the planning department;
  - e. A title report for the subject property, dated not more than three months prior to the date of submission of the application, prepared by a title company license in the State of New York containing a chain of title and any and all recorded covenants, declarations, restrictions and/or easements on the subject property.
2. Site plan. The applicant shall cause a site plan map drawn at the appropriate scale as per 108-131C(5) to be prepared by an architect, landscape architect, civil engineer or surveyor. The site plan shall be no larger than 24 inches by 36 inches and shall include those of the elements listed herein which are appropriate to the proposed development or uses including but not limited to those indicated by the Planning Department in the presubmission conference. This information, in total, shall constitute the site plan:
  - (a) Legal data.
    - (1) The name and address of the owner of record and tax map identifying number(s) of the parcel(s) involved;

- (2) The name and address of the person, firm or organization preparing the map, sealed with the applicable New York State license seal and signature;
  - (3) The date, North arrow and written and graphic scale;
  - (4) Key (location) map at a scale of one inch equals 600 ft.;
  - (5) The property description shall be prepared by a licensed surveyor or civil engineer. The site plan shall reference a land surveyor's map or base reference map. All distances shall be in feet and hundredths of a foot. All angles shall be given to the nearest 10 seconds or closer. The error of closure shall not exceed one in 10,000;
  - (6) The locations, names and existing widths of adjacent streets and curblines.
  - (7) The location with reference to identifiable street intersections;
  - (8) The location, owners, and uses of all adjoining lands, as shown on the latest tax records;
  - (9) The location, width and purpose of all existing and proposed easements, setbacks, reservations and areas dedicated to the public use within or adjoining the property;
  - (10) A complete outline of existing easements, deed restrictions or covenants applying to the property;
  - (11) Existing zoning.
- (b) Natural features.
- (1) Existing topography of the site and the immediately adjacent property in contours with intervals of two feet or less referred to a datum satisfactory to the Planning Board. On-site areas of greater than 15% slope need to be shown and the square footage provided. In addition, spot elevations will be required where contour elevations are less than two feet on the site;
  - (2) The approximate boundaries of any areas subject to flooding or stormwater overflows.
  - (3) Any existing woodlands, stand of or individual tree(s) or instance of unique or indigenous vegetation, and any other significant natural

features, such as, but not limited to, water bodies, drainage courses, fresh and salt water marshes, coastal dunes, bluffs. Beaches, escarpments, overlook areas and wildlife habitats, must be and every good faith effort made to preserve, maintain and enhance same.

(4) The location of any existing cultural features, such as paleontological and archeological remains, old trails, agricultural fields, historic buildings and sites or those that contribute to the rural character of the community or possess a unique and/or identifiable feature.

(c) Existing structures and utilities.

(1) Outlines and locations of all existing buildings, structures and uses including the area, as expressed in square feet, for each floor of all existing buildings, structures and uses as well as dimension of property line setbacks to and dimensions between, each building, structure and/or use.

(2) Paved areas, including parking areas, loading areas, sidewalks, curb cuts, curbing and vehicular access between the site and public streets. Layout of existing parking and loading areas shall include dimensions of spaces, aisles and street approaches, the general circulation pattern with directional movement, existing curb cuts, traffic safety devices drainage structures and their respective specifications.

(3) Locations, dimensions, grades and flow direction of any existing culverts or waterlines, as well as other underground and aboveground utilities within and adjacent to the property.

(4) Other existing development, including but not limited to fences; fire hydrant, cistern, well or other fire-protection device; landscaping and screening; signs and outdoor lighting. Data for all existing lighting as required by code section 108-254 shall be included.

(5) The location and use of all buildings and structures within 200 feet of the boundary of the subject property.

(6) Photographs of all faces of existing structures on the site.

- (d) Proposed development.
- (1) The location and finished floor elevations of proposed buildings, structures and/or uses and/or additions to existing buildings and/or structures, including the area, as expressed in square feet, for each floor of all proposed buildings, structures and uses and indicating setbacks from all property lines and horizontal distances from existing building, structures or uses.
  - (2) The location of proposed paved areas, including parking areas, loading areas, sidewalks, curb cuts, curbing and vehicular access between the site and public streets. Layout of proposed parking and loading areas shall include proposed dimensions of spaces, aisles and street approaches, the general circulation pattern with directional movement, proposed traffic safety devices, drainage structures and their respective specifications. The method used for computing parking and drainage requirements shall be included.
  - (3) The location, direction, mounting height, power and time of use for any proposed outdoor lighting or public-address systems. All data required by code section 108-254 for all proposed lighting shall be included.
  - (4) The location, including setbacks for freestanding signs, and plans for any outdoor signs which must be in accordance with applicable sign regulations.
  - (5) Grading and drainage plans shall be based on a two-inch rainstorm retention for under one acres of ground disturbance and shall be based upon New York State Department of Environmental Conservation regulations for one acre or more of ground disturbance; drainage calculations, contours and spot grade elevations to be shown. Any proposed regrading of the site must be shown.
  - (6) Landscaping, buffering and street tree plans, including material size, quantity and location. A landscaping schedule including common and scientific names of plantings shall also be included.
  - (7) The location of water and sewer mains, all utilities including electrical service, gas, and cablevision installations; locations of water valves and hydrants and/or any alternate means of water supply and sewage disposal and treatment; fire hydrant, cistern, well or other fire-protection devices.

- (8) The locations of all outdoor storage areas for materials, vehicles, supplies, products or equipment if allowed by this chapter, the maximum height of such storage, and that such areas are adequately fenced or screened.
- (9) A table which demonstrates compliance, or the extent of non-compliance, with the Schedule of Dimensional Regulations for the applicable zoning district unless waived by the applicable reviewing Board;
- (10) Elevation plans for all faces of all buildings and structures at an appropriate scale including cornice, trim, window, door, and column details; building colors and materials; heights of buildings and structures; photographs of the site showing neighboring structures; and any proposed signage;
- (11) Techniques by which topographic, natural, and cultural features found in subsections 108-132.2(b) (1), (3), and (4) above may be preserved on site, so as to maintain the prevailing character of the area;
- (12) If the development is to be phased, the site plan shall show and label all phases of the ultimate development;
- (13) Any other information deemed by the Planning Board to be necessary to determine conformity of the site plan with the spirit and intent of this chapter.
- (14) Unless waived by the applicable reviewing Board, plans for all required improvements must be submitted by a professional engineer or licensed architect or, if appropriate, a registered landscape architect. Installation of such improvements must be under the direct supervision of a registered architect or licensed engineer.

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

Dated: Riverhead, New York  
March 5, 2013

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

**DIANE M. WILHELM**, Town Clerk

03.05.13  
130186

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 186**

**ADOPTS RULES AND PROCEDURE FOR TOWN BOARD OF THE  
TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, New York State Town Law section 63 provides that Towns may adopt rules of procedure for conducting Town Board meetings; and

**WHEREAS**, The Town Board of the Town of Riverhead hereby determines that the following rules shall be in effect for Riverhead Town Board meetings.

**NOW THEREFORE BE IT RESOLVED** that pursuant to Town Law section 63, the Town Board of the Town of Riverhead hereby adopts the attached Rules of Order for the meetings of the Town Board of the Town of Riverhead; 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

## **RULES OF THE TOWN BOARD OF THE TOWN OF RIVERHEAD**

### **RULE I. REGULAR MEETINGS**

Unless otherwise changed, the Town Board shall meet on the first and third Tuesdays of each month alternating between a start time of 2:00 PM and 7:00 PM; except January, when the first board meeting will be either on January 2<sup>nd</sup> at 2:00 PM or at 2:00 PM the first business day following the January 1<sup>st</sup> holiday. The second board meeting in January will be the third Tuesday. In the event a board meeting falls on a holiday then the meeting will be held at the same time on the business day following. Work-session meetings will be held on Thursdays commencing at 10:00 AM

### **RULE II. SPECIAL MEETINGS**

Special meetings shall meet at the call of the Supervisor or any three members of the Board. At such special meeting, no business other than that named in the notice of the meeting shall be transacted. The Supervisor shall give written notice of the date, time and place for the Special Meeting as well as a list of the items to be discussed at such Special Meeting, no later than twenty-four (24) hours prior to such meeting by fax, email or personal delivery. A Special Meeting cannot be held until each Town Board Member has been duly served with a notice of such Special Meeting.

### **RULE III. QUORUM**

The majority of the Town Board shall constitute a quorum

### **RULE IV. PRESIDING OFFICER**

The Supervisor shall preside as Chairman at all meetings of the Town Board, but in his absence or inability to serve, the Deputy Supervisor shall act as presiding officer, and shall so serve until the return of the Supervisor.

### **RULE V. THE POWERS AND DUTIES OF THE PRESIDING OFFICER**

The presiding officer shall possess the following power and perform the following duties:

- A. He shall preserve order and decorum.
- B. He shall set the agenda

### **RULE VI. ORDER OF BUSINESS**

1. Roll Call
2. Invocation
3. Pledge of Allegiance to the Flag
4. Public Presentation/Agenda Items
5. Approval of the Minutes of the preceding meeting(s)
6. Miscellaneous Communications
7. Committee Reports
8. Public Hearings
9. Public comment on Resolutions

10. Introduction of an Action Upon Local Laws and Resolutions
11. Public Comment on matters of concern to the Town
12. Adjournment

#### **RULE VII. PERMISSION FOR PUBLIC TO SPEAK BEFORE THE TOWN BOARD**

Prior to the introduction of Resolutions, the Supervisor may allow any member of the audience to speak for not more than 5 minutes upon terms and conditions that the Supervisor may, from time to time, prescribe in relation to Resolutions which are on the agenda, but not scheduled for Public Hearings. Any such person may also speak at Public Hearings and at meetings of duly constituted committees of the Council at the invitation of the Chairman and upon such terms and conditions as the Chairman may, from time to time, prescribe. Members of the audience may address the Town Board on any subject during the "public comment" time just before the adjournment. No member of the public shall engage in any disruptive demonstration, booing or otherwise disrupt the formality of a Town Board meeting. There shall be no time limit for "public comment" at Public Hearings. Speakers will be required to address their remarks exclusively to the Town Board without engaging the general public in debate. Persons addressing the Town Board shall state their name and home address, and shall state their business or question.

#### **RULE VIII. DEBATE**

The rules governing debate shall be as follows:

- A. Debate shall not begin on a Local Law, Resolution or otherwise debatable motion until it has been moved by a Town Board member and seconded by another Town Board member.
- B. The Supervisor may offer or second a resolution or a motion and need not relinquish the chair for such purpose.
- C. No member shall speak more than once on any question until every member choosing to speak shall have spoken, nor more than twice.

#### **RULE IX. DEBATABLE MOTIONS**

Debatable motions shall be as follows:

- A. The Main Motion. The main motion is a motion by itself or one to adopt a Local Law or Resolution before the Town Board. It may be amended and requires a majority vote except where otherwise required by law or these rules. A motion may be withdrawn by its proposer at any time before a vote is taken.
- B. An Amendment to the Main Motion or an Amendment of Such Amendment. An amendment is a motion to change or modify the main motion or an amendment of it. An amendment shall not be amended more than once. Amendments shall be disposed of in inverse order before voting on the main motion and requires a majority vote.
- C. To Commit. This motion is used to refer a matter to committee or back to committee. The motion may be amended and requires a majority vote.

## **RULE X. MOTIONS WITHOUT DEBATE**

The following motions are not debatable.

- A. To Table. This motion is used to postpone a subject under discussion to sometime in the near future. A tabled resolution not acted upon within 90 days after it has been tabled is deemed withdrawn. It is not amendable and requires a majority vote. When a subject is to be reconsidered, a motion is in order to remove the matter from the table.
- B. To Adjourn. The Chairman may adjourn the meeting when all agenda items are completed. A Board member may also move to adjourn. This motion is always in order except when a speaker has the floor, during roll call or immediately after it has been voted down. It requires a majority vote.
- C. The Previous Question. This motion is used to closed debate and may be made by any Town Board member when debate has become long and drawn out. It is made in the following manner: "Mr. Supervisor, I move the previous question." Without a second, the presiding officer then asks the Town Board members, "Shall debate be closed and the question now be put?" The Clerk then calls the full roll, and if the majority of those present vote in the affirmative, the question under debate and then before the Town Board members is immediately voted upon in the usual manner without further debate.

## **RULE XI. PROCEDURE ON LOCAL LAWS**

The passage of a LOCAL LAW requires the affirmative vote of at least a majority of all the members of the Town Board. A LOCAL LAW amended after introduction does not become a new LOCAL LAW requiring another Public Hearing unless it is ruled a substantial change by the Chairman.

## **RULE XII. PROCEDURE ON RESOLUTIONS**

Except as otherwise provided by law, the passage of a Resolution requires the affirmative vote of a majority of the members present at the meeting which action is taken.

Any resolution to be introduced by any Town Board member at a scheduled meeting of the Town Board shall be filed in the office of the Town Clerk by 4:30 PM on the Friday prior to said Town Board meeting. Any resolutions legally submitted to the Town Clerk that were not presented at work-session and that will be presented at the Town Board meeting shall be delivered to each Board Member as soon as possible after being submitted to the Town Clerk.

Furthermore, where said Town Board meeting is to commence at a time other than 2:00 PM or 7:00 PM (alternating), the said Resolutions to be introduced at the meeting shall be filed at the Office of the Town Clerk at least 24 hours in advance of said meeting.

The Rules of Order set forth above may be waived only by the majority consent of all Town Board members present at any such meeting.

Upon the affirmative vote of the majority of the five (5) members of the Town Board, new items may be added to the Agenda during any Regular or Special Town Board Meeting. After the agenda has been prepared, new items may be added during any Regular or Special Town Board Meeting; such new items shall be designated as "Items Proposed for Consideration upon Special Consent."

### **RULE XIII. CONSTITUTION OF COMMITTEES**

The following standing committees consisting of three members shall be appointed by the Supervisor at the Organizational Meeting of the Town Board or as soon thereafter as may be practical.

1. Community Development Agency Finance Committee; and
2. The Community Development Agency Audit Committee.

The first named member of each committee shall be Chairman. The Supervisor shall be a non-voting ex officio member of every committee.

### **RULE XIV. QUORUM AND REPORTS OF COMMITTEES**

Two members shall constitute a quorum. Where practical, reports of committees should be in writing and signed by at least two members.

### **RULE XV. COMMITTEE MEETINGS**

Standing Committees shall meet at the call of their Chairman or any of the three members.

The Chairman of each Standing Committee shall have delivered to Committee members a two day notice, in writing, stating the time, the place and the purpose of the Committee meeting. Every Town Board member has the right to attend any Standing Committee meeting called whether a designated member of that Standing Committee or not.

### **RULE XVI. SUSPENSION OF RULES**

Any rule of the Town Board except as otherwise specifically provided in such rules may be temporarily suspended by a vote of the majority of all the members present unless such rule is prescribed in by State of Local Law.

### **RULE XVII. AMENDMENT, MODIFICATION OR REPEAL OF RULES**

Permanent amendment, modification or repeal of the rules in whole or in part may be made at any time by a Resolution of the Town Board at a regular or special meeting.

**TOWN OF RIVERHEAD**

**Resolution # 187**

**APPROVES CHAPTER 90 APPLICATION OF ALZHEIMER'S DISEASE  
RESOURCE CENTER, INC.  
(Walk to End Alzheimer's Disease – August 24, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on December 28, 2012, Alzheimer's Disease Resource Center, Inc. submitted a Chapter 90 Application for the purpose of conducting a walking event entitled "2013 East End Alzheimer's Walk" to include craft sales, food and music, to commence at Grangebel Park, crossing over Peconic Avenue and continuing along the boardwalk, ending at Atlantis Aquarium, Riverhead, New York on Saturday, August 24, 2013 between the hours of 8:00 a.m. and 1:00 p.m.; and

**WHEREAS**, Alzheimer's Disease Resource Center, Inc. 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 naming the Town of Riverhead as an additional insured has been received; and

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

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

**RESOLVED**, that the Chapter 90 Application of the Alzheimer's Disease Resource Center, Inc. for the purpose of conducting a walking event entitled "2013 East End Alzheimer's Walk" to include craft sales, food and music, to commence in Grangebel Park continuing across Peconic Avenue, along the boardwalk and ending at

Atlantis Aquarium, Riverhead, New York on Saturday, August 24, 2013 between the hours of 8:00 a.m. and 1:00 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 permit(s), including the food handling permit(s) and petting zoo permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- **Receipt of a Certificate of Insurance naming the Town of Riverhead as an additional insured, containing limits acceptable to the Riverhead Town Board, no later than July 1, 2013; 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 necessary tent permit(s) must be obtained and any tent installations 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), 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 a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the pre-event inspection appointment; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event 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 Alzheimer's Disease Resource Center, Inc., 45 Park Avenue, Bay Shore, NY, 11706, Attn: Mary Ann Ragona; 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 # 188

**AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT (KNIGHTLAND, INC.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a law suit has been commenced by Knightland, Inc., as petitioner/plaintiff naming the Town of Riverhead, Town Board of the Town of Riverhead and Planning Board of Town of Riverhead, as respondents/defendants in the Supreme Court, County of Suffolk under Index # 13-03570; and

**WHEREAS**, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Town of Riverhead, Town Board of the Town of Riverhead, and Planning Board of Town of Riverhead, in the hybrid proceeding/action entitled Knightland, Inc., v. Town of Riverhead, Town Board of the Town of Riverhead, and Planning Board of Town of Riverhead, in the Supreme Court, County of Suffolk under Index # 13-03570.

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

**RESOLVED**, that the Town Board authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 189

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
NATIONAL ASSOCIATION OF DRUG-FREE EMPLOYEES (NADE)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**WHEREAS**, the National Association of Drug-Free Employees (NADE) 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 National Association of Drug-Free Employees (NADE) 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 National Association of Drug-Free Employees (NADE), 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 the \_\_\_\_\_ day of March, 2013, 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 National Association of Drug-Free Employees, a division of Pembroke Occupational Health, Inc., with a principal place of business at 2301 North Parham Road, Suite 5, Richmond, Virginia 23229 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

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

### 2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2013 and terminate on December 31, 2013.

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

### 4. RIGHTS TO DOCUMENTS OR DATA

All data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any data provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data. Final payment shall not be due hereunder until after receipt by Town of such complete

document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

Except for clinic collections and laboratory testing, both of which are subcontracted by Consultant, performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement for services that have actually been rendered.

#### 8. RECORDS

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

#### 9. CHANGES

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

any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to J. Stefan Cametas, President, NADE, a division of Pembroke Occupational Health, Inc., 2301 North Parham Road, Suite 5, Richmond, Virginia 23229.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all third party claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including reasonable counsel fees, arising out of: (1) the negligent acts or omissions of Consultant or the willful misconduct of Consultant in the performance of this Agreement; or (2) the breach of this Agreement by Consultant. The Town shall give the Consultant prompt written notice of the commencement or the threatened commencement of any claim against the Town for which indemnification will or could be sought under this Agreement. The Consultant shall have the right, at its sole expense, to direct and control the defense and/or settlement of any such claim, but the Town shall have the right to monitor the case or claim through its own counsel and at its own expense, and to approve any settlement that does not include a full and unconditional release of the Town.

EXCEPT FOR LIABILITY INCURRED PURSUANT TO ITS INDEMNITY OBLIGATIONS, IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

### 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead pursuant to which any such official, employee, or 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, or contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

### 14. DISCLOSURE

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

### 15. DISPUTES

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

### 16. FORCE MAJEURE

The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters beyond such party's reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood, storm, or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

17. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition that is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

18. EFFECT OF WAIVER

Failure by a party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement.

19. SURVIVAL

Provisions of this Agreement that, by their nature, survive the termination or expiration of this Agreement, shall so survive.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one and the same instrument.

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

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

\_\_\_\_\_  
By: J. Stefan Cametas, President  
NADE, a division of Pembroke  
Occupational Health, Inc.

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

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

## Schedule A

1. **Services.** Consultant will provide the Town with drug and alcohol testing and program administration services (the “Services”) as outlined below. Consultant will:
  - A. Select mutually agreeable clinics for the collection of specimens;
  - B. Establish an account with a SAMHSA-certified laboratory for the testing of specimens;
  - C. Ensure that specimens are transported from the clinic to the laboratory and that all non-negative specimens undergo GC/MS confirmation testing;
  - D. Arrange for results to be transmitted electronically to Consultant;
  - E. Provide the services of a certified Medical Review Officer, if requested. Such services will include:
    1. Interpreting drug test results that the laboratory has identified as non-negative;
    2. Determining if non-negative drug test results indicate prescription medicine use or have other alternative medical explanations;
    3. Reviewing applicable forms for possible errors; and
    4. Providing feedback to employers, collection sites, laboratories, and federal agencies, when necessary.
  - F. Provide electronic results reporting and data management through eDrugtest.com;
  - G. Maintain all negative results for 1 year and all non-negative results for 5 years; and
  - H. Provide any other services, as outlined in the attached Fee Schedule.
  
2. **Fees and Billing.** Fees for the Services are set forth in the attached Fee Schedule. Payment terms are net thirty (30) days. If the Town fails to pay any undisputed invoice from Consultant when it becomes due, Consultant (in addition to any and all other rights and remedies it may have against the Town) may decline service to the Town under this Agreement until such default has been cured.
  
3. **Costs and Attorneys’ Fees.** If Consultant prevails in an action against the Town for non-payment of fees, Consultant shall be entitled to recover from the Town its costs and reasonable attorneys' fees, in addition to any other relief to which Consultant may be entitled.
  
4. **Compliance with Law.**
  - A. Consultant will comply with all Federal, state and local laws applicable to its performance under the Agreement, including but not limited to the Department of Transportation’s Procedures for Transportation Workplace Drug and Alcohol Testing Programs, the Department of Health and Human Services’ Mandatory Guidelines for Federal Workplace Drug Testing Programs, and Federal and state privacy laws.
  - B. The Town will comply with all Federal, state and local laws applicable to employers that utilize the Services, including but not limited to drug testing laws, privacy laws, and anti-discrimination laws.

**5. Privacy and Security.**

- A. Consultant will meet or exceed industry security standards while performing services under this Agreement.
- B. For any information that is distributed to the Town via the Internet, Consultant will distribute such information solely to authorized Town personnel using a web server that supports and enables password-protected membership and then current encryption technology.
- C. Consultant will not release individual test results to any third party without first obtaining specific written authorization from the tested individual. However, nothing in this Agreement shall prohibit Consultant from releasing drug test results and supporting documentation: (i) to the Town; (ii) to any Federal, state or local agency with regulatory authority over the testing program; (iii) to comply with requests resulting from a legal action initiated by the tested individual; (iv) to comply with a lawfully issued subpoena or court order; or (v) when otherwise required by law.

**6. Confidential Company Information.**

- A. Unless otherwise agreed in writing between the parties, any Confidential Company Information that may be disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in the course of this Agreement shall not be disclosed by the Receiving Party to a third party without the express written consent of the Disclosing Party.
- B. “Confidential Company Information” shall mean the Disclosing Party’s manner of operations, software, products, processes, applications, technologies, financial information, internal manuals, employee information or any compilation or combination of the foregoing that is disclosed to Receiving Party and that would be reasonably deemed, based on industry standards and prudent business judgment, to be confidential and/or proprietary to the Disclosing Party whether or not marked, stamped, or otherwise designated as “confidential”.
- C. Confidential Company Information does not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) prior to disclosure hereunder, was already known to the Receiving Party, provided such knowledge can be verified by independent evidence; (iii) became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement and without access to or use of the Disclosing Party’s Confidential Information.
- D. Notwithstanding anything in this Agreement to the contrary, the Town may use its test results for any lawful purpose and may disclose the results to any third parties, provided that the disclosure is not otherwise prohibited by law.

### DRUG TESTING FEE SCHEDULE

Service	Fee
Drug Test	\$46.45 each. Any additional cost resulting from the use of a third party collection location (such as a clinic or doctors' offices) will be billed back to the Town.
Alcohol Test	\$33.57 each. Any additional cost resulting from the use of a third party collection location (such as a clinic or doctors' offices) will be billed back to the Town.
Program Management Fee	\$10.00 per month. This fee defrays the cost in the event of an audit by any federal agency. Consultant will provide audit support to assist the client in audit preparation free of charge instead of an hourly fee for expert support. Management fees include managing the random pool, MIS reports, kits, forms, manuals, QC samples, NADEGRAMS (covering regulatory information) and superior customer service.
After Hours Emergency Telephone Assistance	\$100.00 per year. This fee provides the Town with a toll free number for 24 hour assistance in locating collection facilities in an after-hours environment, either onsite or at a clinic location.
Emergency After Hours/On-Site Testing	\$250.00, plus the drug and alcohol screening fee (Consultant or contract collector).
Classroom courses for Supervisors DOT or Non-DOT	\$800.00 (plus expenses)
On-Line Internet training Supervisor DOT or Non-DOT	\$ 29.95 (per license)
Expert Testimony <ul style="list-style-type: none"> <li>• Medical</li> <li>• Collector</li> <li>• Laboratory</li> <li>• Audit Support</li> </ul>	\$ 250.00 per hr. \$ 125.00 per hr. \$ 125.00 per hr. \$ 125.00 per hr. Audit Support will not be charged if the Town elects to pay a management fee.

03.05.13  
130190

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 190**

**AWARDS BID FOR GASB 45 ACTUARIAL SERVICES FOR TOWN OF RIVERHEAD**

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

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #916 adopted on December 4, 2012, authorized the issuance of a Request for Proposals for GASB 45 Actuarial Services for the Town of Riverhead; and

**WHEREAS**, pursuant to such Request for Proposal, each proposal must comply with the instructions in the Notice and required that all proposals be submitted on or before 11:00am on January 15, 2013; and

**WHEREAS**, seven (7) responses were received, opened and read aloud on January 15, 2013 at 11:00am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, the Town Financial Administrator, together with the Office of the Town Attorney, did review and evaluate all proposals; and

**WHEREAS**, after serious consideration and evaluation, the Town Financial Administrator and the Office of the Town Attorney determined that USI Consulting Group was the lowest responsible bidder and recommend that the bid for annual audit services for the Town of Riverhead be awarded to USI Consulting Group.

**NOW THEREFORE BE IT RESOLVED**, that the bid for GASB 45 Actuarial Services for Town of Riverhead be and is hereby awarded to USI Consulting Group; and be it further

**RESOLVED**, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement with USI Consulting Group; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033; the Town Attorney's Office and the Accounting Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130191

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 191**

**AWARDS BID FOR TYPE III AMBULANCE FOR THE RIVERHEAD AMBULANCE DISTRICT**

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

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for 2012 or 2013 Type III Ambulance for the Riverhead Ambulance District; and

**WHEREAS**, pursuant to the Notice to Bidders, each proposal must comply with the instructions contained therein and required that all proposals be submitted on or before 11:00 am on November 28, 2012; and

**WHEREAS**, four (4) responses to the Notice to Bidders were received, opened and read aloud on November 28, 2012 at 11:00 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 Specialty Vehicles was the lowest responsible bidder and recommend that the bid be awarded to Specialty Vehicles.

**NOW THEREFORE BE IT RESOLVED**, that the bid for 2012 or 2013 Type III Ambulance for the Riverhead Ambulance District be and is hereby awarded to Specialty Vehicles in the amount of \$159,970.00; and be it

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Specialty Vehicles, Attn. Robert F. O'Neill, 60 Engineers Lane, East Farmingville, NY 11735, Riverhead Volunteer Ambulance Corps, Inc., P.O. Box 924, Riverhead, NY 11901, Town Accounting Department and Town Purchasing 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 # 192

**AUTHORIZES THE SUPERVISOR TO EXECUTE A DATA SHARING GIS AGREEMENT WITH NEW YORK STATE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the State of New York has established a “NYS GIS Data Sharing Cooperative” (Cooperative) so that State and Federal agencies, local governments and not-for-profits may obtain computerized data at reduced or no cost; and

**WHEREAS**, the Town Board has reason to believe that entering into the Cooperative will benefit the residents and taxpayers the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached NYS State Geographic Information Systems Cooperative Data Sharing Agreement in substantially the form attached and subject to the approval of the Town Attorney; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**THE NEW YORK STATE GEOGRAPHIC INFORMATION SYSTEMS (GIS)  
COOPERATIVE DATA SHARING AGREEMENT**

**FOR USE WITH  
LOCAL GOVERNMENTS OF NEW YORK STATE AND NOT-FOR-PROFIT ENTITIES**

This Agreement is executed by and between the Office of Cyber Security, responsible for planning and coordinating Geographic Information Systems (hereafter collectively referred to as the State), having an office at 1220 Washington Avenue, Building 7A, Floor 4, Albany, NY 12242, and:

(Agency) \_\_\_\_\_, having an office at  
(Address) \_\_\_\_\_, which is legally  
recognized as a local governmental agency or not-for-profit entity (Member).

**WITNESSETH:**

WHEREAS, the State, under Technology Policy 96-18, established an initiative to create a framework and criteria for the development of a Statewide New York State Geographic Information Systems (GIS) Program; and,

WHEREAS, this initiative includes a structure to implement the GIS program and obtain broad representation among the State's varied GIS user community. The GIS structure includes a Coordinating Body charged with providing policy recommendations to the Office of Cyber Security (OCS) and establishing a framework for the easy dissemination of GIS Data between agencies at minimal cost and without delay. The Coordinating Body recommended creating the New York State GIS Data Sharing Cooperative (Cooperative) as a mechanism to accomplish this data sharing; and

WHEREAS, one of the purposes of OCS is to coordinate GIS, the State wishes to encourage agencies of the State of New York and its political subdivisions and other non-profit corporations or other non-commercial entities to join and become Members of the Cooperative and participate in sharing of GIS Data and Member wishes to join and participate in the Cooperative and share GIS Data. The State also wishes to encourage agencies of the Federal government, other states, and other sovereigns to join and become Members of the Cooperative and participate in sharing of GIS Data; and

WHEREAS, Member wishes to join and participate in the Cooperative and share GIS data.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**I. GENERAL TERMS AND CONDITIONS**

**A. Definitions-** For the purposes of this Agreement, the following terms are defined:

1. **Clearinghouse** - a worldwide web site hosted by the State of New York, which acts as a repository for spatial Metadata and other information that promote cooperation among users in the GIS community.
2. **Cooperative** - the group of governmental agencies and not-for-profit entities which have executed Data Sharing Agreements for the purpose of exchanging and improving access to GIS Data for Members.
3. **Cooperative Custodian** - a custodian designated by the Coordinating Body for distribution, only within the Cooperative, of data for which the custodian may not otherwise be considered the primary custodian of such data.
4. **Coordinating Body** - acts as a Standing Committee of the State.
5. **Data** - consists of the digital databases or data layers which contain references to locations on the earth's surface.
6. **Improved Data** - includes any or all of the following: correction of errors; addition of missing features for feature categories already represented in the Data; improvement of positional accuracy; revision to improve the temporal quality of the Data; correction of descriptive attribute data for categories already represented in the Data; and any other action which improves the existing Data without creating new categories of data not previously present in the Data.
7. **Intermediary Custodian** - a Member, designated in writing by one or more Members, who agrees to act on behalf of such Member(s):

- (i) as a Primary Custodian to collect and distribute Data owned by such Member(s) to other Members; and
- (ii) as a Secondary Custodian to receive Data acquired from other Members who are Primary Custodians and redistribute it to Member(s) designating it as its Intermediary Custodian.

The Intermediary Custodian shall have the duty to notify the Coordinating Body of its designation to act on behalf of any Member upon designation by the Member. The Intermediary Custodian shall transmit to the Coordinating Body a copy of the document, signed by the Member, establishing the relationship between the Member and the Intermediary Custodian.

- 8. **Member** - an entity that executes a Data Sharing Agreement to participate in the Cooperative.
- 9. **Metadata** - information supplied by a Member which describes the characteristics of the Data, which must be in accordance with the Standards for information developed after Member joins the Cooperative.
- 10. **New Data** - categories of information not previously present in the Data or Improved Data.
- 11. **Primary Custodian** - the Member that developed or owns the Data. Each collection of Data (database, file, layer, etc.) shall have a single Primary Custodian.
- 12. **Secondary Custodian** - a Member in possession of Data acquired from the Primary Custodian or from the Cooperative.
- 13. **Standards** - the criteria adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software or other items included in the development, dissemination, and use of GIS.
- 14. **State or State agency** - refers to New York State and means any state department, board, bureau, division, commission, committee, public authority, public benefit corporation, council, or office or other governmental entity in the State of New York.

**B. Nature of the Agreement-** The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the services to be delivered and performance of services to be rendered by the parties.

**C. Merger and Order of Precedent-**

- 1. The term "Agreement" shall be deemed inclusive of the following items, as if merged and set forth herein at length:
  - a. The body of the Agreement (i.e., that portion preceding the signatures of the parties in execution);
  - b. Appendix A- Standard Clauses for All New York State Contracts
- 2. In the event of any inconsistency in or conflict among the document elements of the Agreement identified in Section C.1 herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:
  - a. First, Appendix A, Standard Clauses for All New York State Contracts, attached to the Agreement;
  - b. Second, body of the Agreement

**D. Agreement Approval-**

- 1. Member shall cause this Agreement to be executed by the appropriate corporate officer, having the authority to sign on behalf of the Member and such Member shall execute, by signature and affixation of corporate seal in the presence of a notary public.
- 2. The parties recognize that the Agreement is wholly executory and not fully executed and binding until and unless approved by the State.

**E. Term and Termination-**

- 1. This Agreement shall commence on the date the Agreement is fully executed by both parties and shall remain in effect until such time as the Agreement is terminated in accordance with the following provisions:

- a. Voluntary termination shall take effect upon ninety (90) days written notice to the other party.
  - b. Termination for cause shall take effect after the Coordinating Body issues a notice of violation to the Member and such Member fails to cure the violations within thirty (30) days of such notice. Within ten (10) days of the termination date, the Member shall return all Data, Improved Data or New Data to the Primary Custodians.
2. Member agrees not to sell, disclose, or make available any Data, Improved Data or New Data obtained through the Cooperative to anyone subsequent to termination of the Agreement unless required to do so by law. If a Member is required, by law, to release data, improved data or new data, Member agrees to notify the Primary Custodian of such disclosure.
  3. If a Primary Custodian ceases to be a Member of the Cooperative, all Secondary Custodians of Data provided by such Primary Custodian shall continue to have the ability to use the Data in accordance with the terms and conditions of this Agreement.

**F. Consideration-** As a Member of the Cooperative, Member is entitled to receive and exchange GIS Data. In return, Member agrees to provide Data and Improved Data as specified in Part II, Section A of this Agreement.

**G. Disclaimer-** Neither the State nor Member assumes any risk, liability or responsibility for the accuracy of Data, Metadata, New Data or material facts submitted by Member to the GIS Clearinghouse.

**H. Liability Relating to Third Parties-**

1. Member shall indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right, arising out of, or resulting from, Member's acts or omissions in relation to this agreement, provided that the State shall give Member (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Member's sole expense, and (iii) all reasonable assistance in the defense of any such action at the expense of Member.
2. If principles of governmental or public law are involved, the State may participate in the defense of any action identified in this paragraph, but no costs or expense shall be incurred upon the account of Member without Member's written consent.

**I. Force Majeure-** Neither party will be liable for losses, defaults, or damages under these Agreements which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of these Agreements, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

**J. Subcontracting-**

1. If Member hires a contractor to develop GIS data, contractor will be required to comply with Standards in providing Metadata.
2. Member shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against Member by any contractor or subcontractor which may result in litigation related in any way to this Agreement or which may affect the performance of duties under this Agreement.

**K. Assignment-**

1. The State agrees not to assign this Agreement without prior notice to the Member.
2. Member may not assign this Agreement without the prior written consent of the State.
3. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

**L. Entire Agreement-** These documents constitute the entire Agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained

herein shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by written instrument executed by authorized representatives of both parties.

**M. Applicable Law-** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**N. Member's Status-** The legal status of Member, its agents, officers and employees is that of an independent contractor. In no manner shall it or they be deemed employees of the State of New York, and, therefore, are not entitled to any of the benefits associated with such employment.

**O. Notices-** All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth herein, and (ii) if to Member, addressed to Member at its address set forth herein. The parties may specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for purposes of this Agreement.

**P. Conflict of Interest-** If during the term of the Agreement Member becomes aware of an actual or potential relationship which may be considered a conflict of interest, Member shall notify the State in writing immediately.

**Q. Severability-** Should any provision of the Agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision; the balance of the Agreement, if capable of performance, shall remain in full force and effect.

## **II. SPECIFIC TERMS AND CONDITIONS**

**A. Member's Responsibilities-** Member warrants and represents the following:

1. **Population of GIS Clearinghouse** - Member agrees to populate the GIS Clearinghouse with Metadata in accordance with the Standards and other information regarding Member Representative, projects, training opportunities and other events of interest to the GIS community for the easy dissemination and use of its Data to Members as well as others. Information supplied by a Member which describes the characteristics of the Data created prior to Member's participation in the Cooperative is not required to meet such Standards.
2. **Maintenance and Improvement of Data-**
  - a. Member agrees that a significant benefit of the Cooperative is the potential for improvement of Data for all Members. Accordingly, Member agrees to provide Primary Custodians with any improved Data which may be produced during the Member's use of the Data, including work done by third parties such as consultants or contractors that may perform on behalf of the Member. Improved Data shall belong to the Primary Custodian of the original Data unless a separate agreement has been reached with the original Primary Custodian and notice thereof sent to the Coordinating Body.
  - b. Member shall provide Improved Data to the Primary Custodian in accordance with the Standards. Such Standards shall include references to or copies of relevant supporting information sources that the Primary Custodian would need to verify the improvements and incorporate them into the Data. Improved Data are to be provided to Primary Custodians in a timely manner but not less than annually. The Primary Custodian shall determine whether to incorporate the improvements into the Data.
3. **Data Sharing-** Where the Member is a Primary Custodian, such Member agrees to make Data available to the Cooperative. Such Member agrees to provide Data within a reasonable time to the Cooperative at an amount not to exceed the cost of media and delivery, unless specifically authorized to charge otherwise by Federal or State statute. In the event another Member requests Data which requires additional work such as programming, analysis, or conversion by the Primary Custodian, the Primary Custodian may, at its option, undertake the work and charge a fee limited to the actual cost of fulfilling the request, including personnel expense, unless otherwise specifically authorized to charge otherwise by Federal or State statute.
4. **Requests for Data-** Member agrees to forward any requests for Data to the Primary Custodian, unless disclosure of Member's records containing such data is otherwise required by law; and, in such latter case, Member agrees to notify the Primary Custodian of such disclosure.
5. **Release of Data, New Data, or Improved Data-**

- a. Unless required by law, under no circumstances shall a Member release Data, New Data, or Improved Data in whole or in part for which it is not the Primary Custodian to a non-member of the Cooperative.
  - b. Unless otherwise restricted by law, there are no restrictions on the release of Data, New Data, or Improved Data in whole or in part by a Member of the Cooperative who is the Primary Custodian of such data.
  - c. Information exchanged or received from the Cooperative by a Member shall not be used for any commercial activity, marketing or advertising when the purpose of such activity is for profit-making or other commercial purpose.
6. **Member's Agents or Consultants-** Member shall ensure in writing that any Data transferred to or prepared by Member's agent or consultant will be in the custody and control of Member and shall not alter the rights and obligations of Member as a Primary or Secondary Custodian of the Data. Member agrees to adhere to the criteria adopted by the Coordinating Body regarding release of Data to an agent or consultant.
7. **New Data-**
- a. Member acknowledges and agrees that New Data shall belong to the Member which produced it and that such Member shall be deemed the Primary Custodian of the New Data. Member may transfer Primary Custodian designation of the New Data to another Member upon mutual agreement and notice to the Coordinating Body. In the event that a dispute exists over ownership of New Data, the Coordinating Body shall be responsible for designating the Primary Custodian.
  - b. Members are encouraged to enhance, extend, or supplement the Data to meet their needs. Member, upon creating New Data, agrees to consult with all Primary Custodians upon whose Data the New Data may be based to notify them of the creation of the New Data.
8. **Standards-** Except for information supplied by a Member which describes the characteristics of the Data created prior to the Member joining the Cooperative or Standards adopted by other states and federal agency Members, Member agrees to adhere to all Standards adopted by the Coordinating Body as soon as practicable. The Office of Cyber Security, through the Coordinating Body, shall notify Member of all Standards adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software, or other items included in the development, dissemination, and use of GIS. While other states and federal agencies are not required to adopt New York State's Standards, they are encouraged to consider them for their adoption, where appropriate.
9. **Privacy/Confidentiality-** Member agrees that no party will be required to disclose any Data for which it is not the primary custodian unless required by law.
10. **Member Representative-** Member agrees to designate a single representative who will act as the authorized liaison to other Members of the Cooperative for purposes of data sharing, notification of Improved Data, Clearinghouse information, and other communication as required by the Cooperative. Each Member representative shall be listed with name, Member business address, telephone and facsimile numbers, and e-mail address at the Clearinghouse.
11. **Member Status-** Member acknowledges that its participation in the Cooperative is contingent upon having and maintaining its status as a valid governmental Member, non-profit corporation or other non-commercial entity. If at any time Member's status has changed or is subject to change, Member shall immediately notify the Cooperative in writing of such change or potential change.
12. **Provisions Required by Law-** Member agrees to comply with all of the provisions set forth in Appendix A, Standard Contract Clauses for All New York State Contracts, attached hereto and made a part hereof as Appendix A.

**B. State's Responsibilities-**

1. **Standards-** The State, through the Coordinating Body, shall notify Member of all Standards adopted and revised by the Coordinating Body for GIS Data, Improved Data, Metadata, transfer of Data, and/or hardware, software, or other items included in the development, dissemination, and use of GIS.
2. **Disputes-** When disputes arise among Members of the Cooperative, the State, through the Coordinating Body, shall mediate such disputes.

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**STATE OF NEW YORK  
OFFICE OF CYBER SECURITY**

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

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

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

**AGENCY NAME:** \_\_\_\_\_

**Federal Identification No:** \_\_\_\_\_

**The undersigned warrants that he/she is legally authorized to sign this document and signs in the presence of a Notary Public.**

**NAME (print):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_

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

**Member Notarization:**

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the \_\_\_\_\_ (title) of Agency, with its principal place of business located at

\_\_\_\_\_, County of \_\_\_\_\_, and that (s)he executed the foregoing instrument in the name of Agency, and that (s)he executed the same as the act and deed for the uses and purposes mentioned therein.

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

03.05.13  
130193

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 193**

**GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 OF THE  
RIVERHEAD TOWN CODE TO  
NORTHVILLE COMMERCE PARK ASSOCIATES LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Northville Commerce Park Associates LLC is the owner of the subject property located at 300-450 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-84-4-28; and

**WHEREAS**, Richard Israel, as agent for Northville Commerce Park Associates LLC, has petitioned the Town Board for an excavation permit pursuant to Chapter 62 of the Riverhead Town Code for the exportation of 600 cubic yards of soils in connection with the construction of a professional complex consisting of four commercial buildings, together with related site improvements as depicted on a site plan prepared by Robert J. Gruber, R.A., dated January 9, 2013; and

**WHEREAS**, the Town Board has reviewed and considered the application for the aforementioned excavation permit, and

**WHEREAS**, the owner's Architect, Robert J. Gruber, R.A., has submitted a site plan dated January 9, 2013, identifying the exportation of 600 cubic yards of soils, and further, that such exportation of soils will be supported by a manifest from the owner, to be approved by the Town of Riverhead's Engineering and Building Departments; and

**WHEREAS**, the Riverhead Planning Board approved the subject site plan application by resolution 2013-003 dated January 3, 2013.

**NOW THEREFORE BE IT RESOLVED**, that based upon the foregoing, the Town Board hereby grants the excavation permit requested by the owner, such excavation permit authorizing the exportation of 600 cubic yards of soils in accordance with the application and calculations of Robert J. Gruber, R.A., pursuant to the site plan submitted with the application for excavation dated January 9, 2013; and be it further

**RESOLVED**, that the Building Department is hereby authorized to accept and collect all excavation permit fees concurrently with the issuance of the

Building Permit in the amount of One Thousand Two Hundred (\$1,200) Dollars representing \$2.00 per cubic yard for the exportation of said soils, in addition to a permit fee of \$100.00; and be it further

**RESOLVED**, that the excavation permit is conditioned upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday; and be it further

**RESOLVED**, the owner grants permission to the Town of Riverhead to randomly oversee the exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of said project; and be it further

**RESOLVED**, that upon conclusion of the excavation operations, the applicant's owner will provide certification to the Building Department confirming the total of 600 cubic yards of soil was exported from the property; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Richard Israel, 185 Old Country Road, Suite 5, 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 # 194

**RELEASES MAINTENANCE SECURITY OF OSBORNE ACRES, LLC IN CONNECTION WITH THE SUBDIVISION ENTITLED, "OSBORNE ACRES" (ONE YEAR MAINTENANCE SECURITY)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by Resolution #118 adopted on February 7, 2012, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Osborne Acres"; and

**WHEREAS**, in accordance with the aforementioned resolution, Osborne Acre, LLC had posted Suffolk County National Bank Irrevocable Letter of Credit No. 111222 in the amount of \$71,666.67, representing a one-year maintenance security; and

**WHEREAS**, by electronic communication from George Woodson, Highway Superintendent, dated February 25, 2013, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby releases Suffolk County National Bank Irrevocable Letter of Credit No. 111222 in the amount of \$71,666.67, representing the one-year maintenance security posted in connection with the subdivision entitled, "Osborne Acres"; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Osborne Acres, LLC, P.O. Box 534, Wading River, NY, 11792 and Suffolk County National Bank, 4 West Second Street, P.O. Box 9000, Riverhead, NY, 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130195

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 195**

**AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT (CONSTANCE PARTRIDGE)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a law suit has been commenced by Constance Partridge, Maryann Stajk and Kathleen Condzella, as petitioners/plaintiffs naming the Town of Riverhead, Town Board of the Town of Riverhead and Planning Board of Town of Riverhead, as respondents/defendants in the Supreme Court, County of Suffolk under Index # 13-03571; and

**WHEREAS**, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Town of Riverhead, Town Board of the Town of Riverhead, and Planning Board of Town of Riverhead, in the hybrid proceeding/action entitled Constance Partridge, Maryann Stajk and Kathleen Condzella v. Town of Riverhead, Town Board of the Town of Riverhead, and Planning Board of Town of Riverhead, in the Supreme Court, County of Suffolk under Index # 13-03571.

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

**RESOLVED**, that the Town Board authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further

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

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

**THE VOTE**

Giglio  Yes  No

Gabrielsen  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 196

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**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; 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 5, 2014, 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, 2014, 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: February 13, 2013

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, 2013.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 3, 2014, at the current bid price attached to this notice. This will be the first 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: Feb 14, 2013

VICTOR ELEFANTE TECHNICAL SERVICES

Victor Elefante  
Authorized Signature

VICTOR ELEFANTE

Title: President

**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 # 197**

**EXTENDS BID FOR DRY HYDRATED LIME  
(CALCIUM HYDROXIDE) FOR RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, The Long Island Cauliflower Association, was awarded the bid for Dry Hydrated Lime (calcium hydroxide) by Resolution #110259 adopted April 5, 2011, and extended for a one-year term by Resolution #120170 adopted February 22, 2012; 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 second and final extension under the terms of the award document; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until April 5, 2014, per the attached bid sheet; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for Dry Hydrated Lime (calcium hydroxide) be and is hereby extended for one (1) year to April 5, 2014 pursuant to the terms and conditions of the original award document; and be it further

**RESOLVED**, that a certified copy of this document be forwarded to the Long Island Cauliflower Association at 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

02/14/2013 11:24

(FAX)

P.001/001

02/13/2013 14:22 Riverhead Water District

(FAX)6313694608

P.002/002



# RWD *Riverhead Water District*

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

### Bid Extension Notice

To: John E. Bokina, Jr., Assistant Manager  
 L.I. Cauliflower Association

From: Riverhead Water District

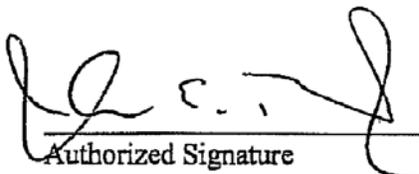
Date: February 13, 2013

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for hydrated lime (calcium hydroxide) will expire on April 5, 2013.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 5, 2014, at the current contract prices. This will be the second and final extension under the terms of the current contract.

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

  
 \_\_\_\_\_  
 Authorized Signature

JOHN E. BOKINA, JR.  
 \_\_\_\_\_  
 Print Name

LONG ISLAND CAULIFLOWER ASSOC.  
 \_\_\_\_\_  
 Company Name

2/14/13  
 \_\_\_\_\_  
 Date

03.05.13  
130198

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 198**

**TERMINATES A PROBATIONARY EMPLOYEE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby terminates the probationary employment of Animal Control Officer I Jessica Eibs-Stankaitis effective close of business March 13, 2013.

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Jessica Eibs-Stankaitis, the Chief of Police, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130199

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 199**

**APPOINTS AN ASST. RECREATION LEADER TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-In Asst. Recreation Leader I (Level 8) is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective March 5<sup>th</sup>, 2013, this Town Board hereby appoints Kenneth Drumm to the position of Call-In Asst. Recreation Leader, to be paid the rate of \$12.46 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

03.05.13  
130200

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 200**

**AUTHORIZES SUPREME COURT ACTION AGAINST THE OWNERS, TENANTS,  
OCCUPANTS AND MORTGAGEES OF PREMISES LOCATED AT  
162 FOUNDERS PATH, BAITING HOLLOW, NEW YORK  
(Town of Riverhead v. Lafurno)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board desires to authorize the Office of the Riverhead Town Attorney to act as special counsel in connection with the commencement of Justice Court and Supreme Court actions for the enforcement of Riverhead Town Code violations against the owner, operators, tenants and mortgagees of property located at 162 Founders Path, Baiting Hollow, New York, further described as Suffolk County Tax Map # 0600-39-6-16.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Office of the Town Attorney to act as special counsel in connection with the commencement of Justice Court and Supreme Court actions for the enforcement of Riverhead Town Code violations against the owner, operators, tenants and mortgagees, nunc pro tunc, in connection with the above referenced real property; 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 # 201

**AUTHORIZES SUPREME COURT ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEES OF PREMISES LOCATED AT 331 HAMILTON AVENUE, RIVERHEAD NEW YORK; 303 RAYNOR AVENUE, RIVERHEAD, NEW YORK; 368 SWEEZEY AVENUE, RIVERHEAD, NEW YORK; 379 SWEEZEY AVENUE, RIVERHEAD, NEW YORK (Town of Riverhead v. Taylor)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board desires to authorize the Office of the Riverhead Town Attorney to act as special counsel in connection with the commencement of Justice Court and Supreme Court actions for the enforcement of Riverhead Town Code violations against the owner, operators, tenants and mortgagees of property located at 331 Hamilton Avenue, Riverhead, New York, further described as Suffolk County Tax Map # 0600-23-4-65; 303 Raynor Ave, Riverhead, New York, further described as Suffolk County Tax Map # 0600-124-1-22; 379 Sweezy Avenue, Riverhead, New York, further described as Suffolk County Tax Map # 0600-123-4-34; and 368 Sweezy Avenue, Riverhead, New York, further described as Suffolk County Tax Map # 0600-123-4--50.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Office of the Town Attorney to act as special counsel in connection with the commencement of Justice Court and Supreme Court actions for the enforcement of Riverhead Town Code violations against the owner, operators, tenants and mortgagees, nunc pro tunc, in connection with the above referenced real property; 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

03.05.13  
130202

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 202**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Jamesport Fire Department requested an upgrade to the electric services at The George Young Community Center for the Jamesport Fire Department annual Carnival Event; and

**WHEREAS**, the Jamesport Fire Department has submitted payment for the materials for the electric service improvement.

**NOW THEREFORE BE IT RESOLVED**, that the Town accept the donation of \$1,157.55 for materials; and

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
001.092770.422095 Miscellaneous Revenue	1,157.55	
001.071400.541000 Repairs and Maintenance		1,157.55

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Police 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

03.05.13  
130203

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 203**

**REAPPOINTS A TEMPORARY GROUNDSKEEPER I**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a temporary Groundskeeper I is needed in the Buildings and Grounds Division of the Town Engineer's Department to substitute for the incumbent Groundskeeper who has been granted a three month unpaid leave of absence; and

**WHEREAS**, a recommendation has been made by the Town Engineer to reappoint Paul Bauerfeind to this temporary position.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby reappoints Paul Bauerfeind to the temporary position of Groundskeeper I at the hourly rate of \$12.50 effective March 11, 2013 and continuing until such a time that the incumbent Groundskeeper returns to active status.

**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

03.05.13  
130204

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 204**

**TERMINATES PART-TIME KENNEL ATTENDANTS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby terminates the employment of Part-Time Kennel Attendants Louis Passantino and Ariel Reichel effective March 1, 2013.

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Louis Passantino, Ariel Reichel, the Chief of Police, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

03.05.13  
130205

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 205**

**AUTHORIZES PUBLICATION OF A HELP WANTED ADVERTISEMENT**  
**RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY**

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 below advertisement as a help wanted advertisement in the March 14, 2013, issue of The News Review.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
POSITIONS AVAILABLE**

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates for the purpose of serving as Part-time Police Officers with the Riverhead Police Department. Candidates must be a U.S. citizen and have reached 20 years of age at the time of application, be a high school graduate, possess a Municipal Police Training Certificate **OR** attend and complete the Suffolk County Police Academy training course **TENTATIVELY** scheduled to commence in the Fall of 2013 and possess a valid N.Y.S. driver's license. Additionally, candidates must successfully pass a psychological evaluation, medical evaluation, physical fitness agility evaluation and polygraph exam. Submit applications to the Office of the Chief of Police, Riverhead Police Department, 210 Howell Avenue, Riverhead, New York, 11901, no later than March 29, 2013. For further information, call the Riverhead Police Department at (631) 727-4500, ext. 315.

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

03.05.13  
130206

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 206**

**APPROVES SITE PLAN OF ISLAND WATER PARK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a site plan application was submitted by Island Water Park Corporation to allow the construction of a 476,861 sq. ft. lake for cable tow water skiing, canoeing, kayaking; a picnic recreation and open space area, a 525 sq. ft. restroom building, a 6,000 sq. ft. retail and storage building, a 49,200 sq. ft. general purpose building (retail office, fitness center, meeting room, 125 seat restaurant) and related improvements upon real property located at New York State Route 25 in Calverton, New York, known and designated as Suffolk County Tax Map Number 0600-135.-1-7.34; and

**WHEREAS**, the Planning Department has reviewed the seven (7) sheet site plan prepared by Thomas Cramer, LSA, last dated September 26, 2012 and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved with conditions; and

**WHEREAS**, the New York State Department of Environmental Conservation has declared itself the Lead Agency in the matter and upon the acceptance of a Draft Environmental Impact Statement has issued a Notice of Determination of Non-Significance (Negative Declaration) dated November 10, 2011) obviating the need for the preparation of a Final Environmental Impact Statement; and

**WHEREAS**, the Central Suffolk Pine Barrens Commission has issued a hardship exemption for the project with respect to clearing within the Central Suffolk Pine Barrens Compatible Growth Area; and

**WHEREAS**, the Suffolk County Planning Commission has recommended the approval of the application by Resolution dated December 5, 2012; and

**WHEREAS**, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. \_\_\_\_; now

**THEREFORE, BE IT**

**RESOLVED**, that the site plan prepared by Thomas Craemer, LSA, lasted dated September 26, 2012 is hereby approved subject to the following conditions:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;
4. That any exterior lighting shall comply with Article XLV of the **Riverhead Town Code** and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;

8. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
9. That all new utilities shall be constructed underground;
10. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
11. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
12. The applicant must satisfy all requirements of the New York State Building Code;
13. That the applicant shall be required to request, pay the applicable fees, and obtain all the necessary site inspections (including drainage improvements prior to backfill, grading and site improvements prior to the first lift of paving, and post-construction prior to the issuance of a certificate) as prescribed in section 108-131E of the **Code of the Town of Riverhead**;
14. That no importation or exportation of materials will take place until a permit for such is obtained by the Town Board pursuant to Chapter 62 of the Riverhead Town Code;
15. That no Building Permits and/or Certificates of Occupancy shall issue until the Town Supervisor or his designee signs the mylar copy of the subject seven (7) sheet site plan prepared by Thomas Cramer, LSA, last dated September 26, 2012, and such signature shall be conditional upon the following:
  - i. That the mylar site plan includes a Town Board certification box, on each page of the plans, in the format approved by the Planning Department;
  - ii. That six (6) paper site plans matching the mylar (including the Town Board certification box on each page) are submitted to the Planning Department;
  - iii. That certification of clean title to the satisfaction of the Town Attorney is submitted;
  - iv. That covenants to the satisfaction of the Town Attorney are submitted and filed (as indicated under item #2);

- v. That the applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system;
  - vi. The approval of a Stormwater Pollution Prevention Plan (SWPPP) by the Stormwater Officer of the Town of Riverhead;
16. That in furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until the applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E; and
17. That no building permit shall issue prior to the issuance of a highway work permit by the New York State Department of Transportation for those improvements to be constructed within the roadbed of New York State Route 25;
18. That no building permit shall issue prior to the recommendation of the Town of Riverhead Architectural Review Board upon all proposed building elevations; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be is hereby authorized to forward a copy of this resolution to Thomas Cramer, LSA, \_\_\_\_; 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 - ABSTAIN  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 207**

**PAYS BILLS**

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

ABSTRACT #13-07 February 21, 2013 (TBM 3/05/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	1,092,994.01	1,092,994.01
POLICE ATHLETIC LEAGUE	4	1,750.00	1,750.00
RECREATION PROGRAM FUND	6	3,428.97	3,428.97
HIGHWAY FUND	111	82,260.11	82,260.11
WATER DISTRICT	112	253,784.20	253,784.20
RIVERHEAD SEWER DISTRICT	114	24,014.44	24,014.44
REFUSE & GARBAGE COLLECTION DI	115	219,499.25	219,499.25
STREET LIGHTING DISTRICT	116	7,782.10	7,782.10
PUBLIC PARKING DISTRICT	117	147.13	147.13
BUSINESS IMPROVEMENT DISTRICT	118	100.53	100.53
AMBULANCE DISTRICT	120	1,165.82	1,165.82
EAST CREEK DOCKING FACILITY FU	122	5,890.16	5,890.16
CALVERTON SEWER DISTRICT	124	1,211.41	1,211.41
RIVERHEAD SCAVANGER WASTE DIST	128	40,553.53	40,553.53
CDBG CONSORTIUM ACOUNT	181	74,678.71	74,678.71
GENERAL FUND DEBT SERVICE	384	19,575.00	19,575.00
TOWN HALL CAPITAL PROJECTS	406	20.00	20.00
TRUST & AGENCY	735	1,232,223.25	1,232,223.25
CALVERTON PARK - C.D.A.	914	7,419.08	7,419.08
<b>TOTAL ALL FUNDS</b>		<b>3,068,497.70</b>	<b>3,068,497.70</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 # 207**

**PAYS BILLS**

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

ABSTRACT #13-08 February 28, 2013 (TBM 3/05/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	249,264.04	249,264.04
POLICE ATHLETIC LEAGUE	4	2,000.00	2,000.00
RECREATION PROGRAM FUND	6	6,525.00	6,525.00
CHILD CARE CENTER BUILDING FUN	9	550.56	550.56
HIGHWAY FUND	111	50,582.83	50,582.83
WATER DISTRICT	112	36,064.90	36,064.90
RIVERHEAD SEWER DISTRICT	114	13,006.96	13,006.96
REFUSE & GARBAGE COLLECTION DI	115	653.19	653.19
STREET LIGHTING DISTRICT	116	1,430.20	1,430.20
AMBULANCE DISTRICT	120	5,284.11	5,284.11
EAST CREEK DOCKING FACILITY FU	122	853.72	853.72
CALVERTON SEWER DISTRICT	124	5,653.44	5,653.44
RIVERHEAD SCAVANGER WASTE DIST	128	2,038.99	2,038.99
WORKERS' COMPENSATION FUND	173	48,551.54	48,551.54
RISK RETENTION FUND	175	5,320.80	5,320.80
MAIN STREET REHAB PROGRAM	177	775.20	775.20
CDBG CONSORTIUM ACOUNT	181	79.65	79.65
TOWN HALL CAPITAL PROJECTS	406	23,871.60	23,871.60
RIVERHEAD SEWER CAPITAL PROJEC	414	10,925.18	10,925.18
CALVERTON SEWER CAPITAL PROJEC	424	1,553.82	1,553.82
TRUST & AGENCY	735	108,476.91	108,476.91
CALVERTON PARK - C.D.A.	914	8,206.72	8,206.72
<b>TOTAL ALL FUNDS</b>		<b>581,669.36</b>	<b>581,669.36</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