

May 5, 2015

CDA Resolution List:

CDA

Res. #6 Authorizes the Chairman to Execute a License Agreement with Riverhead Adventures, LLC

Town Board Resolution List:

Res. #306 Archangel Holdings LLC Water Capital Project Budget Adoption

Res. #307 New Well Construction Plant 17 2014 Capital Project Closure

Res. #308 Knightland Village Water Capital Project Budget Adoption

Res. #309 Recreation Fund Budget Adjustment

Res. #310 Recreation Fund Budget Adjustment

Res. #311 Riverhead Scavenger Waste District 2014 Capital Project Closure

Res. #312 Riverhead Sewer District 2014 Capital Project Closure

Res. #313 Riverhead Water District 2014 Capital Projects Closures

Res. #314 Appoints Temporary Secretary to the Board of Assessment Review (Jeanne Hogan)

Res. #315 Establishes Thursday Farmer's Market Location for 2015 Season

Res. #316 Appoints a Temporary Part-Time Substitute Maintenance Mechanic I to the Seniors Programs (Keith Davis)

Res. #317 Appoints a Provisional Assistant Water District Superintendent (Type IB Treatment Facility) (Thomas Kruger)

Res. #318 Ratifies Approval of a Leave of Absence for a Public Safety Dispatcher (John Seus)

Res. #319 Appoints an Independent Director to the Board of the Riverhead Industrial Development Agency (Lori Ann Pipczynski)

Res. #320 Appoints a Part-Time Bus Diver to the Seniors Programs (David Murphy)

Res. #321 Accepts Highway Superintendent's Personnel Report & Request for Town Board Resolution to Effectuate Personnel Request (Joseph Sheppard)

Res. #322 Establishes Standard Work Day for an Appointed Official

- Res. #323** Appoints a Temporary Clerk to the Tax Receiver's Office (Robyn Schneider)
- Res. #324** Ratifies the Appointment of a Call-In Senior Recreation Leader to the Recreation Department (Rosaleigh Horton)
- Res. #325** Authorizes the Supervisor to Execute Deeds of Gift to the New York State Museum
- Res. #326** Authorizes the Supervisor to Execute an Agreement with Cummins Power Systems, LLC, Regarding Generator Maintenance Service for the Riverhead Water District
- Res. #327** Amends and Corrects Resolution #282 Adopted on April 21, 2015 Authorizing the Publish & Post for Automotive Parts for the Town of Riverhead
- Res. #328** Authorizes the Supervisor to Execute an Extension Agreement with the New York State Department of State Regarding a Step 2 Nomination Brownfields Opportunity Areas (BOA) Grant
- Res. #329** Adopts a Local Law Enacting Chapter 113 Entitled "Hunting" of the Riverhead Town Code
- Res. #330** Offers Support of Grant Application of the Riverhead Foundation for Marine Research and Preservation to conduct Shoreline Cleanups
- Res. #331** Approves the Chapter 90 Application of Douglas Wald ("Sing East End 2015" Benefit for the East End Hospice – Saturday, June 20, 2015)
- Res. #332** Authorizes the Supervisor to Execute an Agreement with National Association of Drug-Free Employees (NADE)
- Res. #333** Authorizes Co-Sponsorship of Weekly Saturday Farmer's Market from May 23, 2015, to September 5, 2015, with the Riverhead Business Improvement District Management Association, Inc., in the Riverhead Parking District, Riverfront Parking Lot, and Authorizes the supervisor to Execute a License Agreement with Designated Vendors
- Res. #334** Deems the Special Permit Application of United Riverhead Terminal Inc. as Withdrawn
- Res. #335** Declares Darby Group Companies, Inc. in Default Regarding the Subdivision Entitled, "Baiting Hollow Club"
- Res. #336** Offers Support to New York State Legislature to Amend the General Municipal Law in Relation to the Creation of the Peconic Bay Regional Transportation Council (Senate Bill #S.3957/Assembly Bill #A.5474)

- Res. #337** Offers Support to New York State Legislature to Amend Chapter 399 of the Laws of 2008 Relating to Giving the Riverhead Town Board the Discretion to Change Speed Limits (Senate Bill #S.4485/A.6353)
- Res. #338** States Opposition to the Increase in the Size or Weight of Tractor-Trailer Trucks
- Res. #339** Amends and Corrects Resolution #300 Adopted on April 21, 2015 Authorizing the Publish and Post of Public Notice to Consider a Local Law to Update and Adopt Procurement Policy Pursuant to General Municipal Law
- Res. #340** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Local law to Amend Chapter 101 Entitled “Vehicles and Traffic” of the Riverhead Town Code (Twomey Avenue - §101-8. Weight Limit of Eight Tons.)
- Res. #341** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Addition of Article LXIII. Planned Development (PD) Zoning Use District)
- Res. #342** Accepts Resignation of Parking District Advisory Committee member (Victor Prusinowski)
- Res. #343** Appoints Member to the Parking District Advisory Committee (John Peragine)
- Res. #344** Sets Date of Annual Riverhead Litter Awareness and Spring Clean-Up Day
- Res. #345** Amends Resolution #301 of 2015 and Authorization to Publish Advertisement for Snack Vendors for the Town of Riverhead
- Res. #346** Amends Resolution #289-2015 and Awards Bid to Maggio’s Sanitation Service Inc. for Disposal and Recycling of Municipal Solid Waste
- Res. #347** Authorizes the Supervisor to Execute an Agreement for Disciplinary Charges with a Police Officer
- Res. #348** Pays Bills

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 6

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH
RIVERHEAD ADVENTURES, LLC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Riverhead Adventures, LLC has expressed its desire to enter into a license agreement with the Town of Riverhead Community Development Agency (CDA) to conduct a 5K recreational run;

WHEREAS, the CDA desires to grant the license to Riverhead Adventures, LLC for this event.

NOW THEREFORE BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Riverhead Adventures, LLC for the term as follows: Set up start date of May 23, 2015, event date of May 30, 2015, and breakdown date of May 31, 2015; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Adventures, LLC, P.O. Box 725, Calverton, NY, 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**LICENSE AGREEMENT BETWEEN THE
TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
AND RIVERHEAD ADVENTURES, LLC**

This Contract is made and entered into as of this _____ day of April, 2015, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (“CDA”) and Riverhead Adventures, LLC, a limited liability company duly organized and existing under the laws of the State of New York, having a principal place of business at 8 North Woods Road, Baiting Hollow, New York 11933 (“Licensee”).

WHEREAS, Licensee has formed for the purposes of organizing, and hosting survival race events; and

WHEREAS, CDA owns fee title to land in Calverton, New York, commonly known as Calverton Enterprise Park (the “Park”), which land is depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Licensee desires a license agreement for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to conduct a 5K recreational run, having a portion of the proceeds being donated to local charities and groups, on Saturday, May 30, 2015, between the hours of 8:00 a.m. and 3:00 p.m.; and

WHEREAS, CDA desires to grant to Licensee a license to enter and use a portion of the Park designated herein as the Licensed Area, to hold a 5K recreational run, for the following terms: (a) Set up start date of May 23, 2015, event date of May 30, 2015, and breakdown date of May 31, 2015.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Licensed Area, Use and Term: The area licensed by CDA to Licensee hereunder (the “Licensed Area”) shall consist of that portion or portions of the Park as depicted by the cross-hatching on Exhibit A attached hereto and made a part hereof and shall include the improvements thereon including but not limited to any building, structure, any necessary equipment and any appurtenances thereto, such as appropriate means for ingress and egress upon the terms and conditions set forth hereunder. This License will provide Licensee and its employees,

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representatives, agents use and occupancy of the Property as follows: (a) commencing on May 23, 2015 (set up), May 30, 2015 (event date), and May 31, 2015 (break down) (the "Term") for purposes of preparing the grounds the intended use of the Licensed Area which includes without limitation; the construction and installation of temporary structures and facilities necessary to the conduct the 5K recreational run described herein (collectively, the "Permitted Use"). Either party may cancel the agreement without cause at any time upon fifteen (15) days written notice.

2. Compliance With Laws: Licensee shall at all times during the Term, comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder arising out of Licensee's Permitted Use and will secure any and all permits or licenses required for its activities and operations carried out at the Licensed Area. CDA agrees to cooperate with Licensee by providing any information at its disposal and otherwise use its best efforts to assist Licensee in pursuing its applications for all necessary approvals.

3. Compensation: In exchange for the License set forth above Licensee shall pay Licensor at the time of execution of the within agreement a fee (the "License Fee") in an amount totaling Four Hundred and 00/100 (\$400.00).

4. Responsibilities of Licensee: Subject to the terms of this Agreement, Licensee will be responsible for carrying out and shall have exclusive control of all operations associated with the within described activities. At the conclusion of the license period, Licensee will promptly commence garbage and rubbish removal and cleanup (the "Cleanup") so that the Property is delivered back to CDA in the same condition (normal wear and tear excepted) as delivered to Licensee on the commencement date of the Term. Licensee will remove all refuse, rubble, garbage and debris created as a result of its use and activities at the Property and dispose of the same at an appropriate waste facility.

5. Authority of CDA: CDA represents and warrants that it owns fee title to the Licensed Area and has all the requisite authority necessary to enter into this agreement.

6. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to CDA. (In addition, Licensee will provide casualty insurance

on the buildings, structures, equipment and facilities within the Property at their full replacement cost.) Licensee shall provide certificates of the foregoing insurance, showing CDA and the Town of Riverhead as additional insured's to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Property as described herein including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Licensee and its employees, agents, representatives and concessionaires, or any concert attendee, of the Property, excepting liability solely caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

7. Miscellaneous Responsibilities of Licensee: Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, Licensee will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary in connection with the project and related activities to take place, including, but not limited to, all planning, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development. Licensee will obtain all necessary approvals required for the Project and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Project or related activities. CDA shall use its best efforts to facilitate the Licensee's acquisition of such necessary approvals. In addition, Licensee will take all actions necessary to restore the Property to its condition existing on the date of the commencement of the Term (normal wear and tear excepted) under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

8. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party. Licensee shall, however be allowed to change the name of either the Licensee entity or the name of the Project in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and

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Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

9. Conditions To License Agreement: The rights and obligations of both CDA and Licensee hereunder are conditioned on Licensee's receipt of the necessary approvals for its project. If Licensee is unsuccessful in obtaining the necessary approvals or the Project does not occur, then this Agreement shall terminate and the obligations of each party herein shall be null and void.

10. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Licensee has caused this instrument to be signed in its company name by Christopher Witt, Member, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Riverhead Adventures, LLC

Riverhead Community Development Agency

By: _____

Name:
Title: Member

By: _____

Name: Sean M. Walter
Title: Chairman

TOWN OF RIVERHEAD

Resolution # 306

ARCHANGEL HOLDINGS LLC
WATER CAPITAL PROJECT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, \$24,858.39 has been received from Archangel Holdings, LLC for the installation of a water service at 300 East Main Street in Riverhead.

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>
412.092705.421050.30127	Developer Fees	24,858.39	
412.083200.523002.30127	Water Mains/Service Installation		24,858.39

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 307

NEW WELL CONSTRUCTION PLANT 17
2014 CAPITAL PROJECT CLOSURE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the New Well Construction at Plant 17, CP #30103 is considered complete as of 12/31/2014.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to close Capital Project #30103, modify the budget and transfer the unused bond proceeds of \$19,210.73 to Water District Reserved for Debt.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 308

**KNIGHTLAND VILLAGE
WATER CAPITAL PROJECT**

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, \$69,021.59 has been received for construction fees representing the installation of a water and fire service feed at Sound Avenue, E/of Route 25A in Wading River.

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>
412.092705.421050.30126	Developer Fees	69,021.59	
412.083200.523002.30126	Water Mains/Service Installation		69,021.59

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 309

RECREATION FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Recreation is requesting a budget adjustment to fund bus trips.

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

	<u>FROM</u>	<u>TO</u>
006.076250.543607 Softball Umpires	10,000	
006.076210.545651 Bus Trips		10,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 310

RECREATION FUND

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Recreation is requesting a budget adjustment in the Recreation Fund.

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

		<u>FROM</u>	<u>TO</u>
006.073105.543601	Playground Program	5,000	
006.071100.542001	Calverton Supplies	3,000	
006.070200.549000	Miscellaneous		4,000
006.076204.524000	Equipment		4,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 311

RIVERHEAD SCAVENGER WASTE DISTRICT
2014 CAPITAL PROJECT CLOSURE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Riverhead Scavenger Waste Capital Project #20040 – Roof Replacements, Headworks and Denitrification Building is considered complete.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget, close the project as of 12/31/14 and return the unspent funds of \$5,521.68 back to the Scavenger Waste Fund Balance.

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 # 312

RIVERHEAD SEWER DISTRICT
2014 CAPITAL PROJECT CLOSURE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Riverhead Sewer Capital Project #20027 – Blackman Plumbing Supply Sewer Service is considered complete.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget, close the project as of 12/31/14 and release the \$3,382.13 of unspent funds back to the developer.

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic 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 # 313

RIVERHEAD WATER DISTRICT
2014 CAPITAL PROJECTS CLOSURES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the following Water Capital Projects Installations are considered complete as of 12/31/2014:

- Capital Project #30109 – Brixmor Property Group “The Shops” Water Installation
- Capital Project #30115 – Theodore Roosevelt Boy Scouts Assoc. Water Installation
- Capital Project #30117 – Laoudis of Calverton LLC Water Installation
- Capital Project #30118 – 1998 Peconic LLC, Edwards Avenue Water Installation
- Capital Project #30119 – Woolworth Revitalization, LLC Water Installation
- Capital Project# 30120 – Hampton Jitney Inc. Water Main/ Service Installation

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to close the projects, modify the budgets and release the unused developer money of \$4,557.90 for project 30117 back to the Developer.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 314

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, Jeanne Hogan has expressed an interest in serving in this capacity.

NOW, THEREFORE, BE IT RESOLVED, that Jeanne Hogan be and is hereby appointed as temporary secretary to the Board of Assessment Review at an hourly rate of \$13.50 effective May 6, 2015 through December 31, 2015; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Jeanne Hogan, PO Box 280, Wading River, NY 11792, 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

TOWN OF RIVERHEAD

Resolution # 315

ESTABLISHES THURSDAY FARMERS' MARKET LOCATION FOR 2015 SEASON

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead provides space within the downtown riverfront parking area for the Thursday Farmers' Market on a seasonal basis; and

WHEREAS, the Farmers' Market utilized the parking area located behind 111, 117 East Main Street (aka parking lot behind the former Swezey's building) the eastern portion of SCTM#0600 128 6 86.1 on property owned by the Town of Riverhead in 2014 and found the location to be acceptable.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning July 9, 2015 from 11am – 4pm for the 2015 season.

BE IT FURTHER RESOLVED, that Town Clerk shall forward a certified copy of this resolution to Bob Gammon, 70 Woodside Lane, Laurel, NY 11948, and Suffolk County Dept. of Health Services (WIC Administrative Office), H. Lee Dennison Building 100 Veterans Memorial Hwy., PO Box 6100, Hauppauge, NY 11788, and

BE IT FURTHERED RESOLVED, that the Town Clerk shall forward a copy of this resolution to the Community Development Department and 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

TOWN OF RIVERHEAD

Resolution # 316

**APPOINTS A TEMPORARY PART-TIME SUBSTITUTE MAINTENANCE MECHANIC I
TO THE SENIORS PROGRAMS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a temporary Part-Time Maintenance Mechanic I is needed in the Home Chore Division of the Seniors Programs to substitute for an existing staff member who is on a leave of absence; and

WHEREAS, the vacancy for this temporary position was duly advertised, interviews were conducted, and pending the results of a favorably completed background check, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to a completed background check, Keith Davis be and is hereby appointed as temporary part-time Maintenance Mechanic I at the hourly rate of \$17.50 effective May 6, 2015 through such time as the incumbent Mechanic returns to work or is terminated as per Section 71 of Civil Service law.

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 # 317

**APPOINTS A PROVISIONAL ASSISTANT WATER DISTRICT SUPERINTENDENT
(TYPE 1B TREATMENT FACILITY)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, due to the retirement of Water District Superintendent Gary Pendzick and the subsequent promotion of the former Assistant Water District Superintendent, a vacancy now exists for an Assistant Water District Superintendent to assist in the day-to-day operations of the Riverhead Water District; and

WHEREAS, a recommendation has been made by the current Water District Superintendent to appoint Senior Water Treatment Plant Operator IB, Thomas Kruger, to this vacant position; and

WHEREAS, as no current list of Certified Eligibles for the title of Assistant Water District Superintendent (Type 1B Treatment Facility) exists, the Suffolk County Department of Civil Service has issued approval to fill the position on a provisional basis until such a time when a Certified List of Eligibles for the title of Assistant Water District Superintendent (Type 1B Treatment Facility) is released.

NOW, THEREFORE, BE IT RESOLVED, that effective today, May 5, 2015 Thomas Kruger be and is hereby appointed as provisional Assistant Water District Superintendent (Type 1B Treatment Facility) at an annual salary of \$90,000.00; and

BE IT FURTHER RESOLVED, that this Town Board hereby authorizes the Town Supervisor to enter into a contract agreement with Thomas Kruger.

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 # 318

**RATIFIES APPROVAL OF A LEAVE OF ABSENCE FOR A
PUBLIC SAFETY DISPATCHER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Public Safety Dispatcher I John Seus is a Reservist of the United States Air National Guard; and

WHEREAS, PSD Seus has military orders calling him to active duty under the authority of Title 10, U.S. Code Section 12301; and

WHEREAS, PSD Seus has made application to the Chief of Police for an unpaid military leave of absence beginning on March 30, 2015 and continuing through April 30, 2015.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Uniformed Services Employment and Reemployment Rights Act, Title 38, this Town Board hereby ratifies approval for the aforementioned leave of absence for PSD John Seus; and

BE IT FURTHER RESOLVED, that approval for this military leave shall be extended beyond April 30, 2015 should PSD Seus receive further orders that require him to remain on active duty under the authority of Title 10, U.S. Code Section 12301.

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 # 319

**APPOINTS A MEMBER TO THE BOARD OF THE RIVERHEAD
INDUSTRIAL DEVELOPMENT AGENCY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy exists for the position of a member to serve on the Board of Directors for the Riverhead Industrial Development Agency; and

WHEREAS, this position was duly posted, interviews were conducted, and a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Lori Ann Pipczynski to the Riverhead Industrial Development Agency Board of Directors for a term commencing May 6, 2015 and ending on December 31, 2018; 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 # 320

APPOINTS A PART-TIME BUS DRIVER TO THE SENIORS PROGRAMS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Part-Time Bus Driver is needed at the Seniors Center to cover shifts when the Full-time Bus Drivers have scheduled or unexpected time off from their job duties; and

WHEREAS, in accordance with the CSEA contract, the vacancy for this part-time position was duly posted for, Job Posting #11, duly advertised for, and a recommendation of a suitable candidate has been received from the Seniors Program Director.

NOW, THEREFORE, BE IT RESOLVED, that effective May 6, 2015 this Town Board hereby appoints David Murphy to the position of Part-time Bus Driver at an hourly rate of \$18.00.

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 # 321

**ACCEPTS HIGHWAY SUPERINTENDENT'S PERSONNEL REPORT & REQUEST
FOR TOWN BOARD RESOLUTION TO EFFECTUATE PERSONNEL REQUEST**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Town Law § 64(1), the Town Board has general management and control of the finances of the Town; and

WHEREAS, pursuant to Town Law § 64(3), the Town Board has general management and control of Town property; and

WHEREAS, pursuant to Town Law § 20 and except as otherwise provided by law, the Town Board has the responsibility to employ such persons as the Town Board deems necessary for the proper conduct of the affairs of the Town; and

WHEREAS, pursuant to Town Law § 27, the Town Board shall fix, from time to time, the salaries of all officers, officials and employees of said town, whether elected or appointed, and determine when the same shall be payable; and

WHEREAS, pursuant to Highway Law § 140(4), the Highway Superintendent shall employ such persons as may be necessary for the maintenance and repair of Town highways and removal of obstructions caused by snow and provide for the supervision over such employees, subject to the provisions of law recited above and, including but not limited to, available appropriations for such purpose, any applicable civil service requirements (see e.g. Civil Service Law § 75), and any applicable collective bargaining agreement provisions; and

WHEREAS, the Highway Superintendent filed a Personnel Report and Request for Town Board Resolution to Effectuate Personnel Request, to wit, accept the retirement of Automotive Equipment Operator Joseph Sheppard.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts the Highway Superintendent's Personnel Report and Request Town Board Resolution to Effectuate Personnel Request, to wit accept the retirement of Automotive Equipment Operator Joseph Sheppard effective April 25, 2015; and be it further

RESOLVED, that the Personnel Officer and Financial Administrator are hereby directed to take such action to effectuate this personnel matter on behalf of the Highway Superintendent; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Town Highway Superintendent, Personnel Officer, Financial Administrator and Town Attorney's Office; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 322

ESTABLISHES STANDARD WORK DAY FOR AN APPOINTED OFFICIAL

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

BE IT RESOLVED, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby establishes the following as the standard work day for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by this official to the clerk of this body:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier I)	Current Term Begin & End dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No If Yes, do not complete the last two columns)	Record of Activities Result	Not Submitted (Check only if official did not submit their Record of Activities)
Appointed Officials									
Planning Board Member	7.00	Stanley Carey	XXXX	3447803-2		02/01/2014-12/31/2018	N	2.13	

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 # 323

APPOINTS A TEMPORARY CLERK TO THE TAX RECEIVER'S OFFICE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to a completed background check, Robyn Schneider be and is hereby appointed as temporary part-time clerk effective May 18, 2015 through June 19, 2015 at the hourly rate of \$10.25.

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 # 324

**RATIFIES THE APPOINTMENT OF A CALL-IN SENIOR RECREATION LEADER
TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Senior Recreation Leader is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective April 20, 2015, this Town Board hereby ratifies the appointment of Rosaleigh Horton to the position of Call-In Senior Recreation Leader to be paid the rate of \$22.00 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 325

**AUTHORIZES THE SUPERVISOR TO EXECUTE
DEEDS OF GIFT TO THE NEW YORK STATE MUSEUM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Museum, under contract with the New York State Department of Transportation, conducted an archaeological survey of a portion of your property in the summer to the winter of 2011 to identify cultural resources prior to modifications to River Road, S. Jamesport Ave. and Manor Lane in the Town of Riverhead, Suffolk County, New York; and

WHEREAS, during the course of this survey archaeological materials associated with three sites were recovered; namely, the J.E. Weir site, the George Young Community Center and the Ferguson site; and

WHEREAS, a list of Archaeological materials listed in the attached inventory have been placed under the care of the Museum and are considered important evidence of local and state history and prehistory that the Museum would like to retain as part of its permanent collections; and

WHEREAS, the New York State Museum has requested that the Town of Riverhead execute the attached Deed of Gift regarding archaeological materials recovered from each site.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, authorizes the Supervisor's execution of each Deed of Gift in substantially the same format as attached; 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



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12230

New York State Museum Office of the Registrar
Tel. 518-473-8574
Fax 518-473-8496

DEED OF GIFT

Sean Walter, Town of Riverhead Supervisor

Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

acknowledges that they are the owner in full of the following and give, grant, and convey the items listed below to the Commissioner of Education as Chief Executive Officer of the Board of Regents of the University of the State of New York.

Prehistoric archaeological materials from the Ferguson Site (New York State Museum site #12352, New York State Museum Accession # A2015.10B). Please see attached list.

These items become the property of the New York State Museum and shall be recorded as an unrestricted gift. The New York State Museum reserves the right to manage this property as it wishes. Due to limited exhibition space and the Museum's policy of rotating exhibits, exhibition of any object cannot be assured. Gifts to the New York State Museum are deductible from taxable income in accordance with the provisions of the Federal Income Tax laws. It is the responsibility of the donor to establish the value of the gift.

Acceptance of your material by the New York State Museum means that it is a valuable addition to the Museum's collections.

The greater part of a museum's collections are not on public view at any given moment. The New York State Museum utilizes its collections in the following ways: permanent exhibition; rotating exhibition; loans to other museums and institutions for exhibition and research; educational programs and projects; scientific and historical research; maintaining type and study collections for research; and preserving materials threatened by man's activities. Thus, unseen collections enable the Museum to carry out its wide variety of programs.

Items accepted by the Museum become the sole property of the New York State Museum and are not returnable.

Copies of the Museum's mission statement, collection policy, and deaccessioning (disposal) policy are available upon request in accordance with the NYS Education Law Section 233a.

Donor's Signature _____ Date _____

Gratefully Received by _____ Date 4/13/2015

Dr. Jonathan C. Lothrop, Curator of Archaeology

Unit	STP	Level	Amount	Description	Comments
Site: Ferguson Site			NYSM Site Number: 12352		
11		2	1	projectile point frag	quartz; pre-form projectile point; 39.8mmLx25.8mmWx10.1mm thick
			1	coal	
11.01		1	1	flake, broken	possible; quartz
			4	clear bottle glass	body; 1 body has embossing "...IVE..."; at least 1 bottle represented
			0	unmodified rock/stone	1 quartz discarded in lab
			2	slag	
11.02		1	1	shatter	possible block shatter; quartz
			7	undecorated ironstone/whiteware	5 refit; 1 handle represented
11.03		1	6	unmodified bone	bones of juvenile muskrat: 1 right ulna; left mandible with teeth, 2 cervical vertebrae, and 1 thoracic vertebra
			26	brown bottle glass	1 crown rim finish with bottle cap still attached; 1 neck; 14 body; 4 body with either stippling or lettering; 4 body with partial shield; 1 embossed body/heel "NO DEPOSIT"; 1 base; 1 beer bottle represented
410		1	2	charcoal	
			1	wire	
			1	coal	
411		2	2	flake, broken	quartz, possible
			1	aqua flat glass	
413		1	1	biface	quartzite; broken biface tip
			1	flake, broken	chert
			1	plaster	w/whitewash/paint
			3	brown bottle glass	
			2	coal	
413		2	1	brown bottle glass	
415		1	1	common wire nail	
			1	clear flat glass	
415		2	2	flake, broken	quartz
415		3	1	flake, broken	quartz, possible
416		1	1	flake, broken	quartz
			1	flake, broken	chert
			1	unidentified square nail	
			8	unidentified brick	
			1	aqua flat glass	
			1	clear curved glass	
417		1	8	brown bottle glass	1 base "42", 2 heels, 5 body (1 with foil label remains)
418		2	1	Styrofoam	

Unit	STP	Level	Amount	Description	Comments
422		1	1	flake, primary	quartzite
			1	clear flat glass	
422		2	1	flake, broken	quartzite
			1	flake, primary	quartzite
			2	flake, secondary	quartzite
			2	flake, tertiary	quartzite
			1	shatter	quartzite; possible shatter
422		3	1	shatter	quartzite; possible shatter
			2	flake shatter	quartzite; possible flake shatter

Site: GYCC Site

NYSM Site Number: 12468

Unit	STP	Level	Amount	Description	Comments
1103		5	1	mussel shell	
			4	unidentified shell	
			1	charcoal	
			4	wood frag	frags are painted a peach/orange color
			1	unidentified metal	thin metal sheet 7.75 in. x 1.25 in
			1	unidentified metal	half circle with both sides have a zig zag finishing, bottom is "anvil" shaped, very heavy
			1	unidentified metal	cone like
			4	unidentified metal	thick strips of metal, 1 square inch, 1 4.25 x 1 inch, 2 others are irregular shaped
			65	unidentified metal	various small frags of metal
			1	unidentified metal	2 thick sheets of metal attached by a nail with a washer. Both sheets are curved at the distant ends
			12	machine cut nail	
			17	common wire nail	
			2	wire roofing nail	
			12	unidentified nail	
			1	bolt	
			2	metal sheeting/sheathing	2 strips of metal (refit), many holes of different sizes put through it, not machine made holes 4.5 in by 1 in metal
			4	wire	
			1	domestic/activity-related metal object with other material(s) attached	metal cylinder with etching on top and bottom, possibly was painted green, brush thistles come out of the top, possibly a make up brush used with powder for the face
			2	unidentified brick	
			2	unidentified brick	1/3 of brick and almost complete brick missing a corner, both have mortar still attached on one side
			20	aqua flat glass	
			17	light green flat glass (not 18th century)	
			32	aqua bottle glass	most are burned, thick bottle, 1 body says (ZE.. /LONG.../REC...) in a circle, 1 body says (...TUCK.../...LAND/..RED) do not refit, 3 bases
2	aqua bottle glass	deep aqua colored body with leaf decoration on it (refit), slightly burned			
6	brown bottle glass	1 base/heel with indented circle on bottom, others are slightly burned body, one has seam, machine made all go to same vessel, some refit			
4	clear bottle glass	1 almost complete base, 1 banded rim, 2 body, all burned			
7	olive-green bottle glass	very dark color, one complete base/heel with (3 K) on the bottom, 2 body, 4 spalls, one refits. All sherds go to same vessel			
1	olive-green bottle glass	incomplete bottom half of bottle			
1	cinder	light bluish in color on one side			
5	slag				



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12230

New York State Museum Office of the Registrar
Tel. 518-473-8574
Fax 518-473-8496

DEED OF GIFT

Sean Walter, Town of Riverhead Supervisor

Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

Phone

acknowledges that they are the owner in full of the following and give, grant, and convey the items listed below to the Commissioner of Education as Chief Executive Officer of the Board of Regents of the University of the State of New York.

Historic archaeological materials from the GYCC site (New York State Museum site # 12468, New York State Museum Accession # A2015.10E). Please see attached list.

These items become the property of the New York State Museum and shall be recorded as an unrestricted gift. The New York State Museum reserves the right to manage this property as it wishes. Due to limited exhibition space and the Museum's policy of rotating exhibits, exhibition of any object cannot be assured. Gifts to the New York State Museum are deductible from taxable income in accordance with the provisions of the Federal Income Tax laws. It is the responsibility of the donor to establish the value of the gift.

Acceptance of your material by the New York State Museum means that it is a valuable addition to the Museum's collections.

The greater part of a museum's collections are not on public view at any given moment. The New York State Museum utilizes its collections in the following ways: permanent exhibition; rotating exhibition; loans to other museums and institutions for exhibition and research; educational programs and projects; scientific and historical research; maintaining type and study collections for research; and preserving materials threatened by man's activities. Thus, unseen collections enable the Museum to carry out its wide variety of programs.

Items accepted by the Museum become the sole property of the New York State Museum and are not returnable.

Copies of the Museum's mission statement, collection policy, and deaccessioning (disposal) policy are available upon request in accordance with the NYS Education Law Section 233a.

Donor's Signature _____ Date _____

Gratefully Received by *Michael T. Lucas* Date 4/13/2015
Dr. Michael T. Lucas, Curator of Historical Archaeology

Unit	STP	Level	Amount	Description	Comments
422		1	1	flake, primary	quartzite
			1	clear flat glass	
422		2	1	flake, broken	quartzite
			1	flake, primary	quartzite
			2	flake, secondary	quartzite
			2	flake, tertiary	quartzite
			1	shatter	quartzite; possible shatter
422		3	1	shatter	quartzite; possible shatter
			2	flake shatter	quartzite; possible flake shatter

Site: GYCC Site

NYSM Site Number: 12468

1103		5			
			1	mussel shell	
			4	unidentified shell	
			1	charcoal	
			4	wood frag	frags are painted a peach/orange color
			1	unidentified metal	thin metal sheet 7.75 in. x 1.25 in
			1	unidentified metal	half circle with both sides have a zig zag finishing, bottom is "anvil" shaped, very heavy
			1	unidentified metal	cone like
			4	unidentified metal	thick strips of metal, 1 square inch, 1 4.25 x 1 inch, 2 others are irregular shaped
			65	unidentified metal	various small frags of metal
			1	unidentified metal	2 thick sheets of metal attached by a nail with a washer. Both sheets are curved at the distant ends
			12	machine cut nail	
			17	common wire nail	
			2	wire roofing nail	
			12	unidentified nail	
			1	bolt	
			2	metal sheeting/sheathing	2 strips of metal (refit), many holes of different sizes put through it, not machine made holes 4.5 in by 1 in metal
			4	wire	
			1	domestic/activity-related metal object with other material(s) attached	metal cylinder with etching on top and bottom, possibly was painted green, brush thistles come out of the top, possibly a make up brush used with powder for the face
			2	unidentified brick	
			2	unidentified brick	1/3 of brick and almost complete brick missing a corner, both have mortar still attached on one side
			20	aqua flat glass	
			17	light green flat glass (not 18th century)	
			32	aqua bottle glass	most are burned, thick bottle, 1 body says (ZE.. /LONG.../REC...) in a circle, 1 body says (...TUCK.../...LAND/..RED) do not refit, 3 bases
			2	aqua bottle glass	deep aqua colored body with leaf decoration on it (refit), slightly burned
			6	brown bottle glass	1 base/heel with indented circle on bottom, others are slightly burned body, one has seam, machine made all go to same vessel, some refit
			4	clear bottle glass	1 almost complete base, 1 banded rim, 2 body, all burned
			7	olive-green bottle glass	very dark color, one complete base/heel with (3 K) on the bottom, 2 body, 4 spalls, one refits. All sherds go to same vessel
			1	olive-green bottle glass	incomplete bottom half of bottle
			1	cinder	light bluish in color on one side
			5	slag	



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12230

New York State Museum Office of the Registrar
Tel. 518-473-8574
Fax 518-473-8496

DEED OF GIFT

Sean Walter, Town of Riverhead Supervisor

Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

Phone

acknowledges that they are the owner in full of the following and give, grant, and convey the items listed below to the Commissioner of Education as Chief Executive Officer of the Board of Regents of the University of the State of New York.

Historic archaeological materials from the J.E. Weir site (New York State Museum site # 12339, New York State Museum Accession # A2015.10A). Please see attached list.

These items become the property of the New York State Museum and shall be recorded as an unrestricted gift. The New York State Museum reserves the right to manage this property as it wishes. Due to limited exhibition space and the Museum's policy of rotating exhibits, exhibition of any object cannot be assured. Gifts to the New York State Museum are deductible from taxable income in accordance with the provisions of the Federal Income Tax laws. It is the responsibility of the donor to establish the value of the gift.

Acceptance of your material by the New York State Museum means that it is a valuable addition to the Museum's collections.

The greater part of a museum's collections are not on public view at any given moment. The New York State Museum utilizes its collections in the following ways: permanent exhibition; rotating exhibition; loans to other museums and institutions for exhibition and research; educational programs and projects; scientific and historical research; maintaining type and study collections for research; and preserving materials threatened by man's activities. Thus, unseen collections enable the Museum to carry out its wide variety of programs.

Items accepted by the Museum become the sole property of the New York State Museum and are not returnable.

Copies of the Museum's mission statement, collection policy, and deaccessioning (disposal) policy are available upon request in accordance with the NYS Education Law Section 233a.

Donor's Signature _____ Date _____

Gratefully Received by Mike Lucas Date 4/13/2015
Dr. Michael T. Lucas, Curator of Historical Archaeology

NEW YORK STATE MUSEUM

Artifact Inventory

Riverhead
Riverhead
Suffolk
0759.54

Catalogued by: Caitlin King, John Pasquini & Tracey
Thomas

Unit	STP	Level	Amount	Description	Comments
Site: J.E. Weir Site			NYSM Site Number: 12339		
371		2	1	cinder	
371		3	1	clam shell	
			1	undecorated ironstone/whiteware	rim
			1	brown bottle glass	
			1	cinder	
			1	coal	
371		4	20	can frag	
			28	undecorated ironstone/whiteware	3=base (2=mug base, 1=possible bowl base); 2=rim (pcs will refit, possible mug rim); 14=hollowware body (2=possible bowl body); 2=flatware body; 1=flatware rim; 6=body
			1	black transfer-printed ironstone/whiteware	body; possible maker's mark
			4	brown transfer-printed ironstone/whiteware	hollowware; 1=rim, 3=body; possible mug
			1	undecorated pearlware	body
			1	unidentified brick	
			2	clear table glass, leaded	
			1	clear table glass, pressed	base; w/star burst pattern
			1	clear curved glass	
			16	leaded lamp glass	1=shows signs of wear in a frosted-looking band
			1	light bulb glass	possible
			5	cinder	
			2	coal	
371		5	1	unidentified iron/steel	part rod w/possible spring attached; part angled bar, possible support leg?
			20	can frag	
			46	undecorated ironstone/whiteware	9=base (4=hollowware; 5=flatware); 4=rim (2=hollowware; 2=flatware); 33=body (14=hollowware, 4=flatware; 15=body)
			8	brown transfer-printed ironstone/whiteware	hollowware; 6=body; 2=rim; possible mug
			1	undecorated pearlware	body
			7	blue transfer-printed pearlware	body
			20	Rockingham/Bennington yellowware	hollowware; 18=body; 2=base
			5	clear curved glass	
			2	clear curved glass, leaded	
			5	amber bottle glass	
			1	brown bottle glass	
			39	leaded lamp glass	1=shows signs of wear in a frosted-looking band
			1	light bulb glass	possible
			1	unmodified rock/stone	quartzite; possible primary flake
			2	cinder	

TOWN OF RIVERHEAD

Resolution # 326

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CUMMINS POWER SYSTEMS, LLC, REGARDING GENERATOR MAINTENANCE SERVICE FOR THE RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, The Town of Riverhead requires generator maintenance service regarding the effective administration of the Riverhead Water District; and

WHEREAS, Cummins Power Systems, LLC, is ready, willing and able to provide generator service and maintenance at two separate plant facilities; and

WHEREAS, the cost for such one-year service shall be a total of \$4,430.00.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Cummins Power Systems, LLC in substantially the same form annexed hereto, regarding generator maintenance service at two separate plant facilities; 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



LONG ISLAND BRANCH
 3025 VETERANS MEMORIAL
 HIGHWAY
 RONKONKOMA, NY 11779
 Phone: 855-812-2278

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
RIVERHEAD WATER DEPT. TOWN OF RIVERHEAD 1035 PULASKI ST. Riverhead, NY 11901	Contact: Mark Conklin Phone: 631 466-0858 Fax: 631 369-4608 Cust Id: 340325	Quote Date: 28-JAN-15 Quote Expires: 31-AUG-15 Quote Num: 12920 Quoted By: Robert J Mongrandi Quote Term: 1 Year(s)

Site Information				
1	PLANT# 11	5737 MIDDLE COUNTRY RD.	CALVERTON	NY 11933
2	PLANT# 12	GRUMMEN BLVD. &	CALVERTON	NY 11933

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	1	ONAN	500DFED-558762	500DFED-5587622G	A030454361	GENSET
2	2	ONAN	275DFBF-3731Y	275DFBF-3731Y	E036501839	GENSET

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	1	FULL PM SERVICE (FS)	1	1,595.00	1,595.00
		PM INSPECTION (IN)	1	620.00	620.00
2	2	FULL PM SERVICE (FS)	1	1,595.00	1,595.00
		PM INSPECTION (IN)	1	620.00	620.00

Site Locations:
 Plant #11, 5737 Middle Country Road, Calverton, NY
 Plant #12, Grummen Blvd & Swan Pond Road, Calverton, NY

Renewal PM Agreement Dates: May 13, 2015-May 12, 2016

Semi-Annual Planned Maintenance Agreement consisting of (1) FSPM and (1) INPM performed on the above listed equipment annually. Program includes oil and coolant sampling during FSPM Service. All services performed normal business hours between 7:30am-3:30pm Mon-Fri, excluding holidays.

This agreement does not constitute "an all inclusive" agreement. Pricing is for the quantity of specific service events listed above. Therefore, but not limited to, any additional service requests, additional repairs as quoted and approved by you, or emergency service requests will be billable to your account. The attached terms and conditions apply.

All services performed by Cummins Factory Direct Certified Technicians utilizing factory authorized parts and materials suited for your specific equipment under standby use. All waste materials disposed in accordance with EPA / DEP Regulations. Reports submitted upon completion.

This customer will be invoiced as services are rendered, terms are net 30 days.

For any questions or comments regarding this agreement, please contact the following:
 Bob Mongrandi / Territory Manager PM direct: 718-502-1209 email: robert.mongrandi@cummins.com

Thank you for the opportunity!



Cummins
Power Systems,
LLC

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
RIVERHEAD WATER DEPT. TOWN OF RIVERHEAD 1035 PULASKI ST. Riverhead, NY 11901	Contact: Mark Conklin Phone: 631 466-0858 Fax: 631 369-4608 Cust Id: 340325	Quote Date: 28-JAN-15 Quote Expires: 31-AUG-15 Quote Num: 12920 Quoted By: Robert J Mongrandi Quote Term: 1 Year(s)

> Please return via email a scanned copy of approved signed agreement/
 purchase order/check image to:
 Bob Mongrandi / PM Territory Manager
 email: robert.mongrandi@cummins.com

[] PLEASE CHECK HERE IF PREPAYING BY CREDIT CARD, A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU FOR YOUR PAYMENT INFORMATION AND PROCESSING, THANK YOU.

Standard Agreement Amount	\$4,430.00
Proposal Total	\$4,430.00

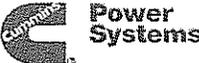
P.O./ Check # _____
 Print Name _____
 Title / Position _____

Customer Approval

Signature: _____
 Date: _____

CUMMINS POWER SYSTEMS, LLC

Signature: *Robert J Mongrandi*
 Date: _____



Bob Mongrandi
Territory Manager

Cummins Power Systems, LLC
 3025 Veterans Memorial Highway
 Ronkonkoma, NY 11779-7654
 Phone 631 820 3822 ext. 20903
 Fax 631 820 3826
 Cell 609 398 8820
www.powersystems.cummins.com
robert.mongrandi@cummins.com

PLANNED MAINTENANCE TERMS AND CONDITIONS

- (A) This Planned Maintenance Agreement is entered into by Cummins Power Systems, L.L.C., and owner/agent named for the specific listed equipment, on page 1. During the term of this Agreement, provided your account is current, CPS will perform the service work as described in the Planned Maintenance Check List, on the listed equipment. The equipment will be inspected and/or serviced at agreed intervals during normal business hours (unless otherwise specified) the term this agreement is in effect. A written report is to be provided to the customer within 10 days following the visit. As part of this agreement, it is recommended that the customer follow the maintenance procedures described in their specific operators manuals. This agreement is for a specified term on page 1 and does NOT automatically renew. To renew or extend the term of your agreement please contact the salesperson listed on this agreement.
- (B) Agreement price includes materials, labor, travel time, and mileage to perform the services listed on the Planned Maintenance Check List. Unless specified otherwise on page 1, agreement includes lube oil, lube oil filters, fuel oil filters, coolant filters (where used), and 1 gallon of coolant (top off).
- (C) CPS warrants and agrees that all of its personnel, performing services pursuant to this agreement shall be factory (Cummins, Inc.) certified for the services they perform and that all parts and materials installed shall be new and suitable for the use intended.
- (D) Unless otherwise specified, this agreement is to be invoiced and paid in full at the beginning of the agreement term. Payment terms are net 30 days from the invoice date, subject to credit department approval, unless otherwise noted herein. A late charge of 1.5% per month will be imposed on any overdue balance until paid. PMA services will not be provided until invoices for the listed equipment are paid, including any late charges, regardless of invoice date.
- (E) The above price does not include any federal, state or local taxes.
- (F) The above price will be held firm for 30 days from date of our quotation.
- (G) CPS is not responsible for serving and paying fees, for any permits, licenses, certificates, inspections, registration, and the like required by the state, city, town, government, or regulatory agency that may be required in any way for the installation and operation of the above quoted equipment.
- (H) This proposal represents the complete agreement. Such agreement may not be modified except by written agreement of both parties. These specific Terms and Conditions take precedence over customer's purchase orders concerning all matters related to generator systems service sales, payment terms, and warranty.
- (I) This agreement is subject to cancellation by 30 days written notice by either party for whatever reason. CPS is entitled to be compensated for any services provided to customer up to including any costs required to collect costs for services rendered.
- (J) Cummins Power Systems, LLC warranty does not warrant the sale of new or remanufactured products, manufactured or remanufactured by third parties. The only manufacturers, or remanufacturers, whose warranties are administered by Cummins Power Systems, LLC are Cummins, Inc., Diesel ReCon Company, and Onan Corporation. The warranty period for services rendered under this Planned Maintenance Agreement is 90 days from date of service or 250 elapsed run hrs from service date, whichever occurs first.
- (K) The liability of Cummins Power Systems, LLC arising out of any defects shall not in any case exceed the cost of correcting such defects in accordance with the aforementioned warranties and shall not include any transportation charges, owner's labor or materials, loss of revenue, or any direct or indirect consequential damages whether foreseeable or not. Such correction shall constitute a fulfillment of all obligations to the owner and owner's sole remedy.
- (L) Cummins Power Systems, LLC makes no warranty as to normal wear and tear, nor do we agree to be liable for loss of time to the user while the engine or other equipment is out of commission, nor for any labor or other expense, damage or loss occasioned, or claimed to be occasioned, by defective parts. None of these warranties will apply to (1) any engine or product that shall have been subject to over speeding, misuse, negligence or accident, (2) any engine or product that shall have been repaired, ordered by anyone in such a way that in the judgment of CPS, its performance and reliability are adversely affected, (3) any part of an engine or product improperly applied or installed by anyone other than CPS, (4) failures in any way resulting from use of parts not manufactured or approved by CPS, (5) normal maintenance services including but not limited to such things as engine tune-up, lubricants, anti-freeze, and the repair or replacement of filters and belts.
- (M) Note: There are no warranties, expressed or implied, including warranties or merchantability or fitness for a particular purpose by Cummins Power Systems, LLC or any of its dealers, except the warranties specified herein. No person is authorized to bind Cummins Power Systems, LLC for any such other warranty.
- (N) Notwithstanding any of the above, the liability in contract, in tort, under any warranty, in negligence or otherwise of Cummins Power Systems, LLC shall not exceed the return of the amount of the purchase price. Under no circumstances shall Cummins Power Systems, LLC be liable for consequential damages. The prices for Cummins Power Systems, LLC products are based upon and in consideration for limiting the liability of Cummins Power Systems, LLC.
- (O) Force Majeure Events: The Company will not be liable for any loss, damage, or delay due to any cause beyond its reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.
- (P) Customer Responsibilities: Customer agrees to provide unrestricted and safe access to the Units and a safe work place for the CPS Personnel. Customer agrees to comply with all applicable state and local laws, ordinances, and regulations related to the operation of the Units. The owner is responsible for the operation and maintenance of the equipment as specified in the operations and maintenance manuals/bulletins. Owner is responsible for the costs associated with such maintenance and any adjustments which may be required. Owner is also responsible for providing proof that all recommended maintenance has been performed. Owner is responsible for correct mileage/hour documentation and maintaining an operative usage meter.
- (Q) Notices: Any notice to be given to Customer under this Agreement shall be in writing and sent to the address shown on the front of this Agreement. Any notice to be given to the CPS under this Agreement shall be in writing and sent to: Cummins Power Systems LLC, 2727 Ford Rd, Bristol PA 19007, Attention: General Manager - Planned Maintenance Business. Any such notices will be deemed given when mailed with return receipt requested via the United States Postal System or via a nationally recognized overnight courier service.



24/7 Emergency Service # 855-812-2278

**2014 Power Generation Field Service Labor Rates
Long Island, NY Contract Customers Equipment**

The following labor rates are for customers units **Covered** by a **“Signed” Planned Maintenance Agreement**. These rates would apply to any additional work/repairs that are not part of the **Planned Maintenance Agreement**.*

Monday - Friday 7:00 AM- 3:30 PM	\$145.00/hour
Monday - Friday 3:30 PM – 7:30 PM	\$217.50/hour
Monday - Friday 7:30 PM -7:00 AM	\$290.00/hour
Saturday, first 8 hours	\$217.50/hour
Saturday, after the first 8 hours	\$290.00/hour
Sunday	\$290.00/hour
Holiday's	\$290.00/hour

Non-Contracted Customers / Equipment.

The following labor rates are for customers units **Not Covered** by a **“Signed” Planned Maintenance Agreement**. These rates would apply to any work/repairs performed.*

Monday-Friday, 7:00AM- 3:30 PM	\$155.00/hour
Monday-Friday, 3:30PM – 7:30 PM	\$232.50/hour
Monday-Friday, 7:30PM - 7:00 AM	\$310.00/hour
Saturday, first 8 hours	\$232.50/hour
Saturday, after the first 8 hours	\$310.00/hour
Sunday	\$310.00/hour
Holiday's	\$310.00/hour

* All Service / Diagnostic / Emergency calls are billed at a 4 hour minimum charge, plus travel. Travel time and mileage are portal to portal + tolls.
Mileage charge is \$2.25 per mile.

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2015, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Cummins Power Systems, LLC, a company existing under the laws of the State of New York with a principal place of business at 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779 (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.

2. TERM OF AGREEMENT

The Agreement shall commence on May 13, 2015 and terminate on May 12, 2016.

3. PAYMENT

For these services, Town will pay Consultant at the rate of \$4,430.00 as 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. Consultant shall produce an invoice after each completed service visit, and such invoice(s) shall be due net thirty (30) days from the invoicing date.

4. RIGHTS TO DOCUMENTS OR DATA

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

shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time and for any reason by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In the event Consultant or Town cancels agreement, Town shall be entitled to a prorated refund of all fees paid to date.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Robert Mongrandi, Cummins Power systems, LLC, 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779.

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 in the amount of \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment

with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

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

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement. In the event that any of the material(s) and/or workmanship, used under this agreement, are found to be defective during the Warranty Coverage, Cummins Power Systems shall correct such defect(s) at no additional cost to the Town during the Warranty Coverage Period which shall be effective for ninety (90) days from the date of installation for the hours and days of Monday-Friday, 8:00 a.m. to 4:00 p.m.

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

TOWN OF RIVERHEAD

CUMMINS POWER SYSTEMS, LLC

By: Sean M. Walter, Supervisor

By:

DATE:

DATE:

TOWN OF RIVERHEAD

Resolution # 327

**AMENDS AND CORRECTS RESOLUTION #282 ADOPTED ON APRIL 21, 2015
AUTHORIZING THE PUBLISH & POST FOR AUTOMOTIVE PARTS FOR
THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #282 adopted on April 21, 2015, the Town Board authorized the Town Clerk to publish and post a notice to bidders for proposals for AUTOMOTIVE PARTS for the Town of Riverhead in the April 30, 2015 issue of the News Review; and

WHEREAS, due to a production error, the News-Review failed to publish the notice to bidders in the April 30, 2015 issue of the News Review, consequently the notice must be published in the News-Review's next issue, May 7, 2015, and the dates for posting of the specifications and opening of the bids must be changed to correspond to the one week delay for publishing.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **AUTOMOTIVE PARTS** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM** on **JUNE 5, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **May 7, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

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

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

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 328

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN EXTENSION AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF STATE REGARDING A STEP 2
NOMINATION BROWNFIELDS OPPORTUNITY AREAS (BOA) GRANT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead was deemed eligible and awarded a Step 2 Nomination Brownfield Opportunity Areas (BOA) Grant in the amount of \$567,000.00, by the New York State Department of State (NYSDOS) in 2012; and

WHEREAS, the Town of Riverhead executed NYSDOS Step 2 Nomination BOA Contract/Grant Agreement C106006 on or about July 11, 2012; and

WHEREAS, the purpose of the grant is to provide funds to defray the costs associated with the development of a community economic redevelopment and revitalization plan along an area from the Peconic River near the Long Island Expressway easterly to the downtown Riverhead corridor; and

WHEREAS, the Town of Riverhead proffered a Request For Proposals (RFP) from qualified companies with the qualifications to facilitate a nomination pursuant to the terms of the grant award; and

WHEREAS, the Town of Riverhead , on or about October 16, 2012, determined that Nelson, Pope & Voorhis (NPV), LLC, was the best and most responsible bidder to facilitate a Step 2 BOA nomination based upon their RFP response; and

WHEREAS, on or about October 16, 2012, the Town of Riverhead awarded the Step 2 BOA nomination contract to Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00, based upon the New York State Department of State Step 2 Nomination BOA Grant award which was executed with NPV on or about February 15, 2013, pursuant to resolution number 107-13 (2-5-2013); and

WHEREAS, the original contract term period regarding NYSDOS Step 2 BOA Nomination Contract/Grant Agreement C106006 encompassed the dates of April 20, 2011, to April 19, 2014, notwithstanding contract execution on or about July 11, 2012; and

WHEREAS, by Resolution #542 adopted on July 17, 2014, the Town Board authorized the Supervisor to execute an extension agreement with the New York State Department of State upon the same terms and conditions in the original contract/grant agreement (C106006) as incorporated by reference herein inclusive of a new contract period from April 20, 2011 to April 19, 2015; and

WHEREAS, Nelson, Pope & Voorhis, LLC, and its authorized sub-contractors continue to undertake and facilitate contractual scope of services regarding the Step 2 BOA nomination and require additional time to complete contractual scope of services; and

WHEREAS, both the Town of Riverhead and NYSDOS agree to extend the subject Step 2 BOA nomination contract from April 20, 2015, to April 19, 2016, to allow Nelson, Pope & Voorhis, LLC, and its authorized sub-contractors, additional time to complete contractual scope of services, upon the same terms and conditions in the original contract (C106006) as incorporated by reference herein with the exception of the extended contract period as addressed above.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached extension agreement with the New York State Department of State upon the same terms and conditions in the original contract/grant agreement (C106006) as incorporated by reference herein inclusive of a new contract period from April 20, 2015, to April 19, 2016; 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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: C106006</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>RIVERHEAD TOWN OF</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input checked="" type="checkbox"/> Amendment - NCTE</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Downtown Riverhead - Step 2</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000003898</p> <p>Federal Tax ID Number: 11-6001935</p> <p>DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>n/a</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Town of Riverhead 200 Howell Avenue Riverhead, NY 11901</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 4/20/2011 TO: 4/19/2015</p> <p>CURRENT CONTRACT PERIOD: FROM: 4/20/2011 TO: 4/19/2015</p> <p>AMENDED TERM: FROM: 4/20/2011 TO: 4/19/2016</p> <p>AMENDED PERIOD: FROM: 4/20/2011 TO: 4/19/2016</p>	<p>CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$567,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

<input type="checkbox"/> Attachment A: <input type="checkbox"/> Attachment B: <input type="checkbox"/> Attachment C: Work Plan <input type="checkbox"/> Attachment D: Payment and Reporting Schedule <input type="checkbox"/> Other:	<input type="checkbox"/> A-1 Program Specific Terms and Conditions <input type="checkbox"/> A-2 Federally Funded Grants <input type="checkbox"/> B-1 Expenditure Based Budget <input type="checkbox"/> B-2 Performance Based Budget <input type="checkbox"/> B-3 Capital Budget <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) <input type="checkbox"/> B-3(A) Capital Budget (Amendment)
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IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

TOWN OF RIVERHEAD

Resolution # 329

**ADOPTS A LOCAL LAW ENACTING CHAPTER 113 ENTITLED
“HUNTING” OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law enacting Chapter 113 entitled “Hunting” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of April 2015 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law enacting Chapter 113 entitled “Hunting” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law enacting Chapter 113 entitled "Hunting", of the Riverhead Town Code at its meeting held on May 5, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 113. Hunting

§113-1. New York State Department of Environmental Conservation Deer Hunter Permit Waiver

A. WHEREAS, the New York State Department of Environmental Conservation (hereinafter referred to as "NYSDEC") amended New York State regulation 6 NYCRR 1.24(e), effective December 31, 2014, which thereby amended New York State Environmental Conservation Law section 11-0903(7)(c), to authorize each town in Suffolk County to waive, by local law, the New York State requirement that each deer hunter obtain a permit provided by the NYSDEC and issued by the Town to hunt during the special firearms hunting season in Suffolk County; and

B. WHEREAS, the aforementioned amendment to New York State regulation 6 NYCRR 1.24(e) and concomitantly NYSDEC section 11-0903(7)(c) regarding the deer hunting permit waiver, was enacted by the NYSDEC for the purpose of reducing the administrative burden encountered by towns in Suffolk County in processing hunting permit applications and permit issuance; and

C. WHEREAS, deer hunters in the Town of Riverhead shall still be required to obtain a landowner's endorsement from the subject property owners and satisfy any other locally-mandated hunting requirements; and

D. WHEREAS, deer hunters in the Town of Riverhead shall still be required to comply with all other New York State and NYSDEC laws, regulations and rules regarding deer hunting.

E. NOW THEREFORE, the Town of Riverhead does hereby waive the New York State requirement that deer hunters in the Town of Riverhead obtain a NYSDEC deer hunting permit to hunt deer during the Suffolk County special firearms hunting season, as authorized pursuant to New York State regulation 6 NYCRR 1.24(e).

Underline represents addition(s)

Dated: Riverhead, New York
May 5, 2015

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

TOWN OF RIVERHEAD

Resolution # 330

**OFFERS SUPPORT OF GRANT APPLICATION OF THE RIVERHEAD
FOUNDATION FOR MARINE RESEARCH AND PRESERVATION TO CONDUCT
SHORELINE CLEANUPS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Foundation for Marine Research and Preservation is making application for a grant with the Long Island Futures Fund to enhance public education and participation with regard to the Long Island Sound; and

WHEREAS, the Riverhead Foundation for Marine Research and Preservation proposes to conduct five beach clean ups in various locations on the north shore of Long Island together with informal lectures to provide participants with recycling techniques and also educate them of the dangers marine debris has to marine animals that inhabit Long Island Sound; and

WHEREAS, the Riverhead Foundation for Marine Research and Preservation also proposes to conduct formal lectures at the Long Island Aquarium and Exhibition Center; and

WHEREAS, the Town Board of the Town of Riverhead offers its support to that grant application and project of Riverhead Foundation for Marine Research and Preservation.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby, offers its support to the Riverhead Foundation for Marine Research and Preservation and authorizes the Supervisor to send a Letter of Support In substantially the format attached; and

RESOLVED, that the Town Clerk shall forward this memorializing resolution to, Samantha Rosen, Riverhead Foundation for Marine Research and Preservation, 467 E. Main Street, Riverhead, New York 11901.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

May 6, 2015

To whom it may concern,

The Riverhead Foundation for Marine Research and Preservation has informed the Town of Riverhead of its intention of making application for a grant with the Long Island Futures Fund to enhance public education and participation with regard to the Long Island Sound. Please allow this letter to serve as confirmation that the Town of Riverhead supports the application of The Riverhead Foundation for Marine Research and Preservation.

The Town of Riverhead understands the Riverhead Foundation for Marine Research and Preservation proposes to conduct five beach clean ups in various locations on the north shore of Long Island, which will include shoreline clean-ups on the Long Island shore within the Town of Riverhead. In addition, the Riverhead Foundation for Marine Research and Preservation proposes to hold informal lectures to provide participants with recycling techniques and also educate them of the dangers marine debris has to marine animals that inhabit Long Island Sound. Thereafter, formal lectures will be held at the Long Island Aquarium and Exhibition Center.

As no vehicles will enter upon the beach, the Riverhead Foundation for Marine Research and Preservation has the right to enter upon the beach to conduct shoreline clean ups in the Town of Riverhead.

The Town of Riverhead supports the grant made by the Riverhead Foundation for Marine Research and Preservation as well as all their efforts to preserve and protect our marine environment through rescue, rehabilitation, research and education.

Sincerely,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 331

APPROVES THE CHAPTER 90 APPLICATION OF DOUGLAS WALD
("Sing East End 2015 " Benefit for the East End Hospice –
Saturday, June 20, 2015)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 24, 2015, Douglas Wald, on behalf of East End Hospice Inc., submitted a Chapter 90 Application for the purpose of conducting an open karaoke fundraiser to benefit the East End Hospice's Camp Good Grief Children's Bereavement Program, to be held at Grangebél Park, Peconic Avenue, Riverhead, New York, on Saturday, June 20, 2015, between the hours of 7:00 p.m. and 11:00 p.m., having a rain date of Sunday, June 21, 2015; and

WHEREAS, Douglas Wald 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 the nature of this event; and

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents 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 Douglas Wald for the purpose of conducting an open karaoke fundraiser to benefit the East End Hospice's Camp Good Grief Children's Bereavement Program, to be held at Grangebél Park, Peconic Avenue, Riverhead, New York, on Saturday, June 20, 2015, between the hours of 7:00 p.m. and 11:00 p.m., having a rain date of Sunday, June 21, 2015, is hereby approved; and be it further

RESOLVED, that the Riverhead Town Board hereby waives the Chapter 90 Application fee for this event due to the nature of this event; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than May 15, 2015**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to for Wald a copy of this resolution to Douglas Wald, 69 Further Lane, 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 # 332

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), 2301 North Parham Road, Suite 5, Richmond, VA 23229; 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 _____, 2015, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the “Town”) and 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, 2015 and terminate on December 31, 2015.

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"> • Medical • Collector • Laboratory • Audit Support 	<ul style="list-style-type: none"> \$ 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.

TOWN OF RIVERHEAD

Resolution # 333

AUTHORIZES CO-SPONSORSHIP OF WEEKLY SATURDAY FARMER'S MARKET FROM MAY 23, 2015, TO SEPTEMBER 5, 2015, WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., IN THE RIVERHEAD PARKING DISTRICT, RIVERFRONT PARKING LOT, AND AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH DESIGNATED VENDORS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, upon the recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to co-sponsor a weekly Saturday Farmer's Market commencing on successive Saturdays from May 23, 2015, and ending on Saturday, September 5, 2015, from 9:00 a.m. to 2:00 p.m., in the Riverhead Parking District riverfront parking lot, Riverhead; and

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

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a weekly Saturday Farmer's Market commencing on successive Saturdays from May 23, 2015, and ending on Saturday, September 5, 2015, from 9 a.m. to 2:00 p.m., in the Riverhead Parking District, riverfront parking lot south of East Main Street and east of Peconic Avenue, Riverhead, **subject to the following pre-conditions:**

- 1. Each participating vendor shall execute a license agreement as well as a participating vendor packet in a form to be approved by the Town Attorney's Office.**
- 2. Each participating vendor shall procure an insurance policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, Town of Riverhead Community Development Agency and Riverhead Business Improvement Management Association, Inc., as**

“additional insureds” with policy limits of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, including food/product service liability protection.

- 3. Alcohol taste-tasting may be conducted on the premises, subject to the following conditions:**
 - a. Taste-testing shall be solely limited to beer, cider or wine.**
 - b. Licensee shall possess and provide prior to participation a valid New York State Liquor Authority supplier/wholesaler marketing permit regarding off-premises consumption for such taste-testing and comply with all applicable permit requirements including all other applicable municipal laws, rules and regulations.**
 - c. Each such sample shall be limited in quantity in the case of beer or cider to 3 ounces per person, per day, and in the case of wine to 2 ounces per person, per day.**
 - d. Each such sample must be consumed in close proximity to the vendor’s booth immediately after distribution and observed by such vendor.**
 - e. Licensee shall possess and provide an alcohol consumption liability insurance rider regarding such taste-testing with the same policy limits and in the same form stated in paragraph no. 2 above, including additional insureds, which shall be reviewed and must be deemed acceptable by the Licensor prior to Licensee’s market participation.**
 - f. Taste-testing shall be prohibited regarding any person that appears intoxicated and/or under the influence; and be it further**

RESOLVED, that the Riverhead Town Code section 46-3, which prohibits the consumption of any alcoholic beverages in any public place within the Town of Riverhead and also prohibits the possession of any open or unsealed container of an alcoholic beverage while in a public place for the purposes of consumption, is hereby suspended for enforcement purposes solely regarding the weekly Saturday Farmer’s Market at the aforementioned location commencing on successive Saturday’s from May 23, 2015, to September 5, 2015, inclusive, from 9:00 a.m. to 2:00 p.m.

RESOLVED, that the Town Supervisor is authorized to execute a license agreement in a form to be approved by the Town Attorney’s Office; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901; and be it further

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

LICENSE AGREEMENT

This License Agreement ("hereinafter License"), made as of the _____ day of _____, 2015, by and between the Town of Riverhead, Town of Riverhead Business Improvement District, Town of Riverhead Community Development Agency and Riverhead Business Improvement District Management Association, Inc., ("Licensor") with offices at 200 Howell Avenue, Riverhead, New York and 49 East Main Street, Riverhead, New York, respectively, and

_____, ("Licensee"),
having a place of business at _____, New York, .

WITNESSETH

WHEREAS, _____ wishes to utilize a **10' x 10' portion of outdoor space in the Town of Riverhead Parking Lot District riverfront area** located south of East Main Street and just east of Peconic Avenue , Riverhead, New York, 11901(as delineated on the attached map as exhibit A) and hereinafter referred to as the "Licensed Premises" for the purpose of _____ (hereinafter "authorized activity"); and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to utilize a **10' x 10' portion of said outdoor space;**

NOW, THEREFORE, in consideration of the mutual agreements herein contained including a license fee of \$ _____, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use a portion of the Licensed Premises in an area to be solely located and defined by Licensor.

2. Term of the License. The term of this License (the "term") shall commence **on successive Saturdays from May 23, 2015, and end no later than September 5, 2015**, unless terminated sooner. Licensee agrees that Licensor reserves the unilateral right to terminate the term of this license at any time and for any reason upon immediate notice, which may be verbal or otherwise, even if Licensee has already conveyed the license fee. In the event Licensor terminates the term of this license at any

time before September 5, 2015, licensee agrees to vacate the licensed premises immediately. In the event Licensor is required to commence an eviction proceeding, Licensee agrees to pay all of Licensor's attorney's fees and costs related to such eviction proceeding.

3. Authorized Hours of Operation:

9:00 am-2:00 pm

4. Condition of the Licensed Premises. Licensee is familiar with the Licensed Premises, has examined same, and, except as explicitly hereinafter provided, Licensee agrees to accept the licensed premises in its "as is" condition without reliance upon any representations or warranties of or made by Licensor or anyone else. Licensee further agrees and acknowledges that as this is an outdoor event subject to adverse weather conditions, Licensee shall provide all weather protection equipment, including canopies and tents, which must be Riverhead Town Code-compliant and that Licensor shall be under no obligation to provide same. Licensee further agrees that Licensor shall have the unilateral right in its sole discretion, to cancel any farmer's market's session it deems warranted, for any reason, including weather-related events. In the event Licensor cancels any farmer's market session for any reason, Licensee further agrees that such cancellation shall not entitle Licensee to a refund or credit against the license fee.

5. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance including proof of proper endorsement regarding the designated additional insureds, namely: 1. the "Town of Riverhead", 2. "Town of Riverhead Business Improvement District", 3. "Town of Riverhead Community Development Agency", and 4. "Riverhead Business Improvement District Management Association, Inc." as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Town of Riverhead, Town of Riverhead Business Improvement District, Town of Riverhead Community Development Agency, and Riverhead Business Improvement District Management Association, Inc., and their respective officers, employees, agents, representatives and officials harmless from any and all loss, claim, actions, costs or liability associated with its use of the property

and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town of Riverhead or other above named Licensors or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead and other Licensors harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town or other Licensors, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead or other Licensors securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".

6. Non-Refundable License Fee. In consideration of the type of use to which the Licensee intends to conduct at the premises, the Licensee shall pay, **and make payable to: the Riverhead Business Improvement District Management Association, Inc., a one-time non-refundable license fee of \$ 200.00 (two-hundred dollars)** for use of the Licensed Premises which fee shall be immediately due and payable prior to commencement of the license term.

7. Repair, Maintenance and Inventory of License Premises.

- a) Licensee, at its sole expense, agrees to maintain the Licensed Premises free of trash and debris and to return the premises back to its original condition each session and following completion of the license term.
- b) Licensee shall not alter the Licensed Premises without the prior permission of the Licensor.

8. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the use of the Licensed Premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise without the expressed written consent of the Licensor.

9. Licensee agrees that Licensor has sole discretion and unilateral authority regarding the selection process as it pertains to participating vendors. In general, Licensor shall prioritize participation of vendors as follows:

1. Riverhead Business Improvement District members;
2. Previously-participating Farmer's Market vendors of East-End produced farm or other vendor products;
3. Other vendors of East-End produced farm or other products;
4. Other vendors of farm or other products.

10. Miscellaneous: (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

11. Licensee represents and warrants that licensee possesses all municipals approvals, licenses, and permits regarding the Licensee's intended and authorized use of the Licensed Premises.

12. Licensee further represents that the named signatory is authorized to execute this license agreement and that Licensor has relied upon this representation in executing this license agreement.

13. Alcohol taste-testing: Licensor and Licensee further agrees that Licensee shall be permitted to conduct beer, cider and/or wine (circle: alcohol type) taste-testing upon compliance with the following requirements:

a. Licensee shall possess and provide a valid New York State Liquor Authority supplier/wholesaler marketing permit for such taste-testing and comply with all applicable permit requirements as well as all other municipal laws, rules, regulations, approvals, licenses, and permits.

b. Each such sample shall be limited in quantity in the case of beer or cider to 3 ounces per person, per day, and in the case of wine to 2 ounces per person, per day, regarding age-eligible persons.

c. Each such sample must be consumed in close proximity to the vendor's booth immediately after distribution and observed by such vendor.

d. Licensee shall possess and provide an alcohol consumption liability insurance rider regarding such taste-testing with the same policy limits and in the same form stated in paragraph no. 5 above, including additional insureds, which shall be reviewed and must be deemed acceptable by the Licensor prior to Licensee's participation in the farmer's market.

e. Taste-testing shall be prohibited regarding any person that appears intoxicated or under the influence.

14. Licensee further agrees that Licensor shall not be liable or responsible for lost, damaged or stolen property of Licensee while on the Licensed Premises.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

Lisensor:

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Sean M. Walter, Town Supervisor &
Chairman of Community Development Agency

Date: _____

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Raymond Pickersgill, President

Date: _____

Licensee:

By:

Date: _____

(Please Print Name and Title)

TOWN OF RIVERHEAD

Resolution # 334

**DEEMS THE SPECIAL PERMIT APPLICATION OF UNITED RIVERHEAD
TERMINAL, INC. AS WITHDRAWN**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, an application was submitted to the Town Board for a special permit pursuant to §§ 108-51A. to expand an existing fuel storage and distribution facility located at 212 Sound Shore Road, in the Hamlet of Jamesport; such real property more particularly described as SCTM No. 0600-6-2-5, 6 & 7, 06003.4; and

WHEREAS, pursuant to resolution 684 dated October 7, 2014 the Town Board declared itself lead agency on the action and assessed the petition as a Unlisted Action pursuant to 6 NYCRR Part 617 and declared the action to be without significant impact; and

WHEREAS, pursuant to the aforementioned resolution, the Town Board called public hearing to be held on October 21st, 2014 at 7:25 pm ; and

WHEREAS, a public hearing on the matter was held at the above stated date and time at which the applicant, applicant's representatives and agents gave testimony under oath relating to the proposed use of the property and responded to inquiries from the Town Board and members of the public related to the proposed expansion of the fuel storage and distribution facility on the subject property; and

WHEREAS, due to unanswered questions regarding traffic and other factors, that public hearing was held open to December 16, 2015 for further public comment; and

WHEREAS, by letter filed with the Town Clerk of the Town of Riverhead on December 10, 2014, the applicant requested a sixty (60) day extension to conduct its due diligence to address the concerns and issues raised at the October 21, 2014 public hearing; and

WHEREAS, pursuant to the aforementioned request, the Town Board adjourned the public hearing to March 18, 2015 at 7:05 p.m.; and

WHEREAS, on March 18, 2015, the public hearing on the matter resumed at which time and date the applicant, applicant's representatives and agents gave testimony under oath relating to the proposed use of the property and further testimony under oath was given by members of the public related to the proposed expansion of the fuel storage and distribution facility on the subject property, and the applicant, applicant's representatives and agents responded to inquiries from the Town Board and members of the public; and

WHEREAS, by letter dated April 27, 2015, the applicant advised the Town Board

that it is withdrawing the application for a special permit.

NOW THEREFORE BE IT RESOLVED, that in the matter of the special use permit petition of United Riverhead Terminal, Inc., the Town Board hereby deems that application withdrawn; and be it further

RESOLVED, that copies of this resolution be forwarded to the Planning Department, Town Attorney, Building Department, United Riverhead Terminal, Inc., and Victor Prusinowski, as agent.

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 # 335

**DECLARES DARBY GROUP COMPANIES, INC. IN DEFAULT REGARDING THE
SUBDIVISION ENTITLED, "BAITING HOLLOW CLUB "**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Planning Board, by Resolution #50, dated July 8, 2008, granted conditional final approval to a subdivision developed by Wulforst Farms, LLC ("Wulforst Farms") referred to at times as the "Baiting Hollow Club", and/or the "Baiting Hollow Club II" (hereinafter referred to as the "Baiting Hollow Club subdivision"), having as one of the conditions that performance security in the amount of \$1,215,000 be posted in connection with certain improvements to be completed within said subdivision; and

WHEREAS, by Resolution #6 adopted on January 8, 2009, the Planning Board of the Town of Riverhead, approved the reduction of the performance security from \$1,215,000 to \$750,000; and

WHEREAS, by Resolution #743, adopted on September 18, 2012, the Town Board of the Town of Riverhead, approved the reduction of the performance security from \$750,000 to \$405,000; and

WHEREAS, in accordance with Riverhead Town Board Resolution #743 of 2012, Darby Group Companies, LLC did posted a Letter of Credit dated September 17, 2012; and

WHEREAS, Darby Group Companies, LLC has failed, or neglected to perform, the required site improvements within the subdivision entitled "Baiting Hollow Club"; and

WHEREAS, the performance security includes, among other items, certain road improvements to Warner Drive described in further detail in Memorandum of Vincent A. Gaudiello, P.E., dated August 15, 2012, as "Reconstruction Warner Drive"; and

WHEREAS, the Town has given notice to Darby that unless the road work is performed on Warner Drive as set forth in the Memorandum of Vincent A. Gaudiello, P.E., the Town would consider Darby in default; and

WHEREAS, the road improvements to Warner Drive remain outstanding.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Riverhead Town Board hereby declares Darby Group Companies, LLC in default and calls upon Darby

Group Companies, LLC to perform, in all respects, all road improvements within the subdivision entitled "Baiting Hollow Club" or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

RESOLVED, that the Town Attorney is hereby directed to present JP Morgan Chase Bank, N.A. Standby Letter of Credit No. TFTS-342863 in the amount of \$405,000.00 for payment by reason of default of Darby Group Companies, LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Darby Group Companies, LLC, 300 Jericho Quadrangle, Suite 200, Jericho, NY, 11753 and JP Morgan Chase Bank, N.A.; 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 # 336

**OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND THE
GENERAL MUNICIPAL LAW IN RELATION TO THE CREATION OF THE PECONIC
BAY REGIONAL TRANSPORTATION COUNCIL**
(Senate Bill #S.3957/Assembly Bill #A.5474)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Senate Bill S.3957/A.5474 has been introduced in the New York State Legislature, which is an act to amend the General Municipal Law, in relation to creating the Peconic Bay Regional Transportation Council; and

WHEREAS, expanding traffic congestion in the Peconic Bay region has resulted in deteriorating traffic safety, declining air quality, parking problems, and adverse impacts to the historical and rural resources of the area, and has impeded further growth and development in the region. In order to preserve the tourism industry, and provide comfort for permanent residents of the region, the issue of traffic congestions must be addressed; and

WHEREAS, this legislature would create an entity to coordinate the local governments, state government and federal government and other interested parties, to create and establish a successful public transit initiative for the Peconic Bay region; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to amend the General Municipal Law, in relation to creating the Peconic Bay Regional Transportation Council; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 28 North Country Road, Mount Sinai, NY, 11766, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; 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 # 337

OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND CHAPTER 399 OF THE LAWS OF 2008 RELATING TO GIVING THE RIVERHEAD TOWN BOARD THE DISCRETION TO CHANGE SPEED LIMITS (Senate Bill #S.4485/A.6353)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Senate Bill S.4485/A.6353 has been introduced in the New York State Legislature, which is an act to amend Chapter 399 of the Laws of 2008, in relation to giving the Town Board of the Town of Riverhead, County of Suffolk, the discretion to change speed limits, which would permit the Town Board of the Town of Riverhead to set speed limits on all local roads within its jurisdiction; and

WHEREAS, the Town of Riverhead has received numerous complaints concerning dangerous traffic conditions within its town, exacerbated by speed zones that are too high for such conditions. As the town is neither a suburban town, nor has a population over 50,000, it does not presently have the authority to set speed limits. This legislation would add Riverhead to those towns who are empowered to do so; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to amend Chapter 399 of the Laws of 2008 in relation to giving the Town Board of the Town of Riverhead, County of Suffolk, the discretion to change speed limits, which would permit the Town Board of the Town of Riverhead to set speed limits on all local roads within its jurisdiction; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 28 North Country Road, Mt. Sinai, NY, 12247, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; the Riverhead Chief of Police and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 338

**STATES OPPOSITION TO THE INCREASE IN THE
SIZE OR WEIGHT OF TRACTOR-TRAILER TRUCKS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is concerned with the welfare of motorists, and the cost, quality and reliability of our infrastructure; and

WHEREAS, the trucking industry is an important part of the nation's economy and safely sized and weighted trucks are vital to truck drivers to conduct their essential work in a safe and responsible manner; and

WHEREAS, larger trucks would further endanger motorists and the U.S. Department of Transportation (USDOT) concluded that multi-trailer trucks have an 11-percent higher fatal crash rate than single-trailer trucks; and

WHEREAS, allowing heavier or longer trucks would threaten the safety of the traveling public because heavier and longer trucks would be more difficult to control, increase wear and tear on equipment and increase crash severity; and

WHEREAS, more than half the bridges on the National Highway System are over 40 years old and nearly 25 percent are rated as structurally deficient or functionally obsolete; and

WHEREAS, the State of New York has 2,012 bridges that are rated as structurally deficient and 4,733 that are rated as functionally obsolete as of 2014, according to the Federal Highway Administration (FHWA); and

WHEREAS, it would cost \$121 billion to repair current structurally deficient bridges nationwide, according to USDOT; and

WHEREAS, nearly 80 percent of New York's roadways are in poor or fair condition and today's heavy truck operations accelerate the deterioration of road surfaces and bridges but only repay approximately 80 percent of the damage they cause; and

WHEREAS, taxpayers effectively subsidize the operation of heavy trucks in legal operation today with approximately \$2 billion annually, according to USDOT; and

WHEREAS, government highway cost allocation studies show that increases in truck size and weight would exacerbate the existing underpayment of heavy trucks and increase their subsidization by municipalities and counties, amounting to an unfunded mandate; and

WHEREAS, increasing truck weights would result in a net increase of nearly 8 million more truck trips on the highway and would further compromise the safety of motorists and the quality of roads and bridges.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby, opposes any increase in truck size or weight; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to forward correspondence in substantially the form attached hereto together with this resolution to Senator Charles Schumer, Senator Kirsten Gillibrand, Congressman Lee Zeldin and Melissa Wolf, Regional Director, Coalition Against Bigger Trucks (CABT) 1001 N. Fairfax Street, Suite 515, Alexandria, VA 22314; 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

May 5, 2015

The Honorable Lee Zeldin
1517 Longworth House Office Building
Washington, DC 20515

Dear Congressman Zeldin,

The Town of Riverhead joins with the Association of Towns of the State of New York and the National Association of Towns and Townships in expressing our opposition over legislation before Congress that would increase the weight and length of tractor-trailer trucks on our roads. Increasing the size of already large trucks poses a substantial risk to the motoring public and will cause significant impacts to our local infrastructure. Governments at all levels are struggling to fund the needed repairs to their roads and bridges. To increase the weights or lengths of tractor-trailer trucks would only make this problem worse.

Please find attached a Resolution opposing bigger and heavier trucks passed by our Town Council. We respectfully ask that you consider the impact this legislation will have on municipalities all across the state and choose to vote no on any bill that increase the size and weight of tractor trailer trucks on our roadways.

Sincerely,

Sean M. Walter
Town Supervisor

May 5, 2015

The Honorable Charles Schumer
322 Hart Senate Office Building
Washington, DC 20510

Dear Senator Schumer,

The Town of Riverhead joins with the Association of Towns of the State of New York and the National Association of Towns and Townships in expressing our opposition over legislation before Congress that would increase the weight and length of tractor-trailer trucks on our roads. Increasing the size of already large trucks poses a substantial risk to the motoring public and will cause significant impacts to our local infrastructure. Governments at all levels are struggling to fund the needed repairs to their roads and bridges. To increase the weights or lengths of tractor-trailer trucks would only make this problem worse.

Please find attached a Resolution opposing bigger and heavier trucks passed by our Town Council. We respectfully ask that you consider the impact this legislation will have on municipalities all across the state and choose to vote no on any bill that increase the size and weight of tractor trailer trucks on our roadways.

Sincerely,

Sean M. Walter
Town Supervisor

May 5, 2015

The Honorable Kirsten Gillibrand
478 Russell Office Building
Washington, DC 20510

Dear Senator Gillibrand,

The Town of Riverhead joins with the Association of Towns of the State of New York and the National Association of Towns and Townships in expressing our opposition over legislation before Congress that would increase the weight and length of tractor-trailer trucks on our roads. Increasing the size of already large trucks poses a substantial risk to the motoring public and will cause significant impacts to our local infrastructure. Governments at all levels are struggling to fund the needed repairs to their roads and bridges. To increase the weights or lengths of tractor-trailer trucks would only make this problem worse.

Please find attached a Resolution opposing bigger and heavier trucks passed by our Town Council. We respectfully ask that you consider the impact this legislation will have on municipalities all across the state and choose to vote no on any bill that increase the size and weight of tractor trailer trucks on our roadways.

Sincerely,

Sean M. Walter
Town Supervisor

TOWN OF RIVERHEAD

Resolution # 339

**AMENDS AND CORRECTS RESOLUTION #300 ADOPTED ON APRIL 21, 2015
AUTHORIZING THE PUBLISH AND POST OF PUBLIC NOTICE TO CONSIDER
A LOCAL LAW TO UPDATE AND ADOPT PROCUREMENT POLICY
PURSUANT TO GENERAL MUNICIPAL LAW**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #300 adopted on April 21, 2015, the Town Board authorized the Town Clerk to publish and post a public notice to consider a proposed local law to update and adopt Procurement Policy in the April 30, 2015 issue of the News-Review; and

WHEREAS, due to a production error, the News-Review failed to publish the public notice in the April 30, 2015 issue of the News Review, consequently the notice must be published in the News-Review's next issue, May 7, 2015, and the date for posting of the public hearing must be changed to correspond to the one week delay for publishing.

NOW, THEREFORE, BE IT 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
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 2nd day of June, 2015 at 2:05 o'clock p.m. to consider a local law to update and adopt Procurement Policy pursuant to General Municipal Law as follows:

**TOWN OF RIVERHEAD
Procurement Policy**

PURPOSE:

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, contracts, and services are obtained efficiently and in compliance with applicable laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition and prudent and economical use of public money. In addition, this Procurement Policy seeks to ensure that the same sound business judgment used for the purchase of personal property (i.e. supplies and equipment) is used for the evaluation of personal property and/or assets with respect to its usefulness to the Town now or in the foreseeable future and cost effective and efficient procedures for disposition of the personal property and/or assets deemed no longer of public use to the Town.

Guideline 1: Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law §103 inclusive of all future statutory amendments, deemed to be incorporated by reference, as if recited in its entirety herein. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2: All purchases of supplies or equipment which will exceed \$20,000 in the fiscal year or public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law §103 inclusive of all future statutory amendments, deemed to be incorporated by reference, as if recited in its entirety herein.

Guideline 3:

(1) All estimated purchases of less than \$20,000 but greater than \$3,000 shall require a written request for a proposal ("RFP") and written/fax quotes from at least three comparative vendors; less than \$3,000 but greater than \$1,000 require an oral request for proposal for the goods, equipment or supplies and oral/fax quotes from at least two vendors and purchaser shall maintain a record of responses whether they are received by phone or in writing; less than \$1,000 are left to the discretion of the purchaser.

(2) All estimated public works contracts of less than \$35,000 but greater than \$10,000 require a written request for proposal and fax/proposals from at least three comparable contractors; less than \$10,000 but greater than \$1,000 require a written request for proposal and fax/proposals from at least two contractors and purchaser shall maintain a

record of responses whether they are received by phone or in writing; less than \$1,000 are left to the discretion of the purchaser.

(3) All written RFP shall describe the desired goods, quantity and details regarding delivery, including mode of delivery and time parameters for delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

(4) All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract. All responses to the RFP shall be kept confidential until such time as the contract for work or goods is awarded and thereafter all documents responsive to the RFP shall be subject to disclosure pursuant to the applicable provisions of the Public Officers Law.

Guideline 4: All purchasers shall make a good-faith effort to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 5: The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 6: A request for proposal and/or quotation shall not be required under the following circumstances:

(1) Contract for professional services subject to resolution of the Town Board.

(2)(a) Purchase of goods, equipment or supplies or contract for services through qualifying contracts let by other New York State political subdivisions provided that (i) the contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein; (ii) the contract must have been made available for use by other governmental entities, i.e. inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities; and (iii) the contract must have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law § 103 and related case law. (*Note, GML 103 (16) is scheduled to expire on August 1, 2017).

(2)(b) Purchase of goods, equipment or supplies or contract for services through qualifying contracts let by the County of Suffolk or through any county within the State of New York subject to County Law 408(a).

(3) Public emergency arising out of an accident or unforeseen occurrence or condition affecting public buildings, public property or life, health, safety or property of the inhabitants of the Town. Unless exigent circumstances exist such that time is of the essence, Purchaser shall seek to obtain approval of the Town Board prior to purchase or contract.

(4) Sole-source situations (purchaser must obtain written verification from vendor)

(5) Surplus and second-hand supplies, material or equipment from federal government, State of New York, or other political subdivisions, districts, or public benefit corporation.

(6) Purchase of goods, equipment and supplies under State contracts through the Office of General Services and subject to rules promulgated by the Office of General Services.

Guideline 7: The purchases of goods or services must be accompanied by a duly signed and completed purchase order or contract except a purchase order shall not be required prior to purchase/procurement under those circumstances identified in Guideline 6 and purchases or public works project less than \$1000.00. The above guidelines will not deem it unnecessary to obtain a purchase order.

Dated: Riverhead, New York
May 5, 2015

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

TOWN OF RIVERHEAD

Resolution # 340

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE (Twomey Avenue - §101-8. Weight limit of eight tons.)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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 May 14, 2015 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 Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 20th day of May, 2015 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 108
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

§ 101-8. Weight limit of eight tons.

No person shall operate a motor vehicle of a total weight of greater than 16,000 pounds (eight tons) upon the following designated town highways or part thereof, except local deliveries.

Street

Location

Twomey Avenue

In its entirety commencing from the intersection of Manor Road in a northerly direction to the intersection of Sound Avenue

- Underscore represents addition(s)

Dated: Riverhead, New York
May 5, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 341

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
(Addition of Article LXIII. Planned Development (PD) Zoning Use District)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the May 14, 2015 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled “Zoning” of the Riverhead Town Code to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 20th day of May, 2015 at 7:10 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**Chapter 108. ZONING
ARTICLE LXIII. Planned Development (PD) Zoning Use District**

§108-333. Overview and historical background.

The former Naval Weapons Industrial Reserve Plant at Calverton (NWIRP) in the Hamlet of Calverton in the Town of Riverhead was previously owned by the United States Navy and leased by the Grumman Corporation for final assembly and flight testing of military aircraft. In 1996, Northrup Grumman closed nearly all of its facilities on Long Island and chose not to renew its lease for NWIRP, causing economic dislocation and unemployment for residents of the Town of Riverhead and the surrounding region.

In 1995, the Town of Riverhead commissioned the preparation of a comprehensive plan for the redevelopment and reuse of the NWIRP site in order to guide its transformation into an engine for regional economic growth. In 1996, a "Comprehensive Reuse Strategy for the Naval Weapons Industrial Reserve Plant at Calverton" was prepared, which described how to manage the transition of the site from its dependence on defense-related procurement to reliance on a broad range of private sector economic activity. This resulted in the United States Navy conveying approximately 2,900 acres of NWIRP to the Town of Riverhead in 1998, conditioned upon the Town's reuse of the property for economic development.

Subsequent to the 1998 conveyance, approximately 492 acres were subdivided from the approximately 2,900 acres as a privately-held industrial subdivision (Calverton Camelot). The remaining 2,323.9 +-acres, now known as the Enterprise Park at Calverton (EPCAL) or EPCAL Property, is generally bounded by New York State Route 25 (Middle Country Road) to the north, industrial uses and Peconic Avenue to the east, Grumman Boulevard (Swan Pond Road, also known as River Road) to the south, and Wading River-Manorville Road to the west.

Beginning in 2011, the Town embarked on updating, developing and implementing a reuse and revitalization plan to meet the current economic, market and site conditions. The comprehensive and extensive analysis of economic, market, environmental, traffic, sewer, water, and myriad other factors, together with participation of State, regional, local departments and agencies, and other interested groups resulted in a reuse and revitalization plan that meets the economic and urban renewal goals of the original conveyance and will assist the State, County, and Town in recapturing potential investment, growth, and employment opportunities for this region.

On _____, the Town of Riverhead Town Board adopted a "Reuse and Revitalization Plan for EPCAL," which functions as an urban renewal plan, for the aforesaid 2,323.9+-

acre area. The “Reuse and Revitalization Plan for EPCAL” consists of two documents: 1) “Subdivision Map” and 2) “Reuse & Revitalization Plan.”

This Planned Development Zoning District (PD District) is one of the instruments of implementation of the public purposes and objectives of the “Reuse and Revitalization Plan for EPCAL.” The “Reuse and Revitalization Plan for EPCAL,” in concert with the PD District, establishes a comprehensive plan for the reuse of the EPCAL Property.

§108-334. Authority and supersession of Town Law.

The action of the Town of Riverhead in the adoption of PD District is authorized under Statute of Local Governments §10(6) and Municipal Home Rule Law §§10(1)(ii)(a)(14), 10(1)(ii)(d)(3), and 10(2), and is intended to and shall supersede Town Law §261-b (relating to incentive zoning), Town Law §261-c (relating to planned unit development zoning districts), Town Law §262 (relating to zoning districts), Town Law §§263 and 272-a (relating to comprehensive plans and zoning purposes), Town Law §269 (relating to zoning law conflicts), Town Law §§270 and 273 (relating to official maps and changes thereto), Town Law §274-a (relating to site plan review and approval), Town Law §274-b (relating to special use permits), Town Law §§ 276, 277, 278, and 279 (relating to subdivisions), and Town Law §280-a (relating to permits for buildings not on improved mapped streets) to the extent that this Article is inconsistent with such statutory provisions.

§108-335. Legislative intent.

A. It is the intent of the PD District to promote the expeditious and orderly conversion and redevelopment of the EPCAL Property by allowing for flexibility in providing a mix of uses in order to prevent further blight, economic dislocation, and additional unemployment, and to aid in strengthening the New York State economy, the regional economy, and the economy of the Town of Riverhead. The purpose of PD District is to enable, encourage, and qualify the implementation of the following policies.

- 1) Promoting economic development opportunities;
- 2) Encouraging the efficient use of land;
- 3) Encouraging flexibility and consistent high quality in site and architectural design; and
- 4) Facilitating new development that increase the area’s marketability and enhances the tax base.

B. Redevelopment of the EPCAL Property shall be pursuant to the Reuse and Revitalization Plan for EPCAL, which consists of a Subdivision Map filed pursuant to the requirements of the Town Code for the Town of Riverhead and the updated and amended urban renewal plan, “Reuse and Revitalization Plan” and as may be amended from time to time, for the redevelopment of a portion of property identified and designated as an urban renewal area under the original urban renewal plan “Calverton Enterprise Park Urban Renewal Plan” adopted in 1998 and consistent with “An Act in relation to a plan for the development of the

Enterprise Park at Calverton” signed into law October 23, 2013. The “Reuse and Revitalization Plan” is included as part of this Article and specifies, among other things, representative types and general locations of land uses in the proposed PD District, and the general scale, and location of development within the PD District.

§108-336. Terms and provisions of this article control.

- A. The provisions of this Article are activated by “will” or “shall” when required; “should” when recommended; and “may” or “can” when optional.
- B. The provisions of this Article shall supplant, supersede, and prevail over any other Chapters, Articles, and provisions of the Code of the Town of Riverhead (hereinafter the “Town Code”). Except as otherwise provided in this Article, any other Chapters, Articles, or provisions of the Town Code that are inconsistent with, in conflict with, or in addition to the aforesaid “Reuse and Revitalization Plan for EPCAL,” which may be updated from time to time, shall have no application, force, or effect within the PD District.

§108-337. Applicability.

The provisions of the PD District shall encompass the following parcels on the Suffolk County Tax Map, as well as all roadways, shown on the Subdivision Map referred to in §108-336 (B) above, that lie between or adjacent to such parcels: SCTM#s District 600-Section 135- Block 1-Lots 7.1, 7.2, 7.33, and 7.4 or as more particularly described in the Reuse & Revitalization Plan.

§108-338. Reuse and revitalization plan for EPCAL.

The “Reuse and Revitalization Plan” incorporated in this Article designates the lots comprising the PD District, the various roadways within and adjacent to those lots, stormwater facilities, and sewer and water infrastructure, among other things. In reviewing proposed development in the PD District, the Town Board shall determine if such proposed development complies with the “Reuse and Revitalization Plan” and with the descriptions, building forms, and development parameters, as described in the “Reuse and Revitalization Plan” and set forth in subsequent sections of this Article.

§108-339. Development procedures and process.

- A. Recognizing the importance of comprehensive redevelopment of the lands in the EPCAL Property in accordance with the aforesaid “Reuse and Revitalization Plan,” which may be updated from time to time, the provisions of this Article and “An Act in relation to a plan for the development of the Enterprise Park at Calverton” signed into law October 23, 2013:
 - (1) The development of any lands within the PD District shall require the submission of a Site Plan Application that conforms to the requirements of the “Reuse and Revitalization Plan” and is subject to Town Board site plan approval pursuant to Town Code of the Town of Riverhead Chapter 108 §108-129 (A). Notwithstanding anything to the contrary set forth in Chapter 108 and pursuant to Municipal Home Rule Law and consistent with General

Municipal Law Articles 15 and 15A and “An Act in relation to a plan for the development of the Enterprise Park at Calverton” signed into law October 23, 2013, as permitted principal uses require site plan approval and residential use must be supportive of a permitted principal use, the Town Board shall be vested with review and approval jurisdiction for all principal and supportive uses, including residential.

- (2) As part of site plan review and approval process by the Town Board, the Town shall refer the application to all relevant state and local agencies within ten days of a complete application as required pursuant to §5 (2) of “An Act in relation to a plan for the development of the Enterprise Park at Calverton” signed into law October 23, 2013. In addition, at any time after submission of an application, the Town Board may refer the application to the Planning Department or Planning Board for report and recommendation.
- (3) Prior to the submission of a site plan application, the applicant shall ~~may~~ meet with the Town Board or Planning Department to determine zoning code compliance, general engineering suitability and aesthetic compatibility. The plan shall be prepared by a New York State licensed landscape architect, land surveyor, architect or engineer and shall include such drawings as shall clearly present those structural, topographical and design features that the Town would require to evaluate the proposed construction, addition, reconstruction or alteration. The goal of the pre-submission conference shall be a site plan acceptable and complete for formal application pursuant to 108-132 and review pursuant to 108-131 (c). Note, 108-131(B) shall not be applicable and as such, no preliminary site plan application and/or approval shall be required.
- (4) Any resolution of approval or conditional approval issued by the Town Board shall be subject to §5 (2) and (3) of “An Act in relation to a plan for the development of the Enterprise Park at Calverton”. To the extent required, the applicant shall obtain all approvals, licenses, and/or permits required from other governmental agencies having jurisdiction over the proposed development.
- (5) Notwithstanding anything to the contrary above, the Town Board may adopt by resolution such other guidelines or procedures deemed necessary and appropriate to effectively and efficiently initiate, review and complete site plan process.

§108-340. Definitions.

The following terms, phrases, words and their derivatives shall have the meanings given herein:

USE, PRINCIPAL

The main or primary purpose for which a structure or lot is designed, arranged or intended, or for which it may be used, occupied or maintained under this Article.

USE, SUPPORTIVE

A use which exists within the EPCAL Property and which supports the employees and/or tenants of the principal use(s).

§108-341. Uses.

Although this Article has been established to emphasize building form more than use, the following use regulations shall apply to uses in the PD District:

A. Principal Uses

All uses that promote economic development shall be permitted in the PD District, including, but not limited to: industrial; institutional; educational; governmental; recreational; conservation; manufacturing; renewable and alternative energy resources (including generation and distribution of such energy resources, storage and demand response resources); commercial, except for those commercial uses described as retail, personal service and restaurant and deemed supportive pursuant to §108-341(B)(2) below, and the development of public facilities, utilities, and infrastructure necessary to support those uses. Notwithstanding the above, the following industrial, manufacturing and commercial uses shall be prohibited: garbage disposal dumps, landfills, incinerators or transfer stations; gas stations and gas manufacture from coal, coke, or petroleum; petroleum and/or kerosene distillations or refining and storage facilities; sand, gravel, mineral quarrying and mining; motor vehicle, boat, and equipment dismantling, wrecking, and compacting; outdoor sale or storage of motor vehicles, boats, and equipment except by special permit of the town board and subject to the following minimum standards: outdoor storage must be incidental and supportive to the principal use and building(s), outdoor storage may not exceed one third the size of the principal building(s), outdoor storage must be located on the same lot as the building(s) for principal use, outdoor storage areas shall be visually screened and landscaped from public view, roadways, and adjacent properties; manufacture, warehousing, wholesaling, sale and storage of hazardous, dangerous, explosive material, including ammunition, acids; and any use which generates offensive noise, vibration, dust, smoke, gas or other nuisances shall be prohibited.

B. Supportive Uses

In order to promote the EPCAL Property as a planned development community, the following uses shall be permitted as "Supportive Uses," on a limited basis, targeted to the employees and tenants of the permitted principal uses within the EPCAL Property and not designated for primary use by the general public:

(1) Residential. The PD District shall allow a limited number of attached residential housing units located on the same lot and in support of a principal permitted use within that portion of the EPCAL Property described as Zone One, Zone Three and Zone Four of the Map titled "Preferred Alternative" adopted by the Town Board, as governing body of the Community Development Agency, by Resolution #5 adopted on May 7, 2013. The attached residential housing units shall only be permitted on a lot greater than ten acres or a combination of lots located adjacent to each other such that the total combined acreage of said lots is greater than ten acres. The total

number of residential units within the EPCAL property shall be limited to 300, however, an applicant may make application for a special permit for a principal use with residential units that exceed the 300 residential unit limit. The applicant for a special permit which includes supportive residential units in excess of the 300 housing unit limit must adhere to the requirement of a minimum of ten acre lot size and demonstrate that the residential units are an essential and integral component of such principal use, i.e. scientific research or development facility or the like.

(2) Retail, Personal Service, or Restaurant. The PD District shall only permit retail, personal service, and restaurant uses specifically designed to support permitted principal or other supportive uses within the EPCAL Property. The floor area for any supportive use, other than residential described above, shall be located within the floor area of the principal use and shall not exceed 10,000 square feet of floor area per supportive use and 20,000 square feet per principal use and/or lot. The total or maximum floor area within the EPCAL Property shall not to exceed 500,000 square feet.

§108-342. Bulk requirements for individual lots.

Bulk requirements for individual lots shall be determined as part of the site plan approval process, per Article XXVI of the Zoning Ordinance, consistent with the “Reuse and Revitalization Plan for EPCAL.” The following requirements shall guide the Town Board through the approval process:

- A. Individual lot sizes, minimum yards, and minimum setbacks are not specified herein, except individual lot size shall not be less than four acres. Nothing herein shall prevent an applicant from making application for a merger of adjoining lots to meet the minimum lot size requirement. Buildings may be arranged in conformity with the impervious area coverage and maximum height standards set forth herein. In reviewing any application for site plan approval, the Town Board shall be guided by the “Reuse and Revitalization Plan for EPCAL,” standards set forth elsewhere in this Article for comparable uses, and by common best planning practices, to the extent that the resulting development shall be compatible with the surroundings, and to assure the quality and consistency of the uses proposed to be developed on the site.
- B. Maximum impervious area coverage shall be 90 percent of the site area. Coverage requirements may, however, be modified by the Town Board as part of the site plan approval process.
- C. No more than 15 percent of any individual lot shall consist of fertilizer-dependent vegetation.
- D. Structures shall have a maximum height of 75 feet, however, structures in excessive of 75 feet may be approved by the Town Board subject to the submission of a visual assessment as part of the site plan application. Such assessment shall visually depict the proposed building height, its relationship to adjacent structures and uses, and any potential shadowing effects and demonstrate the need to exceed the height restriction.

- E. To the extent that FAA rules and regulations are applicable to a site proposed for development, building heights shall conform to Federal Regulation Title 14 Part 77 (Part 77) and all such other Federal Aviation Administration (FAA) standards and regulations.
- F. All areas not used for buildings, circulation, parking, storage, maintenance, or utilities shall be landscaped and maintained in good condition.
- G. Suitable access for emergency vehicles shall be provided for all structures as determined during the site plan review process.
- H. The right-of-way and pavement widths for internal roads shall be consistent with the “Reuse and Revitalization Plan for EPCAL” and shall be subject to all other applicable Town ordinances.
- I. Parking and loading. Any application within the PD District shall be guided by the Town’s standard requirements for parking and loading, as prescribed in §108-60 and §108-61, respectively. However, the site applicant can request that the Town Board reduce the required amount of parking and loading, provided that the site application is accompanied by a parking and loading demand study. Such study shall be submitted to the Town Board and shall include demand for parking for the proposed use, determination of the appropriate locations for parking on the project site, and number and location of handicapped parking spaces, as well as the number, size, and locations of loading areas, which the Town Board shall consider in its deliberations on the site plan. The use of shared parking, landbanked parking and structured parking shall be encouraged.

§108-343. Design considerations.

The quality of the built environment and its relationship to the natural landscape is a key indicator of quality of life. The objective of the design considerations for the PD District is to provide high quality and complementary design of buildings, landscaping, parking, and other site and building design characteristics. Special emphasis is placed upon methods that reduce the large-scale visual impact of buildings and encourage imaginative design for individual buildings. Further emphasis is placed upon the design of the entrances to the EPCAL Property along New York State Route 25 (Middle Country Road), as the gateways to the Enterprise Park.

A. Process.

The design considerations herein have been prepared to assist those proposing new development in the EPCAL Property in the preparation of their designs and plans. The considerations also provide a basis for the evaluation and review of these designs by the Town Board. As a policy adopted by the Town, the design considerations shall apply to all development within the EPCAL Property and shall be considered as part of the Town’s site plan approval process.

These design considerations set a benchmark to which all parties involved in projects can refer and they supplement the limited, specific parameters such as lot size and building height, as established in this Article. The Town Board reserves the right to modify, waive or alter any of the design considerations

presented herein based on the scope, nature, and location of any specific project proposal.

Applicants are strongly encouraged to review these design considerations during the initial (design) phase of a project. Applicants are also encouraged to contact the Town Board at an early stage of project design if any of the design considerations mentioned in this document remain unclear, so as to avoid delays and confusion during the site plan review process.

The Town Board may request that the Planning Board and/or Architectural Review Board review the aesthetic details of an application and its consistency with the following design considerations as part of the Town Board's site plan review.

B. Building mass and articulation.

Solid and unarticulated buildings are discouraged. The mass and scale of buildings should be reduced by staggered building walls or other architectural treatments to provide architectural interest and reduce the visual scale of a building. Buildings at the gateway entrances to the EPCAL Property, where Road 'A' and Road 'D' meet New York State Route 25 (Middle Country Road) and generally along the New York State Route 25 (Middle Country Road) frontage should be distinctive in design, through the use of high quality architectural materials, enhanced landscaping and signage, and appropriate lighting.

In addition, all buildings should include the following elements:

- (1) The use of variations in height, roof lines and site grading is encouraged to reduce the perceived height and mass of a building.
- (2) Building entries should be clearly defined and readily identifiable through the use of canopies, marquees and architectural treatments.
- (3) Where possible, developments with smaller or multiple structures instead of one large building are preferred to reduce building mass and scale.
- (4) Clusters of mature landscaping and berms should be located and designed in accordance with architectural and building design features. The landscaping clusters should include a variety of trees and tall shrubs and should be located to enhance entrances to buildings, screen parking lots, and buffer views from abutting properties and natural land features that are outside the PD District.
- (5) Small-scale landscape elements, such as planter walls and hedges, should be clustered around building entrances.
- (6) Whenever possible, outdoor storage, trash, and recycling facilities should be screened with fencing and landscaping and located in places that are not visible from the street.
- (7) Fences, while allowed, are subject to site plan review. Chain link fencing screens (including those with slats) are strongly discouraged.

C. Materials.

- (1) It is encouraged that the front and side elevations of all buildings and/or structures be constructed of durable and high quality materials such as brick,

- granite, or other masonry matter including architectural block or architectural precast concrete. Painted or natural utility concrete panels or masonry units should be confined to rear elevations and in loading dock areas.
- (2) Roof design should be as aesthetically pleasing as possible and should screen mechanical equipment.
 - (3) Glass windows or some similar architectural treatment should occupy at least 15% of the front elevation of a building. In addition, windows and glazing should be in proportion with architectural scale, mass, and height of the building.

D. Color and texture.

- (1) Texture patterns are encouraged to create scale within the facades of the building.
- (2) Variations in color should be kept to a minimum.
- (3) Colors should be subdued in tone.
- (4) Accent colors may be used to express corporate identity.

E. Signage and lighting.

- (1) All signs must comply with Chapter 108 Supplementary Use Regulations §108-56.
- (2) Signs should be designed and placed to accentuate a building's architectural features and be compatible with surrounding buildings.
- (3) Marquee signs listing multiple tenants should be avoided. If a sign directory is required, the sign should contain no promotional advertising.
- (4) The number and size of signs should be minimized to avoid visual clutter. Groups of related signs should express uniformity and create a harmonious appearance.
- (5) Signage along New York State Route 25 (Middle Country Road) shall be prohibited. .
- (6) Freestanding signs should be traditional in character and set upon a formal base, enhanced by landscaping.
- (7) Signage lighting should be low-level and minimize glare—backlit and light-box signage are undesirable.
- (8) Ideally, external and street lighting should be similar from one development to the next in terms of fixture/light post style and color of light.

F. Pedestrian circulation.

- (1) On-site concrete or brick sidewalks should be provided to create a continuous pedestrian network throughout the area.
- (2) Vehicular and pedestrian circulation patterns should be separated. A landscaped area should provide a separation between a pedestrian and vehicular path.
- (3) Where pedestrians and vehicle paths cross, that area should be designated by changing pavement materials, signals, signage, pavement texture or painted stripes.
- (4) Secure and convenient pedestrian walkway access should be provided from parking lots, sidewalks, and primary entrances to the building. Sidewalks

should be barrier-free, a minimum of four feet in width and should be set back a minimum of five feet from all buildings.

- (5) Pedestrian sidewalks should be provided along the frontage along New York State Route 25 (Middle Country Road) so as to provide connectivity to the continuous perimeter Walkway/Bike Trail within the EPCAL Property and areas outside of the EPCAL Property.

§108-344. Additional requirements.

- A. Performance criteria. The following general performance criteria shall supersede the requirements presented herein.

- (1) To the extent applicable, development subject to the provisions of Article 6 of the Suffolk County Sanitary Code shall meet the applicable requirements of the Suffolk County Department of Health.
- (2) All development shall be connected to the appurtenances of the Calverton Sewer District.
- (3) To the extent applicable, development shall comply with the provisions of Articles 7 and 12 of the Suffolk Sanitary Code.
- (4) To the extent applicable, development shall comply with the permits issued to the Town of Riverhead by the New York State Department of Environmental Conservation with respect to freshwater wetlands; the Wild, Scenic and Recreational Rivers Systems; and endangered species.
- (5) All development fronting on New York State Route 25 (Middle Country Road) shall provide a sufficient roadway buffer to accommodate future transportation improvements, as required by the New York State Department of Transportation.
- (6) All development involving significant discharges to groundwater and located proximate to public water supply wells shall require measures to mitigate impacts upon water quality as required under Article 17 of the New York State Environmental Conservation Law. The Suffolk County Department of Health Services' guidelines for private wells should be used for private wellhead protection.
- (7) Development within the PD District shall comply with Chapter 81

§108-345. Severability.

If any clause, sentence, paragraph, section, or part of this Article shall be adjudged or determined by any court of competent jurisdiction to be invalid, such judgment or determination shall not affect, impair, or invalidate the remainder of this Article, but shall be confined in its operation to the clause, sentence, paragraph, section, or part of this Article directly involved in said Court judgment or determination.

• Underline represents addition(s)
Dated: Riverhead, New York
May 5, 2015

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

TOWN OF RIVERHEAD

Resolution # 342

**ACCEPTS RESIGNATION OF PARKING DISTRICT ADVISORY
COMMITTEE MEMBER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board, pursuant to Resolution # 432 adopted on June 7, 1994, created a liaison group to serve at the pleasure of the Town Board, now referred to as the "Parking District Advisory Committee," to act as trustees of the Parking District for the purpose of advising and reporting to the Town Board on such matters related to the Parking District, including but not limited to, maintenance and future development within the Parking District; and

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline # 1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, appointed member, Victor Prusinowski, no longer operates a business in the Riverhead Parking District and has submitted a letter of resignation from the Parking District Advisory Committee to the Town Board.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the resignation of Victor Prusinowski from the Parking District Advisory Committee; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Victor Prusinowski; 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 # 343

APPOINTS MEMBER TO THE PARKING DISTRICT ADVISORY COMMITTEE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board, pursuant to Resolution # 432 adopted on June 7, 1994, created a liaison group to serve at the pleasure of the Town Board, now referred to as the "Parking District Advisory Committee," to act as trustees of the Parking District for the purpose of advising and reporting to the Town Board on such matters related to the Parking District, including but not limited to, maintenance and future development within the Parking District; and

WHEREAS, after receipt of recommendations to expand membership and representation of community interests from the members of the Parking District Advisory Committee and landowners and tenants within the Parking District, the Town Board, pursuant to Resolution # 166 adopted on March 7, 1995, expanded the Parking District Advisory Committee; and

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline # 1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, a vacancy exists on the Parking District Advisory Committee after the resignation of member Victor Prusinowski; and

WHEREAS, John Peragine, owner of PeraBell Food Bar at 65 East Main Street, Riverhead, property within the Riverhead Parking District, has expressed interest in volunteering on the Parking District Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby appoints John Peragine to the Parking District Advisory Committee with a term set to expire May 2017; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Peragine; 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 # 344

**SETS DATE OF ANNUAL RIVERHEAD LITTER AWARENESS AND
SPRING CLEAN-UP DAY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Riverhead Town has recognized and supported interest in continually improving the appearance of the Town of Riverhead; and

WHEREAS, each year a date is designated as “Litter Awareness and Spring Clean-Up Day.”

NOW, THEREFORE, BE IT RESOLVED, that the Town Board designates May 23, 2015 as “Riverhead Litter Awareness and Spring Clean-Up Day” throughout 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 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 # 345

**AMENDS RESOLUTION #301 OF 2015 AND AUTHORIZATION TO PUBLISH
ADVERTISEMENT FOR SNACK VENDORS FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #301, adopted by the Town Board on March 21, 2015, authorized the publish and posting of an advertisement for Snack Vendors for the Town of Riverhead to be published in the April 30, 2014 edition of the News Review Newspaper and that the bid opening date was May 14, 2015; and

WHEREAS, the News Review Newspaper advised that the advertisement for Notice to Bidders for Snack Vendor Services for the Town of Riverhead was not published and posted in the April 30th edition of the paper as stated in Res. #301, due to a production error.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby amends Resolution # 301 dated March 21, 2015, to amend the date of May 7, 2015 as the correct edition of the News Review Newspaper that said Notice to Bidders advertisement shall be published, and further, that the date of May 21, 2015 shall be the amended bid opening date; and be it further

RESOLVED, that all other terms and conditions of Resolution #301 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the May 7, 2015 issue of the News-Review Newspaper; 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 TO BIDDERS**

Sealed bids for 2015 SNACK VENDOR SERVICES FOR the Town of Riverhead at each of the following locations: Stotzky Park (Skate Park inclusive), Riverhead; Wading River Beach; Police Officer's Memorial Park; Reeves Beach; Horton Avenue Pocket Park; Two Bears Pocket Park; Unity Pocket Park; Grangebel Park and Millbrook Pocket Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on MAY 21, 2015.

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained and/or examined on May 7, 2015 on the website at www.townofriverheadny.gov or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked BIDS FOR 2015 SNACK VENDOR SERVICES. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

**Dated: Riverhead, New York
May 5, 2015**

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 346

**AMENDS RESOLUTION # 289-2015 AND AWARDS BID TO
MAGGIO'S SANITATION SERVICE INC. FOR DISPOSAL AND RECYCLING OF
MUNICIPAL SOLID WASTE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by resolution number 289, adopted on April 21, 2015, the Town Board awarded the bid for Disposal and Recycling of Municipal Solid Waste for the Town of Riverhead to Maggio's Resource Recycling, Inc., and

WHEREAS, the correct entity that was the lowest responsible bidders was Maggio's Sanitation Service Inc.; and

WHEREAS, with exception of amending resolution number 289-2015 to change the name of the lowest responsible bidders to Maggio's Sanitation Service Inc., all other terms and conditions of resolution number 289-2015 remain unchanged.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead, be and hereby amends resolution number 289-2015 to award the bid for Disposal and Recycling of Municipal Solid Waste for the Town of Riverhead be and is hereby awarded to Maggio's Sanitation Service Inc., and all other terms and conditions of resolution number 289-2015 shall remain unchanged; 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 # 347

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
FOR DISCIPLINARY CHARGES WITH A POLICE OFFICER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an Agreement for Disciplinary Charges; and,

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Chief of Police, the Office of the Town Attorney, the Personnel Director and the Accounting Office.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 348

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #15-10 April 30, 2015 (TBM 05/05/15)			
Fund Name	Fund #	Ckrun	Grand Totals
GENERAL FUND	1	1,009,652.05	1,009,652.05
POLICE ATHLETIC LEAGUE	4	6,624.26	6,624.26
RECREATION PROGRAM FUND	6	12,043.70	12,043.70
HIGHWAY FUND	111	512,079.12	512,079.12
WATER DISTRICT	112	70,980.04	70,980.04
RIVERHEAD SEWER DISTRICT	114	51,995.39	51,995.39
REFUSE & GARBAGE COLLECTION DI	115	7,584.94	7,584.94
STREET LIGHTING DISTRICT	116	17,408.24	17,408.24
PUBLIC PARKING DISTRICT	117	1,384.65	1,384.65
BUSINESS IMPROVEMENT DISTRICT	118	198	198
AMBULANCE DISTRICT	120	2,464.00	2,464.00
EAST CREEK DOCKING FACILITY FU	122	16,023.00	16,023.00
CALVERTON SEWER DISTRICT	124	1,924.66	1,924.66
RIVERHEAD SCAVENGER WASTE DIST	128	28,182.97	28,182.97
WORKERS' COMPENSATION FUND	173	15,621.70	15,621.70
RISK RETENTION FUND	175	750	750
CDBG CONSORTIUM ACCOUNT	181	5,000.00	5,000.00
RIVERHEAD SEWER CAPITAL PROJEC	414	647,710.00	647,710.00
CALVERTON SEWER CAPITAL PROJEC	424	58,107.28	58,107.28
TRUST & AGENCY	735	1,031,437.66	1,031,437.66
CALVERTON PARK - C.D.A.	914	1,078.00	1,078.00
TOTAL ALL FUNDS		3,498,249.66	3,498,249.66

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted