

JUNE 20, 2017

CDA RESOLUTION LIST:

CDA

Res. #11 Authorizes the Community Development Agency to Accept Check from Luminati Aerospace LLC for Reimbursement of Expenses Related to Survey and New/Revised Subdivision Map of EPCAL

TOWN BOARD RESOLUTION LIST:

- Res. #458 Riverhead Highway Department Equipment Budget Adjustment**
- Res. #459 Purchase of Used Elgin Street Sweeper for the Town Highway Department Budget Adoption**
- Res. #460 Bolla Edwards Avenue Realty LLC Lateral Water Main Extension Water Capital Project Budget Adoption**
- Res. #461 Authorizing Removal of Fixed Asset Records from System**
- Res. #462 Appoints Police Officers to the Police Department**
- Res. #463 Appoints a Building Permit Examiner (Patricia MacAneney)**
- Res. #464 Accepts the Resignation of a Public Safety Dispatcher (Christine Miloscia)**
- Res. #465 Accepts the Resignation of a Part-Time Court Officer (Steven Sypher)**
- Res. #466 Appoints a Part-Time School Crossing Guard (Dennis Higgins)**
- Res. #467 Changes the Status of Part-Time Police Officers**
- Res. #468 Terminates the Employment of a School Crossing Guard (Frances Rizzuto)**
- Res. #469 Authorization to Publish Advertisement for Food & Meat Products 2017 for the Town of Riverhead**
- Res. #470 Authorization to Publish Advertisement for Janitorial Supplies 2017 for the Town of Riverhead**
- Res. #471 Extends Contract for Police Uniforms**
- Res. #472 Authorizes the Supervisor to Execute an Agreement with National Fire & Safety Solutions Inc.**
- Res. #473 Adopts a Local Law to Amend Chapter 289 Entitled "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code (§289-10. Parking prohibited. – Baywood Drive)**

- Res. #474** Adopts a Local law to Amend Chapter 289 Entitled “Vehicles, Traffic and Parking Regulations” of the Riverhead Town Code (§289-29. Penalties)
- Res. #475** Approves Chapter 255 Application of Native Events Inc. (“Country Blues Festival Long Island”)
- Res. #476** Approves the Application for Fireworks Permit of Riverhead Raceway (Saturday, July 1, 2017)
- Res. #477** Authorizes the Supervisor to Execute License Agreement with NYS Parks for Boston Whaler Boat, Yamaha 200 HP Outboards & Boatmaster Trailer for Police Department Use
- Res. #478** Authorizes Execution of Memorandum of Understanding with Suffolk County Community College
- Res. #479** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 217 Entitled “Administration and Enforcement of Uniform Code” of the Riverhead Town Code
- Res. #480** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 301 Entitled “Zoning and Land Development” of the Riverhead Town Code
- Res. #481** Ratifies Authorization for the Town Supervisor to Execute a Professional Services Agreement with Vincent Metas
- Res. #482** Authorizing Settlement of Lawsuit
- Res. #483** Reappoints Member to the Town of Riverhead Veterans Advisory Committee (Dorothy Minnick)
- Res. #484** Reappoints Member to the Town of Riverhead Veterans Advisory Committee (Mike Pankowski)
- Res. #485** Reappoints Member to the Town of Riverhead Veterans Advisory Committee (Elizabeth Stokes)
- Res. #486** Reappoints Member to the Town of Riverhead Veterans Advisory Committee (Darlene Folkes)
- Res. #487** Reappoints Member to the Town of Riverhead Veterans Advisory Committee (Kimberly Judd)
- Res. #488** Appoints Member to Town of Riverhead Veterans Advisory Committee (Thomas Nadzjon)
- Res. #489** Extends Bid for Quick Lube Maintenance for Use in the Riverhead Water District

- Res. #490** Extends Bid Contract for Well and Pump Testing for the Riverhead Water District
- Res. #491** Authorizes the Town Supervisor to File State Form TE-9-A (Edwards Avenue)
- Res. #492** Authorizes the Town Supervisor to File State Form TE-9-A (South Jamesport Avenue)
- Res. #493** Declaration of Adequacy and Acceptance of Voluntary Draft Environmental Impact Statement Pursuant to SEQRA for Riverview Lofts Site Plan and Special Permit Applications at the Corner of 221 East Main Street and 31 McDermott Avenue SCTM No's 600-129-1-21 and 22, Riverhead, New York
- Res. #494** Pays Bills
- Res. #495** Authorizes the Financial Administrator to Opt in to the New York State Deferred Compensation Plan Roth 457 Program for Otherwise Eligible Town Employees

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 11

AUTHORIZES THE COMMUNITY DEVELOPMENT AGENCY TO ACCEPT CHECK FROM LUMINATI AEROSPACE LLC FOR REIMBURSEMENT OF EXPENSES RELATED TO SURVEY AND NEW/REVISED SUBDIVISION MAP OF EPCAL

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Luminati Aerospace, LLC (hereinafter "Luminati") and Town entered into a Letter of Intent; and

WHEREAS, Luminati's proposal requires that a new subdivision map and survey be created; and

WHEREAS, the Town Board, as governing body of the Community Development Agency, has required that Luminati bear the expenses associated with survey work necessary to re-draft the subdivision map and preparation of the new subdivision; and

WHEREAS, Luminati has presented the Community Development Agency with a check in the sum of \$13,050.00 which pays in full the costs associated with survey work necessary to re-draft the subdivision map and preparation of the new subdivision; and

NOW THEREFORE BE IT RESOLVED, that the Town Board, as governing body of the Community Development Agency, hereby accepts Luminati's payment; and

BE IT FURTHER RESOLVED, that the Financial Administrator is directed to create a Trust & Agency account and deposit the monies above for the reimbursement of expenses for survey work necessary to re-draft the subdivision map and preparation of the new subdivision; and

RESOLVED, Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, Attn: Frank Isler, Esq., 456 Griffing Avenue, Riverhead, NY 11901; Lamb & Barnosky, LLP, Attn: Michael J. Heller, Esq., and Michael J. Hasday, Esq., Attorney for Luminati Aerospace, LLC/Daniel Preston, 61 Broadway, Suite 525, New York, NY 10006; 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 # 454

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH COLUMBIA SCHOOL OF ARTS STUDENT

(Utilize police personnel and police cars for "The Run" series)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead Agency hereby authorizes the Supervisor to execute an Agreement (copy attached herewith) between the Town of Riverhead and Ben Isaac Feinstein, a student at Columbia School of Arts; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Ben Isaac Feinstein, Columbia University School of Arts, 513 Dodge Hall, MC 1805, 2960 Broadway, New York, New York 10027, to the Police Department and to the Office of the Town Attorney; and be it further

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

06.20.2017

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #454 was **UNTABLED** with amendments, motion carried by unanimous vote. Simultaneously on a motion by Councilman Wooten, seconded by Councilwoman Giglio, resolution #85 was **ADOPTED**. Motion carried by unanimous 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**

LOCATION AGREEMENT

PICTURE TITLE: THE RUN

PROPERTY OWNER:
TOWN OF RIVERHEAD

PRODUCTION COMPANY:
**COLUMBIA UNIVERSITY
SCHOOL OF THE ARTS**

ADDRESS:
200 Howell Avenue
Riverhead, New York 11901

ADDRESS:
513 Dodge Hall, MC 1805
2960 Broadway
New York, New York 10027

PHONE: (631) 727-3200
FAX: (631) 727-6152

PHONE: (212) 854-2815
FAX:

Our signatures in the spaces provided below, will confirm the following agreement between Owner and above named production company ("Company") regarding use of the Premises described below in connection with the production of the above motion picture photoplay hereinafter referred to as "The Photoplay". This agreement sets forth the entire understanding between you and us and may not be altered except by another written agreement signed by both you and us.

1. Owner hereby grants to the Company right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as we deem necessary, for and in connection with the production of the Photoplay, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.) Owner shall provide one (1) police officer and one (1) police vehicle for traffic control and temporary closure(s) of the premises to allow the production of the Photoplay.
2. The term "the Premises" as used herein refers to the premises located at: Diana Court, Wading River, from its intersection with Wading River – Manorville Road on the east to the cul-de-sac on the west, together with access to and egress from said Premises.
3. The term hereof ("The Term") shall commence on June 28, 2017 at 10:00 a.m. and shall continue until June 28, 2017 at 6:00 p.m. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at reasonable times and with reasonable notice to the owner and/or agent.
4. Owner hereby represents and warrants that:

- a) you have the right authority to make and enter into this Agreement and to grant us rights set forth herein;
- b) the consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises as outlined herein;
- c) the undersigned will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
- d) there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.

5. As compensation for our use of the Premises, police personnel and police vehicle during the Term, Company shall pay Owner upon signing this agreement and prior to our entry based on the following rates:

\$_____ per hour for one police officer and one police vehicle for a maximum of eight (8) hours =

ESTIMATED TOTAL = \$ _____ (_____ and 00/100 dollars)

Payment shall be made to the "Town of Riverhead".

The Company has been advised that, in the event, the Owner was required to bring in a police officer on recall and under the current collective bargaining agreement with the police, the Owner will be required to pay four (4) hours recall pay to the police officers regardless of time worked, which sum shall be the minimum amount due hereunder.

6. Nothing herein shall obligate Company to photograph, to use such photography, or to otherwise use the Premises, but Company reserves the right to complete any photography or other recordings commenced on the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Photoplay and any other photoplay produced by us or by others except that Company may not use any images of the police personnel and/or the police vehicles. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions.

7. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by us of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, we shall remove from the Premises all structures, equipment and other materials placed thereon by us.
8. Company will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 and automobile liability insurance coverage of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. Company shall provide certificates of the foregoing insurance, showing the Town of Riverhead as an additional insured to the extent of their interest.
9. Company agrees to hold you harmless and to indemnify Owner for damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any and all liability and loss which you may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by our negligence in connection with our use of the Premises. In connection therewith, you agree to submit to us in writing, within five (5) days after the expiration of the Term (including any additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which we are responsible, and you shall permit our representatives to inspect the property so damaged.
10. The undersigned hereby agrees to indemnify and hold Company, its licensees, successors, assigns, its and their employees, agents, officers, and suppliers free and harmless from and against any and all loss, costs, liability, damages, claims, demands, action or cause of action, and expenses (including, but not limited to, attorneys' fees) of any nature arising from, growing out of, or concerning: (a) any breach of agent or owner of any of the above warranties or any provision of this Agreement; and (b) any accidents, injuries, death or other damage directly caused by the negligence of the Owner.
11. Owner hereby acknowledges that neither you nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against us or any other party arising out of any use of said photography. Owner hereby grants to Company, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay in such manner and to such extent as Company desires in its sole discretion. Company and its licensees,

assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the premises, in perpetuity throughout the universe. Company may not use any images of the police personnel and/or the police vehicles.

12. The sole right as to any breach or alleged breach hereunder by us shall be the recovery of money damages, if any, and the rights herein granted by Owner shall not terminate by reason of such breach. In no event may you terminate this agreement or obtain injunctive or other equitable relief with respect to any breach of our obligations hereunder.

COLUMBIA UNIVERSITY SCHOOL OF THE ARTS

By: _____

Name: _____

Title: _____

TOWN OF RIVERHEAD

By: _____

Name: _____

Title: _____



Search

Legend

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Prev

Next

Measure

F

Town of Riverhead

Storm Water *

Sewer District *

Water District *

FEMA *

Environmental *

Infrastructure *

Curb

Guide Rails

NYS Street Function

Classification

Sidewalks

Speed Limits

Street Signs

Bicycle Routes

Suffolk County Transit *

Traffic Lights

Utility Poles

Utilities (work in progress)

EPCAL (fmr Grumman) *

Overlay/Boundaries *

Peconic Estuary Program *

SCTM Album *

Basemap *

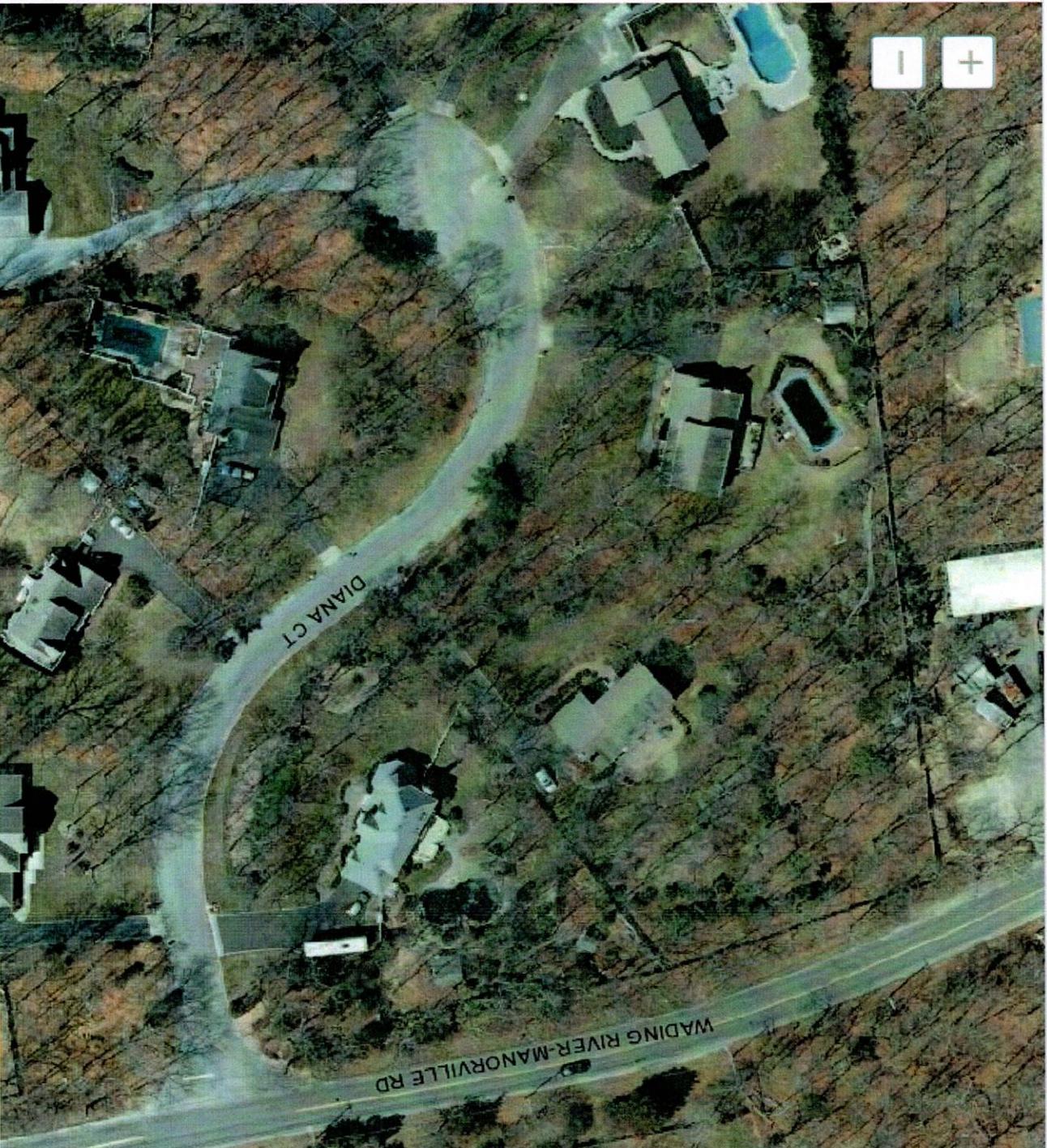
Contour *

LIPA Overhead

Transmission Lines

Streets

Points of Interest



TOWN OF RIVERHEAD

Resolution # 458

RIVERHEAD HIGHWAY DEPARTMENT

EQUIPMENT BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Highway is requesting a budget adjustment to cover costs associated with the purchase of two dump trucks.

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

	<u>FROM</u>	<u>TO</u>
111.000000.499999 Highway District Fund Balance	224,774	
111.051300.524000 Equipment		224,774

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

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

THE VOTE

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 # 459

PURCHASE OF USED ELGIN STREET SWEEPER FOR THE TOWN HIGHWAY DEPARTMENT

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, The Town Board passed resolution 17-0370 awarding the bid for the purchase of a Used Elgin Street Sweeper from Environmental Equipment Co. of L.I. for the amount of \$128,317.00: and

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

		<u>FROM</u>	<u>TO</u>
111.000000.499999.0	Fund Balance	128,317.00	
111.051300.524000.0	Equipment		128,317.00

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

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

THE VOTE

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 # 460

BOLLA EDWARDS AVENUE REALTY LLC LATERAL WATER MAIN EXTENSION
WATER CAPITAL PROJECT

BUDGET ADOPTION

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a check in the amount of \$3,500.00 has been received from Bolla Construction LLC to provide for the map and plan preparation of a lateral water main extension at 407 Edwards Avenue, Calverton.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.60092	Developer Fees	3,500.00	
412.083200.543501.60092	Professional Svc-Engineer		3,500.00

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

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

THE VOTE

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 # 461

AUTHORIZING REMOVAL OF FIXED ASSET RECORDS FROM SYSTEM

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the following items listed below by department have been deemed broken or unusable and need to be removed from the Town of Riverheads system. The Accounting Department hereby requests that the Town Board authorize the removal of these records from the Fixed Asset system.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag#</u>	<u>Description</u>
Water	23219	Sension1 pH Sensor
Water	None	4090 Touch Read Gun
Seniors	25762	Projection TV

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 # 462

APPOINTS POLICE OFFICERS TO THE POLICE DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Suffolk County Department of Civil Service established List #15-5002-240 Police Officer OC on December 24, 2015; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish three (3) individuals eligible for hire by the Town of Riverhead Police Department.

NOW, THEREFORE, BE IT RESOLVED, effective June 25, 2017, Christopher L. Pendzick, Christie Smith and Robert T. Sproston are hereby appointed to the position of Police Officer; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidates successfully passing required drug testing administered by the Town of Riverhead; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same 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 # 463

APPOINTS A BUILDING PERMITS EXAMINER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a vacancy for the position of Building Permits Examiner exists in the Planning Division of the Town's Department of Land Management; and

WHEREAS, the Suffolk County Department of Civil Service has certified a list for the title of Building Permits Examiner, List #16DC516, said list was duly canvassed in accordance with civil service regulations, interviews were conducted; and

WHEREAS, based upon said interviews, a recommendation of a suitable candidate has been made by the Personnel Committee.

RESOLVED, pursuant to a completed background investigation, this Town Board hereby appoints Patricia MacAneney to the position of Building Permits Examiner effective June 26, 2017 at a rate of pay as found on Group Two, Step P of the CSEA Administrative Salary Schedule.

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.

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 # 464

ACCEPTS THE RESIGNATION OF A PUBLIC SAFETY DISPATCHER

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received a letter of resignation from Public Safety Dispatcher Christine Miloscia tendering her resignation effective June 10, 2017.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Christine Miloscia.

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

THE VOTE

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 # 465

ACCEPTS THE RESIGNATION OF A PART-TIME COURT OFFICER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter of resignation from Part-Time Court Officer Steven Sypher tendering his resignation effective June 21, 2017.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Steven Sypher.

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

THE VOTE

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 # 466

APPOINTS A PART-TIME SCHOOL CROSSING GUARD

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, School Crossing Guards are needed in the Riverhead Town Police Department; and

WHEREAS, this position was duly advertised, interviews were conducted, and pending the results of a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Town Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Dennis Higgins to the position of Part-Time School Crossing Guard effective June 21, 2017 at the hourly rate of \$15.00.

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

THE VOTE

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 # 467

CHANGES THE STATUS OF PART-TIME POLICE OFFICERS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Civil Service Rules and Regulations allow for the employment of Seasonal Police Officers to meet extraordinary or peak demands for Police services during the summer season; and

WHEREAS, salary earned by such Seasonal Police Officers is not included in computing the maximum allowable earnings as a part-time employee as per Civil Service Rules and Regulations, thus allowing said Seasonal Police Officers to be employed for more hours during peak demand.

RESOLVED, that effective for the period of May 30, 2017 through September 15, 2017 this Town Board hereby changes the status of the following Part-Time Police Officers to Seasonal Police Officers at no change to their hourly rate of pay:

Jenese W. Bennett, Eric R. Boden, James A. Crosser, Daniel J. Hoffman, Cameron D. Oswald, Cole Stasiukiewicz, Courtney E. Weber and Blaze H. Yeager

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

THE VOTE

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 # 468

TERMINATES THE EMPLOYMENT OF A SCHOOL CROSSING GUARD

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Frances Rizzuto (“Rizzuto”) has been cumulatively absent from work for over 260 work days due to a work-related injury sustained on June 6, 2016; and

WHEREAS, on May 4, 2017, the Town of Riverhead (the “Town”), sent correspondence to Rizzuto notifying her that the Town intended to terminate her employment on June 6, 2017 pursuant to Section 71 of the Civil Service Law (“CSL § 71”); and

WHEREAS, said notice dated May 4, 2017 provided Rizzuto an opportunity to attend a hearing scheduled on June 2, 2017 if she wished to contest her termination with the Town pursuant to CSL § 71; and

WHEREAS, Rizzuto did not attend the hearing and did not otherwise contact the Town to contest her termination pursuant to CSL § 71.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 71 of New York State Civil Service Law, this Town Board hereby terminates Frances Rizzuto, a School Crossing Guard in the Riverhead Town Police Department, effective June 6, 2017; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Frances Rizzuto, the Chief of Police, the Financial Administrator, the Town Attorney and the Personnel Director; 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 # 469

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
FOOD & MEAT PRODUCTS 2017 FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **FOOD & MEAT PRODUCTS 2017** for the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the June 29, 2017 issue of the News Review; and be it further

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

THE VOTE

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 **FOOD & MEAT PRODUCTS 2017** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:30 PM on JULY 20, 2017** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town's website at www.townofriverheadny.gov, click on "Bid Requests" beginning **June 29, 2017**.

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 attached to the bid form.

All bids must be submitted to the Office of the Town Clerk at the address stated above in a sealed envelope clearly marked "**FOOD & MEAT PRODUCTS 2017**". Bids must be received by the Office of the Town Clerk by no later than **2:30 p.m. on July 20, 2017**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 470

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
JANITORIAL SUPPLIES 2017 FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **JANITORIAL SUPPLIES 2017** for the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the June 29, 2017 issue of the News Review; and be it further

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

THE VOTE

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 **JANITORIAL SUPPLIES 2017** for the use in the Town of Riverhead, will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:35 PM on JULY 20, 2017** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town's website at www.townofriverheadny.gov, click on "Bid Requests" beginning **June 29, 2017**.

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 attached to the bid form.

All bids must be submitted to the Office of the Town Clerk at the address stated above in a sealed envelope clearly marked "**JANITORIAL SUPPLIES 2017**". Bids must be received by the Office of the Town Clerk by no later than **2:35 p.m. on July 20, 2017**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 471

EXTENDS CONTRACT FOR POLICE UNIFORMS

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 POLICE UNIFORMS for the Town of Riverhead; and

WHEREAS, 2 bids were received and opened at 2:00 pm on April 13, 2016 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

WHEREAS, the Town Board, by Resolution #430 adopted on June 7, 2016, awarded the contract to Rosen's Uniforms; and

WHEREAS, by letter dated August 16, 2016, Rosen's Uniforms informed the Town that Galls, LLC purchased all assets of Rosen's Uniforms and pursuant to the request of the Purchasing Director, Rosen's Uniforms provided a copy of the Sale, Assignment and Assumption Agreement between Rosen's Uniforms and Gall, LLC wherein Galls, LLC assumed and agreed to perform and discharge all obligations of Rosen's Uniforms including the bid/contract for police uniforms awarded on June 7, 2016 and completed/filed all required vendor documents; and

WHEREAS, the Police Department has requested that the Purchasing Director extend the contract with Galls, LLC for an additional year, effective June 7, 2017 to June 6, 2018 as permitted under the terms of the original bid specifications and subject to the identical terms, conditions, and pricing set forth in the original award referenced above; and

WHEREAS, Galls, LLC has agreed to extend the contract under identical terms, conditions, and pricing set forth in the original award.

NOW THEREFORE BE IT RESOLVED, that the bid for **POLICE UNIFORMS** for the Town of Riverhead be and hereby is extended for one year to June 6, 2018; and be it further

RESOLVED, that the Town Clerk be directed to forward a certified copy of this resolution to GALLS, LLC; 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 # 472

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH NATIONAL FIRE & SAFETY SOLUTIONS INC.

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Police Department/Justice Court Building requires continuous fire, carbon monoxide and security alarm monitoring services; and

WHEREAS, National Fire & Safety Solutions Inc., has previously installed a proprietary alarm system at the subject location and is ready, willing and able to continue to provide fire and carbon monoxide alarm monitoring services as desired by the Town of Riverhead at a cost of \$35.00 per month for a total annual cost of \$420.00 for fire, carbon monoxide and security alarm monitoring services at the subject location from January 1, 2017 to December 31, 2018; and

WHEREAS, pursuant to New York State Uniform Fire and Building Code provisions, specifically Title 19 NYCRR Part 1228.4, the Town is required to install five carbon monoxide detection devices, with attendant equipment, at a one-time cost of \$6,000.00, at the subject location; and

WHEREAS, pursuant to the aforementioned NYS code provisions, National Fire & Safety Solutions Inc., is ready, willing and able to conduct comprehensive and code-required annual on-site inspections regarding the fire, carbon monoxide and security alarm devices and systems, including inspection and operational testing of all component parts and accessories at an annual cost of \$3,600.00.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an Agreement with National Fire & Safety Solutions Inc., in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney, regarding fire, carbon monoxide and security alarm monitoring, inspection and testing services, including the installation, testing and monitoring of five carbon monoxide alarm detection devices, at the Police Department/Justice Court Building, as per the fee schedule stated above; 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**

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 20th of June, 2017, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and National Fire & Safety Solutions Inc., a corporation existing under the laws of the State of New York with a principal place of business at 211 Knickerbocker Avenue, Bohemia, New York, 11716 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in **Schedule A**, attached hereto and made a part hereof, including but not limited to a comprehensive annual on-site inspection and separately scheduled visual observation of the fire alarm system; installation, on-site inspection and separately scheduled visual observation of carbon monoxide detection devices, including all equipment and devices comprising such system, located in the Town of Riverhead Police Department/Justice Court building located at 210 Howell Avenue, Riverhead, pursuant to the standards and requirements delineated by the National Fire Protection Association (NFPA 72, current edition). Consultant shall also provide constant monitoring of such fire alarm and carbon monoxide detection systems. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. Inspection time schedule: The scope of services include one full annual inspection and a separate visual inspection of the fire alarm and carbon monoxide detection systems. In the event of an inconsistency between the body of this Agreement and Schedule A, the terms and conditions of the body of this Agreement shall control.

2. TERM OF AGREEMENT

The Agreement shall be deemed to have commenced on January 1, 2017, and terminate on December 31, 2018.

3. PAYMENT

For these services, Town will pay Consultant the following sums:

- a. Comprehensive annual on-site inspection and separately scheduled additional visual inspection as delineated in the scope of services above and attached Schedule A, *regarding the fire alarm and carbon monoxide detection systems and all component parts*: \$3,600.00 per year, payable within 30 days of completion of such comprehensive annual on-site inspection and submission of invoice, per calendar year.
- b. Installation of five (5) applicable code-compliant carbon monoxide detection devices, including five (5) mini-input modules and concomitant wiring, piping, materials, programming and system testing, including testing of the existing fire alarm system to confirm carbon monoxide detection device accommodation and code compliant

operability: \$6,000.00 one-time fee, payable within 30 days of installation and confirmation of code-compliant operability, via system testing, as further delineated in Schedule A.

- c. Fire alarm and carbon monoxide detection system monitoring services: \$35.00 per month, for a total annual payment of \$420.00, payable within 30 days of invoice, as delineated in Schedule A. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for herein. Consultant shall not incur any expenses in Town's behalf except upon written consent. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

In the event such inspection and monitoring services are terminated prior to term completion, Town shall be entitled to a pro-rata refund.

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. 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.

6. TERMINATION

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

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: Daniel P. McCormick, Esq. 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to National Fire & Safety Solutions Inc., 211 Knickerbocker Avenue, Bohemia, New York, 11716.

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

11. INSURANCE, INDEMNITY AND LIABILITY

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

12. 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.

13. 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.

14. DISPUTES

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

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

By: Sean M. Walter, Town Supervisor
Town of Riverhead
DATE:

By: Anthony Rossi, Jr., President
National Fire & Safety Solutions Inc.
DATE:



211-1 Knickerbocker Avenue, Bohemia, NY 11716
 (Tele.) 631/ 234 - 5656 (Fax) 631/ 234 - 9756
 Email: Servicedesk@NFSSI.com

QUOTE

Town Of Riverhead
 200 Howell Avenue
 Riverhead, NY 11901

Date: 3/29/2017

Project: CO Detection

Quote#: 2017Q0103

Rep: KJG

Qty	Item	Description
		Riverhead Police Dept 210 Howell Road, Riverhead, NY 11901 Work description: Installation of 5 carbon monoxide detectors. Installation shall include all wiring, pipe, materials, programming and testing of the existing fire alarm system to accommodate the new carbon monoxide detectors.
5	NFS-SD500-MIM	Mini Input Module
5	NFS-CO-1224TR	Carbon Monoxide Detector Ceiling Mount Round
24	INSTALLATION	Installation of 5 carbon monoxide detectors, one for each of the 5 AHU at the facility. Installation shall include all wiring, pipe, materials, programming and testing of the existing fire alarm system to accommodate the new carbon monoxide detectors.
1	Filing	Filing Plans With AHJ
1	PLANS	Fire Alarm Layout & Calculations with Professional Stamp

National Fire & Safety Solutions, Inc. is pleased to submit the above for your approval. This quotation includes all required wiring diagrams, submittal brochures for technical data, initial start-up, test, and a standard one (1) year equipment warranty. Price is valid for 60 days, F.O.B. job site, based on the listed bill of materials above provided by you and excludes all applicable sales and use taxes. Approval of the system design & the quantity of equipment by the local AHJ is not guaranteed by the issuance of the quote.

Subtotal	\$6,000.00
Sales Tax (0.0%)	\$0.00
Total	\$6,000.00

Customer Signature: _____

Date: _____

Purchase Order#: _____



211-1 Knickerbocker Avenue, Bohemia, NY 11716
 (Tele.) 631/ 234 - 5656 (Fax) 631/ 234 - 9756
 Email: Servicedesk@NFSSI.com

QUOTE

TOwn of Riverhead
 Engineering Department
 1295 Pulaski Street
 Riverhead, NY 11901

Date: 3/6/2017

Project: INSPECTION- Full-APR Visual-OCT

Quote#: 2017Q0080

Rep: TR

Qty	Item	Description
		Riverhead Police Dept 210 Howell Avenue, Riverhead, NY 11901 2 year Fire Alarm Inspection Agreement - 2017- 2018
1	NFS-I&T Fire A...	Y2017: Perform Annual inspection of fire alarm as per NFPA 72 and local code requirements. Includes one inspection and testing of all devices, including CO detection devices , and one visual inspection.. Parts and repairs are not part of this quote. Parts and repairs are billed on a time and material basis. Filing of inspection report with the Town of Riverhead Fire Marshal as per code upon completion of work.
1	NFS-I&T Fire A...	Y2018: Perform Annual inspection of fire alarm as per NFPA 72 and local code requirements. Includes one inspection and testing of all devices, including CO detection devices, and one visual inspection.. Parts and repairs are not part of this quote. Parts and repairs are billed on a time and material basis. Filing of inspection report with the Town of Riverhead Fire Marshal as per code upon completion of work. NOTE: Parts and repairs are not part of this quote. Parts and repairs are billed on a time and material basis

National Fire & Safety Solutions, Inc. is pleased to submit the above for your approval. This quotation includes all required wiring diagrams, submittal brochures for technical data, initial start-up, test, and a standard one (1) year equipment warranty. Price is valid for 60 days, F.O.B. job site, based on the listed bill of materials above provided by you and excludes all applicable sales and use taxes. Approval of the system design & the quantity of equipment by the local AHJ is not guaranteed by the issuance of the quote.

Subtotal	\$7,200.00
Sales Tax (0.0%)	\$0.00
Total	\$7,200.00

Customer Signature: _____

Date: _____

Purchase Order#: _____



211-1 Knickerbocker Avenue, Bohemia, NY 11716
 (Tele.) 631/ 234 - 5656 (Fax) 631/ 234 - 9756
 Email: Servicedesk@NFSSI.com

QUOTE

TOWN of Riverhead
 Engineering Department
 1295 Pulaski Street
 Riverhead, NY 11901

Date: 1/2/2017

Project: Monitor(F)77-0035

Quote#: 2017Q0132

Rep:

Qty	Item	Description
		Riverhead Police Station 210 Howell Avenue Riverhead, NY 11901
		Quote for fire alarm monitoring of customer owned fire alarm control panel covering the Police Headquarters. -Service is provided on a time and material basis. -Inspections of the fire alarm system components as required by code is provided on a separate agreement.
		Two Year Monitoring Agreement: Y2017 & Y2018 Cost per year: \$420.00
1	Fire Alarm	Fire Alarm Monitoring for the period of January 1, 2017 to December 31, 2017 Acct: 770-0035
1	Fire Alarm	Fire Alarm Monitoring for the period of January 1, 2018 to December 31, 2018 Acct: 770-0035

National Fire & Safety Solutions, Inc. is pleased to submit the above for your approval. This quotation includes all required wiring diagrams, submittal brochures for technical data, initial start-up, test, and a standard one (1) year equipment warranty. Price is valid for 60 days, F.O.B. job site, based on the listed bill of materials above provided by you and excludes all applicable sales and use taxes. Approval of the system design & the quantity of equipment by the local AHJ is not guaranteed by the issuance of the quote.

Subtotal	\$840.00
Sales Tax (0.0%)	\$0.00
Total	\$840.00

Customer Signature: _____

Date: _____

Purchase Order#: _____

NATIONAL FIRE AND SAFETY SOLUTIONS. INC

Labor Rate and Material Pricing List

May 19, 2017

CUSTOMER: Riverhead Police Headquarters

ADDRESS: 210 Howell Ave, Riverhead, NY

Panel/System: Silent Knight IFP 1000

Labor Rate List

RATE	DOLLAR FIGURE	DESCRIPTION
Standard Hourly Rate	\$115/hour	For requested time and material work during normal business hours (M-F 8am-430pm).
Overtime Hourly Rate	\$172.50/hour	For requested time and material work during non-business hours (M-F 430pm-8am).
Saturday Hourly Rate	\$172.50/hour	For requested time and material work.
Sunday Hourly Rate	\$230.00/hour	For requested time and material work.
Holiday Hourly Rate	\$287.50/hour	For requested time and material work.

Scheduled Service Call	Our labor rates as noted above	Charged/invoiced on a portal to portal basis. Minimum 2 hour charge.
Emergency Service Call	Our labor rates as noted above	Charged/invoiced on a portal to portal basis. Minimum 4 hour charge.

Material Only Price List

EQUIPMENT/DEVICE	PRICE
FIRE ALARM CONTROL PANEL	TBD*
PANEL PARTS	TBD*
DIGITAL TRANSMITTER	TBD*
CARBON MONOXIDE DETECTOR	\$100.00
SMOKE DETECTOR	\$125.00
SMOKE DETECTOR W/BASE	\$135.00
DUCT DETECTOR	\$225.00
PULL STATION	\$125.00
STROBE	\$65.00
HORN STROBE	\$75.00
BATTERY: 12v 7ah	\$50.00
BATTERY: 12v 18ah	\$90.00
REMOTE ANNUNCIATOR	\$400.00
ADDRESSABLE RELAY	\$125.00

* TBD- item must be quoted

TOWN OF RIVERHEAD

Resolution # 473

ADOPTS A LOCAL LAW TO AMEND CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE
(\$289-10. Parking prohibited. – Baywood Drive)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 6th day of June, 2017 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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 OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code at its regular meeting held on June 20, 2017.

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

Chapter 289
VEHICLES, TRAFFIC AND PARKING REGULATIONS
ARTICLE IV
Parking, Standing and Stopping

§ 289. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
<u>Baywood Drive</u>	<u>Both</u>	<u>From a point at its intersection with Sound Avenue in a northerly direction for a distance of 300 feet</u>

- Underline represents addition(s)

Dated: Riverhead, New York
June 20, 2017

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 474

ADOPTS A LOCAL LAW TO AMEND CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE (§289-29. Penalties.)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 6th day of June, 2017 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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 OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code at its regular meeting held on June 20, 2017.

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

Chapter 289
Vehicles, Traffic and Parking Regulations
Part 1
ARTICLE VI
Penalties

§289-29 Penalties for offenses.

- A. Every person convicted of a traffic infraction for a violation of any provision of this Part 1 which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than ~~\$100~~ \$40 or by imprisonment for not more than 15 days, or by both such fine and imprisonment, and shall be deemed a violation; for a second conviction within 18 months thereafter, such person shall be punished by a fine of not more than \$250 or by imprisonment for not more than 20 days, or by both such fine and imprisonment; upon a third or subsequent conviction within 18 months after the first conviction, such person shall be punished by a fine of not more than \$500 or by imprisonment for not more than 30 days, or by both such fine and imprisonment.
- B. Except for parking tickets issued under Vehicle and Traffic Law § 1203-a and/or Article VII of Chapter 289 of the Code of the Town of Riverhead, persons cited on a Town parking summons for a violation of this Part 1, permit parking or parking-related violations shall be subject to a fine of ~~\$35~~ \$100 and shall answer and/or appear on or before the designated return date. ~~Persons failing to appear on or before the designated return date shall be subject to the following surcharges in addition to the prescribed fines:~~
- ~~(1) For failing to answer and/or appear within 30 days of return date: \$20.~~
- ~~(2) For failing to answer and/or appear within 60 days: an additional \$20 in addition to the surcharge imposed in Subsection B(1) above.~~
- ~~(3) For failing to answer and/or appear within 90 days of the return date: an additional \$20 in addition to the surcharges imposed in Subsection B(1) and (2) above.~~

C. Failure to answer summons.

Upon the failure of a person or owner of a vehicle to appear or answer, on or before the return period or any subsequent adjourned date, a summons or summonses charging that said person or owner permitted a vehicle in violation of provisions of this Chapter of the code of the Town of Riverhead, late penalties shall be imposed as follows:

1. If the aforementioned fine shall not be paid within thirty (30) days from the date summons was issued, a late penalty equal to the original fine shall be added to the fine; and
2. If the fine is still not paid within sixty (60) days from the date the summons was issued, an additional late penalty in an amount equal to the original fine shall be added to all fines and penalties previously assessed; and
3. If the fine is still not paid within ninety (90) days from the date the summons was issued, an additional penalty of thirty (\$30.00) dollars shall be added to all other fines and penalties previously assessed.

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

Dated: Riverhead, New York
June 20, 2017

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 475

APPROVES CHAPTER 255 APPLICATION OF NATIVE EVENTS INC.
("Country Blues Festival Long Island")

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on June 6, 2017, William Quinones on behalf of Native Events, Inc., submitted a Chapter 255 Application for the purpose of conducting a family friendly festival entitled "County Blues Festival Long Island", having live music, amusement rides, games, food concessions, alcoholic beverages, craft vendors and a petting zoo, to be held at Co-operative Extension of Nassau County, located at 3186 Sound Avenue, Riverhead, New York, on the following dates and times:

Saturday and Sunday - July 29th and 30th, 2017, between the hours of 11:00 a.m. and 8:00 p.m.

Saturday and Sunday – August 5th and 6th, 2017, between the hours of 11:00 a.m. and 7:00 p.m.; and

WHEREAS, Native Events, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the applicant has paid the applicable Chapter 255 Fee; 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 application of William Quinones of Native Events, Inc. for the purpose of conducting a family friendly festival entitled "County Blues Festival Long Island", having live music, amusement rides, games, food concessions, alcoholic beverages, craft vendors and a petting zoo, to be held at Co-operative Extension of Nassau County, located at 3186 Sound Avenue, Riverhead, New York, on the aforesaid dates and times is hereby approved; 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 a Certificate of Insurance to include general liability and liquor liability having acceptable limits naming the Town of Riverhead as an additional insured;
- Receipt of a Certificate of Insurance from the midway (carnival) company to include general liability having acceptable limits naming the Town of Riverhead as an additional insured;
- Receipt of an amended site diagram depicting location of a “beer garden”;
- 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 July 5, 2017**;
and be it further

RESOLVED, that Riverhead Town Code §205-3, which prohibits the consumption of any alcoholic beverages in any public place within the Town of Riverhead and also prohibits the possession of any open or unsealed container of an alcoholic beverage while in a public place for the purposes of consumption and pursuant to NYS Alcohol Beverage Control § 106.5 (provisions governing licensees to sell at retail for consumption on the premises) and the sale of, is hereby suspended for enforcement purposes solely regarding the Country Blues Festival Long Island on the aforesaid dates and times, solely limited to the licensed premises (beer garden) subject to the following conditions:

- a. All alcohol servers must be TIPS (Training for Intervention Procedures) approved by New York State.
- b. Alcohol service and consumption shall be limited to the licensed premises (beer garden) and properly identified individuals will be given a wristband for identification purposes.
- c. Alcohol service shall be solely limited to beer, cider, wine and/or champagne.
- d. Alcohol service shall be limited to two (2) drinks per age-appropriate customer at a time.
- e. Licensee shall possess and provide, prior to participation, a valid New York State Liquor Authority catering permit, or other appropriate permit, regarding off-premises alcohol service and comply with all applicable permit requirements including all other applicable municipal laws, rules and regulations.
- f. Alcohol service shall be served in clear plastic cups and shall be limited in size to 12 oz. for beer/cider; 5 oz. for wine/champagne.
- g. Licensee shall staff the licensed alcohol service area with at least one security agent per entrance/exit from a company of Licensor's choosing, at Licensee's expense.

RESOLVED, should it be determined that that this approval shall be subject to a license agreement, for purposes of the utilization of police personnel and patrol vehicles to assist with vehicular and pedestrian traffic, said license agreement and license fee shall be received **no later than July 5, 2017**; 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 301-251 G. (7) - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

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

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

THE VOTE

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 # 476

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY
(Saturday, July 1, 2017)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on May 23, 2017, Tom Gatz, on behalf of the Riverhead Raceway, submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, July 1, 2017, at approximately 9:00 p.m., having a rain date of Saturday, July 8, 2017; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, July 1, 2017, at approximately 9:00 p.m., having a rain date of Saturday, July 8, 2017; is hereby approved with the following conditions:

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Raceway, Attn: Tom Gatz, 1797 Old Country Road, Riverhead, New York, 11901 and Pyro Engineering, Inc., 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; and be it further

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

THE VOTE

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 # 477

**AUTHORIZES THE SUPERVISOR TO EXECUTE LICENSE AGREEMENT WITH NYS
PARKS FOR BOSTON WHALER BOAT, YAMAHA 200 HP OUTBOARDS &
BOATMASTER TRAILER FOR POLICE DEPARTMENT USE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Department of Parks, Recreation and Historic Preservation ("NYS Parks") has offered use of a Boston Whaler Boat, two Yamaha 200 HP outboards and Boatmaster trailer for use by the Riverhead Town Police Department; and

WHEREAS, the Riverhead Town Police Department has inspected same and recommends entering into a Revocable Marine Equipment License with NYS Parks.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, authorizes the Supervisor to execute the Revocable Marine Equipment License with NYS Parks in the form annexed hereto, 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

NEW YORK STATE
EXECUTIVE DEPARTMENT
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

REVOCABLE MARINE EQUIPMENT LICENSE

Date: 23 May 2017

LICENSEE: Town of Riverhead
210 Howell Ave.
Riverhead, NY 11901

LICENSEE CONTACT: Ron Atkinson, Sgt.
Telephone: (516) 869-7617

PARKS CONTACT: Larry Migliozi, Marine Services Bureau
Telephone: (518) 486-1879
Email: Larry.Migliozi@parks.ny.gov

EQUIPMENT: Boston Whaler Boat, HIN1 WCG00013B717
Boatmaster Trailer, VIN 42XBK2524HB115790
Yamaha 200 HP, Serial # 6DWX1003254
Yamaha 200 HP, Serial # 6DVX1005907

TERM: Beginning Date: 2017

FEE: \$0.00 For the Term

The New York State Office of Parks, Recreation and Historic Preservation ("PARKS"), pursuant to Parks, Recreation and Historic Preservation Law §§ 3.09(4) and 3.09(6) and through its recreational boating safety program approved under 46 U.S.C. §13102, does hereby grant LICENSEE a Revocable License to use the equipment listed above (the "EQUIPMENT") upon the following terms and conditions:

1. **Use of Licensed Equipment.** The EQUIPMENT may be used for marine law enforcement purposes only and may not be used for any other purpose.

2. **"As Is" Condition.** LICENSEE has thoroughly examined and inspected the EQUIPMENT and agrees to take the EQUIPMENT "as is", in the condition that it is in when turned over to LICENSEE by PARKS. LICENSEE acknowledges that it has not relied upon any

representation or statement of PARKS or of its officers, agents or employees as to the condition of the EQUIPMENT.

3. **Modifications to Licensed Equipment.** LICENSEE may mark the EQUIPMENT with its official seal or logo for identification purposes, such identifying mark to be removed at the termination of the License. No other modifications shall be undertaken with respect to the EQUIPMENT, except for required maintenance and repairs, without the prior written approval of PARKS. All approved modifications shall remain on the EQUIPMENT as a part thereof and will be surrendered with the EQUIPMENT at the termination of this License.

4. **Operation and Maintenance of Licensed Equipment.** The LICENSEE shall hire qualified staff and at all times supervise, police, operate and maintain the EQUIPMENT so as to insure its safe, orderly and proper use. LICENSEE shall maintain the EQUIPMENT included under this License in good working order, ordinary wear and tear excepted, at all times. LICENSEE shall cooperate with State Parks' employees and shall comply with all reasonable requests made by such employees with respect to the operation and maintenance of the EQUIPMENT.

In the event that replacement of any mechanical or electrical part or system becomes necessary due to ordinary wear and tear, LICENSEE shall notify PARKS promptly. At its option, PARKS may elect to replace such part or system at PARKS' own expense, to allow LICENSEE to replace such part or system at LICENSEE's own expense, or to terminate this License and, if comparable replacement equipment is available, provide LICENSEE with replacement equipment under a new license.

PARKS shall not be required or obligated at any time to make or undertake any repairs, improvements or maintenance work of any kind on the EQUIPMENT or, in the event the EQUIPMENT or any part thereof shall be damaged or destroyed by any cause whatsoever, restore the EQUIPMENT. In the event of destruction or damage beyond repair, the LICENSEE waives any right to use the EQUIPMENT.

5. **Life Jacket Policy.** LICENSEE shall endeavor to adopt policies requiring the wearing of life jackets by all persons on board a vessel when underway.

6. **Inspection.** PARKS shall have the right to inspect the EQUIPMENT with reasonable notice to the LICENSEE.

7. **Extent of License.** This License does not convey to the LICENSEE any interest in the EQUIPMENT other than a license to use the same for the purposes described herein. Such EQUIPMENT shall at all times remain the property of the State of New York and shall at no time be or become the property of the LICENSEE.

8. **Indemnification and Insurance. Indemnification.** The LICENSEE covenants and agrees to defend, indemnify and hold harmless the New York State Office of Parks, Recreation and Historic Preservation, its officers and employees and the People of the State of New York from any and all liability which may arise out of or result from use made by the LICENSEE of the EQUIPMENT.

Insurance. The LICENSEE shall provide proof of self-insurance or vessel liability insurance to PARKS Marine Services Bureau.

Notifications. The LICENSEE shall notify PARKS Marine Services Bureau of any personal injury or property damage accidents and/or claims arising from the use of the EQUIPMENT and/or of any damage to the EQUIPMENT. Such notice shall be provided in writing as soon as practicable, but in no circumstance later than seventy-two (72) hours following the LICENSEE's notice of the accident, claim or damage.

9. **Compliance with Laws.** The LICENSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the EQUIPMENT or the use thereof by the LICENSEE.

10. **Termination.** This LICENSE is given on the express condition that if the EQUIPMENT is used by the LICENSEE for any other purpose, or in the event the LICENSEE violates any applicable statute, law, rule or regulation or does not comply with the terms and conditions of this License or any of them, then the License shall terminate and all rights herein granted shall cease and PARKS shall be entitled to take immediate physical possession of the EQUIPMENT without notice to the LICENSEE, and without making application to the courts to dispossess or otherwise remove the LICENSEE therefrom.

In the event the LICENSEE has discontinued or abandoned use of the EQUIPMENT, the LICENSEE shall promptly notify PARKS and return the EQUIPMENT.

11. **Revocation.** If at any time during the term of this License, PARKS shall need the EQUIPMENT for any use necessary to the performance of its public purposes, PARKS may terminate this License by giving LICENSEE thirty (30) days' notice in writing of intention to do so, and upon the giving of such notice, this License and its terms shall terminate, expire and come to an end at the date fixed in such notice.

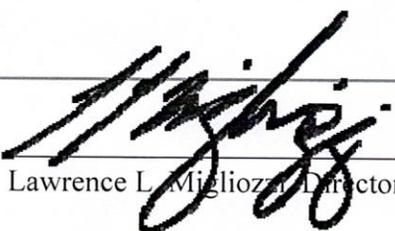
12. **State Parks Use for Training.** Barring extenuating circumstances, the LICENSEE shall make the EQUIPMENT available to PARKS for marine enforcement training program purposes upon written request, no less than 30 days in advance.

13. **Non-Waiver.** The waiver by PARKS of any term or condition of this License shall not be deemed a waiver of any other term or condition, nor shall it be deemed a waiver of the subsequent breach thereof.

14. **No Assignment.** This License shall not be assigned or transferred without the prior written approval of PARKS.

15. **Special Conditions.** The following special conditions apply:

Recommended by: _____


Lawrence L. Migliozzi, Director of Marine Services

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and through the Commissioner of Parks,
Recreation and Historic Preservation

Issued By: _____
Marc Talluto
Director of Agency Operations and Programs

ACCEPTANCE OF LICENSEE

By: _____

Name: _____

Title: _____

TOWN OF RIVERHEAD

Resolution # 478

**AUTHORIZES EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH
SUFFOLK COUNTY COMMUNITY COLLEGE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, section 6306 (8-a) and 6434 of the New York State Education Law provides that a community college implement a plan for investigation of any violent felony offense and provide for investigation of a report of any missing student and that such plan include making a written agreement with local law enforcement agencies; and

WHEREAS, Suffolk County Community College (“SCCC”) and the Town of Riverhead, acting through its Police Department have engaged in negotiations of a Memorandum of Understanding regarding such plan for the SCCC Culinary Arts and Hospitality Center located at 20 East Main Street, Riverhead (the “MOU”).

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, approves the MOU and authorizes the execution of the MOU in the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Police Department and the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into, by and between the Suffolk County Community College, (SCCC), located at 533 College Road, Selden, NY, and The Town of Riverhead, acting through the Riverhead Town Police Department with offices at 210 Howell Avenue, Riverhead, NY, sets forth the protocols for the investigation of any violent felony occurring at or on the grounds of SCCC, and furthermore provides for the investigation of a report of any SCCC student reported missing in the jurisdiction of the Riverhead Town Police Department.

This MOU is entered into to comply with the New York State Education Law Sections 6306(8-a) and 6434. This MOU shall not be deemed to supersede the authority of Riverhead Town Police Officers, shall not create any special duty of care by the Town of Riverhead and/or the Riverhead Police Department to SCCC, nor is it intended to provide benefit to third parties not a party to this agreement.

The Parties hereby agree as follows:

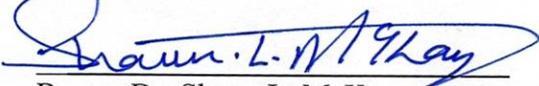
1. The term of this MOU shall be from April 1, 2017 through March 31, 2027.
2. SCCC's Culinary Arts and Hospitality Center, located at 20 East Main Street, Riverhead, NY, including any portion of a public highway, which crosses or abuts such property is located within the Town of Riverhead and is subject to jurisdiction of the Riverhead Town Police Department.
3. The SCCC has an Office of Public Safety that provides for the security of the SCCC facility and its faculty, students and guests. SCCC Office of Public Safety does not have peace or police officer status but will assist Riverhead Town Police Officers upon request.
4. For purposes of this agreement, the definitions of "violent felony offense" and "missing student" will follow the definition found in Section 6434 of the New York State Education Law.
5. Generally speaking, "violent felony offense" means a violent felony as defined in subdivision one of Section 70.02 of the penal law. "Missing student" generally means any student who resides in a facility owned or operated by SCCC and who is reported to SCCC as missing from his or her residence.
6. SCCC represents that it presently does not provide for on or off campus housing and agrees to notify the Riverhead Town Police Department as provided under paragraph 14 below of any changes in its housing practice. In such future event there is a "missing student" as defined herein, the SCCC will report all such occurrences to the Riverhead Town Police Department through its E911 number, and the Riverhead Town Police Department will respond and investigate said reports, and will process any missing student as a missing person pursuant to the Riverhead Town Police Department Rules and Regulations and General Orders.

7. Unless otherwise restricted by statute, SCCC agrees to provide the Riverhead Town Police Department prompt access to its records for purposes of assisting in locating missing students and investigating crimes committed on SCCC grounds.
8. SCCC agrees to report all violent felonies to the Riverhead Town Police Department by E911 or directly to the Riverhead Town Police sworn personnel as soon as practicable but in no case more than twenty-four (24) hours after a report of a violent felony, provided, however, that SCCC shall: (1) inform each victim of a sexual offense of their options to notify proper law enforcement authorities, including on-campus and local police; (2) inform the victim of a sexual offense of the right to report or not report such offenses to local law enforcement agencies; and (3) offer the option to be assisted by campus authorities in notifying such authorities, if the victim of sexual assault so chooses, in compliance with applicable federal and state law, including, but not limited to, the federal Campus Sexual Assault Victims' Bill of Rights under 20 U.S.C. § 1092(f). The Riverhead Town Police Department Detective Division will be responsible for the investigation of all violent felonies occurring within the Department's jurisdiction.
9. SCCC Office of Public Safety agrees to exercise its best efforts to preserve the scene of any crime and restrict scene access to the responding Police Detective personnel, and further agrees to defer to the Riverhead Town Police Department to handle all media requests with regard to any investigation.
10. When the Riverhead Town Police Department executes a warrant on any property owned, leased, or under the control of SCCC, the Riverhead Town Police Department will, when practicable, contact the SCCC Office of Public Safety and request an officer to accompany the Riverhead Town Police Department Police Officer. Efforts, when practicable, will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant. In the event of continuous pursuit beginning in the jurisdiction of the Riverhead Town Police Department, the Riverhead Town Police Department will notify the SCCC Office of Public Safety as soon as practicable.
11. For major non-emergency events, the designees from the Riverhead Town Police Department and SCCC Office of Public Safety will meet in a timely manner to review various operational issues including traffic planning and scheduling for additional personnel.
12. The Director of Public Safety for SCCC and the Riverhead Town Police Department Chief of Police may enter into more specific and detailed operational procedures and guidelines to implement and carry out the intent of this MOU, provided that such items are not inconsistent with the above provisions.
13. Either party may terminate this agreement by notification in writing to the other party.
14. 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 SCCC at its principal office at 533 College Road, Selden, New York 11784-2899 and 2.) to the Riverhead Town Police Department at 210 Howell Avenue, Riverhead, NY 11901, 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 SCCC relating to a legal claim shall be immediately sent to the Riverhead Town Police Department and also to the Riverhead Town Attorney at 200 Howell Avenue, Riverhead, NY 11901. The Riverhead Town Police Department shall report to SCCC in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the MOU.

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

SUFFOLK COUNTY COMMUNITY COLLEGE


By: Dr. Shaun L. McKay
President

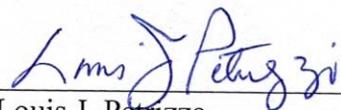
Date: 5/30/, 2017

RIVERHEAD TOWN POLICE DEPARTMENT

By: David J. Hegermiller
Chief of Police

Date: _____, 2017

Approved:


By: Louis J. Petruzzo
College General Counsel

Date: 05/31/17, 2017

**Approved as to Legality
Riverhead Town Attorney**

By: Robert Kozakiewicz
Town Attorney

Date: _____, 2017

Recommended:


By: Baycan Fideli
Director of Fire & Public Safety

Date: 5/31, 2017

TOWN OF RIVERHEAD

Resolution # 479

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 217 ENTITLED "ADMINISTRATION AND ENFORCEMENT OF UNIFORM CODE" OF THE RIVERHEAD TOWN CODE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the June 29, 2017 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 217 entitled "Administration and Enforcement of Uniform Code" of the Riverhead Town Code, to be posted on the sign board of the Town; and be it further

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

THE VOTE

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 before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901, on the 18th day of July, 2017 at 2:15 o'clock p.m. to consider a local law amending Chapter 217 entitled "Administration and Enforcement of Uniform Code" of the Riverhead Town Code as follows:

CHAPTER 217
Administration and Enforcement of Uniform Code
ARTICLE I
Administration and Enforcement

§ 217-12. Building Permit fees.

D. For each building permit where the construction cost shall exceed \$1,000, there shall be an additional fee of \$12 per \$1,000, or fraction thereof, in addition to the minimum fee of \$100. The basis for computing construction costs shall be the square feet of the floor area of the proposed building in relation to the proposed use of said building, and/or the cost thereof may be based on current Marshall Swift Valuation cost estimates using local regional multipliers and/or as follows:

- (1) Dwellings, one- and two-family: main story, \$75 per square foot; additional stories, \$40 per square foot.
- (2) Multiple-family dwellings, apartments, condominiums, hotels, motels, boardinghouses, labor camps and nursing and convalescent homes: main story, \$90 per square foot; additional stories, \$55 per square foot.
- (3) Private garages, attached or detached: \$40 per square foot.
- (4) Accessory and utility buildings: main story, \$50 per square foot; additional stories, \$25 per square foot.
- (5) Building permit fees shall be waived for all home modifications related to improving access for persons with mobility impairments, including, but not limited to, ramps and kitchen and bathroom renovations.
- (6) The building fee permit shall be reduced by \$300, or waived, whichever is lesser, for a new construction of single-family dwellings in which the applicant opts to incorporate the following universal design "basic access" features:
 - (a) At least one stepless entrance to the dwelling, which may be located at any entrance (front, rear, side or garage);
 - (b) First-floor doors with at least thirty-two-inch clear passage;
 - (c) First-floor bathroom (half bath or more) that allows for full entry of wheelchair with the ability to close the door, with reinforcements between wall studs (commonly called "blocking") to allow for future installation of grab bars.
- (7) Mercantile, business and office buildings, garages and service stations, places of public assembly, assembly halls and clubhouses: main story, \$80 per square foot; additional stories, \$70 per square foot.
- (8) Factory buildings and warehouses (finished types): main story, \$80 per square foot; additional stories, \$75 per square foot.
- (9) Factory buildings and warehouses (unfinished types): main story, \$80 per square foot; additional stories, \$75 per square foot.

(10) The building permit fee shall be waived for all modifications to commercial buildings or places of public accommodation related to removing architectural barriers to access and improving access for persons with mobility impairments, including, but not limited to, ramps and bathroom renovations.

(11) All of the building, plumbing, electrical and other permit fees shall be waived for all residential properties that participate in the upgrade and replacement of existing septic/cesspools with those approved under the County of Suffolk Septic Improvement Program.

~~(11)~~ (12) Foundation only: \$60 per linear foot.

~~(12)~~ (13) The fee for a permit to demolish a building shall be \$60 for a small building up to 1,000 square feet and \$95 for a large building of more than 1,000 square feet.

~~(13)~~ (14) The fee for a duplicate certificate of occupancy shall be \$150, and letters of preexisting use and inspection above the maximum shall be \$150 each.

~~(14)~~ (15) The fee for a renewal of a permit issued under this Part 1 shall be 25% of the original fee paid or \$100, whichever is greater. The fee must be paid within 30 days of the expiration date.

~~(15)~~ (16) The fee to move a building to a new location: 50% of the fee computed in accordance with Subsection D above.

~~(16)~~ (17) All fees paid pursuant to this section are nonrefundable.

- Underscore indicates additions
- Overstrike indicates deletions

Dated: Riverhead, New York
June 20, 2017

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

TOWN OF RIVERHEAD

Resolution # 480

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 301 ENTITLED "ZONING AND
LAND DEVELOPMENT" OF THE RIVERHEAD TOWN CODE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 301 entitled, "Zoning and Land Development" of the Riverhead Town Code once in the June 29, 2017 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; 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.

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 OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18th day of July, 2017 at 2:05 o'clock p.m. to amend Chapter 301, entitled "Zoning and Land Development" of the Riverhead Town Code.

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

CHAPTER 301

Zoning and Land Development

Article IX: Hamlet Residential (HR) Zoning Use District

§ 301-48 Uses.

B. Specially permitted uses, by special permit of the Town Board:

- (1) Bed-and-breakfast.
- (2) Day-care facility conducted in a residence.
- (3) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
- (4) Nursery school when conducted in a residence.
- (5) Home occupations or professions conducted within an accessory building by the residents thereof.
- (6) Small animal rehabilitation conducted by licensed rehabilitators. The licensed rehabilitator shall also be a resident thereof. Small animals shall include rabbits, squirrels, possums, turtles and birds. In addition to the items to be considered in connection with a special permit by the Town Board as set forth elsewhere under Chapter 301, the applicant for a special permit shall establish the following:
 - a) The rehabilitation area is not greater than 750 square feet.
 - b) The rehabilitation area shall be completely enclosed.
 - c) The applicant is a licensed New York State DEC rehabilitator.
 - d) The applicant does not charge any fee for services.
 - e) The applicant may not have any paid employees or staff. Nothing herein shall prevent the applicant from having assistants that are not paid.
 - f.) No sign shall be posted upon the premises designated it as a small animal rehabilitator.
 - g).The rehabilitation area shall not be open to the public.
 - h) All waste from the small animals shall be placed in closed containers and disposed off site not less than two times weekly.

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

Dated: Riverhead, New York
June 20, 2017

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

TOWN OF RIVERHEAD

Resolution # 481

RATIFIES AUTHORIZATION FOR THE TOWN SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VINCENT METAS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead by Chief of Staff Lawrence Levy is desirous of retaining the services of Vincent Metas to provide video/audio recording, editing, programming and other communications-related activities regarding the Town's cablecast and social media programs; and

WHEREAS, Vincent Metas is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to the attached proposed agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached Professional Services Agreement with Vincent Metas for the above referenced communications-related services pursuant to a \$16.00/hour fee schedule delineated in the attached proposed agreement from June 15, 2017, nunc pro tunc, to December 31, 2017, subject to a maximum expenditure of 156 hours in total, 10-hours per week and a maximum \$2500.00 budgetary expenditure for services rendered; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Vincent Metas, 14 Gravin Street, Coram, NY 11727, and the Office of Accounting; and be it further

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

THE VOTE

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 20th of June, 2017, by the TOWN OF RIVERHEAD, a municipal corporation with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, hereinafter referred to as (“TOWN”), and Vincent Metas, with offices located at 14 Gravin Street, Coram, New York 11727, (hereinafter referred to “Consultant”).

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the following services: Video/audio recording, editing and programming and other cablecast and/or communications-related activities as directed, supervised, reviewed and monitored by Lawrence Levy, Town of Riverhead, Chief of Staff. Consultant acknowledges, understands and agrees that all video/audio recording, editing, programming and other related activities must first be authorized and reviewed by Lawrence Levy and/or any other TOWN-designated party or individual, prior to cablecast and/or publication in any media format, including social media. Violation of the aforementioned scope of services and stated protocol are grounds for immediate termination of this Agreement in the sole discretion of the TOWN, its officials, officers, employees, agents and/or representatives.

2. RELATIONSHIP OF PARTIES

The Consultant shall render scope of services as an independent contractor and not as an employee of TOWN. No deductions from Consultant’s pay will be made and no fringe benefits of any kind will be provided to Consultant by TOWN, including by way of example, but not limitation, health insurance benefits, retirement benefits, paid vacation or any other employee benefits. In addition, the Consultant shall not have the authority to enter into any contract or agreement to bind TOWN and shall not represent to anyone that Consultant has such authority.

3. TERM OF AGREEMENT

The Agreement shall be deemed to have commenced on June 15, 2017, and terminate on December 31, 2017, unless terminated sooner as addressed in paragraph 8, herein.

4. WORK SCHEDULE

Consultant shall work under the direction and supervision of Lawrence Levy, Chief of Staff, during such time and work periods as shall be mutually agreed to between Consultant and Lawrence Levy, not to exceed ten (10) hours per week. Consultant acknowledges, understands and agrees that such work schedule and scope of services may require weekday, weekend, holiday and evening work periods. Consultant shall be provided reasonable notice regarding proposed work schedules, as practicable.

5. PAYMENT

For those services delineated in paragraph one (1) above, TOWN will pay Consultant at the rate of \$16.00 (sixteen dollars) per hour on a bi-weekly basis regarding the delineated scope of services and work schedule, subject to a maximum cap of 156 expended hours, 10 hours per week, and a maximum \$2500.00 budgetary expenditure. The TOWN shall not have any liability or responsibility for any other expenses or costs. Consultant shall maintain accurate and detailed time records regarding scope of services which shall be submitted to Lawrence Levy on a bi-weekly basis regarding review and approval of same. Invoices for services rendered shall contain the following statement: "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.

6. INTELLECTUAL PROPERTY RIGHTS

The parties acknowledge that the scope of services as contemplated by the TOWN and Consultant involve the production of cablecast presentations via video/audio recording, editing and programming and/or other communications-related activities at the behest and benefit of the TOWN. As such, Consultant makes no claim and waives any right of ownership, interest, or royalties regarding any and all of the cablecast and/or other media based productions Consultant undertakes pursuant to the scope of services delineated herein either now or in the future. Consultant further acknowledges, understands and agrees that such cablecast materials and/or other communications-related productions are the sole intellectual and artistic property of the Town of Riverhead and as such, such intellectual and artistic property may not be copied, used, cablecast, broadcast and/or disseminated at anytime and anywhere without the express, written permission of the Town of Riverhead, its officials, officers, employees, agents and/or representatives. These obligations shall survive the termination of this Agreement. In addition, Consultant warrants and represents that Consultant shall comply with all federal and/or New York State copyright and trademark laws, rules, regulations, licenses and approvals for the subject scope of services.

7. ASSIGNMENT AND SUBCONTRACTING

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

8. TERMINATION

In addition to the termination provisions as stated in paragraph 3 above, or any extension agreed to by all parties in writing, this Agreement may be terminated at any time by TOWN without cause. In the event of such termination, TOWN shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement specifically regarding scope of services rendered to the date of termination minus offset for any costs and expenses incurred by TOWN. In addition, TOWN shall be entitled to a pro rata refund of any fees for services unrealized or not performed to the date of termination of the Agreement.

9. 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.

10. CHANGES

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

11. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Vincent Metas, 14 Gravin Street, Coram, New York, 11727.

12. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify TOWN immediately if Consultant's work for TOWN becomes the subject of a government audit or investigation. Consultant will promptly notify TOWN if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other felony or misdemeanor arising out of a contract with any local, state or federal agency, or private entity. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement.

13. INDEMNITY AND LIABILITY

Consultant hereby indemnifies and holds the TOWN, and their respective officials, officers, departments, agents, members and employees, harmless against any and all claims, actions, demands, losses, expenses, damages, fines, judgments, settlements, penalties including attorney's fees both pre-and post-judgment, against TOWN, and their respective departments, officers, agents, members and employees arising out of the acts or omissions of Consultant under this Agreement.

14. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, or contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the TOWN, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with TOWN.

15. WARRANTY and REPRESENTATIONS:

(a) Consultant warrants and represents to TOWN that: (i) Consultant shall perform and execute the scope of services required hereunder to the best of its ability and in accordance with the highest industry-accepted standards and practices for services and transactions of this type; (ii) Consultant further warrants and represents that Consultant is free to enter into this Agreement and fully perform its obligations hereunder and is under no obligation to any third party which will restrain or in any way affect the performance of its obligations hereunder.

(b) Consultant further warrants and represents that all scope of services for each and every particular presentation shall be performed in a professional manner. Furthermore, Consultant acknowledges that TOWN are relying upon Consultant's general skill, talent, expertise and professional judgment in the performance of the scope of services.

16. 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.

17. CURE OF CONSULTANT'S DEFAULT/FORCE MAJEURE/DISPUTES

If Consultant shall default in the performance of the Agreement or any other duty imposed upon the Consultant hereunder, TOWN may (but shall not be required to), without notice to Consultant and with or without terminating this Agreement, cure and rectify such default(s) and either deduct the reasonable cost of cure and rectification from compensation due to Consultant hereunder or TOWN may directly bill Consultant for such reasonable costs. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties

may be settled by appropriate legal proceedings. TOWN and Consultant agree that this Agreement and any attached schedules or exhibits shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles. TOWN and Consultant further agree that Suffolk County, New York, is the proper location for venue and all jurisdictional purposes, including but not limited to personal and in rem jurisdiction. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with its terms.

18. 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 and shall not without the prior written consent of the Town, provide, release or make available for inspection any document, data, written, video and/or audio material of any kind without the prior written consent of at least three Town Board members or by resolution of the Town Board.

19. WAIVER CONSIDERATION

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties hereto and there are no other promises or conditions in any other agreement whether oral or written.

21. AMENDMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if documented in writing and signed by each party.

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

By: Sean M. Walter, Town Supervisor

By: Vincent Metas

DATE: _____

DATE: _____

TOWN OF RIVERHEAD

Resolution # 482

AUTHORIZING SETTLEMENT OF LAWSUIT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town, pursuant to the Eminent Domain Law acquired fee title and permanent easement rights over portions of property owned by James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson (the "Claimants"), identified as Suffolk County Tax Map No. 0600-101.00-02.00-012.003 on May 19, 2009; and

WHEREAS, the Town made an advance payment to the Claimants in the sum of Six Hundred and Fifteen Thousand and 00/100 (\$ 615,000.00) Dollars; and

WHEREAS, the Claimants filed a Notice of Claim seeking damages in the sum of Three Million One Hundred and Twenty Five Thousand 00/100 (\$ 3,125,000.00) Dollars; and

WHEREAS, a Stipulation and Consent Agreement resolving all claims asserted by the Claimants against the Town has been offered; and

WHEREAS, in light of the cost attendant to proceeding to a trial with the attendant uncertainties of litigation, it is in the best interest of the Town to agree to the terms of the Stipulation and Consent Agreement;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby agrees to the terms of the Stipulation and Consent Agreement attached hereto and authorizes the Supervisor to sign all documents necessary to effectuate the terms of the settlement and implement its terms;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, Attn: Frank A. Isler, Esq., 456 Griffing Avenue, Riverhead, New York 11901; and Harvey B. Besunder, Esq., Margolin Besunder LLP, 1050 Old Nichols Road, Suite 200, Islandia, New York 11749.

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
In the Matter of the Application of
James H. Wilson, II and Cindy Ann Wilson, as Devises
of the Last Will and Testament of Sophie Wilson,
Claimant,

**STIPULATION
AND CONSENT**

Index No. 10-21286

-against-

The Town of Riverhead,
Respondent.

-----X
IT IS HEREBY STIPULATED AND AGREED, as the ____ day of May, 2017, between
Claimant James H. Wilson, II and Cindy Ann Wilson, as Devises of the Last Will and Testament of
Sophie Wilson, reputed owner of the above-named damage parcel, the Condemnor TOWN OF
RIVERHEAD, Counsel for Claimant James H. Wilson, II and Cindy Ann Wilson, as Devises of the
Last Will and Testament of Sophie Wilson and Counsel for TOWN OF RIVERHEAD, that the
above-captioned condemnation proceeding is hereby settled as to the amount of damages sustained,
upon the following terms and conditions:

1. That title to the subject property, more fully described in Schedule "A", attached hereto
and made a part hereof, identified as Suffolk County Tax Map No. 0600-101.00-02.00-012.003 vested
in the TOWN OF RIVERHEAD on May 19, 2009.

2. The Claimant James H. Wilson, II and Cindy Ann Wilson, as Devises of the Last Will
and Testament of Sophie Wilson represents that it was the reputed owner of the above described
damage parcel on the date on which title vested in the Condemnor TOWN OF RIVERHEAD, that no
other person or persons has an interest in the premises which would entitle them to receive the whole or
any portion of this settlement. The Condemnor TOWN OF RIVERHEAD relies upon said
representations, and with no information to the contrary, acknowledges said ownership.

3. That the within condemnation proceeding is being settled in the total amount of
Eight Hundred Ninety Thousand and 00/100 (\$890,000.00) Dollars less the principal amount of any

advance payment(s) already paid by the TOWN OF RIVERHEAD to the Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson, in the amount of Six Hundred Fifteen Thousand and 00/100 (\$615,000.00) Dollars leaving a balance to be paid to Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson in the amount of of Two Hundred Seventy-Five Thousand and 00/100 (\$275,000.00) Dollars, which is inclusive of any and all interest and additional allowances for actual costs, disbursements and expenses pursuant to Eminent Domain Procedure Law §§ 701 and 702 and other good and valuable consideration, to be paid by the TOWN OF RIVERHEAD, which payment shall be inclusive of any and all other claims, including fixture claims and relocation costs, if any, against the Condemnor TOWN OF RIVERHEAD by the Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson, which has resulted or may result as a consequence of the Condemnor TOWN OF RIVERHEAD'S condemnation of said property pursuant to the New York State Eminent Domain Procedure Law.

4. That the amount set forth herein as a settlement of the claim for such damage parcel falls within the mandate of the constitutional provision of just and adequate compensation paid to the Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson, and that the court has declared the settlement to fall within the purview of the constitutional mandate for fair and just compensation.

5. Prior to any payment being made by the condemnor TOWN OF RIVERHEAD to the Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson, all objections to title must be cleared by Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson.

6. Upon the aforesaid payment by the TOWN OF RIVERHEAD in the amount of \$275,000.00, Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and

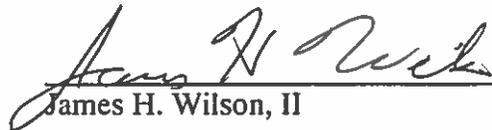
Testament of Sophie Wilson shall hereby release the said TOWN OF RIVERHEAD from any further claims for compensation and damages and interest, as to the taking of said property, which Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson ever had or may have against the TOWN OF RIVERHEAD.

7. Final payment in this matter shall be made payable to MargolinBesunder LLP, as attorneys for Claimant James H. Wilson, II and Cindy Ann Wilson, as Devisees of the Last Will and Testament of Sophie Wilson.

Dated: Riverhead, New York
May __, 2017

Dated: Riverhead, New York
May 22, 2017

TOWN OF RIVERHEAD


James H. Wilson, II

By: _____


Cindy Ann Wilson

Dated: Riverhead, New York
May __, 2017

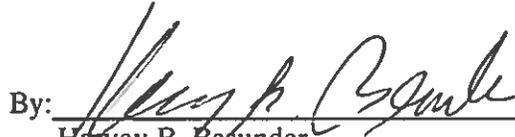
Dated: Islandia, New York
May 25, 2017

SMITH, FINKELSTEIN, LUNDBERG,
ISLER & YAKABOSKI

MARGOLINBESUNDER LLP

By: _____

Frank A. Isler, Esq.
Attorneys for Respondent/Condemnor
TOWN OF RIVERHEAD
456 Griffing Avenue
P.O. Box 389
Riverhead, New York 11901
(631) 727-4100


By: _____
Harvey B. Besunder
Attorneys for Claimant/Condemnee

1050 Old Nichols Road, Suite 200
Islandia, New York 11749
(631) 234-8585

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

On May __, 2017 before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity as _____ of the Town of Riverhead, and that by his/her signature on the instrument, the company upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On May 11, 2017 before me, the undersigned, personally appeared JAMES H. WILSON, II, 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

ALLEN M. SMITH
Notary Public, State of New York
No. 52-3714225
Qualified in Suffolk County
Commission Expires Jan. 31, 2018

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

On May 22nd, 2017 before me, the undersigned, personally appeared CINDY ANN WILSON, 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 she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALLEN M. SMITH
Notary Public, State of New York
No. 52-3714225
Qualified in Suffolk County
Commission Expires Jan. 31, 2018

SCHEDULE A

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, DESCRIBED AS FOLLOWS:

Parcel A: Fee Acquisition Area

BEGINNING at a POINT on the southerly boundary of the existing C.R. 58, Old Country Road, at the intersection of said boundary with the division line between the lands of the County of Suffolk, reputed owner, on the west and Sophie Wilson, reputed owner, on the east; said point being $44 \pm$ feet distant right, measured at right angles, from Station $66 + 91 \pm$ of the hereinafter described survey baseline; thence easterly $115 \pm$ feet along the last mentioned southerly boundary line, to a point $51 \pm$ feet distant right, measured at right angles, from Station $68+05 \pm$ of said survey baseline; thence through the lands of Sophie Wilson, reputed owner, the following four (4) courses; the next three (3) courses shall have no access:

1. southerly $20 \pm$ feet to a point 59.77 feet distant right, measured at right angles, from Station $67+87.86$ of said survey baseline;
2. southerly 66.03 feet along the arc of a curve bearing to the right having a radius of 133.00 feet to a point 121.50 feet distant right, measured at right angles, from Station $67+66.27$ of said survey baseline;
3. southerly 78.36 feet to a point 187.14 feet distant right, measured at right angles, from Station $67+22.95$ of said survey baseline;
4. southerly $81 \pm$ feet to a point on the division line between the lands of Sophie Wilson, reputed owner, on the east and the County of Suffolk, reputed owner, on the west, said point being 254.51 feet distant right, measured at right angles, from Station $66+78 \pm$ of said survey baseline;

thence northerly $211 \pm$ feet along the last mentioned division line to the point of beginning, being $12,316 \pm$ square feet, or 0.28 acres, more or less.

(SCTM District 0600 Section 101.00 Block 02.00 Lot 012.003)

Parcel B: Permanent Grading Easement

BEGINNING at a POINT on the southerly boundary of the existing C.R. 58, Old Country Road, at the intersection of said boundary line with the division line between the lands of Riverhead Pooh LLC, reputed owner, on the east and Sophie Wilson, reputed owner, on the west, said point being $54 \pm$ feet distant right, measured at right angles, from Station $68+59 \pm$ of the hereinafter described survey baseline; thence southerly $5 \pm$ feet along said division line to a point 58.94 feet distant right, measured at right angles, from Station $68+60 \pm$ of said

survey baseline, thence through the lands of Sophie Wilson, reputed owner, the following six (6) courses; the next five (5) courses shall have no access:

1. westerly $53\pm$ feet to a point 55.82 feet distant right, measured at right angles from Station 68+06.39 of said survey baseline;
2. southerly 15.65 feet to a point 62.98 feet distant right, measured at right angles, from Station 67+92.47 of said survey baseline;
3. southerly 65.73 feet along the arc of a curve bearing to the right having a radius of 138.00 feet to a point 124.25 feet distant right, measured at right angles, from Station 67+70.44 of said survey baseline;
4. southerly 58.65 feet to a point 173.20 feet distant right, measured at right angles from station 67+38.14 of said survey baseline;
5. southerly 20.62 feet to a point 192.65 feet distant right, measured at right angles, from Station 67+31.30 of said survey baseline;
6. southerly $98\pm$ feet to a point on the division line between the lands of Sophie Wilson, reputed owner, on the east and the County of Suffolk, reputed owner, on the west, said point being $274\pm$ feet distant right, measured at right angles, from Station 66+77 \pm of said survey baseline;

thence northerly $20\pm$ feet along the last mentioned division line to a point 254.51 feet distant right, measured at right angles, from Station 66+78 \pm of said survey baseline; thence through the lands of Sophie Wilson, reputed owner, the following four (4) courses;

1. northerly $81\pm$ feet to a point 187.14 feet distant right, measured at right angles, from Station 67+22.95 of said survey baseline;
2. northerly 78.36 feet to a point 121.50 feet distant right, measured at right angles, from Station 67+66.27 of said survey baseline;
3. northerly 66.03 feet along the arc of a curve bearing to the left having a radius of 133.00 feet to a point 59.77 feet distant right, measured at right angles, from Station 67+87.76 of said survey baseline;
4. northerly $20\pm$ feet to a point $51\pm$ feet distant right, measured at right angles, from station 68+05 \pm of said survey baseline;

thence easterly $53\pm$ feet along the southerly boundary of the existing C.R. 58, Old Country Road to point of beginning, being 2,022 \pm square feet, or 0.05 acres, more or less.

The above mentioned survey baseline is a portion of the survey baseline for the proposed drainage improvements on County Road No. 58, Old Country Road, as shown on the map on file in the Office of the Commissioner of Public Works.

Excepting also and reserving to any and all utilities the right of access at all times for the update, maintenance and service of their facilities.

TOWN OF RIVERHEAD

Resolution # 483

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, Dorothy Minnick was appointed VFW Liaison of the Riverhead Veterans Advisory Committee by Resolution #506 adopted on July 1, 2014 for a term expiring July 2017; and

WHEREAS, the Town Board wishes to reappoint Dorothy Minnick as VFW Liaison for a three (3) year term which will expire July 2020.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Dorothy Minnick VFW Liaison of the Town of Riverhead Veterans Advisory Committee for a three (3) year term which will expire July 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 484

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, Mike Pankowski was appointed American Legion Liaison of the Riverhead Veterans Advisory Committee by Resolution #506 adopted on July 1, 2014 for a term expiring July 2017; and

WHEREAS, the Town Board wishes to reappoint Mike Pankowski as American Legion Liaison for a three (3) year term which will expire July 2020.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Mike Pankowski American Legion Liaison of the Town of Riverhead Veterans Advisory Committee for a three (3) year term which will expire July 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 485

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, Elizabeth Stokes was appointed Co-Chairperson of the Riverhead Veterans Advisory Committee by Resolution #506 adopted on July 1, 2014 for a term expiring July 2017; and

WHEREAS, the Town Board wishes to reappoint Elizabeth Stokes as Co-Chairperson for a three (3) year term which will expire July 2020.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Elizabeth Stokes Co-Chairperson of the Town of Riverhead Veterans Advisory Committee for a three (3) year term which will expire July 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 486

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, Darlene Folkes was appointed American Legion Liaison of the Riverhead Veterans Advisory Committee by Resolution #578 adopted on August 4, 2014 for a term expiring August 2017 which instead should have reflected that Darlene Folkes was appointed to fill the unexpired term of Ellen Saunders ending July 2017; and

WHEREAS, the Town Board wishes to reappoint Darlene Folkes as American Legion Liaison for a three (3) year term which will expire July 2020.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Darlene Folkes American Legion Liaison of the Town of Riverhead Veterans Advisory Committee for a three (3) year term which will expire August 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 487

**REAPPOINTS MEMBER TO THE TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, Kimberly Judd was appointed Co-Chairperson of the Riverhead Veterans Advisory Committee by Resolution #506 adopted on July 1, 2014 for a term expiring July 2017; and

WHEREAS, the Town Board wishes to reappoint Kimberly Judd as Co-Chairperson for a three (3) year term which will expire July 2020.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Kimberly Judd Co-Chairperson of the Town of Riverhead Veterans Advisory Committee for a three (3) year term which will expire July 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 488

**APPOINTS MEMBER TO TOWN OF RIVERHEAD
VETERANS ADVISORY COMMITTEE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution #506 adopted on July 1, 2014, the Town Board established the Veterans Advisory Committee to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the By-Laws of the Town of Riverhead Veterans Advisory Committee adopted on July 1, 2014 authorized the Town Board to appoint seven (7) individuals, each with a three (3) year term; and

WHEREAS, pursuant to the By-Laws, the Riverhead Veterans Advisory Committee shall consist of a minimum of two (2) representatives of agencies providing veteran services in the Town and the general public and one-half (1/2) of the members shall be residents of the Town; and

WHEREAS, there exists a vacancy on the Veterans Advisory Committee to be filled by a representative of an agency which provides veterans services in the Town; and

WHEREAS, Thomas Nadzjion has expressed an interest and willingness to serve on the Veterans Advisory Committee as VFW Liaison.

NOW THEREFORE BE IT RESOLVED, the Town Board hereby appoints Thomas Nadzjion to fill the vacant position on the Town of Riverhead Veterans Advisory Committee for a three (3) year term expiring July 2020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Veterans Advisory Committee; and be it further

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

THE VOTE

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 # 489

**EXTENDS BID FOR QUICK LUBE MAINTENANCE
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead adopted Resolution #150530 on July 7, 2015, awarding the bid for quick lube maintenance for use by the Riverhead Water District to North Shore Generator Systems, Inc., which contract was extended by Resolution #160379 adopted May 18, 2016, to July 7, 2017; and

WHEREAS, per the attached Bid Extension Notice and pursuant to the terms of the current contract, North Shore Generator Systems, Inc., has agreed to extend the contract for an additional one-year period until July 7, 2018, which constitutes the second and final extension pursuant to the terms of the current bid contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through July 7, 2018, per the attached bid proposal; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779;

BE IT FURTHER RESOLVED, 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.

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

Mark K Conklin, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

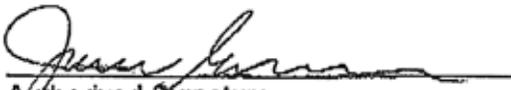
Bid Extension Notice

To: John Gergela, North Shore Generator Systems, Inc.
From: Riverhead Water District
Date: June 5, 2017
Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Quick Lube Maintenance of our diesels will expire on July 7, 2017.

The Town of Riverhead would like to extend this contract for a period of one year until July 7, 2018. This will be the second and final extension under the terms of the current bid contract.

If you agree to extend the current contract, please complete the bottom portion of this Bid Extension Notice and return it to us by FAX within five (5) business days.



Authorized Signature

JOHN GERGELA

Print Name

North Shore Generator Systems, Inc.

Company Name

6/5/17

Date

QUICK LUBE BID PROPOSAL SHEET

BID #: RWD-2015-34

1. Quick Lube Bid (three [3] units total) \$ 1350⁰⁰ L.S. per unit 450⁰⁰ each

2. Quick Lube Bid with Generator (seven [7] units) \$ 3150⁰⁰ L.S. per unit 450⁰⁰ each

TOWN OF RIVERHEAD

Resolution # 490

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

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Victor Elefante Technical Services was awarded the bid for well and pump testing services by Resolution #150531 adopted July 7, 2015, for a one-year period to July 7, 2016; and

WHEREAS, by Resolution #160378 adopted 5/18/2016, extended the contract for an additional year period until July 7, 2017; and

WHEREAS, pursuant to the terms of the original contract, the above-named vendor has agreed to an extension of the contract for the final one-year period until July 7, 2018; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for well and pump testing services be and is hereby extended to July 7, 2018, per the attached bid proposal; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

APPENDIX B

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

Bidder Name: VICTOR ELEFANTE TECHNICAL SERVICES

ITEM 1 – Well & Pumps Testing, Evaluation, Reporting & Information Management

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 500⁰⁰
- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 165⁰⁰
- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 130⁰⁰
- *IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0⁰⁰

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

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.

Hourly rate based upon the assumption
Of 10 hrs per well @ 140 \$ 1,400⁰⁰
- *II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0⁰⁰

BID PROPOSAL (continued)

ITEM 3 - Power Cost Reduction Services

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

\$ 140⁰⁰ per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2335.00

***Attach certification and/or licences**



RWD Riverhead Water District

Mark K Conklin, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

To: Victor Elefante
Victor Elefante Technical Services

From: Riverhead Water District

Date: June 5, 2017

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump testing services will expire on July 7, 2017.

The Town of Riverhead would like to extend this contract for a period of one (1) year until July 7, 2018, at the current bid price attached to this notice. This will be the second and final extension under the terms of the current contract.

If this extension meets with your approval, please complete the bottom portion of this extension notice and return it to us within the next five (5) business days.

Date: June 6, 2017

VICTOR ELEFANTE TECHNICAL SERVICES

Victor Elefante
Authorized Signature

VICTOR ELEFANTE

Title: President

TOWN OF RIVERHEAD

Resolution # 491

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, an increased flow of traffic on Edwards Avenue has raised safety concerns for residents and for the many pedestrians and cyclists that also utilize this road; and

WHEREAS, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit to 40 mph along the entire length of Edwards Avenue; and

WHEREAS, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned road is warranted.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study.

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 # 492

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, an increased flow of traffic on South Jamesport Avenue has raised safety concerns for residents and for the many pedestrians and cyclists that also utilize this road; and

WHEREAS, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit to 30 mph along the entire length of South Jamesport Avenue; and

WHEREAS, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned road is warranted.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study.

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 # 493

**DECLARATION OF ADEQUACY AND ACCEPTANCE OF
VOLUNTARY DRAFT ENVIRONMENTAL IMPACT STATEMENT PURSUANT TO
SEQRA FOR RIVERVIEW LOFTS SITE PLAN AND SPECIAL PERMIT
APPLICATIONS AT THE CORNER OF
221 EAST MAIN STREET AND 31 McDERMOTT AVENUE
SCTM NO'S 600-129-1-21 AND 22
RIVERHEAD, NEW YORK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board is in receipt of a site plan and special permit application from Georgica Green Venture, LLC; and

WHEREAS, the applicant seeks to construct a five story, mixed-use multi-family dwelling and commercial/retail building comprised of 1,429 SF of retail spaces, two restaurants totaling 14,479 SF and 531 seats (15,908 SF of commercial space) on the ground floor and 30-studios, 60-one bedroom, 28-two bedroom dwelling units (118 dwelling units) on floors 2-5 sized from 450 SF to 1,063 SF; and

WHEREAS, the site is located on the south side of Main Street, west of McDermott on 0.85 acres of land in the Downtown Center 1 (DC-1) zoning use district, within the parking district; and

WHEREAS, the applicant has proposed a parking area for 58 spaces, estimates 40,273 GPD of wastewater disposal via connection to the Riverhead Sewer District, estimates water demand of 40,272 GPD with proposed by connection to the Riverhead Water District; and,

WHEREAS, the proposed apartments are to be leased based on household income of the tenants and on the type of unit and income a tier that was created to establish affordability (i.e workforce housing) with funding for the project from New York State Homes and Community Renewal, New York State Housing Finance Agency, Governor's Office of Storm Recovery, Suffolk County Department of Economic Development and Riverhead Industrial Development Agency; and

WHEREAS, the Riverhead Town Board declared the site plan and special permit petitions of Riverview Loft to be a Type I action pursuant to 6NYCRR Part 617.4(b) (9) and directed the Planning Department to circulate a request for the Town Board to be the Lead Agency in the project's coordinated SEQRA review with involved agencies; and

WHEREAS, there were no objections to the Town Board's request for Lead Agency status accepting Lead Agency status for the purpose of conducting SEQRA review; and,

WHEREAS, the Planning Department has received and reviewed the June 2017 Voluntary Draft Environmental Impact Statement (DEIS) for Riverview Lofts, prepared by Nelson, Pope, & Voorhis, LLC; and

WHEREAS, the Planning Department recommends the Lead Agency deem the Voluntary DEIS for the Riverview Lofts adequate pursuant to SEQRA and hereby instructs the Planning Department file the DEIS with the Town Clerk, circulate the DEIS to involved agencies for coordinated review, and make available the DEIS for public comment, including the Town of Riverhead website; and be it further

RESOLVED, authorizes the Town Clerk to forward a copy of the resolution and attachments to all involved agencies; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to David Gallo, Georgica Green Ventures, LLC, 50 Jericho Quadrangle, Suite 200, Jericho, NY 11753; David Gilmartin, Jr, Esq, Farrell Fritz, 50 Station Road, Building 1. Water Mill, NY 11976, Charles Voorhis, Partner, Nelson, Pope & Voorhis, 572 Walt Whitman Road, Melville, NY 11747; and be it further

RESOLVED, the Town Clerk is authorized to publish and post a copy of this acceptance of the Voluntary EIS in the Environmental News Bulletin - ENB Division of Environmental Permits, New York State Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-1750; 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 - ABSTAIN
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 494

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #17-19 JUNE 08, 2017 (TBM 6/20/17)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	501,268.70	501,268.70
RECREATION PROGRAM FUND	6	4,054.59	4,054.59
HIGHWAY FUND	111	64,528.98	64,528.98
WATER DISTRICT	112	33,355.75	33,355.75
RIVERHEAD SEWER DISTRICT	114	16,210.69	16,210.69
REFUSE & GARBAGE COLLECTION DI	115	2,325.05	2,325.05
STREET LIGHTING DISTRICT	116	6,326.43	6,326.43
EAST CREEK DOCKING FACILITY FU	122	1,586.97	1,586.97
RIVERHEAD SCAVENGER WASTE DIST	128	12,694.55	12,694.55
TRUST & AGENCY	735	7,361,241.82	7,361,241.82
TOTAL ALL FUNDS		8,003,593.53	8,003,593.53

ABSTRACT #17-20 JUNE 19, 2017 (TBM 6/20/17)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	122,063.77	122,063.77
POLICE ATHLETIC LEAGUE	4	75.00	75.00
RECREATION PROGRAM FUND	6	3,514.96	3,514.96
HIGHWAY FUND	111	430,642.15	430,642.15
WATER DISTRICT	112	105,725.03	105,725.03
RIVERHEAD SEWER DISTRICT	114	83,691.18	83,691.18
REFUSE & GARBAGE COLLECTION DI	115	211,926.95	211,926.95
BUSINESS IMPROVEMENT DISTRICT	118	30,000.00	30,000.00
AMBULANCE DISTRICT	120	250.00	250.00
EAST CREEK DOCKING FACILITY FU	122	2,004.00	2,004.00
CALVERTON SEWER DISTRICT	124	48,473.14	48,473.14
RIVERHEAD SCAVENGER WASTE DIST	128	37,445.48	37,445.48

TOWN HALL CAPITAL PROJECTS	406	18,750.00	18,750.00
WATER DISTRICT CAPITAL PROJECT	412	54,324.55	54,324.55
RIVERHEAD SEWER CAPITAL PROJEC	414	5,895.32	5,895.32
CALVERTON SEWER CAPITAL PROJEC	424	40,492.34	40,492.34
TRUST & AGENCY	735	824,336.26	824,336.26
TOTAL ALL FUNDS		2,019,610.13	2,019,610.13

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 # 495

AUTHORIZES THE FINANCIAL ADMINISTRATOR TO OPT IN TO THE NEW YORK STATE DEFERRED COMPENSATION PLAN ROTH 457 PROGRAM FOR OTHERWISE ELIGIBLE TOWN EMPLOYEES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is a participating agency in the New York State Deferred Compensation Plan for the benefit of eligible Town employees pursuant to Section 5 of the New York State Finance Law at no cost to the Town; and

WHEREAS, a number of Town employees have expressed an interest in participating in the New York State Deferred Compensation Plan Roth 457 program; and

WHEREAS, the Town Board desires to afford otherwise eligible Town employees the opportunity to participate in the Roth 457 program as administered by the New York State Deferred Compensation Plan at no cost to the Town; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead authorizes the financial administrator to opt in to the New York State Deferred Compensation Plan Roth 457 program and execute all requisite applications and/or forms for the benefit of otherwise eligible Town employees at no cost to the Town.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #495 was **TAKEN OFF THE FLOOR**, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote, motion carried.

THE VOTE

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

The Resolution Was Thereupon Duly Declared **ADOPTED**