

## **RESOLUTION LIST**

**OCTOBER 18, 2016**

- Res. #776** Authorizes Acceptance of LISC NYS Housing Stabilization Fund Award
- Res. #777** Ratifies Authorization for the Town Clerk to Publish and Post Notice for Public Hearing Regarding US HUD Community Development Block Grant (“CDBG”) 2017 Funds
- Res. #778** Ratifies the Appointment of an Intern to the Police Department (Michelle J. Speziale)
- Res. #779** Ratifies a Request for a Leave of Absence (John Seus)
- Res. #780** Accepts the Resignation of a Part-Time Police Officer (Shawn Williams)
- Res. #781** State Environmental Quality Review Act (SEQRA) Determination of Significance for Special Permit, Site Plan and Variance Applications for the Proposed Development Known as the Preston House Located at 428 East Main Street, Riverhead, NY, Described as SCTM #600-129-3-13
- Res. #782** Awards Bid for Ambulance Body Remount of 2003 & 2006 PL Custom Type III Ambulance
- Res. #783** Approves the Chapter 255 Application of Baiting Hollow Congregational Church (225<sup>th</sup> Anniversary Civil War Encampment & All Wars Memorial Service – Saturday, November 5, 2016)
- Res. #784** Approves the Chapter 255 Application of East End Rowing Institute Ltd. (Snowflake Regatta – Sunday, November 13, 2016)
- Res. #785** Approves Chapter 255 Application of Riverhead Running Club Inc. (5K Run Entitled “Trick or Trot” 5K Race – Saturday, October 29, 2016)
- Res. #786** Approves Chapter 255 Application of the Titan Run (5K Obstacle Run – Saturday October 22, 2016)
- Res. #787** Authorizes the Town Supervisor to Execute Intermunicipal Agreement Between the County of Suffolk and the Town of Riverhead (Comprehensive Emergency Management Plan)

- Res. #788** Ratifies Authorization for the Supervisor to Execute an Addendum to Agreement with L.K. McLean Associates, Inc.
- Res. #789** Authorizes the Acceptance of Donation of a Kiosk at the Entrance of Vietnam Veterans Memorial Trail at EPCAL
- Res. #790** Ratifies Settlement with Reliance Insurance
- Res. #791** Awards Bid Pursuant to a Request for Proposals for Removal and Disposal of Scrap Water Service Materials for the Riverhead Water District
- Res. #792** Extends Bid Contract for Calcium Hypochlorite Tablets for Riverhead Water District
- Res. #793** Awards Bid – Installation of Variable Frequency Drives – Plant No. 10 – Riverhead Water District
- Res. #794** Authorizes Execution of Water Service Agreement with Reginald and Connie Farr, Baiting Hollow, NY
- Res. #795** Authorizes Execution of Water Service Agreement with Timber Gardens, LLC
- Res. #796** Authorizes Town Clerk to Publish and Post Notice to Bidders for Water Service Materials
- Res. #797** Pays Bills
- Res. #798** Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 289 Entitled, “Vehicles, Traffic and Parking Regulations” of the Riverhead Town Code
- Res. #799** Extends Bid for Residential Solid Waste Collection and Disposal for the Riverhead Refuse and Garbage District
- Res. #800** Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 and Authorizes the Town Supervisor to Execute a Professional Service Agreement with Martin Lynch

TOWN OF RIVERHEAD

Resolution # 776

**AUTHORIZES ACCEPTANCE OF  
LISC NYS HOUSING STABILIZATION FUND AWARD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Local Initiatives Support Corporation (LISC) joined New York Attorney General (AG) Eric Schneiderman in early August 2016 to announce the New York Housing Stabilization Fund, a \$13 million grant program for municipalities dealing with high concentrations of zombie and vacant properties; and

**WHEREAS**, the new program follows passage last month of the New York State Abandoned Property Neighborhood Relief Act of 2016, which requires banks and other mortgagees to maintain vacant and abandoned properties during the foreclosure process; and

**WHEREAS**, Grants will be funded by bank settlement dollars negotiated by the AG's office and will focus on both mitigation and prevention in the 100 cities, towns and villages that are eligible to apply; and

**WHEREAS**, the Town of Riverhead was invited to apply to New York State Housing Stabilization Fund for up to \$75,000 to \$100,000 in grant funds to support programs tailored to local needs—from outreach to homeowners facing foreclosure, to mapping programs that track zombie and vacant properties to capacity-building that bolsters agencies charged with code enforcement; and

**WHEREAS**, the Town of Riverhead submitted an application and was awarded \$100,000 in New York Housing Stabilization Fund grant funds to support capacity building efforts by the Town of Riverhead to combat zombie and vacant property blight.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Board authorizes acceptance of the \$100,000 award from the New York Housing Stabilization Fund, to support homeowner outreach and capacity enhancement that bolsters code enforcement; and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to Community Development, the Town Attorney and the Financial Administrator; and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 777

**RATIFIES AUTHORIZATION FOR THE TOWN CLERK TO PUBLISH AND POST  
NOTICE FOR PUBLIC HEARING REGARDING US HUD COMMUNITY  
DEVELOPMENT BLOCK GRANT ("CDBG") 2017 FUNDS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead participates in the Suffolk County Consortium to receive Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (US HUD) for benefit to low and moderate income persons and for the prevention of slum and blight; and

**WHEREAS**, the Town of Riverhead has an ongoing CDBG Program and plans to prepare an application for CDBG Funds for Fiscal Year 2017 with an estimated allocation of up to \$150,000; and

**WHEREAS**, the Town wishes to solicit comments from the public with regard to the development of said application; and

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice of public hearing at 2:10 p.m. on Tuesday, November 1, 2016, as a legal advertisement in the Thursday, October 13, 2016, issue of the News Review and to post same on the signboard in Town Hall.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Amy Keyes, Suffolk County Community Development Director, Suffolk County Community Development, PO Box 6100, Hauppauge NY 11788-0099 and an electronic copy of the adopted resolution to the Community Development Department.

**THEREFORE, 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**

Hubbard  Yes  No      Giglio  Yes  No  
Wooten  Yes  No      Dunleavy  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**ANNOUNCEMENT OF PUBLIC HEARING  
CITIZEN'S IDEAS WANTED ON COMMUNITY DEVELOPMENT PROGRAM**

**PLEASE TAKE NOTICE** in April 2017 the Town of Riverhead expects to receive approximately \$150,000.00 in Federal Community Development Block Grant Funds. These funds may be used, and have been previously used for a variety of projects that benefit low and moderate income persons, aid in the prevention or elimination of slums or blight and/or meet a need having a particular urgency.

Examples of eligible activities include:

- Housing Rehabilitation
- Elimination of Physical Barriers to the Handicapped
- Public Facilities and Improvements
- Street Improvements
- Public Service Activities
- Neighborhood Improvement Programs

Town residents are invited to attend this public hearing on Tuesday, November 1, 2016, at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, New York, to express citizen views on local housing and community development needs to be met with these funds and/or submit written comments for the record to Riverhead Town Hall, Community Development Department, 200 Howell Avenue, Riverhead, New York 11901 by November 11, 2016.

Dated: October 13, 2016

**BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD, NEW YORK**

**DIANE WILHELM, TOWN CLERK**

**TOWN OF RIVERHEAD**

**Resolution # 778**

**RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Suffolk County Community College has requested the Riverhead Police Department to partner with them in an internship program; and,

**WHEREAS**, the Riverhead Police Department agrees to expose this student to the police profession as part of her education through a 157-hour training program.

**NOW, THEREFORE, BE IT RESOLVED**, effective October 13, 2016, the Town Board hereby ratifies the appointment of Michelle J. Speziale, a student at Suffolk County Community College, as an Intern for the Riverhead Police Department through completion of the program; and,

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 779**

**RATIFIES A REQUEST FOR A LEAVE OF ABSENCE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to Article 12, General Provisions, Paragraph 4, of the current contract between the Town of Riverhead and the Civil Service Employees' Association, Town of Riverhead Unit, John Seus has requested a non-paid leave of absence from the Riverhead Police Department commencing October 11, 2016; and,

**WHEREAS**, after careful consideration, the Town Board has granted a three (3) month non-paid leave of absence.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby ratifies John Seus' request for a non-paid leave of absence from October 11, 2016 through and including January 10, 2017 subject to the following condition(s):

1. To facilitate the proper functioning of the Police Department, the employee shall submit written notice to the Chief of Police of his intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Chief of Police, the Personnel Officer 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**

Hubbard	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Giglio	<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 # 780**

**ACCEPTS THE RESIGNATION OF A PART-TIME POLICE OFFICER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Chief of Police David J. Hegermiller has received a letter of resignation from Shawn Williams stating he is resigning from his position of Part-time Police Officer with the Riverhead Police Department, effective October 13, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby accepts the letter of resignation submitted by Shawn Williams; and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 781

**STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) DETERMINATION OF SIGNIFICANCE FOR SPECIAL PERMIT, SITE PLAN AND VARIANCE APPLICATIONS FOR THE PROPOSED DEVELOPMENT KNOWN AS THE PRESTON HOUSE LOCATED AT 428 EAST MAIN STREET, RIVERHEAD, NY, DESCRIBED AS SCTM # 600-129-3-13**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, an application for proposed land development known as The Preston House, with a request for relief from local land use codes, a request for a special permit and a request for a site plan petition to construct a 20-unit-5 story hotel and the renovation of an existing structure for use as a bar/restaurant with a seating capacity of 206 seats is sought by J. Petrocelli Development Associates at the location described as 428 East Main Street, Riverhead, New York 11901, described as SCTM No. 600-129-3-13; and

**WHEREAS**, the parcel size is 12,896 sq. ft., with an existing vacant house and free standing garage including an existing dwelling reportedly built in 1902 by local Civil War veteran/hero Henry H. Preston, recognized by the Land Marks Preservation Commission as culturally important to Riverhead's downtown; and

**WHEREAS**, the site is located in the Downtown Center-1 Main Street (DC-1) Zoning Use District and Groundwater Management Zone IV, within the service area for the Riverhead Water District and the Riverhead Sewer District; and

**WHEREAS**, the sanitary wastewater design calculations proposed by Young & Young indicate a proposed flow for the hotel and restaurant/bar complex of ~~8,335~~ 8,355 GPD; and

**WHEREAS**, the Town Planning Department has considered the project's potential for environmental and social impacts in the following categories:

- Community character;
- Cultural resources of local importance;
- The "massing effect" of the five-story building and restaurant/ bar on the existing street-scape and area dwellings;
- The visual impacts and contrast of the proposed five-story building, the proposed renovated 1902 building and local area buildings;
- The number and availability of parking spaces and handicap spaces (for staff, patrons, hotel occupants and guests) within the immediate area and alternative locations within the Riverhead Parking District;
- Potential for parking space and handicap space conflicts during hours of operation of the restaurant/bar, hotel occupants and their visitors (including but not limited to

special catering/banquet events, Fridays, Saturdays, Sundays, holiday functions, etc.).

- Potential traffic impacts at Main Street/Ostrander Avenue and potential to impact traffic during peak time periods as well as during local tourist events (use of the hotel, aquarium, food and beverage establishments, special events such as the “Country Fair” and artist promotions);
- Solid Waste/Recyclables disposal- location of collection area(s);
- Front yard landscaping and front yard screening is minimal, with patron seating areas dominating the area along Main Street; and

**WHEREAS**, the application requires a Special Permit from the Town Board and the Town Board assumed SEQRA Lead Agency status by Resolution 593 adopted August 16, 2016 with no objections; and

**WHEREAS**, the Lead Agency requested additional information in the form of an Expanded Environmental Assessment Form (EEAF); and

**WHEREAS**, the applicant responded with submission of the “Expanded Environmental Assessment Form-428 East Main Street-Preston House,” (EEAF) dated September 2016, prepared by Nelson, Pope & Voorhis, LLC; and

**WHEREAS**, the hotel/restaurant application requires the Zoning Board of Appeals (ZBA) review a request for relief from a landscape buffer, where the required landscaped buffer is to be 10-feet between a business use and residential use, and the applicant’s relief as requested, is to reduce the landscape buffer to 3.5 feet; and

**WHEREAS**, a public hearing was held by the ZBA on June 23, 2016 (Appeal No. 16-39) and no objectionable comments were received from the public or the ZBA members, and the ZBA was agreeable to granting relief pending completion of SEQRA; and

**WHEREAS**, the applicant’s September 2016 EEAF was reviewed by staff and deemed to have adequately addressed environmental impact potential generated in the following categories:

- Overall Site Design and Layout;
- Community Character and Cultural Resources of Local Significance;
- Traffic Impacts and Mitigation;
- Parking Impacts and Mitigation;
- Solid Waste, Odors and Vector Control associated with Hotel and Restaurant Use; and
- Landscaping.

**WHEREAS**, the EEAF’s attendant Traffic Impact Study (TIS) recommended a traffic control device (signal) be placed at the intersection of Main Street and Ostrander Avenue; and

**WHEREAS**, the New York State Department of Transportation (NYSDOT) has been requested to comment on said signalized intersection recommendation; and

**WHEREAS**, the Town of Riverhead currently provides crossing guards to aid

pedestrian traffic primarily to assist with walker access to and from the area of Main Street and Ostrander Avenue and seeks mitigation to aid in pedestrian safety be considered with coordinated review with the NYSDOT; and

**WHEREAS**, parking demands were assessed in the EAAF, with evaluation of peak parking demands during weekday, Saturday and event (Riverhead Alive at Five) conditions; and

**WHEREAS**, the applicant provided an inventory of available lot stalls totaling 1,127 parking spaces, with a maximum parking utilization of 766 or 70% and the evaluation determined there would be 361 parking spaces are available under the existing conditions and “worst case scenario;” and

**WHEREAS**, the proposed mitigation necessary to accommodate the hotel/restaurant parking needs for 204 an estimated 157 parking stalls, as per the ITE Manual, includes continued use of the shuttles associated with the Long Island Aquarium and Hyatt Hotel; valet parking; off-site parking with improved sidewalks provided by the applicant; and inclusion of the project site in the Downtown Parking District; with the Parking District expansion requested to be by separate action of approval by the Town Board; and

**WHEREAS**, the community character and visual impact assessment was provided by the Nelson, Pope & Voorhis report with building elevations and statements by Andrew V. Giambertone & Associates, Architects including “Left and Right Side Elevations” depicted in the Appendix D section of EAAF as Figures A3.4 and A3.2 respectively; and

**WHEREAS**, the visual and building massing impact assessments were summarized by the applicant by the following evaluations:

- a. The area is comprised of mixed uses with variations in the building styles and heights, dominated by the Sea Star building and Hyatt Hotel.
- b. The proposed action conforms to zoning with regard to height and dimensional requirements with exception to the landscape buffer setback.
- c. The Preston House restoration is important for cultural resource preservation.
- d. The proposed project includes a five story hotel building behind the Preston House which is specifically designed in terms of size, height, mass and façade to provide a mixed-use element which will be architecturally unique, will not compete with, but will enhance the historic Preston House.
- e. The architectural of the project has been approved by the Landmarks Preservation Committee and been reviewed by the ARB, and
- f. The project has been designed to meet the Guidelines of the Town, incorporate Town input, and address design goals of the project.

**WHEREAS**, the Planning Department staff has advised the Lead Agency and acknowledges the subjective nature of visual and aesthetic impact evaluations, and notes, the Landmarks Preservation Committee is *advisory only* and an approval *per se* is not binding or possible until the SEQRA review process is complete; and

**WHEREAS**, the impacts of odor, solid waste and vector control are achievable by adherence to the Suffolk County Department of Health Services codes and regulations, and standards of housekeeping for restaurant and hotel operations. Now,

**THEREFORE, BE IT RESOLVED**, that the Town Board as Lead Agency determines the EEAF has adequately addressed the potential for environmental impact generated by the proposed construction and operation of the restaurant/hotel mixed use known as the Preston House; and

**BE IT FURTHER RESOLVED**, the EEAF has assessed and provided mitigating measures to minimize or avoid adverse environmental impact potentially generated by the proposed action and proposed the mitigating measures as components to the site plan, architectural plans, on-site and off-site infrastructure improvements inclusive of NYSDOT and Town of Riverhead approvable traffic and pedestrian controls for safety enhancement; and

**BE IT FURTHER RESOLVED**, that the Town Board, as Lead Agency has determined an Environmental Impact Statement need not be prepared and issues a SEQRA negative declaration with required implementation of mitigating measures as proposed in the Expanded Environmental Assessment Form-428 East Main Street- Preston House, dated September 2016, prepared by Nelson, Pope & Voorhis, and the implementation of additional mitigating measures as required by the Town of Riverhead Planning Board, Town of Riverhead Zoning Board of Appeals and the New York State Department of Transportation; and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall forward certified copies of this resolution to the Assessors Office, Eric J. Russo, Esq., Van Brunt, Juzwiak & Russo, P.C., 140 Main Street, Sayville, New York 11782, the Planning Board, Engineering Department, and 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 copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 782

**AWARDS BID FOR AMBULANCE BODY REMOUNT OF  
2003 & 2006 PL CUSTOM TYPE III AMBULANCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town Clerk was authorized to publish and post a notice for sealed bids for **AMBULANCE BODY REMOUNT OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCE** for the Town of Riverhead and;

**WHEREAS**, 1 bid was received, opened and read aloud in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901 on OCTOBER 12, 2016 at 11:00 am; and

**WHEREAS**, the bids were reviewed and a bid tabulation was prepared and presented to the Town Board for review.

**NOW THEREFORE BE IT RESOLVED** that the bid for **AMBULANCE BODY REMOUNT OF 2003 & 2006 PL CUSTOM TYPE III AMBULANCE** be awarded to **Hendrickson Fire & Rescue Equipment, Inc. for \$114,684.00/2003 & \$133,086.00/2006** respectively.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Purchasing Department and the Riverhead Volunteer Ambulance Corps; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 783

**APPROVES THE CHAPTER 255 APPLICATION OF  
BAITING HOLLOW CONGREGATIONAL CHURCH  
(225<sup>th</sup> Anniversary Civil War Encampment & All Wars Memorial Service –  
Saturday, November 5, 2016)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on September 26, 2016, Bill R. Meyer, on behalf of the Baiting Hollow Congregational Church, submitted a Chapter 255 Application for the purpose of conducting an event entitled “Roots of Our Faith”, which includes a Civil War encampment reenactment and an All Wars Memorial Service, to be held at the Baiting Hollow Congregational Church, located at 2416 Sound Avenue, Calverton, New York, on Saturday, November 5, 2016, between the hours of 9:00 a.m. and 5:00 p.m.; and

**WHEREAS**, Baiting Hollow Congregational Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, applicant has requested that the applicable Chapter 255 Application fee be waived due to its not-for-profit status; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby determines the action to be a “Type II” action under SEQRA 617.5 C(15); and be it further

**RESOLVED**, that the Chapter 255 Application of the Baiting Hollow Congregational Church, for the purpose of conducting an event entitled “Roots of Our Faith”, which includes a Civil War encampment reenactment and an All Wars Memorial Service, to be held at the Baiting Hollow Congregational Church, located at 2416 Sound Avenue, Calverton, New York, on Saturday, November 5, 2016, between the hours of 9:00 a.m. and 5:00 p.m., is hereby approved; and be it further

**RESOLVED**, should tent(s) be utilized, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary

Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office;

and be it further

**RESOLVED**, that all of the above permits and insurance are to be received **no later than October 23, 2016**; and be it further

**RESOLVED**, that this approval is subject to Riverhead Town Code Chapter 301 Article XLVIII entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Baiting Hollow Congregational Church, Attn: Bill R. Meyer, 2416 Sound Avenue, Calverton, New York, 11933; and be it further

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

### **THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 784**

**APPROVES THE CHAPTER 255 APPLICATION OF  
EAST END ROWING INSTITUTE LTD.  
(Snowflake Regatta - Sunday, November 13, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on September 28, 2016, William S. Hale, on behalf of East End Rowing Institute Ltd., submitted a Chapter 255 Application for the purpose of conducting a Snowflake Rowing Regatta (High School and Masters Rowing Race), said regatta to commence at the Peconic riverfront parking lot (school and parents viewing area), proceeding to Indian Island Park and continuing back to the riverfront parking lot, Riverhead, New York, on Sunday, November 13, 2016, between the hours of 7:00 a.m. and 6:00 p.m.; and

**WHEREAS**, East End Rowing Institute Ltd. 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**, due to its not-for-profit status, the applicant has requested the Chapter 255 application fee be waived; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby determines the action to be a "Type II" action under SEQRA 617.5 C (15); and be it further

**RESOLVED**, that the Chapter 255 Application of the East End Rowing Institute Ltd. for the purpose of conducting a Snowflake Regatta (High School and Masters Rowing Race) to be held at the aforementioned location, date and times is hereby approved; and be it further

**RESOLVED**, that due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 255 Application fee; 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 Agency 102 (Tents & Membrane Structures); and be it further

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 301, Part 3, Article XLVIII - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that an Outdoor Safety Plan must be submitted to the Riverhead Fire Marshal **no later than November 1, 2016**; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Rowing Institute Ltd., P.O. Box 1192, 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 785**

**APPROVES CHAPTER 255 APPLICATION OF  
RIVERHEAD RUNNING CLUB INC.  
(5K Run Entitled “Trick or Trot” 5K Race – Saturday, October 29, 2016)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on September 28, 2016, Jill Tapper, on behalf of the Riverhead Running Club Inc., submitted a Chapter 255 Application for the purpose of conducting a 5K Run entitled “Trick or Trot” for children from the Riverhead Central School District. Said 5K run route is to include Harrison Avenue, Hamilton Avenue, Sweezy Avenue, Marcy Avenue, Raynor Avenue, Pulaski Street and Osborn Avenue, and is to be held on Saturday, October 29, 2016, between the hours of 7:00 a.m. and 12:00 noon; and

**WHEREAS**, the Riverhead Running Club Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

**WHEREAS**, the applicant has requested that the Chapter 255 Application fee be waived due to the applicant’s not-for-profit status; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby determines the action to be a “Type II” action under SEQRA 617.5 C (15); and be it further

**RESOLVED**, that the application of Riverhead Running Club Inc. for the purpose of conducting a 5K Run entitled “Trick or Trot” for children from the Riverhead Central School District, to be held on Saturday, October 29, 2016, between the hours of 7:00 a.m. and 12 noon, is hereby approved; and be it further

**RESOLVED**, that this approval is subject to an Outdoor Public Safety Plan, to be submitted to the Fire Marshal’s office **no later than October 24, 2016**; and be it further

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

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 301, Part 3, Article XLVIII - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Running Club Inc., Attn.: Jill Tapper, P.O. Box 235, Aquebogue, NY, 11931 and the Riverhead High School, Attn: Sam Schneider, 700 Harrison Avenue, Riverhead, NY 11901; and be it further

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

#### **THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 786

**APPROVES CHAPTER 255 APPLICATION OF THE TITAN RUN**  
**(5K Obstacle Run – Saturday, October 22, 2016)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, on October 4, 2016, Constance Pellechia, on behalf of The Titan Run, submitted a Chapter 255 Application for the purpose of conducting a 5K Obstacle Run, having an after party to include the sale of alcoholic beverages, to be held at the 4H Camp located at 3186 Sound Avenue, Riverhead, New York, on Saturday, October 22, 2016, between the hours of 9:00 a.m. and 5:00 p.m.; and

**WHEREAS**, The Titan Run has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the applicant has paid the applicable Chapter 255 Application Fee; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby determines the action to be a “Type II” action under SEQRA 617.5 C (15); and be it further

**RESOLVED**, that the application of The Titan Run, for the purpose of conducting a 5K Obstacle Run, having an after party to include the sale of alcoholic beverages, to be held at the 4H Camp located at 3186 Sound Avenue, Riverhead, New York, on Saturday, October 22, 2016, between the hours of 9:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of a Certificate of Insurance to include general liability and liquor liability having limits acceptable to the Town Attorney and naming the Town of Riverhead as an additional insured;

- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's Office;

and be it further

**RESOLVED**, that all of the above are to be received no later than October 20, 2016; and be it further

**RESOLVED**, that Chapter 205 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at location(s) delineated on the associated site plan, provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

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

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 301, Part 3, Article XLVIII - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to The Titan Run, Attn: Constance Pellechia, P.O. Box 408, Speonk, New York 11972; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 787

**AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (COMPREHENSIVE EMERGENCY MANAGEMENT PLAN)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Suffolk County, acting through its duly constituted Department of Fire rescue and Emergency Services (“FRES”) is seeking to develop a multi-jurisdictional Comprehensive Emergency Management Plan (sometimes hereinafter the “Plan”); and

**WHEREAS**, the Town Supervisor has requested authorization from the Town Board to enter into these agreements with the County of Suffolk on behalf of the Town of Riverhead.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Town Supervisor to sign the attached Intermunicipal Agreement with the County of Suffolk for funding through FRES for the development of a multi-jurisdictional Comprehensive Emergency Management Plan for a term from January 1, 2016 to August 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 from the Office of the Town Clerk.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**Intermunicipal Agreement for Services**

**This Agreement (“Agreement”)** is between the **County of Suffolk (“County”)**, acting through its duly constituted **Department of Fire, Rescue and Emergency Services (“Department” and/or “FRES”)**, located at Yaphank Avenue, Yaphank, New York 11980; and the **(Insert Name)** (“Municipality”), a municipal corporation organized under the State of New York with an office located at **(Insert Address)**. The Municipality and the Department shall be referred to collectively as the “Parties” or “Party.”

The Parties hereto desire to coordinate in connection with the coordination and development of a multi-jurisdictional, Comprehensive Emergency Management Plan (“**the Services**”) as set forth in Article I, entitled “Description of Services.”

**Term of Agreement:** January 1, 2016 through August 31, 2018 with an option to extend to December 31, 2018 at the sole discretion of the County upon written notice to the Municipality.

**Payment Terms:** Shall not exceed **\$x,000.00** to be paid to the Municipality, as set forth in Article I and II.

**Terms and Conditions:** Shall be as set forth in Article I & II, Exhibit 1 and Exhibit 2, attached hereto and incorporated herein.

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

**MUNICIPALITY**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalties of perjury that I am an officer of **(Insert Name)**, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the Town of **(Insert Name)** meets all requirements to qualify for exemption thereunder.

**Approved as to Form:**  
**Dennis Brown**  
**Suffolk County Attorney**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Niranjan Sagapuram  
Assistant County Attorney

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_  
Dennis Cohen  
Chief Deputy County Executive  
Date: \_\_\_\_\_

**Department of Fire, Rescue and Emergency Services**  
**Approved:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Joseph F. Williams  
Commissioner

**Recommended:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Thomas F. O’Hara  
Project Manager

## List of Articles & Exhibits

### Article I

#### Description of Services

### Article II

#### Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

#### Exhibit 1

##### Suffolk County Legislative Requirements

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

#### Exhibit 2

Town's Resolution No. XXX Authorizing An Agreement with Suffolk County and Suffolk County's Resolution No. -2016, appropriating grant funds from the NYS Division of Homeland Security and Emergency Services to the County for the updating of the county all hazards comprehensive emergency management plan and to execute grant related agreements.

**Article I**  
**Description of Services**

**Whereas**, the Department of Fire, Rescue and Emergency Services of Suffolk County (the County) is authorized to receive grant funding from the Federal Emergency Management Agency UASI 2015 & UASI 2016 Grant program under Resolutions 862-2015 and 738-2016 to provide emergency service coordination for the development of intermunicipal agreements with partners' municipalities; and

**Whereas**, the County will utilize federal and state grant funds to coordinate with the Municipality in the development of a Comprehensive Emergency Management Plan; and

**Whereas**, pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, the County is authorized to enter into this Agreement (See Exhibit "2"); and

**Whereas**, pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, the Municipality is authorized to enter into this Agreement (See Exhibit "2");

**Now, Therefore**, in consideration of the mutual covenants herein set forth, the County and the Municipality agree as follows:

**1. Conflicting Provisions**

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

**2. Purpose of Agreement**

The Municipality and the County acting through the Department shall coordinate, as more particularly described below in this Article I section 5, entitled "Responsibilities of the Parties."

**3. Meanings of Terms**

As used in the Agreement:

- A. **"Comptroller"** means the Comptroller of the County of Suffolk.
- B. **"County"** means the County of Suffolk, its departments, and agencies.
- C. **"County Attorney"** means the County Attorney of the County of Suffolk.
- D. **"FEMA"** means the United States Federal Emergency Management Agency.
- E. **"Federal"** means the United States government, its departments and agencies.
- F. **"Force Account Labor"** means Force Account Labor Costs. The straight- or regular-time

salaries and benefits of a grantee's or subgrantee's permanently employed personnel as defined pursuant to 44 C.F.R. § 206.228 or any subsequent amendments

- G. **“Fund Source”** means any direct or indirect sum payable to the Municipality by the County pursuant to any lawful obligation.
- H. **“State”** means the State of New York.
- I. **“Suffolk County Payment Voucher”** means the document authorized and required by the Comptroller for release of payment.

#### 4. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided in paragraph 6 below.

#### 5. Responsibilities of the Parties

The Municipality will work with the Department and other federal, state and local agencies to develop a Comprehensive Emergency Management Plan (“Plan”). At a minimum, the Plan shall have the following basic elements including, but not limited to:

- A. Comprehensive Emergency Management Plan Executive Summary. The Plan shall include a discussion explaining the Plan’s purpose and its overarching goals. It should also include a brief discussion about how the Plan was developed; who participated in the Plan development (effort should be made to include all internal departments and external entities that may be involved with the writing of this document); and, whether the Plan is officially adopted by the governing body.
- B. The Suffolk County Comprehensive Emergency Management Planning Team (CEMPT) which contains at least one representative from the Municipality and the other participating jurisdictions was recently formed to oversee the project. The Suffolk County Office of Emergency Management (OEM) and the Municipality representative on the CEMPT will be the administrative agencies for the Plan. OEM shall have primary responsibility for management of and contract administration for the Plan. For the participating Towns, the Plan will also include their participating villages.
- C. CEMPT shall conduct weekly meetings at a time and place to be determined to establish a process and procedure to create the Plan and other Plan related documents.
- D. On a mutually agreed upon schedule each Municipality shall provide CEMPT with a cumulative draft Plan.
- E. Identifying threats to the municipality based on current situational awareness. Establish the probability of occurrence, based on past history and potential consequences.

- F. Maintain the Plan. Exercise the plan and evaluating its effectiveness involve using training and exercises and evaluation of actual events to determine whether the goals, objectives, decisions, actions and timing outlined in the plan led to a successful response.
- G. Public Information. Collecting information and then sharing recommendations with the general population is vital for the success of the Plan.

## **6. Termination**

### **A. Thirty Days Termination**

The County shall have the right to terminate the Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Municipality is given at least thirty (30) days' notice.

### **B. Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 21 of this Agreement.

### **C. Duties upon Termination**

- i.) The Municipality shall discontinue the Services as directed in the termination notice.
- ii.) Subject to any defenses available to it, the County shall pay the Municipality for the Services rendered through the date of termination, provided that Federal or State funds originally intended to pay for the services are available for such payment.
- iii.) The County shall be released from any and all liability under the Agreement, effective as of the date of the termination notice.
- iv.) Upon termination, the Municipality shall reimburse the County the balance of any funds advanced to the Municipality by the County no later than thirty (30) days after termination of the Agreement. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

## **7. Indemnification and Defense**

- A. The Municipality shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Municipality, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Agreement.

- B. The Municipality hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Municipality agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- C. The Municipality shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Municipality to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

**8. Non-Discrimination in Services**

- A. The Municipality shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:
  - i.) deny any individual the Services provided pursuant to the Agreement; or
  - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Agreement; or
  - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Agreement; or
  - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Agreement; or
  - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Agreement.
- B. The Municipality shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Agreement with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
  - i.) the Services to be provided, or
  - ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

**9. Nonsectarian Declaration**

The Services performed under the Agreement are secular in nature. No funds received pursuant to the Agreement shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

**10. Governing Law**

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

**11. No Waiver**

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

**12. Conflicts of Interest**

The Municipality shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The Municipality is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**13. Cooperation on Claims**

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

**14. Confidentiality**

Any document of the County, or any document created by the Municipality and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

**15. Assignment and Subcontracting**

A. The Municipality shall not delegate its duties under the Agreement, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as “Assignment”), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

B. Notwithstanding the County’s consent,

i.) the terms and conditions of the Agreement shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

**16. No Intended Third Party Beneficiaries**

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

**17. Publications**

Any book, article, report, or other publication related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

**18. Copyrights**

A. Any and all materials generated by or on behalf of the Municipality while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of the County. The Municipality hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, , vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Municipality may not secure copyright protection. The County reserves to itself, and the Municipality hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Agreement.

B. The County shall be deemed to be the author of all the Work Product. The Municipality

acknowledges that all Work Product shall constitute “work made for hire” under the U.S. copyright laws. To the extent that any Work Product does not constitute a “work made for hire,” the Municipality hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Municipality may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

**19. Record Retention**

The Municipality shall retain all accounts, books, records, and other documents relevant to the Agreement for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to Agreement expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

**20. Certification Regarding Lobbying**

Together with this Agreement and as a condition precedent to its execution by the County, the Municipality shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Agreement may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Agreement.

**21. Notice**

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Municipality at the address on page 1 of the Agreement and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Municipality relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

**End of Text for Article I**

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

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article II and an exhibit to this Agreement, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

**2. General Payment Terms**

**a. Presentation of Suffolk County Payment Voucher**

In order for payment to be made by the County to the Municipality for the Services, the Municipality shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Agreement for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

**b. Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Agreement. Either upon execution of the Agreement (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31<sup>st</sup> day of January following the end of each year of the Agreement, the Municipality shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Agreement, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Municipality as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Municipality in accordance with the Agreement and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

**c. Payment by County**

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

**d. Final Voucher**

The acceptance by the Municipality of payment of all billings made on an approved voucher shall

operate as and shall be a release of the County from all claims by the Municipality through the date of the Voucher.

### **3. Subject to Appropriation of Funds**

- a.** The Agreement is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b.** If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
  - i.)** determine how to pay for the Services;
  - ii.)** determine future payments to the Municipality; and
  - iii.)** determine what amounts, if any, are reimbursable to the County by the Municipality and the terms and conditions under which such reimbursement shall be paid.

### **4. Accounting Procedures**

- a.** The Municipality shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Municipality shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Agreement.
- b.** The Municipality shall retain all accounts, books, records, and other documents relevant to the Agreement for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

### **5. Audit**

- a.** All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Municipality further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Agreement. If

such an audit discloses overpayments by the County to the Municipality, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Municipality shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Municipality from the County under the Agreement or any other Fund Source.

- b. The provisions of this paragraph shall survive the expiration or termination of the Agreement for a period of seven (7) years, and access to records shall be as set forth in paragraph 19 of Article 1, and paragraph 4(b) of Article II.

## **6. Comptroller's Rules and Regulations for Consultant's Agreements**

The Municipality shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Agreement. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

## **7. Specific Payment Terms and Conditions**

Notwithstanding the Suffolk County voucher documentation required under Paragraph 2(b) of Article II of the Agreement, the Municipality shall provide FEMA's Force Account Labor Summary Record, FEMA Form 90-123, to document labor expenditures ("Labor Charges") to the Department each month no later than the tenth (10<sup>th</sup>) day of the following month.

These Labor Charges shall include the labor expenses attributed to the development and approval of the Plan. The Labor Charges shall be recorded on FEMA's Force Account Labor Summary Record, FEMA Form 90-123 to be provided by the County. The expenses paid for under this Agreement shall be limited to:

- i.) Overtime costs for staff in development of the Plan;
- ii.) Overtime costs associated with staff replacement labor to offset normal job functions while the Plan is being completed; or
- iii.) Outside Consultant costs to develop the Plan.

**Exhibit 2**  
**Suffolk County Legislative Requirements**

**NOTE: THE CONTRACTOR’S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY’S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.**

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

**Required Form:**

Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

**2. Living Wage Law**

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

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

**Required Forms:**

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

Suffolk County Living Wage Form LW-38; entitled

“Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit.”

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

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

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

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

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

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

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

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial

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

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

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

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

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

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

**Required Forms:**

Suffolk County Lawful Hiring of Employees Law Form

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

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

**5. Gratuities**

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

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

under "Nonresponsible Bidder."

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

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

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

**12. Safeguarding Personal Information of Minors**

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

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

**13. Contract Agency Performance Measures and Reporting Requirements**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

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

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

**End of Text for Exhibit 2**

TOWN OF RIVERHEAD

Resolution # 788

**RATIFIES AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE AN  
ADDENDUM TO AGREEMENT WITH L.K. MCLEAN ASSOCIATES, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”) by Resolution #398 adopted on May 18, 2011; and

**WHEREAS**, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder’s presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study necessary for the development of a Reuse & Revitalization for reuse of the former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”), including subdivision of the EPCAL property, and determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, Inc. the contract; and

**WHEREAS**, by Resolution #639 adopted on August 16, 2011, the Town Board authorized the Supervisor to execute an agreement with L.K. McLean Associates, Inc. to prepare Boundary & Topographic Study for reuse and revitalization of EPCAL; and

**WHEREAS**, the Planning Board has requested test borings at the location of the drainage areas proposed as part of the subdivision map; and

**WHEREAS**, L.K. McLean Associates, Inc. has the expertise to provide such service and is fully familiar with the property having prepared the boundary and topographic study that serves as the basis of the subdivision plan; and

**WHEREAS**, the Town Board desires to amend the Professional Services Agreement with L.K. McLean Associates, Inc. to include services required to locate with horizontal values ground and surface elevations 5 soil borings at EPCAL and assist in the plotting of test hole detail necessary for the subdivision map of EPCAL.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board ratifies authorization for Supervisor to execute an Addendum to Professional Services agreement with L.K. McLean Associates, Inc. in substantially the same form annexed hereto, to include services required to locate with horizontal values ground and surface elevations of 5 soil borings at EPCAL for an additional fee not to exceed \$5,000.00; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to L.K. McLean Associates, P.C., Attn. Daniel P. Jedlicka, 437 South Country Road, Brookhaven, NY 11719; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**ADDENDUM TO  
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the \_\_\_\_\_ of October, 2016 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 L.K. McLean Associates, Inc, a corporation existing under the laws of the State of New York with a principal place of business at 437 South Country Road, Brookhaven, NY 11719 (hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #398 adopted on May 18, 2011; and

WHEREAS, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder's presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study necessary for the development of a Reuse & Revitalization for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"), including subdivision of the EPCAL property, and determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, Inc. the contract; and

WHEREAS, by Resolution #639 adopted on August 16, 2011, the Town Board authorized the Supervisor to execute an agreement with L.K. McLean Associates, Inc. to prepare Boundary & Topographic Study for reuse and revitalization of EPCAL; and

WHEREAS, the Planning Board has requested test borings at the location of the drainage areas proposed as part of the subdivision map; and

WHEREAS, L.K. McLean Associates, Inc. has the expertise to provide such service and is fully familiar with the property having prepared the boundary and topographic study that serves as the basis of the subdivision plan; and

WHEREAS, the Town Board desires to amend the Professional Services Agreement with L.K. McLean to include services required to locate with horizontal values ground and surface elevations 5 soil borings at EPCAL and assist in the plotting of test hole detail necessary for the subdivision map of EPCAL.

NOW THEREFORE and in consideration of the mutual promises herein contained, the TOWN and CONSULTANT agree as follows:

The CONSULTANT and TOWN agree that all terms of the original Agreement entered into on or about August 2011 shall remain in full force and effect, except that it is hereby

amended to include professional survey services required to locate with horizontal values ground and surface elevations of 5 soil borings a depth of 25 feet each at EPCAL and assist in plotting of test hole detail necessary for the subdivision map of EPCAL for an additional fee of \$4,550.00 (see Schedule "A" of Addendum/Cost Proposal). CONSULTANT agrees that CONSULTANT shall not seek additional compensation above the amount identified in Schedule "A" referred to above, unless authorized in writing as provided in Section 9 of the original Professional Services Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the original Professional Services Agreement dated August 2011 as of the date first above written.

TOWN OF RIVERHEAD

L.K. McLEAN ASSOCIATES, INC.

---

By: Sean Walter, Supervisor

---

By: Daniel P. Jedlicka, P.L.S.,  
Vice President

Schedule "A"



*L. K. McLean Associates, P.C.*

437 South Country Road • Brookhaven • New York • 11719

CONSULTING ENGINEERS

(631) 286-8668 • FAX (631) 286-6314

Associates

EUGENE F. DALY, P.E., P.T.O.E.<sup>TM</sup>, PRESIDENT and C.E.O.  
RAYMOND G. DIBIASE, P.E., P.T.O.E.<sup>TM</sup>, PTP<sup>TM</sup>, EXECUTIVE VICE PRESIDENT  
DANIEL P. JEDLICKA, P.L.S., VICE PRESIDENT

CHRISTOPHER F. DWYER  
ROBERT A. STEELE, P.E.  
JAMES L. DeKONING, P.E.  
STEVEN W. EISENBERG, P.E.  
ANDREW B. SPEISER  
MATTHEW C. JEDLICKA, LEED AP

October 4, 2016

Town of Riverhead  
Office of the Town Attorney  
200 Howell Avenue  
Riverhead, NY. 11901

Attn: Annemarie Prudenti

**Re: Survey Services at Epcal Site**

Dear Annemarie:

Per your request to supply a cost proposal for survey services for the above mentioned project at the Epcal Site, LKMA is pleased to provide this proposal for professional survey services.

We understand that we are to perform a survey to locate with horizontal values ground and surface elevations of 5 soil borings in the former Calverton Air Base.

We understand the borings are to be to a depth of 25 feet each

We understand the horizontal datum will be NAD 83 State plane feet and the vertical datum will be NAVD 88.

Our fee for the indicated survey services is **\$4,550.00**

Our current work load will enable us to initiate work immediately upon the issuance of an approved contract. It is expected the project will be completed in approximately 1 week.

We want to thank you for giving us the opportunity to submit this proposal for this assignment. If authorized, L.K. McLean Associates looks forward to working with your office on the successful completion of this important project. Should you have any questions or comments regarding this proposal, please do not hesitate in contacting me.

Very Truly Yours,

Daniel P. Jedlicka, P.L.S.  
Vice President

TOWN OF RIVERHEAD

Resolution # 789

**AUTHORIZES THE ACCEPTANCE OF DONATION OF A KIOSK AT THE ENTRANCE OF VIETNAM VETERANS MEMORIAL TRAIL AT EPCAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Matt Hanson, for reaching Eagle Scout for his project proposes to construct and install at the entrance of the Vietnam Veterans Memorial Trail at EPCAL a kiosk; and

**WHEREAS**, the aforementioned Eagle Scout project has been reviewed by the Town Board of the Town of Riverhead; and

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

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

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

**NOW THEREFORE BE IT RESOLVED**, the Town of Riverhead accepts the donation from Matt Hanson; and be it further

**RESOLVED**, that the Town Board, be and hereby, authorizes Matt Hansen to enter the premises, to construct and install the kiosk subject to indemnification from Matt Hanson and/or his parents; and

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No  
The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 790**

**RATIFIES SETTLEMENT WITH RELIANCE INSURANCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, a claim was made by the Town of Riverhead to recover funds from Reliance Insurance for payments above self-insured retention (SIR) under Policy NXC 0111273; and

**WHEREAS**, the parties entered into negotiations before any suit was commenced; and

**WHEREAS**, an offer of settlement has been made by Reliance Insurance regarding the claim by the Town of Riverhead for excess above the SIR; and

**WHEREAS**, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation, it is in the best interests of the Town to accept the settlement proposal.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead be and hereby ratifies the settlement proposal made by and on behalf of Reliance Insurance and ratifies the Supervisor executing the release, accepting and taking in the settlement funds; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 791

**RESOLUTION TO AUTHORIZE THE REMOVAL AND DISPOSAL OF SCRAP WATER SERVICE MATERIALS FOR THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Water District seeks to dispose of non-operational, unusable and broken brass water meters and other water service materials that have accumulated for over the past year or more and seeks to re-cooperate, through the sale of the above described parts, the value of the scrap metal; and

**WHEREAS**, pursuant to the Town's Procurement Policy, the Water District, with the assistance of counsel for the Water District, sent requests for proposals to three scrap metal recycling/recovery facilities registered and licensed to remove and dispose of scrap metal and requested that all proposals be submitted on or before 4:00 pm September 29, 2016; and

**WHEREAS**, two (2) of the three (3) proposals were received on or before 4:00 p.m. on the proposal due date of September 29, 2016; and

**WHEREAS**, Water District reviewed the proposals and recommends that the Town Board, as governing body of the Water District, approve the proposal submitted by Suffolk Industrial Recovery Corp, d/b/a/ PK Metals.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, as governing body of the Water District, does hereby approve the proposal submitted by Suffolk Industrial Recovery Corp, d/b/a/ PK Metals for the removal and disposal of scrap brass water meters and other water service materials as per the attached proposal; and be it further

**RESOLVED**, that a copy of this resolution be forwarded to Suffolk Industrial Recovery Corp, d/b/a PK Metals, 3542 Route 112, Coram, New York, 11727; 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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared TABLED



## RWD Riverhead Water District

1035 Pulaski Street, Riverhead, New York 11901-3043  
Phone: 631.727.3205 FAX: 631.369.4608

Mark K Conklin, Superintendent  
Email: [conklin@townofriverheadny.gov](mailto:conklin@townofriverheadny.gov)

Thomas Kruger, Assistant Superintendent  
Email: [kruger@townofriverheadny.gov](mailto:kruger@townofriverheadny.gov)

### PROPOSAL

REMOVAL OF SCRAP WATER SERVICE MATERIAL  
RIVERHEAD WATER DISTRICT  
1035 PULASKI STREET  
RIVERHEAD NY 11901

PROPOSAL DUE DATE: SEPTEMBER 29, 2016

ITEM 1: R & D BRASS WATER SERVICE MATERIALS

UNIT PRICE TO BE PAID (PER LB): One Dollar + Thirty Two Cents (\$1.32)  
DOLLARS

ITEM 2: R & D BRASS WATER METERS ASSEMBLED (STILL CONTAINING REGISTERS)

UNIT PRICE TO BE PAID (PER LB): Ninety Seven + Two Tenths Cents (\$.972)  
DOLLARS

THE DISTRICT MAY ELECT TO AWARD OR REJECT PROPOSALS AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE DISTRICT. THE DISTRICT MAY AWARD ITEMS AS A WHOLE OR SEPERATELY AS MAY BE DEEMD IN THE BEST INTERES OF THE WATER DISTRICT.

FIRM NAME: Suffolk Industrial Recovery Corp dba PK Metals

FIRM ADDRESS: 3542 Route 112  
Coram, NY 11727

TELEPHONE: 631-732-6403

SIGNED BY: Robert Asti TITLE: Controller

PRINT NAME: Robert Asti DATE: 9/29/2016

LICENSE NO.#: \_\_\_\_\_

TOWN OF RIVERHEAD

Resolution # 792

**EXTENDS BID CONTRACT FOR CALCIUM  
HYPOCHLORITE TABLETS FOR RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Eagle Control Corp. was awarded a bid for calcium hypochlorite tablets for use by the Riverhead Water District under Resolution #150808 adopted November 17, 2015, for one (1) year until November 17, 2016; and

**WHEREAS**, the Riverhead Water District had requested an extension of the contract and the above-named vendor has agreed to extend the contract until November 17, 2017, per the attached Bid Extension Notice, at the original bid amount, said extension being the first extension under the current contract; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for calcium hypochlorite tablets for use by the Riverhead Water District be and is hereby be extended to November 17, 2017; and be it further

**RESOLVED**, that the Town Clerk be directed to forward a certified copy of this resolution to Eagle Control, 23 Old Dock Road, Yaphank, New York, 11980;

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



# RWD Riverhead Water District

1035 Pulaski Street, Riverhead, New York 11901-3043

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

Mark K Conklin, Superintendent  
[conklin@townofriverheadny.gov](mailto:conklin@townofriverheadny.gov)

Thomas Kruger, Assistant Superintendent  
[kruger@townofriverheadny.gov](mailto:kruger@townofriverheadny.gov)

---

---

## Bid Extension Notice

To: F. Richard Thaefer, Eagle Control Corp.  
From: Riverhead Water District  
Date: September 19, 2016  
Subject: Extension of Bid Services – Calcium Hypochlorite Tablets

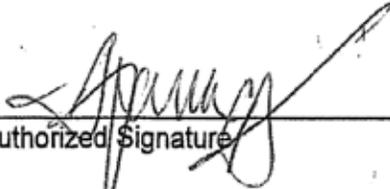
---

---

This correspondence is to inform you that our current bid contract with you for Calcium Hypochlorite tablets will expire on November 17, 2016. Pursuant to the terms of the contract, two (2) extensions of the contract may be granted if approved by the vendor(s).

The Town of Riverhead would like to extend this contract for a period of one (1) year until November 17, 2017. This would be the first extension pursuant to the terms of the original contract.

If the above meets with your approval, please complete the bottom portion of this notice and return it to us. Thank you for your consideration in this matter.

  
Authorized Signature

FRANK C ZAHRADKA  
Print Name

EAGLE CONTROL CORP  
Company Name

9/20/2016  
Date

BID CONTRACT #RWD-2015-22

BID PROPOSAL SHEET

**CALCIUM HYPOCHLORITE TABLETS**

Approx. annual requirement: 800 50-lb pails

\$111.50 = Price Per 50-lb. pail

Quantity discount (if offered)

\$107.50 = Price for (24) 50-lb. pails (one [1] pallet)

\$103.50 = Price per 240 50-lb. pails (ten [10] pallets)

COMPANY NAME:  
Riverhead Water District

Eagle Central Corporation

TOWN OF RIVERHEAD

Resolution # 793

**AWARDS BID – INSTALLATION OF VARIABLE FREQUENCY DRIVES – PLANT  
NO. 10 - RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, this Town Board did authorize the advertisement for bids for Installation of Variable Frequency Drives at Plant No. 10 of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated September 29, 2016 did recommend that the bid be awarded to Wire to Water, Inc. of Farmingdale, New York at the total bid price of \$46,620.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Installation of Variable Frequency Drives at Plant No. 10 of the Riverhead Water District, be and is hereby awarded to:

Wire to Water, Inc.  
Farmingdale, New York  
In the bid amount of \$46,620.00

and be it further

**RESOLVED**, that Wire to Water, Inc. shall post a bond in the amount of the total bid of \$46,620.00, and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Wire to Water, Inc. and be it further

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

**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**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



water

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

September 29, 2016

Town Board  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Installation of Variable Frequency Drives at Plant No. 10  
H2M Project No.: RDWD 16-02**

Dear Supt. Conklin:

On September 27, 2016, the Riverhead Water District received proposals for the Installation of Variable Frequency Drives at Plant No. 10 located on Sound Shore Road in Riverhead. Five (5) bids were received with the low bid being submitted by Wire to Water, Inc. of Farmingdale, New York for a total base price of **\$46,620.00**. A summary of the bids received is included below:

Contractor	Proposal
Wire to Water Inc.	\$46,620.00
Eldor Contracting Corp.	\$70,482.00
Hinck Electrical Contractor, Inc.	\$75,925.00
Baltray Enterprises, Inc.	\$83,090.00
Bensin Contracting, Inc.	\$88,700.00

Wire to Water, Inc. has successfully completed a number of electrical projects with H2M and the Riverhead Water District over the last few years. Based on our experience with Wire to Water, Inc. it is our opinion that they are qualified and their bid prices fair and reasonable. Based on this, we recommend the Town Board award the above referenced project to Wire to Water, Inc. at a total bid price of **\$46,620.00**.

Very truly yours,

**H2M architects + engineers**

cc: Mark Conklin, Superintendent of Water  
Carissa Willis, Town Board Coordinator  
Supervisor Sean Walter  
Richard Ehlers, Esq.

TOWN OF RIVERHEAD

Resolution # 794

**AUTHORIZES EXECUTION OF WATER SERVICE AGREEMENT WITH REGINALD AND CONNIE FARR, BAITING HOLLOW, NY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Owner has requested that the District provide water service to property located near Sunflower Court, Baiting Hollow, Riverhead (SCTM# 0600-80-01-3.5) as shown on the Subdivision For Reginald and Connie Farr made by Nathan Taft Corwin III and dated May 9, 008 as updated May 26, 2016 attached hereto as an Exhibit.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute the attached Water Service Agreement with Reginald and Connie Farr, Baiting Hollow, New York, and

**BE IT FURTHER RESOLVED**, that this resolution shall not be effective until acknowledged and countersigned by Reginald Farr and Connie Farr. This Resolution and the attached Agreement must be executed no later than November 1, 2016 or such resolution shall lapse and be of no further force and effect, 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.

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Reginald Farr  
Dated:\_\_\_\_\_

\_\_\_\_\_  
Connie Farr  
Dated:\_\_\_\_\_

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**WATER SERVICE AGREEMENT**  
**RIVERHEAD WATER DISTRICT WITH REGINALD AND CONNIE**  
**FARR, BAITING HOLLOW, NEW YORK**

AGREEMENT, made this \_\_\_\_\_day of October, 2016 between the Riverhead Water District (hereinafter referred to as “District”) with offices at 200 Howell Avenue, Riverhead, NY 11901 and Reginald and Connie Farr (hereinafter referred to as “Owner”) with address of Baiting Hollow, New York.

WHEREAS, Owner has requested that the District provide water service to property located near Sunflower Court, Baiting Hollow, New York (SCTM# 0600-80-01-3.5) as shown on the Subdivision For Reginald and Connie Farr made by Nathan Taft Corwin III and dated May 9, 2008 as updated May 26, 2016 attached hereto as an Exhibit, and

WHEREAS, District agrees to supply water to property located near Sunflower Court, Baiting Hollow, New York identified as Suffolk County Tax Map No. 0600-80-01-3.5 under the following terms and conditions:

1. Owner consents to pay and shall pay the District district-wide tax as same shall be levied as though the premises were within the District. Owner consents to such assessment and tax.
2. Owner shall be responsible to pay all District service installation fees and charges. Owner shall be responsible to pay the then current applicable key money charge at time of hookup.
3. Owner shall pay for metered water at prevailing District rates.
4. This Agreement shall run with the land and be binding on the heirs, successors and assigns of Owner. Owner shall cause this Agreement to be recorded with the Suffolk County Clerk and filed with the Riverhead Town Clerk and Riverhead Board of Assessors.
5. Owner agrees to join in any extension of the Riverhead Water District that would include this parcel and to consent to such extension in writing.
6. An easement for water main service, in a form acceptable to Counsel to the District, shall be recorded with the Suffolk County Clerk benefiting lot SCTM 0600-80-1-3.5 through and burdening lot SCTM 0600-80-1-3.6 as shown on the attached Subdivision Map of Reginald and Connie Farr. The Owner further acknowledges and specifically agrees that the water service provided pursuant to this agreement will be exclusively for the residential use of the premises by the Owners. The Owner

further acknowledges and agrees that under no circumstances will the water service provided pursuant to this agreement be used for the agricultural uses on the premises or on any other premises owned by the owner. A determination by the Riverhead Water District that the water service provided pursuant to this agreement is being used contrary to the provisions of this agreement shall be grounds for the termination of the Owner's water service as set forth herein.

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

TOWN OF RIVERHEAD  
WATER DISTRICT

By: \_\_\_\_\_  
Sean M. Walter, Town Supervisor  
Town of Riverhead

By: \_\_\_\_\_  
Reginald Farr

By: \_\_\_\_\_  
Connie Farr

STATE OF NEW YORK    )  
                                  )  
COUNTY OF SUFFOLK    )        ss.:

On the \_\_\_ day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Sean M. Walter personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

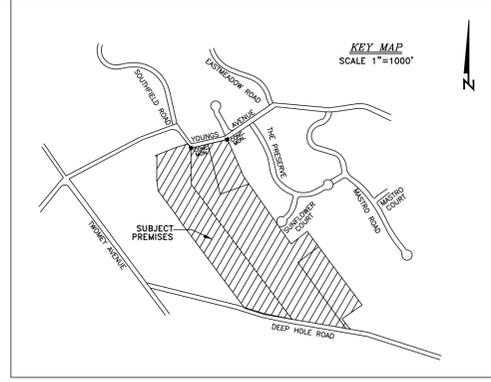
Notary Public

STATE OF NEW YORK    )  
                                  )  
COUNTY OF SUFFOLK    )       ss.:

On the \_\_\_ day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Timothy Block personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public



**SUBDIVISION MAP  
FOR REGINALD AND CONNIE FARR  
SITUATE  
BAITING HOLLOW  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK**

S.C. TAX No. 600-80-01-3.3  
S.C. TAX No. 600-80-01-3.4  
S.C. TAX No. 600-80-01-3.5  
S.C. TAX No. 600-80-01-3.6  
SCALE 1"=100'

MAY 9, 2008  
OCTOBER 3, 2012 REVISE PER PLANNING BOARD NOTICE  
DECEMBER 22, 2014 ADD TEST WELL  
OCTOBER 28, 2015 REVISE PER SCDHS NOTICE #4 04/29/2015  
MAY 26, 2016 ADD WATER MAIN EASEMENT

**OWNER & APPLICANT:**  
REGINALD AND CONNIE FARR  
156 YOUNGS AVENUE  
CALVERTON, NEW YORK 11933

AREA DATA	
LOT 1	871,201 sq. ft.
600-80-01-3.3	20,000 ac.
LOT 2	1,145,774 sq. ft.
600-80-01-3.6	26,303 ac.
LOT 3	174,869 sq. ft.
600-80-01-3.4	4,014 ac.
LOT 4	262,484 sq. ft.
600-80-01-3.5	6,026 ac.
TOTAL	2,454,328 sq. ft.
	56.343 ac.

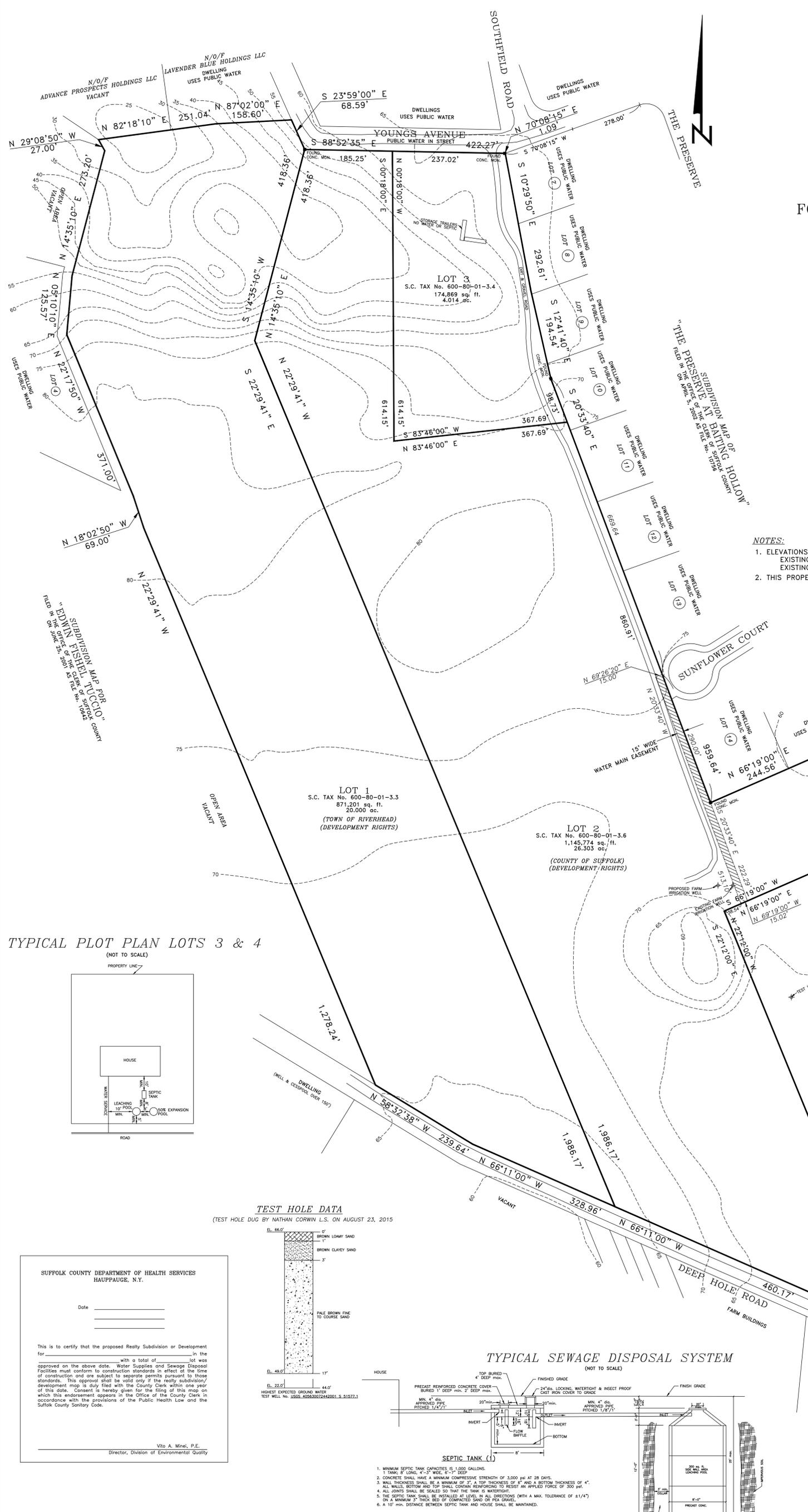
- NOTES:**
- ELEVATIONS ARE REFERENCED TO FIVE EASTERN TOWN TOPOGRAPHICAL MAP DATUM. EXISTING ELEVATIONS ARE SHOWN THUS: EXISTING CONTOUR LINES ARE SHOWN THUS:
  - THIS PROPERTY IS IN THE AGRICULTURAL PROTECTION ZONE (APZ).

THIS IS TO CERTIFY THE SUBDIVISION PLAN HAS BEEN APPROVED BY THE PLANNING BOARD OF THE TOWN OF RIVERHEAD BY RESOLUTION OF APPROVAL DATED \_\_\_\_\_

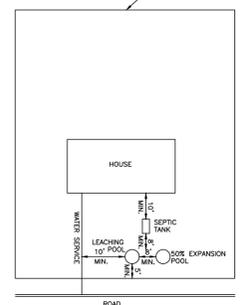
CHAIRMAN PLANNING BOARD

I HEREBY CERTIFY THAT THIS MAP WAS MADE BY US FROM ACTUAL SURVEYS COMPLETED MAY 9, 2012 AND THAT ALL CONCRETE MONUMENTS SHOWN THUS: HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

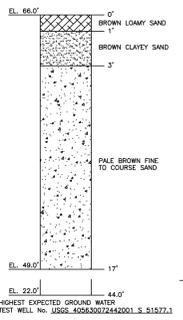
THE EXISTENCE OF RIGHT OF WAYS AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT GUARANTEED.



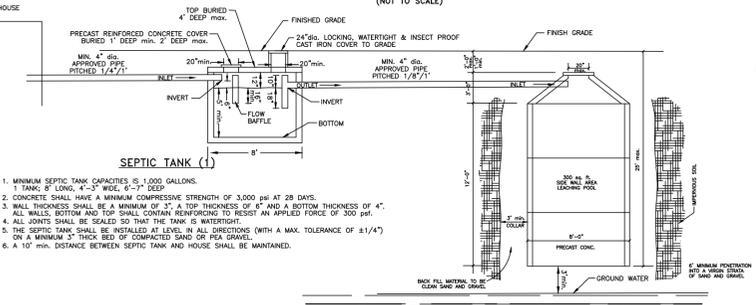
**TYPICAL PLOT PLAN LOTS 3 & 4**  
(NOT TO SCALE)



**TEST HOLE DATA**  
(TEST HOLE DUG BY NATHAN CORWIN L.S. ON AUGUST 23, 2015)



**TYPICAL SEWAGE DISPOSAL SYSTEM**  
(NOT TO SCALE)



- MINIMUM SEPTIC TANK CAPACITY IS 1,000 GALLONS.
- TANK: 8' LONG, 4'-3" WIDE, 6'-7" DEEP.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.
- WALL THICKNESS SHALL BE A MINIMUM OF 3" A TOP THICKNESS OF 6" AND A BOTTOM THICKNESS OF 4".
- ALL WALLS, BOTTOM AND TOP SHALL CONTAIN REINFORCING TO RESIST AN APPLIED FORCE OF 300 PSI.
- ALL JOINTS SHALL BE SEALED SO THAT THE TANK IS WATER-TIGHT.
- THE SEPTIC TANK SHALL BE INSTALLED AT LEVEL IN ALL DIRECTIONS (WITH A MAX. TOLERANCE OF ±1/4").
- ON A MINIMUM 3" THICK BED OF COMPACTED SAND OR PEA GRAVEL.
- A 10' MIN. DISTANCE BETWEEN SEPTIC TANK AND HOUSE SHALL BE MAINTAINED.

- MINIMUM LEACHING SYSTEM IS 300 sq. ft. SIDEWALL AREA.
- POOL: 12' DEEP, 8' Ø.
- LEACHING POOLS ARE TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE (OR EQUAL) LEACHING STRUCTURES, SOLID DOMES AND/OR SLABS.
- ALL COVERS SHALL BE OF PRECAST REINFORCED CONCRETE (OR EQUAL).
- A 10' MIN. DISTANCE BETWEEN LEACHING POOLS AND WATER LINE SHALL BE MAINTAINED.
- A 10' MIN. DISTANCE BETWEEN ALL LEACHING POOLS SHALL BE MAINTAINED.
- A 10' MIN. DISTANCE BETWEEN ALL LEACHING POOLS AND SEPTIC TANK SHALL BE MAINTAINED.

SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES  
HAUPPAUGE, N.Y.

Date \_\_\_\_\_

This is to certify that the proposed Realty Subdivision or Development for \_\_\_\_\_ in the \_\_\_\_\_ lot was approved on the above date. Water Supplies and Sewage Disposal Facilities must conform to construction standards in effect at the time of construction and are subject to separate permits pursuant to those standards. This approval shall be valid only if the Realty Subdivision/development map is duly filed with the County Clerk within one year of this date. Consent is hereby given for the filing of this map on which this endorsement appears in the Office of the County Clerk in accordance with the provisions of the Public Health Law and the Suffolk County Sanitary Code.

Vito A. Minei, P.E.  
Director, Division of Environmental Quality

I hereby certify that the water supply(s) and/or sewage disposal system(s) for this project were designed by me or under my direction. Based upon a careful and thorough study of the soil, site and groundwater conditions, all lots, as proposed, conform to the Suffolk County Department of Health Services construction standards in effect as of this date.

N.Y.S. Lic. No. 50467

**Nathan Taft Corwin III  
Land Surveyor**

Successor To: Stanley J. Isaksen, Jr. L.S.  
Joseph A. Ingegno L.S.

Title Surveys — Subdivisions — Site Plans — Construction Layout

PHONE (631)727-2090 FAX (631)727-1727

OFFICES LOCATED AT MAILING ADDRESS  
1586 Main Road P.O. Box 16  
Jamestown, New York 11947 Jamestown, New York 11947

TOWN OF RIVERHEAD

Resolution # 795

**AUTHORIZES EXECUTION OF WATER SERVICE AGREEMENT WITH TIMBER GARDENS, LLC**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Owner has requested that the District provide water service to property located at Union Avenue in Aquebogue (SCTM #0600-66-1-17.7) which parcel is not currently within the boundary of the District for use as single-family dwelling. In the event of an application for subdivision of such parcel, Owner shall pay all applicable key money at the then district rate for such additional parcel(s) and use(s).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute the attached Water Service Agreement with Timber Gardens, LLC, and

**BE IT FURTHER RESOLVED**, that this resolution shall not be effective until acknowledged and countersigned by a duly authorized representative of Timber Gardens, LLC. This Resolution and the attached Agreement must be executed no later than November 1, 2016 or such resolution shall lapse and be of no further force and effect, 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.

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Timber Gardens, LLC  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**WATER SERVICE AGREEMENT  
RIVERHEAD WATER DISTRICT WITH TIMBER GARDENS, LLC**

AGREEMENT, made this \_\_\_\_\_ day of October, 2016 between the Riverhead Water District (hereinafter referred to as “District”) with offices at 200 Howell Avenue, Riverhead, NY 11901 and Timber Gardens, LLC (hereinafter referred to as “Owner”) with address of 406 Sweezy Avenue, Riverhead, NY 11901.

WHEREAS, Owner has requested that the District provide water service to property located at Union Avenue in Aquebogue (SCTM #0600-66-1-17.7) which parcel is not currently within the boundary of the District for use as single-family dwelling. In the event of an application for subdivision of such parcel, Owner shall pay all applicable key money at the then District rate for such additional parcel(s) and use(s), and

WHEREAS, District agrees to supply water to parcel located at Union Avenue, Aquebogue, New York identified as Suffolk County Tax Map No. 0600-66-1-17.7 under the following terms and conditions:

1. Owner consents to pay and shall pay the District district-wide tax as same shall be levied as though the premises were within the District. Owner consents to such assessment and tax.
2. Owner shall be responsible to pay all District service installation fees and charges. Owner shall pay “key money” at the current rate for a single family home for the lot served by this Agreement at the District rate of \$7,120.00 per lot. This payment shall be made in four equal quarterly installments of \$1,780.00 separately billed with the first District quarterly billing cycle for this parcel billed after November 1, 2016. Failure to make any such payment will cause service to be discontinued.
3. Owner shall pay for metered water at prevailing District rates.
4. This Agreement shall run with the land and be binding on the heirs, successors and assigns of Owner. Owner shall cause this Agreement to be recorded with the Suffolk County Clerk and filed with the Riverhead Town Clerk and Riverhead Board of Assessors.
5. Owner agrees to join in any extension of the Riverhead Water District that would include this parcel and to consent to such extension in writing. The Owner further acknowledges and specifically agrees that the water service provided pursuant to this agreement will be exclusively for the residential use of the premises by the Owners. The Owner further acknowledges and agrees that under no circumstances

will the water service provided pursuant to this agreement be used for the agricultural uses on the premises or on any other premises owned by the owner. A determination by the Riverhead Water District that the water service provided pursuant to this agreement is being used contrary to the provisions of this agreement shall be grounds for the termination of the Owner's water service as set forth herein.

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

TOWN OF RIVERHEAD  
WATER DISTRICT

By: \_\_\_\_\_  
Sean M. Walter, Town Supervisor  
Town of Riverhead

TIMBER GARDENS, LLC

By: \_\_\_\_\_  
Timothy Block, Member

STATE OF NEW YORK    )  
                                  )  
COUNTY OF SUFFOLK    )       ss.:

On the \_\_\_ day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Sean M. Walter personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK    )  
                                  )  
COUNTY OF SUFFOLK    )       ss.:

On the \_\_\_ day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Timothy Block personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

TOWN OF RIVERHEAD

Resolution # 796

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST  
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead Water District requires a variety of parts and equipment, including but not limited to outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities (hereinafter described as "Water Service Materials"); and

**WHEREAS**, the Town of Riverhead Water District prepares bid specifications each year listing all items required to properly service equipment and facilities related to water services provided by the Water District.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, acting as governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached Notice to Bidders for Water Service Materials in the **October 27, 2016**, issue of ***The News-Review***, and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio 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 **WATER SERVICE MATERIALS** (parts and equipment, including but not limited to, outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities) for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **2:00 p.m. on November 17, 2016**, at which time all bids will be opened and publically read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after **October 27, 2016**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #2016-36-RWD**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before 2:00 p.m. on November 17, 2016. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 797

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

<b>ABSTRACT #16-21 October 12, 2016 (TBM 10/18/16)</b>			
<b>Fund Name</b>	<b>Fund</b>	<b>Ckrun</b>	<b>Grand Totals</b>
GENERAL FUND	1	1,627,334.21	1,627,334.21
POLICE ATHLETIC LEAGUE	4	12,290.35	12,290.35
RECREATION PROGRAM FUND	6	7,539.61	7,539.61
HIGHWAY FUND	111	246,185.06	246,185.06
WATER DISTRICT	112	508,682.71	508,682.71
RIVERHEAD SEWER DISTRICT	114	509,387.31	509,387.31
REFUSE & GARBAGE COLLECTION DI	115	213,334.46	213,334.46
STREET LIGHTING DISTRICT	116	73,143.82	73,143.82
PUBLIC PARKING DISTRICT	117	2,528.04	2,528.04
AMBULANCE DISTRICT	120	242,816.84	242,816.84
EAST CREEK DOCKING FACILITY FU	122	3,719.62	3,719.62
CALVERTON SEWER DISTRICT	124	4,929.82	4,929.82
RIVERHEAD SCAVENGER WASTE DIST	128	49,405.31	49,405.31
WORKERS' COMPENSATION FUND	173	18,536.49	18,536.49
GENERAL FUND DEBT SERVICE	384	1,278,749.52	1,278,749.52
WATER DISTRICT CAPITAL PROJECT	412	11,195.63	11,195.63
RIVERHEAD SEWER CAPITAL PROJEC	414	408,310.94	408,310.94
TRUST & AGENCY	735	541,312.95	541,312.95
CALVERTON PARK - C.D.A.	914	1,618.85	1,618.85
<b>TOTAL ALL FUNDS</b>		<b>5,761,021.54</b>	<b>5,761,021.54</b>

THE VOTE

Hubbard  Yes  No      Giglio  Yes  No  
Wooten  Yes  No      Dunleavy  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 798

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 289 ENTITLED, "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Sound Shore Road is a Town highway/roadway running east and west which traverses through a residential neighborhood; and

**WHEREAS**, an increased flow of traffic on Sound Shore Road has raised safety concerns for the many pedestrians and cyclists that also utilize this Town roadway; and

**WHEREAS**, the Riverhead Traffic Safety Committee recommended that the Town of Riverhead petition New York State Department of Transportation to conduct a study to determine the appropriateness of reducing the speed limit from 35 miles per hour to 30 miles per hour along the entire length of Sound Shore Road; and

**WHEREAS**, the Town Board of the Town of Riverhead did request that an investigation be conducted by the New York State Department of Transportation to determine if a reduced speed limit on Sound Shore Road was appropriate; and

**WHEREAS**, New York State Department of Transportation completed its investigation which included an accident analysis, speed study, roadside development study and field observations of the area and has determined that reducing the speed limit from 35 miles per hour to 30 miles per hour on Sound Shore Road is appropriate.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 289 entitled, "Vehicles, Traffic and Parking" of the Riverhead Town Code, once in the October 27, 2016 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard.

**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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #798 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio 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 15th day of November, 2016 at 7:05 P.M. o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 289 of the Riverhead Town Code entitled, "Vehicles, Traffic and Parking" as follows:

**Chapter 289: Vehicles, Traffic and Parking  
Part 1: Vehicles and Traffic  
Article II: Traffic Regulations**

**§ 289-4 Speed limits.**

The following speed limits in the designated areas are hereby defined:

<b>Location</b>	<b>Speed (mph)</b>
<u>Sound Shore Road, in its entirety, beginning at its easterly intersection with Pier Avenue, continuing in a westerly direction to its terminus with Penny's Road</u>	<u>30</u>

· Underline represents additions

Dated: Riverhead, New York  
October 18, 2016

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 799

**EXTENDS BID FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE RIVERHEAD REFUSE AND GARBAGE DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by Town Board Resolution #911 adopted on November 9, 2011, the Town Board awarded the bid for Residential Solid Waste Collection and Disposal for the Riverhead Refuse and Garbage District to European American Waste Disposal Corporation for a period of five years; and

**WHEREAS**, the contract provided that the Town of Riverhead have the option of extending the contract term two times, each for one (1) additional year; and

**WHEREAS**, the Town Engineer has requested the contract with European American Waste Disposal Corporation be extended for one (1) year beginning January 1, 2017; and European American Waste Disposal Corporation has agreed to extend the contract for Solid Waste Collection and Disposal for one (1) year beginning January 1, 2017 subject to the same terms and conditions set forth in the original contract.

**NOW THEREFORE BE IT RESOLVED**, that the contract with European American Disposal Corporation be extended for one (1) year beginning January 1, 2017 under the same terms and conditions set forth in the original contract; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to European American Waste Disposal Corporation, 1800 Roland Avenue, Wantagh, New York 11793; and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #799 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 800

**AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK LOCAL #852 AND AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MARTIN LYNCH**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on September 30, 2016, Martin Lynch resigned from his position in the Information and Technology Department and discontinued his membership with Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852, and

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of Martin Lynch in assisting the IT Department in troubleshooting the existing computer infrastructure. This includes but is not limited to: Servers, PC's, QED, MDC Tracs, Data 911, Dash Cameras, and any and all software within the Town of Riverhead Police; and

**WHEREAS**, Martin Lynch is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to the attached proposed Professional Services Agreement; and

**WHEREAS**, after a meeting, the Town and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 desire to enter into a stipulation regarding the Town's desire to enter into a Professional Services Agreement with Martin Lynch.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the Stipulation and Agreement between the Town of Riverhead and Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 regarding the Town's desire to enter into a Professional Services Agreement and authorizes the Town Supervisor to execute same; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the Professional Services Agreement with Martin Lynch for Information and Technology in house and/or remote services pursuant to a \$60.00/hour fee delineated in the attached proposed agreement commencing on October 19, 2016 with a limit of \$5,000 for services rendered and authorizes the Town Supervisor to execute same; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Martin Lynch, 450 Youngs Ave., Southold, NY 11971, Police Department, IT Department, Theresa Davis, CSEA Unit President 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #800 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio 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                     , 2016 between the TOWN OF RTVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and Martin Lynch, with a principal place of business at 450 Youngs Ave., Southold, NY 11971, ("Consultant Address").

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 professional Information and Technology services to include in assisting the IT Department in troubleshooting the existing computer infrastructure. This includes but is not limited to: Servers, PC's, QED, MDC Tracs, Data 911, Dash Cameras, and any and all software within the Town of Riverhead Police Department. 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 October 19, 2016 with a limit of \$5,000 for services rendered pursuant to this agreement.

### 3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee of \$60 per hour for services described above not to exceed a total of \$5,000. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant. 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." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees to assign 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 document, data, written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. RECORDS

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

#### 8. CHANGES

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

## 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Chief Hagermiller, 210 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Martin Lynch, 450 Youngs Ave., Southold, NY 11971.

## 10. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. 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 or technical discipline.

## 11. 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.

## 12. 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.

## 13. 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) terminate this agreement

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

\_\_\_\_\_  
by: Sean M. Walter, Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

\_\_\_\_\_  
by: Martin Lynch  
450 Youngs Avenue  
Southold, NY 11971