

**FEBRUARY 5, 2013**

**RESOLUTION LIST**

- Res. #83 2013 Wading River Dredging Project Budget Adoption**
- Res. #84 Closure of Account in Capital One**
- Res. #85 2011 Wading River Dredging Project Closure**
- Res. #86 General Fund Budget Adjustment**
- Res. #87 General Fund Budget Adjustment**
- Res. #88 Authorizes Attendance at the Government Finance Officers' Association Annual Conference**
- Res. #89 2012 NYS Environmental Facilities Corp Clean Vessel Act assistance Program Budget Adjustment**
- Res. #90 Risk Retention Fund Budget Adjustment**
- Res. #91 Worker's Compensation Fund Budget Adjustment**
- Res. #92 Grants Excavation Permit as Provided by Chapter 62 of the Riverhead Town Code to Southold Medical Arts Inc. A/K/A East End Eye Associates**
- Res. #93 Riverhead Town Board Supports Suffolk County Land Bank Application to Empire State Development Corp**
- Res. #94 Classifies Action on Special Permit of Dr. Jeffrey Nazar and Calls Public Hearing**
- Res. #95 Resolution for Establishment of Preference for Workforce Housing for the Summerwind Project**
- Res. #96 Order Calling Public Hearing Regarding Extension and Improvements to Facilities of Riverhead Sewer 21<sup>st</sup> Century Oncology – Old Country Road, Riverhead**
- Res. #97 Order Calling Public Hearing Regarding Improvements to Facilities of Riverhead Sewer District to Relocate Existing Sanitary Sewer 841 Old Country Road – Stop & Shop Fuel Facility**

- Res. #98** Authorizes Sewer District Employee to Attend Course (June 2013)
- Res. #99** Authorizes Sewer District Employee to Attend Course (May 2013)
- Res. #100** Awards Bid – Sanitary Pump Station Upgrades Hangar Pump Station – Calverton Sewer District Contract No. CASD 05-04 HPS
- Res. #101** Resolution Terminating Bid Award/Contract with Metro Fuel Oil Corp.
- Res. #102** Authorizes Emergency Purchase of Diesel Fuel
- Res. #103** Authorization to Publish Advertisement for Diesel Fuel for the Town of Riverhead
- Res. #104** Authorization to Publish Advertisement for Heating Fuel for the Town of Riverhead
- Res. #105** Amends Resolution #59 of 2013 (PSA with Suffolk Online Advertising)
- Res. #106** Expresses Support for the Relocation and Construction of a New Animal Shelter on Town Property
- Res. #107** Authorizes the Supervisor to Execute an Agreement with Nelson, Pope & Voorhis, LLC
- Res. #108** Authorizes the Supervisor to Execute an Agreement with Family Service League for Employee Assistance Program
- Res. #109** Authorizes Town Clerk to Re-Refer Change of Zone Application of Genrac Associates, LLC to the Suffolk County Planning Commission
- Res. #110** Declares Public Emergency Regarding Culvert on Washington Avenue, Jamesport, NY
- Res. #111** Requests that New York State Legislature Authorize the Creation of Special Legislation Giving the Town of Riverhead the Discretion to Change Speed Limits within the Town of Riverhead
- Res. #112** Peconic Avenue Pedestrian Crossing Capital Project Budget Adjustment
- Res. #113** Resolution Amending Professional Services Agreement with George J. Hochbrueckner & Associates, Inc.

- Res. #114 Ratifies Execution of an Addendum to Professional Services Agreement for Placement of Commemorative Items at Grumman Memorial Park**
- Res. #115 Ratifies the Authorization for the Supervisor to Execute an Agreement with an Employee**
- Res. #116 Officially Naming Field Two at Veterans Memorial Park as “SFC Anthony Venetz Jr. Field”**
- Res. #117 Officially Naming Field One at Veterans Memorial Park as “SGT Jonathan Keller Field”**
- Res. #118 Authorizes the Supervisor to Execute an Agreement with Arleen Bobal for Transcription of Town Meetings**
- Res. #119 2013 Renewal of Bid Award for Maintenance and Emergency Services Contract C – Control, Riverhead Water District**
- Res. #120 2013 Renewal of Bid Award for Maintenance and Emergency Services Contract D – Distribution, Riverhead Water District**
- Res. #121 2013 Renewal of Bid Award for Maintenance and Emergency Services Contract E-Electrical, Riverhead Water District**
- Res. #122 2013 Renewal of Bid Award for Maintenance and Emergency Services Contract M – Mechanical, Riverhead Water District**
- Res. #123 Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association Inc. Regarding 2013 Calendar Year Events and Services**
- Res. #124 Grants Saber Riverhead 58, LLC Importation / Grading Permit As Provided By Chapter 62 of the Riverhead Town Code**
- Res. #125 Appoints Two Maintenance Mechanic II Employees to the Sewer District (Joseph Densieski, Thomas Gallo, Jr.)**
- Res. #126 Authorizes Attendance at the 2013 Training School and Annual Meeting Held by the Association of Towns**
- Res. #127 Ratifies Authorization for the Supervisor to Execute an Intermunicipal Agreement with the Town of Brookhaven for Disposal of Emergency Disaster Debris at the Brookhaven Landfill Complex**

- Res. #128** Declares Certain Traffic Light to be Surplus Property and Authorizes the Disposal Thereof
- Res. #129** Riverhead Downtown Revitalization Improvement Project Budget Adoption
- Res. #130** Authorizes Supervisor to Execute Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2013 Calendar Year
- Res. #131** Pays Bills
- Res. #132** Amends Resolution #844 from 2012 (Appoints Part-Time Call-In Personnel for the Riverhead Youth Bureau's 2012 Mentoring Matters Program)

02.05.13  
130083

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 83**

**2013 WADING RIVER DREDGING PROJECT**

**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Due to the Super Storm Sandy October 2012, dredging is necessary for the Wading River Creek and Beach Erosion Project; and

**WHEREAS**, the initial project costs is for professional services to survey current conditions and determine dredging costs.

**WHEREAS**, the Town shall seek reimbursement for all costs from FEMA.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
099.072300.493000.44029	FEMA -Aid	10,000	
099.072300.543500.44029	Professional Services		10,000

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130084

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 84**

**CLOSURE OF ACCOUNT IN CAPITAL ONE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Financial Administrator has deemed it unnecessary for the Town of Riverhead to have a bank account titled Eight Hundred Series Capital Project Account (#3724003953) for these capital projects have been closed.

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to close the Eight Hundred Series Account with Capital One Bank.

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 85**

**2011 WADING RIVER DREDGING PROJECT CLOSURE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Capital Project #44022- 2011 Wading River Dredging Project will not proceed because it has been determined that FEMA is de-obligating the 2011 Blizzard money; and

**WHEREAS**, since there will be no activity the project will close.

**NOW THEREFORE BE ITRESOLVED**, that the Town Board hereby authorizes the Accounting Department to complete any necessary budget adjustments and close the Capital Project.

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130086

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 86**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, since the Town Board Ordinance Codification Account is utilized by the Town Clerk, the General Fund requires a budget adjustment to reflect the appropriate cost center.

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

**FROM TO**

001.010100.542607	Town Board Ordinance Codification	18,000	
001.014100.542607	Town Ordinance Codification		18,000

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130087

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 87**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Sheltering Contract was established via Resolution #703 on 9/5/12; in the event that Red Cross does not provide emergency shelter, the Town and Riverhead Central School district in concert will; and

**WHEREAS**, the Supervisor is directing the town pay the costs associated with the shelter for Hurricane Sandy to the Riverhead Central School District.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
001.000000.499999 Fund Balance	46,276.78	
001.039890.540000 Public Safety - Contractual Exp		46,276.78

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 88

**AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the NYS Government Finance Officers Association is conducting its annual conference from Wednesday, April 10 thru Friday, April 12, 2012 in Albany, NY; and

**WHEREAS**, the Financial Administrator has requested authorization for a CPA in the accounting office to attend said conference; and

**WHEREAS**, the cost to attend said course shall not exceed \$1,000 (expenses to include fees for registration, meals, lodging and other travel costs such as tolls and gas);

**NOW, THEREFORE BE IT, RESOLVED**, that the Financial Administrator is authorized to send a CPA in the accounting office to attend the NYS GFOA Annual Conference in Albany, NY.

**BE IT FURTHER, RESOLVED**, expenses for the conference and travel will be reimbursed upon proper submission of receipts.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130089

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 89**

**2012 NYS ENVIRONMENTAL FACILITIES CORP  
CLEAN VESSEL ACT ASSISTANCE PROGRAM**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Resolution # 945 was adopted on December 18, 2012 to purchase Pump-out boat equipment utilizing an EFC CVAP grant award; and,

**WHEREAS**, the project includes two pieces of equipment; one for East Creek Facility and one for the Downtown Riverfront facility; and

**WHEREAS**, the local match of 25% as terms of the Grant agreement was originally supplied by the General Town.

**NOW THEREFORE BE ITRESOLVED**, that the Supervisor be, and is hereby, authorized to amend the following budget as East Creek financing their local match:

**FROM TO**

406.095031.481122.44027      Transfer from East Creek      2,472

406.095031.481001.44027      Transfer from General Town      2,472

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 90

RISK RETENTION FUND  
BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, to comply with audit standards, it has been determined general liability payments require processing through its own separate fund; and

**WHEREAS**, a budget adjustment for 2013 is required to increase the Risk Retention Fund accepting payments from individual operating funds and pay invoices out of the Risk Retention Fund for general liability claims.

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

	<u>FROM</u>	<u>TO</u>
175.019300.548000    Liability Claims	600,400	
175.092801.481000    Interfund Revenues – General Fund		374,000
175.092801.481122    Interfund Revenues – East Creek Docking		2,000
175.092801.482100    Interfund Revenues – Riverhead Sewer		27,900
175.092801.482150    Interfund Revenues – Calverton Sewer		3,400
175.092801.482200    Interfund Revenues – Water District		56,000
175.092801.482300    Interfund Revenues – Scavenger Waste		11,200
175.092801.483100    Interfund Revenues – Public Parking		1,500
175.092801.483200    Interfund Revenues – Street Lighting		8,700
175.092801.483300    Interfund Revenues – Garbage District		45,200
175.092801.483400    Interfund Revenues – Business Impr. District		1,100
175.092801.483500    Interfund Revenues – Ambulance District		11,500
175.092801.484000    Interfund Revenues – Highway District		57,400
175.092801.489200    Interfund Revenues – Calverton - CDA District		500

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 91

**WORKER'S COMPENSATION FUND**  
**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, to comply with audit standards, it has been determined worker's compensation payments require processing through its own separate fund; and

**WHEREAS**, a budget adjustment for 2013 is required to increase the Workers Compensation Fund receiving the original budgeted amount from the individual operating funds and make direct payments for worker's compensation claims.

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

	<u>FROM</u>	<u>TO</u>
173.017100.548050 Workers Compensation Claims	600,400	
173.092801.481000 Interfund Revenues – General Fund		495,200
173.092801.481122 Interfund Revenues – East Creek Docking		600
173.092801.482100 Interfund Revenues – Riverhead Sewer		14,800
173.092801.482150 Interfund Revenues – Calverton Sewer		500
173.092801.482200 Interfund Revenues – Water District		28,600
173.092801.482300 Interfund Revenues – Scavenger Waste		8,100
173.092801.483200 Interfund Revenues – Street Lighting		3,800
173.092801.483300 Interfund Revenues – Garbage District		3,600
173.092801.484000 Interfund Revenues – Highway District		45,200

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130092

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 92**

**GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 OF THE RIVERHEAD TOWN CODE TO SOUTHOLD MEDICAL ARTS INC. A/K/A EAST END EYE ASSOCIATES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Southold Medical Arts Inc. (hereafter referred to as East End Eye Associates) is the owner of the subject property located at 937 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map Number #600-131.-1-3; and

**WHEREAS**, East End Eye Associates has petitioned the Town Board for an excavation permit pursuant to Chapter 62 entitled "Excavations", of the Riverhead Town Code for the exportation of 200 cubic yards of soil for the construction of a 7,200 sq.ft. professional office building as depicted on a survey dated July 10, 2012, prepared by CBD Group, Architecture, Engineering and Planning, P.C.; and

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

**WHEREAS**, the applicant's engineers, Stephen S. Fontana and Salvatore Capitano, P.E., submitted a map, dated July 10, 2012, indicating a total of 200 cubic yards of soil is to be exported and such removal of material will be supported by a manifest from the owner and approved by the Town of Riverhead Engineering and Building Departments.

**NOW THEREFORE BE IT RESOLVED**, that based upon the foregoing, the Town Board hereby grants the excavation permit requested by the applicant, such excavation permit authorizing the exportation of not more than 200 cubic yards of soil in accordance with the application and calculations of CBD Group, Architecture, Engineering and Planning, P.C., pursuant to map dated July 10, 2012, submitted with the application for excavation; and be it further

**RESOLVED**, the Building Department is hereby authorized to accept and collect all excavation permit fees in the amount of \$400.00 dollars representing \$2.00 per cubic yard for the importation/exportation of said soils; and be it further

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

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

**RESOLVED**, that upon conclusion of the excavation operations, the applicant's engineer will provide certification to the Building Department confirming the total of 200 cubic yards was imported/exported from the property; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to CBD Group Architecture, Engineering and Planning, P.C., 29 Central Avenue, Hauppauge, NY, 11788; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130093

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 93**

**RIVERHEAD TOWN BOARD SUPPORTS SUFFOLK COUNTY LAND BANK  
APPLICATION TO EMPIRE STATE DEVELOPMENT CORPORATION**

THE FOLLOWING RESOLUTION WAS OFFERED BY SUPERVISOR Sean M. Walters, WHO MOVED ITS ADOPTION, SECONDED BY COUNCILMEN Gabrielsen  
TO WIT:

**WHEREAS**, the Suffolk County has determined that there are in excess of 50 tax delinquent, abandoned, environmentally-contaminated properties known as brownfields within Suffolk County, and

**WHEREAS**, due to liabilities associated with these properties and prohibitions contained in the Suffolk County Tax Act preventing the County from selling the delinquent tax liens on these parcels for less than the lien amount, the properties are not being returned to the tax rolls for proper redevelopment and mitigation of the public health and safety issues associated with these properties, and

**WHEREAS**, two of these properties have been identified as being located within the Town of Riverhead, and

**WHEREAS**, Suffolk County and its member municipalities have recognized the need to address the growing county-wide issue of these abandoned, tax delinquent brownfield properties, and

**WHEREAS**, in July 2011 in recognition of this growing problem, New York State passed the Land Bank Act, as Article 16 of the New York State Not-for-Profit Corporation Law, which authorizes any Foreclosing Governmental Unit to create a land bank to return tax delinquent, vacant, abandoned, and foreclosed properties to productive use, and

**WHEREAS**, county-wide land banks have proven highly successful in Michigan, Ohio, and other regions experiencing growing numbers of problem properties by successfully returning properties to productive use, and

**WHEREAS**, the County Executive and the Department of Economic Development and Planning, are seeking ways to work collaboratively with Suffolk County municipalities to address this issue, and

**WHEREAS**, the newly adopted state law establishes a competitive process to allow municipalities to create land banks but will only permit the formation of 10 land

banks throughout New York State, with no more than five land banks being approved with the second round of applications due to Empire State Development on January 31, 2013, and

**WHEREAS**, the Town of Riverhead is interested in exploring an intermunicipal cooperation agreement with Suffolk County, and

**WHEREAS**, the Town of Riverhead recognizes the dire need to address the growing vacant property crisis in Suffolk County.

**NOW THEREFORE BE IT RESOLVED**, that this Town Board supports the creation of a Land Bank as an essential strategy in dealing with tax delinquent, abandoned potentially environmentally-contaminated properties known as brownfields, and be it further

**RESOLVED**, the Town Board supports the creation of a Land Bank by Suffolk County as Suffolk County is the Foreclosing Governmental Unit for all of the municipalities within Suffolk County, and be it further

**RESOLVED**, the Town Board goes on record as fully supportive of Suffolk County's application to Empire State Development to create a Land Bank, and be it further

**RESOLVED**, the Town Board strongly urges Empire State Development to approve Suffolk County's application as Long Island desperately needs creative, new strategies to address the crippling problem of vacant and abandoned properties, and be it further

**RESOLVED**, the Town of Riverhead will play an active role in the identification of properties, the timing of transfer, as well as planning and implementation strategies to address the problem of tax delinquent, abandoned environmentally-contaminated properties known as brown fields through the Suffolk County Land Bank, and be it further

**RESOLVED**, that certified copies of this resolution shall be forwarded to the Suffolk County Executive, the Commissioner of the Department of Economic Development and Planning, and the Suffolk County Legislature.

### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130094

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 94**

**CLASSIFIES ACTION ON SPECIAL PERMIT OF  
DR. JEFFREY NAZAR AND CALLS PUBLIC HEARING**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from James De Lucca as authorized agent to Dr. Jeffrey Nazar to construct a one story professional office building of 3,575sq.ft. together with related improvements to join existing one story buildings of 3,586 and 3,588sq.ft. The petition's made pursuant to Section 108-51A of the Riverhead Town Code as expansion of a preexisting nonconforming medical office use on a 2.52ac. parcel zoned Rural Corridor (RLC); such property being located at 189 Main Road (SR25), Aquebogue and more particularly described as SCTM 0600-85-2-96.6, and

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

**WHEREAS**, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c)(7) as expansion of a non residential facility by less than 4,000sq.ft. gfa. and not requiring a zone change or use variance, and

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

**WHEREAS**, the applicant has obtained prerequisite relief from the Zoning Board of Appeals and also has the approval of the Riverhead Conservation Advisory Council and the Town Board desires to proceed with the requisite public hearing, now

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

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's agent James V. De Lucca, RA, 12 Linda Lane East, Riverhead, NY 11901

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Ave., Riverhead, New York on February 20, 2013 at 7:15 PM to consider the special use permit of Dr. Jeffrey Nazar to construct a one story professional office building of 3,575sq.ft. thereby expanding a preexisting nonconforming use on a 2.52ac. parcel zoned Rural Corridor (RLC); such property being located at 189 Main Road (SR25), Aquebogue and more particularly described as SCTM 0600-85-2-96.6

Dated: Riverhead, New York  
February 5, 2013

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

02.05.13  
130095

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 95**

**RESOLUTION FOR ESTABLISHMENT OF PREFERANCE FOR WORKFORCE  
HOUSING FOR THE SUMMERWIND PROJECT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board approved a site plan was submitted by NF Management, to demolish the existing structures and construct a four story mixed use structure with 8,686 sq. ft. footprint and 2,278 sq. ft. of covered walkways on May 7<sup>th</sup>, 2009; and

**WHEREAS**, the structure will contain a 100 seat restaurant, 5,700 sq. ft. of retail and 52 workforce apartment units upon real property located at 40 Peconic Avenue in Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-128-6-81, 82 & 86.3; and

**WHEREAS**, the applicant has made application for financial subsidy for the workforce housing through County Office of Economic Development and Workforce Housing also described as "Next Generation Housing"; and

**WHEREAS**, the Town Board of the Town of Riverhead supports the grant of a seventy-five percent (75%) preference for those applicants who live and/or work in the Town of Riverhead and/or the Riverhead Central School District seeking workforce housing;.

**NOW THEREFORE BE ITRESOLVED**, that the Town Board of the Town of Riverhead, be and hereby, approves the creation of aseventy-five percent (75%) preference for those applicants who live and/or work in the Town of Riverhead and/or the Riverhead Central School District; and

**BE IT FURTHER RESOLVED**, that the Clerk for the Town Board is hereby authorized to forward a certified copy of this resolution to Jill Rosen-Nikoloff, Director of Real Estate, Affordable Housing Division, County of Suffolk, H. Lee Dennison Building, 100 Veterans Highway, Hauppauge, NY 11788; and NF Management, P.O. Box 696, Aquebogue, NY 11931; and



**TOWN OF RIVERHEAD**

**Resolution # 96**

**ORDER CALLING PUBLIC HEARING REGARDING EXTENSION AND IMPROVEMENTS TO FACILITIES OF RIVERHEAD SEWER DISTRICT 21<sup>ST</sup> CENTURY ONCOLOGY- OLD COUNTRY RD., RVHD.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, it is necessary that a public hearing be held in accordance with the provisions of Section 202-b of the Town Law on the question of the extension of boundary of the Riverhead Sewer District and the existing sanitary wastewater collection facilities to accommodate sewer connection for the proposed 21<sup>st</sup> Century Oncology Center located at Old Country Road, Riverhead, NY to include within the district premises described as Suffolk County Tax Map NO. 0600-108-03-24 as more particularly shown on the attached map and plan dated January 23, 2013 as prepared by H2M Group as consulting engineers of the Riverhead Sewer District, and

**WHEREAS**, said improvements are proposed at no cost to the district but at proposed cost of \$530,000.00 to the applicant and additional payment of \$22,218 "No Net Nitrogen Increase" charges.

**NOW THEREFORE IT IS HEREBY ORDERED**, by the Town Board of the Town of Riverhead, as follows:

1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 20th day of February, 2013 at 7:05 p.m. on the question of the increase and improvement of the facilities of the Riverhead Sewer District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons in the subject thereof, concerning the same, and to take such action as is required or authorized by law.
2. The Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in the February 7, 2013 edition of The News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy thereof to be posted on the sign board of the town, such publication and posting to be made not less than ten nor more than twenty days before the date designated for the public hearing.

3. The project described in the preambles hereto is hereby determined to be an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.
4. This order shall take effect immediately.

**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.

Dated: Riverhead, NY  
February 5, 2013

BY ORDER OF THE TOWN BOARD OF  
THE TOWN OF RIVERHEAD,  
SUFFOLK COUNTY, NY

DIANE M. WILHELM, TOWN CLERK

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

# MAP AND PLAN

## 21<sup>ST</sup> CENTURY ONCOLOGY LOW PRESSURE SEWER CONNECTION AND SEWER DISTRICT EXTENSION

**TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK**

**Sean M. Walter**  
Supervisor

**Town Board**  
John Dunleavy  
George Gabrielsen  
Jodi Giglio  
James Wooten

**Michael P. Reichel**  
Superintendent



H2M Project No.: RDSD 11-01

**JANUARY 23, 2013**

**Prepared for:**  
Town of Riverhead

**Prepared by:**  
Holzmacher, McLendon & Murrell, P.C.  
175 Pinelawn Road, Suite 308  
Melville, New York 11747



architects + engineers

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



**TABLE OF CONTENTS**

<b>1</b>	<b>INTRODUCTION.....</b>	<b>1</b>
<b>2</b>	<b>DESCRIPTION OF LOW PRESSURE SEWER CONNECTION PLAN.....</b>	<b>2</b>
<b>3</b>	<b>APPLICANT’S ON-SITE SEWER SYSTEM.....</b>	<b>3</b>
<b>4</b>	<b>IMPACTS OF PROPOSED CONNECTION.....</b>	<b>4</b>
<b>4.1</b>	<b>OSTRANDER AVENUE AREA GRAVITY SEWER, PUMP STATION AND FORCE MAIN.....</b>	<b>4</b>
<b>4.2</b>	<b>ELTON STREET AREA GRAVITY SEWERS.....</b>	<b>4</b>
<b>4.3</b>	<b>HOWELL AVENUE PUMP STATION AND FORCE MAIN.....</b>	<b>5</b>
<b>4.4</b>	<b>WASTEWATER TREATMENT FACILITY.....</b>	<b>5</b>
<b>5</b>	<b>PROJECT COST OPINION.....</b>	<b>5</b>

**TABLES**

<b>TABLE 1 - TOTAL COST OPINION .....</b>	<b>7</b>
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**EXHIBITS**

Exhibit I	21 <sup>st</sup> Century Oncology Center Conceptual LPS and Gravity Connection Schematic
Exhibit II	April 12, 2011 Site Plan and Detail Drawings prepared by Young & Young
Exhibit III	E-One Duplex LPS Pump Station
Exhibit IV	Typical Low Pressure Sewer Building Connection Schematic

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



**1 INTRODUCTION**

This report details the necessary measures and costs associated with extending the Sewer District boundary and the existing sanitary wastewater collection facilities of the Riverhead Sewer District to accommodate the sewer connection for the proposed 21<sup>st</sup> Century Oncology Center. The property is identified by Tax Map Lot Number – 0600-108-03-24 and is located on the north side of Old Country Road (C.R. 58), approximately 400 feet west of the intersection with Ostrander Avenue, Riverhead, New York.

The property is approximately 1.9 acres in area with an existing 21,156 square feet (SF), one (1) story building. The estimated average daily sanitary wastewater discharge for this property is 2,116 gpd, based on the Suffolk County Department of Health Services standard of 0.10 gpd per SF for a medical arts building space. Since this site is located within Suffolk County’s Groundwater Management Zone (GWMZ) IV, the allowable maximum wastewater flow for on-site sanitary discharge is 600 gallons per day (gpd) per acre. Based on this standard, the allowable on-site discharge for this property is 1,135 gpd (600 gpd/acre x 1.8921 acres). As such, the estimated flow exceeds the allowable flow of GWMZ IV and therefore, requires a connection to a sewerage treatment system.

A list of the existing facilities that are impacted by the proposed project are listed below:

- ▶ Ostrander Avenue area gravity sewers, pump station and force main
- ▶ Elton Street area gravity sewers
- ▶ Howell Avenue Pump Station and force main
- ▶ Riverhead Sewer District Advanced Wastewater Treatment Facility

In accordance with NYS Town Law Section 202(b), this “Map & Plan” contains the project cost opinion for making the capital improvements for the proposed 21<sup>st</sup> Century Oncology Center sewer connection to the Riverhead Sewer District.

The applicant petitioned the Riverhead Town Board for an extension of the sewer system to incorporate the property of their proposed project. Information regarding this project was submitted to Holzmacher, McLendon, & Murrell, P.C. (H2M) for the preparation of this Map & Plan. Since the Sewer District’s existing gravity sewers do not extend to the boundaries of the applicant’s property, governing laws, rules and regulations indicate the applicant is responsible to fund the capital improvements to the Riverhead sewer system that are necessary to adequately service their property. The proposed connection includes the installation of a new low pressure sewer (LPS) main and an extension to the existing gravity sewer on Ostrander Avenue.

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



**2 DESCRIPTION OF LOW PRESSURE SEWER CONNECTION PLAN**

The location of the 21st Century Oncology Center is shown in Exhibit I – 21st Century Oncology Center Conceptual LPS and Gravity Connection Schematic. The facility is proposed to be constructed on the site of the old P.C. Richard building located on the north side of C.R. 58, approximately 400 feet east of the intersection with Ostrander Avenue. The estimated total average daily design flow of 2,116 gallons per day has been determined by the applicant's representative, Young & Young and is presented on the Site Plan and Detail Drawings, Sheet 2 of 3 dated April 12, 2011. This site plan and detail is presented in Exhibit II.

The Young & Young drawing indicates the facility would be serviced via a new gravity sewer connection from the proposed facility to an existing gravity system on Ostrander Avenue. Flow from the facility would discharge from the building connection to a new sanitary manhole located south of the property line in the sidewalk on the north side of C.R. 58. The sewer would continue south across C.R. 58, then turn east below the sidewalk on the south side of C.R. 58 to Ostrander Avenue. The sewer would continue approximately 50 LF south easterly to discharge to existing manhole SMH#2. However, this option was dismissed from further consideration due to the existing utilities and impacts to vehicular traffic during construction.

Following further discussions with Superintendent Michael P. Reichel, it was decided that the facility would be serviced via a new low pressure sewer (LPS) system. Refer to Exhibit I for a conceptual layout of the LPS and gravity sewer extension. The LPS main will be installed below the sidewalk on the north side of C.R. 58. A 1 ¼-inch building connection lateral will be provided for the Oncology Center from the LPS main to the facility property line. Approximately 390 LF of 2-inch diameter, HDPE DR-9, LPS will be installed via directional drilling from the 21st Century Oncology Center property to a new sanitary manhole, referred to as SMH #2.1. The use of directional drilling will allow access to be maintained to the driveways to the two businesses along the route of the pipe. Manhole #2.1 will be located on the north side of the intersection of C.R. 58 and Ostrander Ave. Manhole SMH#2.1 will have an 8-inch diameter, DR-18, PVC pipe stub connection installed on the east side and a 2-inch diameter, DR-9 HDPE pipe stub connection installed on the north side of the manhole to provide for the future use of the Sewer District. Approximately 200 LF of 8-inch diameter DR-18 PVC gravity pipe will be installed via open cut construction from SMH#2.1 to SMH#2 at minimum slope of 0.4%.

The gravity sewer portion of this installation will be impacted by several area conditions. These include: high traffic volumes and a Suffolk County Department of Public Works (SCDPW) requirements for open cut construction across C.R. 58. Reportedly, Young & Young received prior permission from SCDPW to

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



install the entire gravity line via open cut construction. The condition of the approval includes the restoration of the entire intersection of C.R. 58 and Ostrander Avenue. The costs associated with the milling and restoration of this intersection as per SCDPW requirements is included in the cost opinion. A Town of Riverhead road opening permit shall also be obtained for work installed on Ostrander Avenue (approximately 125 feet).

LPS systems have been used extensively to facilitate development in the Village of Patchogue. However, this will be the first LPS installation for the Town of Riverhead and will be treated as a test case. As such, the Town of Riverhead will develop a program to conduct an evaluation of the LPS system on an annual basis.

The Riverhead Sewer District requires the consulting engineer retained by the Sewer District (H2M) to apply for permits and prepare the plans and specifications for publically bidding the project. The costs for said services are always the responsibility of the applicant. Construction administration required to construct the off-site low pressure sewer and gravity sewer would also remain the responsibility of the applicant. The inspection of the construction will be performed by the consulting engineer retained by the Sewer District with all costs paid for by the applicant. This is required by the Sewer District to monitor the quality of the work installed.

The applicant shall deposit all funds with the Town of Riverhead prior to the beginning of any engineering or physical construction. The funds are listed in Table 1. Any temporary or permanent easements that are necessary to install the gravity sewer along the County Rt. 58 right-of-way shall be obtained by the applicant at their own costs.

**3 APPLICANT'S ON-SITE SEWER SYSTEM**

The SCDHS will require that the applicant make a submittal to abandon the existing on-site sanitary disposal system. Sampling may be conducted to determine if any remediation is required before the system is abandoned. The cost for the abandonment is not included in the cost opinion.

A new 6-inch diameter DR-18, PVC building sewer pipe with a minimum slope of 2.0% will be required. The sewer connection will discharge to a new LPS pump station installed near the building. The facility LPS connection has been evaluated based on using an E-One Duplex grinder pump station. The E-One station was chosen because it utilizes positive displacement grinder pumps. Grinder pumps grind solids of all types into fine particles that can easily pass through the pump and LPS force main. The positive displacement type pump can operate across a wide range of flow and head conditions. Refer to Exhibit III for a catalog cut of the duplex pump station. The control panel is required to include a generator

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



receptacle and auto transfer switch so backup power can be supplied to prevent sanitary flow from backing up at the facility during power outages. The building owner is responsible for emergency power. The control panel shall be mounted in the vicinity of the pump station. A 1 ¼-inch HDPE low pressure sewer pipe will be used between the pump station and the low pressure sewer building lateral (stub connection) located at the property line. Refer to Exhibit IV for a typical LPS building connection schematic. The pump station will act as a sample manhole should collection and analysis be necessary to characterize the wastewater from the building.

The connection between the building pipe and the low pressure sewer pump station, and discharge pipe to the stub connection at the property line is designed by the applicant's site engineer in accordance with the requirements of the Suffolk County Department of Health Services (SCDHS) and the Riverhead Sewer District's Sewer Use Ordinance. In addition to the above installation, the applicant will also have to obtain the necessary permits and provide for the required SCDHS inspections.

**4 IMPACTS OF PROPOSED CONNECTION**

**4.1 Ostrander Avenue Area Gravity Sewer, Pump Station and Force Main**

The Ostrander Avenue sanitary sewer collection system extends approximately 3,500 feet south to the Ostrander Avenue Wastewater Pumping Station. Effluent from this station is pumped 1,000 feet south to manhole number 269 located at the intersection of Ostrander Avenue and Elton Street. The estimated peak flow from the applicant's proposed facility, 6.5 gallons per minute (gpm), and (2,116 gpd x 4.4 pf ÷ 1,440 min/day) amounts to approximately 1% of the conveyance capacity of this collection/transmission system. This flow is not significant enough to provide further evaluation or to assess an impact cost. Future connections to this system from additional CR-58 properties may require more detailed investigations on available capacity.

**4.2 Elton Street area Gravity Sewers**

The wastewater flows from manhole number 269 through the gravity sewer system easterly on Elton Street for approximately 470 feet to Newton Avenue. From this intersection, the wastewater flows southerly approximately 450 feet to an easement running easterly over to and crossing Fishel Avenue for a distance of approximately 660 feet to the Howell Avenue Pump Station. Because of the increase in diameter of the gravity sewers leading to the Howell Avenue Pump Station, the peak flow from the proposed oncology facility becomes even less significant.

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



**4.3 Howell Avenue Pump Station and Force Main**

Howell Avenue Pump Station and force main are designed to convey the Sewer District's projected upstream build-out flows with a sufficient safety factor that will allow for the connection of the subject property. The estimated build-out peak sanitary wastewater flow for the Howell Avenue Pump Station is 2,000 gpm. The sanitary wastewater flow from the proposed facility is 0.3% of the combined build-out peak flow rate for the Howell Avenue Pump Station and this facility ( $6.5 \text{ gpm} \div 2,000 \text{ gpm} \times 100$ ).

**4.4 Wastewater Treatment Facility**

The existing Riverhead Advanced Wastewater Treatment Facility has sufficient hydraulic capacity to handle the projected wastewater flow from the proposed 21st Century Oncology facility. The SPDES permitted average daily flow to the sequencing batch reactor (SBR) process facility is 1.2 million gallons per day (MGD). The approximate current average daily flow to the SBR facility is 0.98 MGD.

**5 PROJECT COST OPINION**

Table 1 presents the estimated costs for the construction and installation of the low pressure sewer and the gravity sewer for the connection of the 21st Century Oncology Center property. The installation of the LPS has been estimated based on directional drilling and the gravity sewer has been based on open cut construction.

The design and construction application fees and costs for required approvals and permits associated with any upgrade of the existing sewage conveyance and collection facilities and the installation of new gravity sewer pipe in state, county, town, and local roadways and easements are included in the cost opinion.

The cost opinion is the approximation of the cost of the project as it has been identified herein this document, which may change during design due to unanticipated conditions. The cost opinion is the product of a cost estimating process that attempts to take into account the following elements:

1. Difficulty to construct the project,
2. Anticipated means and methods of qualified and competent contractors who have the pre-requisite experience with the size and complexity of the project,
3. Escalation for labor and fringe benefits necessary to construct the project,
4. Insurance and cost of obtaining bonds and warranties that are in accordance with industry standards,

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



5. A construction schedule that takes into account the optimum time to gain regulatory approvals, advertise for bids, timely award and execution of the construction contract(s), and the season and weather conditions that impact the construction period,
6. Inflation and the economic climate (bidding environment) when the project is to be undertaken,
7. Estimated quantities and projected unit prices for items that will be incorporated into the project,
8. An approximation of the detailed design elements that are usually added during consultation with the client, regulatory agencies, and stakeholder input,
9. Direct costs for contractor general requirements, which includes such items as project management and coordination, quality control, temporary facilities and controls, cleaning and waste management.
10. Reasonable and customary indirect costs for profit, overhead and contractor contingencies are used by the bidder,
11. And, an adequate contingency based on the degree of assumptions and unknowns involved with implementing the construction.

The cost opinion is predicated on the project consistently moving forward without delays that are out of the control of the designer.

The costs for the extension of the District's facilities, a proportionate share for the upgrade of the District's collection and conveyance system (as may be required), on-site collection system and the payment of Sewer District's "No Net Nitrogen Increase" charges are the sole responsibility of the property owner (applicant). The "No Net Nitrogen Increase" charge is currently \$10.50 per gallon average daily flow per day. Consequently, the applicant is also required to pay \$22,218 (2,116 gpd x \$10.50/gal).

It is incumbent on the Town to ensure the quality of the design, materials and installation. Consequently, the costs for these inspections and examinations are included in Table 1.

The Town Engineer's services for the inspection of the on-site pump station and low pressure sewer pipe (Item #8) are estimated to be \$2,990 over a one month period (1 month x 23 days per month x 1 hour per day x \$130 per hour). The inspection time is based on the construction period. Therefore, if the construction lasts more than the period indicated above, then the engineering inspection time will increase to coincide with the construction. Conversely, if the construction is completed in less time than the estimated periods, the inspection time and effort would be less than the estimated amount. It is the applicant's sole responsibility to pay all costs associated with the connection, including the Town's

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
MAP AND PLAN – 21<sup>ST</sup> CENTURY ONCOLOGY  
LOW PRESSURE SEWER CONNECTION  
AND SEWER DISTRICT EXTENSION**



engineering expense to ensure that the system is installed properly. The costs to obtain easements are also the responsibility of the applicant.

**Table 1 - Total Cost Opinion**

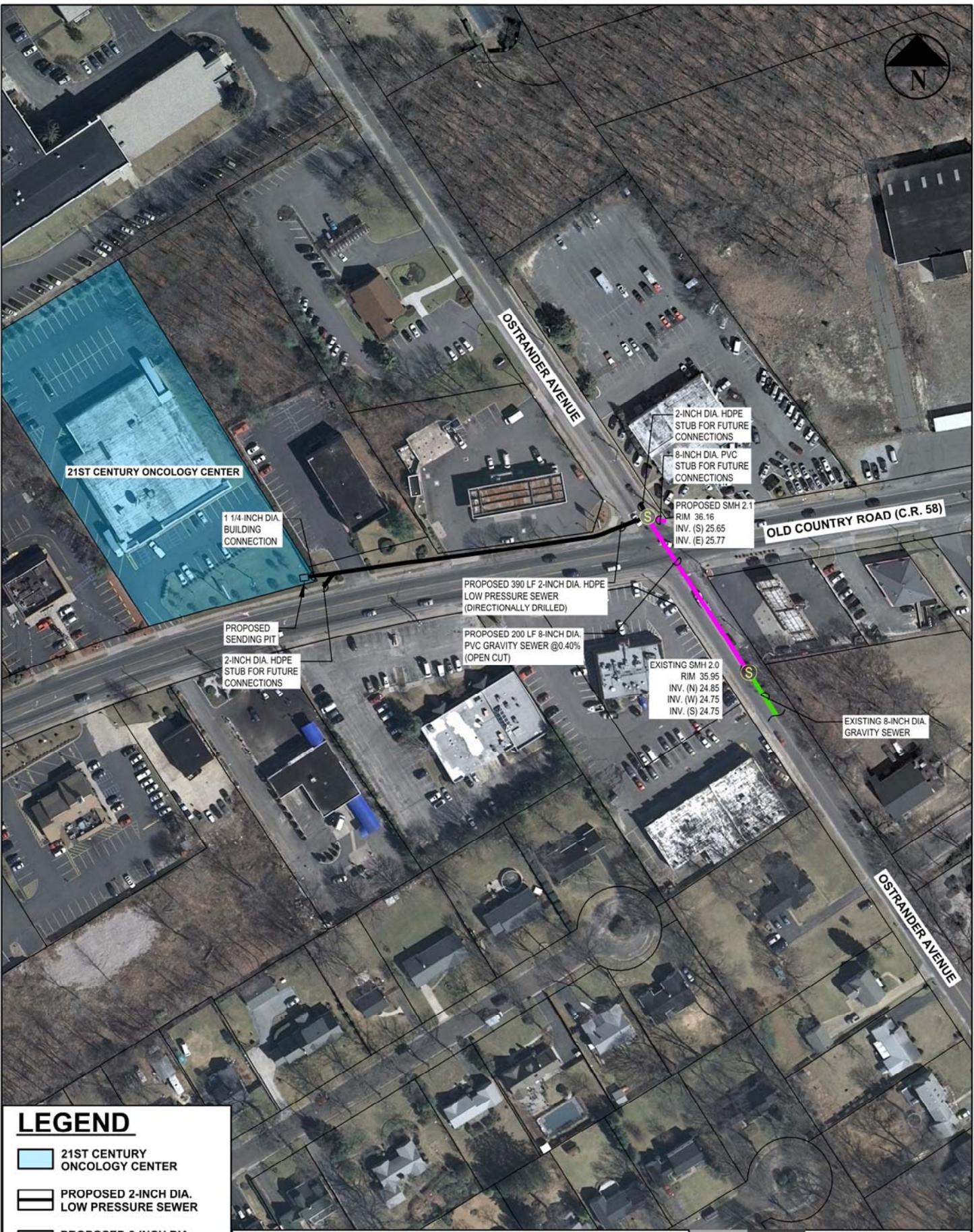
<b>No.</b>	<b>Cost Element</b>	<b>Estimated Amount</b>
1	Low Pressure Sewer and Gravity Sewer Construction	\$377,000
2	Engineering Design	\$33,900
3	Construction Administration	\$11,300
4	Construction Observation (Off-Site LPS and Gravity Sewer)	\$39,000
5	Topographic Survey and Utility Mark-Out	\$10,000
6	Printing	\$2,000
7	Soil Borings	\$4,000
8	Town Engineer Inspection of On-Site LPS line and Pump Station (Hourly Rate)	\$2,990
9	Extension of Sewer District Fee (NYSDEC Approval)	\$5,000
10	No Net Nitrogen Increase Charge (\$10.50 per gpd x 2,116 gpd)	\$22,218
11	Project Contingency	\$20,000
	<b>Total...</b>	<b>\$527,408</b>
	<b>SAY</b>	<b>\$530,000</b>

The total project cost is estimated to be approximately \$530,000, based on a construction start date in 2013.

# **EXHIBIT I**

21<sup>ST</sup> Century Oncology Center Conceptual LPS

and Gravity Connection Schematic



21ST CENTURY ONCOLOGY CENTER

1 1/4-INCH DIA. BUILDING CONNECTION

PROPOSED SENDING PIT

2-INCH DIA. HDPE STUB FOR FUTURE CONNECTIONS

PROPOSED 390 LF 2-INCH DIA. HDPE LOW PRESSURE SEWER (DIRECTIONALLY DRILLED)

PROPOSED 200 LF 8-INCH DIA. PVC GRAVITY SEWER @0.40% (OPEN CUT)

2-INCH DIA. HDPE STUB FOR FUTURE CONNECTIONS

8-INCH DIA. PVC STUB FOR FUTURE CONNECTIONS

PROPOSED SMH 2.1  
RIM 36.16  
INV. (S) 25.65  
INV. (E) 25.77

EXISTING SMH 2.0  
RIM 35.95  
INV. (N) 24.85  
INV. (W) 24.75  
INV. (S) 24.75

OLD COUNTRY ROAD (C.R. 58)

EXISTING 8-INCH DIA. GRAVITY SEWER

OSTRANDER AVENUE

### LEGEND

-  21ST CENTURY ONCOLOGY CENTER
-  PROPOSED 2-INCH DIA. LOW PRESSURE SEWER
-  PROPOSED 8-INCH DIA. GRAVITY SEWER
-  EXISTING 8-INCH DIA. GRAVITY SEWER
-  GRAVITY SEWER MANHOLE

## EXHIBIT I - 21ST CENTURY ONCOLOGY CENTER CONCEPTUAL LPS AND GRAVITY CONNECTION SCHEMATIC

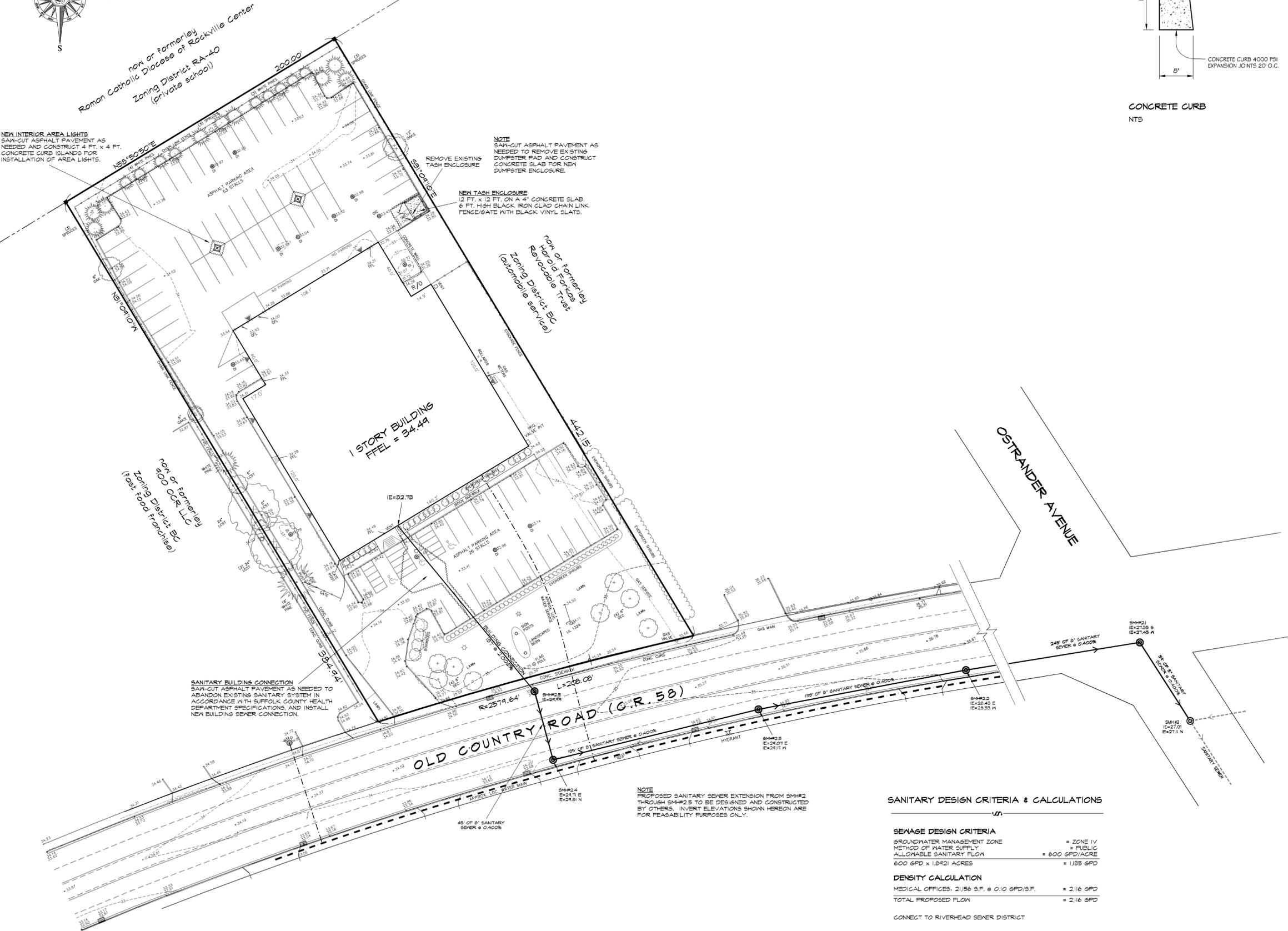
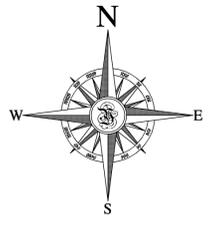
H	2	architects + engineers
	M	
Melville, NY New City, NY		Albany, NY Parsippany, NJ

## **EXHIBIT II**

April 12, 2011 Site Plan and Detail Drawings

Prepared by Young & Young

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 1309 OF THE NEW YORK STATE EDUCATION LAW. (3) DISTANCES SHOWN HEREIN FROM PROPERTY LINES TO EXISTING STRUCTURES ARE FOR A SPECIFIC PURPOSE AND ARE NOT TO BE USED TO ESTABLISH PROPERTY LINES OR FOR DIRECTION OF FENCES. (4) COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. (5) CERTIFICATION REQUIRED HEREIN SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND TO HIS BENEFIT TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEE OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OF SUBSEQUENT OWNERS. (6) THE LOCATION OF WELLS, SEPTIC TANKS (ST) & SEPTIC PITS (SP) SHOWN HEREON ARE FROM FIELD OBSERVATIONS AND OF DATA OBTAINED FROM OTHERS.



400 Ostrander Avenue, Riverhead, New York 11901  
tel. 631.727.2303 fax. 631.727.0144  
admin@youngengineering.com

**Young & Young**

Howard N. Young, Land Surveyor  
Thomas C. Wolpert, Professional Engineer  
Douglas E. Adams, Professional Engineer

Robert C. Tost, Architect

**ENGINEER'S CERTIFICATION**

\_\_\_\_\_

HOWARD N. YOUNG, N.Y.S. L.S. NO. 45898a  
THOMAS C. WOLPERT, N.Y.S. P.E. NO. 61483  
DOUGLAS E. ADAMS, N.Y.S. P.E. NO. 60847

**SURVEYOR'S CERTIFICATION**

\_\_\_\_\_

HOWARD N. YOUNG, N.Y.S. L.S. NO. 45898a

**ONCOLOGY CENTER**  
**21st CENTURY ONCOLOGY**  
at Riverhead, Town of Riverhead  
Suffolk County, New York

**SITE PLAN & DETAILS**

County Tax Map District 600 Section 10B Block 03 Lot 24

MAP PREPARED MAR. 01, 2011  
FIELD SURVEY COMPLETED FEB. 23, 2011

RECORD OF REVISIONS

RECORD OF REVISIONS	DATE
GENERAL AMENDMENTS	APR. 12, 2011

Scale: 1" = 30'

JOB NO. 2011-0011  
DWG. 2011\_001\_pre.sp

2 of 3

DWG FILE: R:\2011\0011\_0011\_0011.dwg  
 PLOTTED BY: HJ  
 PLOT DATE: Apr 12, 2011 - 8:41am

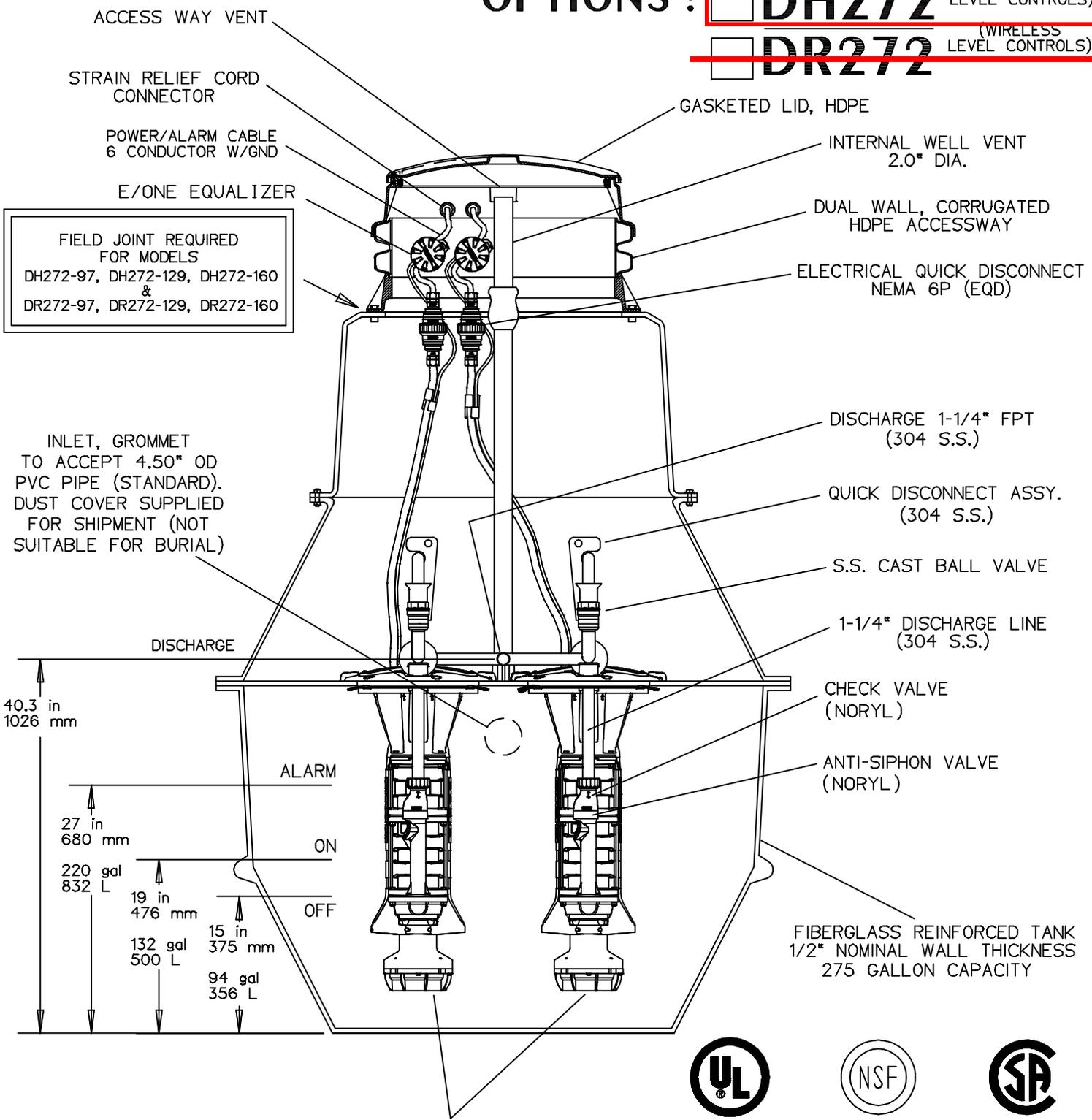
□ = MONUMENT SET    ■ = MONUMENT FOUND    △ = STAKE SET    ▲ = STAKE FOUND    ○ = DRAINAGE INLET    CIG = CAST IRON COVER

**EXHIBIT III**

E-One Duplex LPS Pump Station

OPTIONS :  **DH272** (HARD WIRED LEVEL CONTROLS)

~~**DR272** (WIRELESS LEVEL CONTROLS)~~



FIELD JOINT REQUIRED FOR MODELS  
DH272-97, DH272-129, DH272-160  
&  
DR272-97, DR272-129, DR272-160

INLET, GROMMET TO ACCEPT 4.50\"/>

40.3 in  
1026 mm

27 in  
680 mm

220 gal  
832 L

19 in  
476 mm

15 in  
375 mm

132 gal  
500 L

94 gal  
356 L

ALARM

ON

OFF

SEMI-POSITIVE DISPLACEMENT TYPE PUMP.  
EACH DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED  
SEE INSTALLATION INSTRUCTIONS  
FOR DETAILS



AD	CH	10/20/10	C	
DR BY	CHK'D	DATE	ISSUE	SCALE



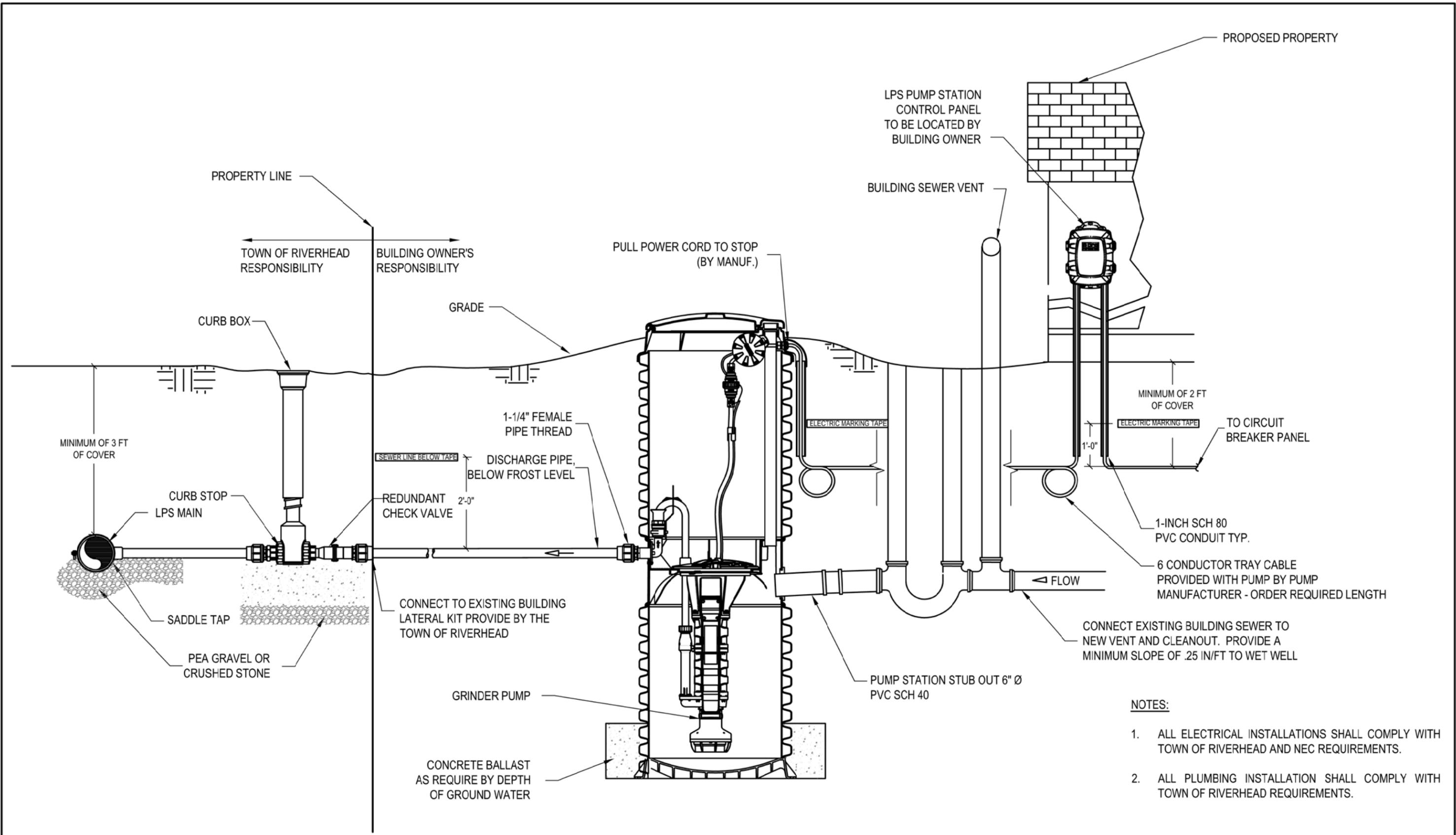
MODEL DH272 / DR272  
DETAIL SHEET

NA0053P02

**EXHIBIT IV**

Typical Low Pressure Sewer Building

Connection Schematic



- NOTES:**
1. ALL ELECTRICAL INSTALLATIONS SHALL COMPLY WITH TOWN OF RIVERHEAD AND NEC REQUIREMENTS.
  2. ALL PLUMBING INSTALLATION SHALL COMPLY WITH TOWN OF RIVERHEAD REQUIREMENTS.

**EXHIBIT IV -  
TYPICAL LOW PRESSURE SEWER  
BUILDING CONNECTION SCHEMATIC**

H	2	M	architects + engineers
	Melville, NY Pineblawn, NY New City, NY		Albany, NY Parsippany, NJ

M:\cadd\RDSD1101E-ONE INSTALLED-LAT-MAIN SCHEMATIC.dwg Last Modified: Jan 17, 2013 - 3:22pm By: ebujari



Holzmacher, McLendon & Murrell, P.C.  
175 Pinelawn Rd, Ste 308, Melville, NY 11747  
tel 631.756.8000 fax 631.393.6322  
[www.h2m.com](http://www.h2m.com)

TOWN OF RIVERHEAD

Resolution # 97

**ORDER CALLING PUBLIC HEARING REGARDING IMPROVEMENTS TO  
FACILITIES OF RIVERHEAD SEWER DISTRICT TO RELOCATE EXISTING  
SANITARY SEWER  
841 OLD COUNTRY RD. – STOP & SHOP FUEL FACILITY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, it is necessary that a public hearing be held in accordance with the provisions of Section 202-b of the Town Law on the question of the increase and improvements to the facilities of the Riverhead Sewer District to relocate an existing sanitary sewer as more particularly shown on the attached map and plan dated January 23, 2013 as prepared by H2M Group as consulting engineers of the Riverhead Sewer District, and

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

**NOW THEREFORE IT IS HEREBY ORDERED**, by the Town Board of the Town of Riverhead, as follows:

1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 20th day of February, 2013 at 7:10 p.m. on the question of the increase and improvement of the facilities of the Riverhead Sewer District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons in the subject thereof, concerning the same, and to take such action as is required or authorized by law.
2. The Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in the February 7, 2013 edition of The News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy thereof to be posted on the sign board of the town, such publication and posting to be made not less than ten nor more than twenty days before the date designated for the public hearing.
3. The project described in the preambles hereto is hereby determined to be an “unlisted action” under the State Environmental Quality Review Act, the

implementation of which, as proposed, will not result in any significant environmental effects.

4. This order shall take effect immediately.

**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.

Dated: Riverhead, NY  
February 5, 2013

BY ORDER OF THE TOWN BOARD OF  
THE TOWN OF RIVERHEAD,  
SUFFOLK COUNTY, NY

DIANE M. WILHELM, TOWN CLERK

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

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

January 23, 2013

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

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

Dear Superintendent Reichel:

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

This document discusses the following:

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

### **Background**

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

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

Superintendent Michael Reichel  
Stop & Shop Fuel Facility – Sewer Main Relocation Map & Plan  
January 23, 2013  
Page 2 of 3

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

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

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

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

### **Sequence of Construction**

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

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

### **Project Cost Opinion**

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

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

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

**Table 1.** Project Cost Opinion

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

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

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

Very truly yours,

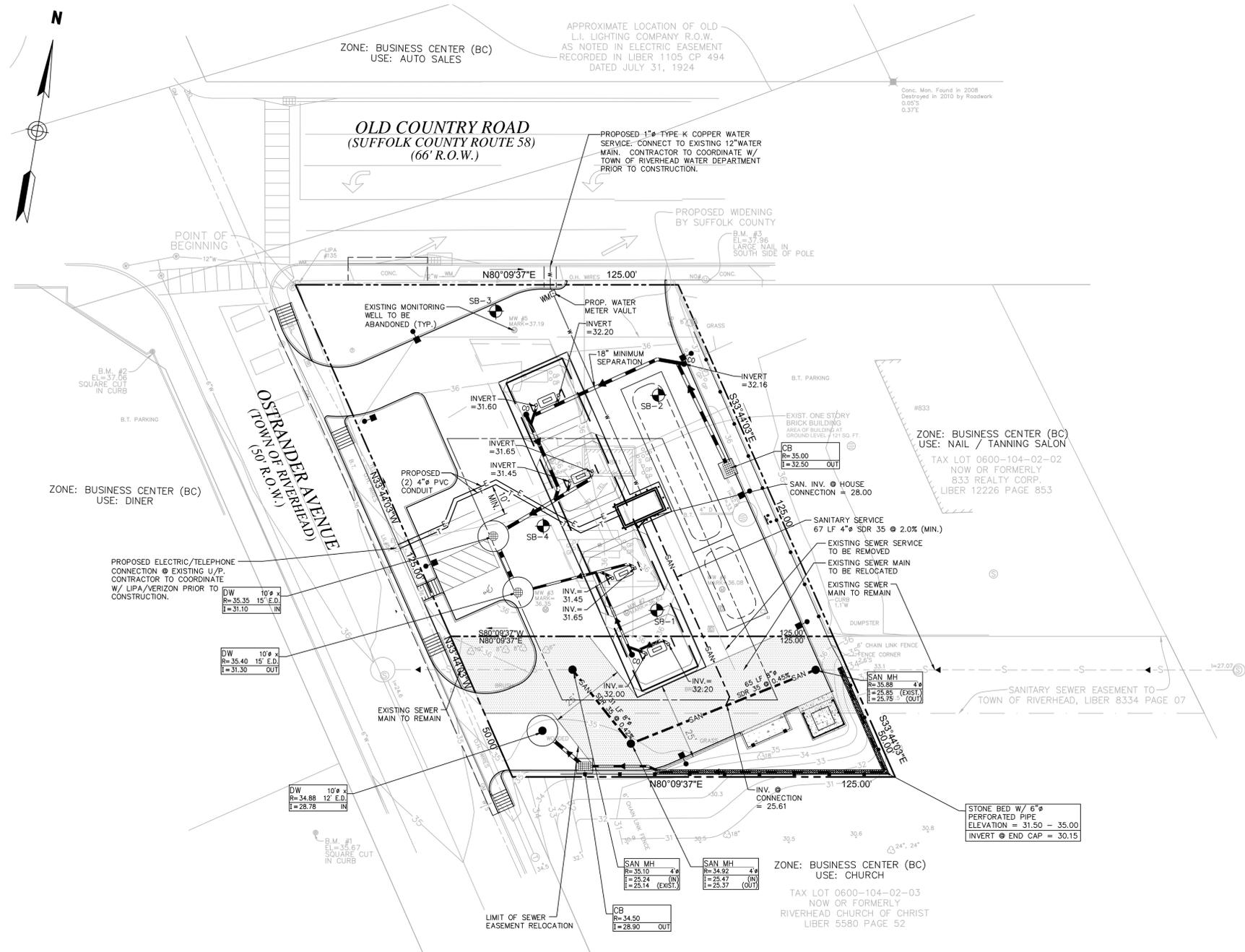
**HOLZMACHER, McLENDON & MURRELL, P.C.**

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

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



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



**Demolition Notes**

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

**Sanitary Calculations**

Determining Design Sewage Flow (Per SCDHS Standards)

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

**Legend**



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

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

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

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

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

**TOWN OF RIVERHEAD**

**Resolution # 98**

**AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Laboratory Procedures" to be held on June 10, 2013 through June 14, 2013; and

**WHEREAS**, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on June 10, 2013 through June 14, 2013; and be it

**RESOLVED**, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of \$1,350.00 (\$550.00 – course fee, \$375.00 – lodging and \$425.00 – meals and expenses) shall be reimbursed upon his return; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 99**

**AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Operations of Wastewater Treatment Plants" to be held on May 13, 2013 through May 24, 2013; and

**WHEREAS**, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on May 13, 2013 through May 24, 2013; and be it

**RESOLVED**, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of \$2,775.00 (\$975.00 – course fee, \$900.00 – lodging and \$900.00 – meals and expenses) shall be reimbursed upon his return; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130100

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 100**

**AWARDS BID – SANITARY PUMP STATION UPGRADES HANGAR PUMP  
STATION – CALVERTON SEWER DISTRICT  
CONTRACT NO. CASD 05-04 HPS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, this Town Board did authorize the advertisement for bids for project known as Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04 HPS of the Calverton Sewer District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Sewer District, by attached letter dated January 30, 2013 did recommend that the bid be awarded to Excav Services being the lowest responsible bidder at the total bid amount of \$233,994.90.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for project known as Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04HPS of the Calverton Sewer District, be and is hereby awarded to:

Excav Services  
PO Box 409  
Wading River, NY 11792  
Attn: Mr. Robert Governale, President  
In the bid amount of \$233,994.90

and be it further

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

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

**RESOLVED**, that the Town Supervisor be and is hereby authorized to execute a contract with Excav Services for this project, and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

175 Pinelawn Road, Ste 308  
Melville, NY 11747

tel 631.756.8000  
fax 631.393.6322

January 30, 2013

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

**Re: Town of Riverhead / Calverton Sewer District  
Sewer District Extension No. 1 (Burman)  
Calverton Sanitary Pump Station Upgrades  
Hangar Pump Station Re-Bid Recommendation  
Our File No.: CASD 1001/CASD 0504**

Dear Superintendent Reichel:

On January 25, 2013, five (5) bids were received for the referenced construction contract. The bid results follow:

BIDDER		TOTAL BASE BID*
1	Excav Services	\$233,994.90
2	Bensin Contracting, Inc.	\$296,000.00
3	K & G Power Systems	\$349,000.00
4	R&J Industries	\$378,840.00
5	Bancker Construction Corp.	\$382,000.00

\* Includes Cash Allowances Totaling \$50,000

H2M's construction cost opinion for the revised rebid work was \$330,000.00. Consequently, the bid is within budget.

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

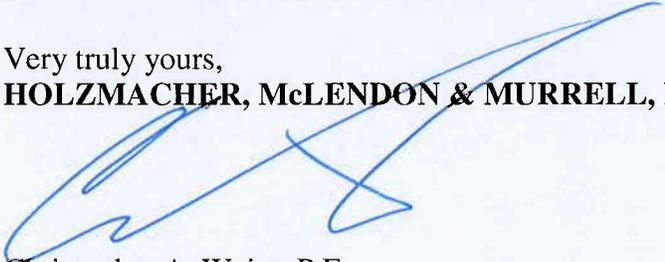
Therefore, we recommend that the contract be awarded to Excav Services for TWO HUNDRED THIRTY THREE THOUSAND NINE HUNDRED NINETY FOUR DOLLARS AND NINETY CENTS (\$233,994.90). They can be reached as follows: Mr. Robert Governale, President, Excav Services, PO Box 409, Wading River, New York 11792, (631) 929-1388.

Superintendent Michael P. Reichel  
Hangar Pump Station Re-Bid Recommendation  
Page 2  
January 30, 2013

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

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

Very truly yours,  
**HOLZMACHER, McLENDON & MURRELL, P.C.**



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

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

02.05.13  
130101

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 101**

**RESOLUTION TERMINATING BID AWARD/CONTRACT WITH METRO FUEL OIL CORP.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #507 adopted on July 3, 2012, authorized the Town Clerk to publish advertisement for Diesel Fuel for use in the Town of Riverhead; and

**WHEREAS**, pursuant to the bid specifications, all bids were to be received by the Town Clerk on or before 11:00 am on July 20, 2012; and

**WHEREAS**, on July 20, 2012, the bids were received, open and read aloud by the Town Clerk; and

**WHEREAS**, by Resolution #599 adopted on August 7, 2012, the Town Board awarded the bid for Diesel Fuel to Metro Fuel Oil Corp.; and

**WHEREAS**, Metro Fuel Oil Corp. informed the Town that it would be unable to make the scheduled delivery of diesel fuel at the Town Municipal Garage and, thereby, has failed to comply with the terms of the bid award/contract, to wit: failure to deliver diesel fuel.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby terminates the contract with Metro Fuel Oil Corp; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130102

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 102**

**AUTHORIZES EMERGENCY PURCHASE OF DIESEL FUEL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #507 adopted on July 3, 2012, authorized the Town Clerk to publish advertisement for Diesel Fuel for use in the Town of Riverhead; and

**WHEREAS**, pursuant to the bid specifications, all bids were to be received by the Town Clerk on or before 11:00 am on July 20, 2012; and

**WHEREAS**, on July 20, 2012, the bids were received, open and read aloud by the Town Clerk; and

**WHEREAS**, by Resolution #599 adopted on August 7, 2012, the Town Board awarded the bid for Diesel Fuel to Metro Fuel Oil Corp.; and

**WHEREAS**, Metro Fuel Oil Corp. informed the Town that it would be unable to make the scheduled delivery of diesel fuel at the Town Municipal Garage and, thereby, has failed to comply with the terms of the bid award/contract, to wit: failure to deliver diesel fuel; and

**WHEREAS**, the Town, by its various departments, including but not limited to Highway Department, Police Department, Ambulance, Sewer Department, Street Lighting Department, Engineering Department, all require diesel fuel to operate vehicles and machinery to perform their respective duties and responsibilities many critical to maintain the health, safety and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board does hereby declare that the shortage of diesel fuel due to the failure of vendor to make the scheduled deliveries resulting in termination and cancelation of the bid award for diesel fuel is a public emergency under General Municipal Law section 103(4); and be it further

**RESOLVED**, the Town Board of the Town of Riverhead hereby authorizes the Purchasing Department to make an emergency purchase of diesel fuel for such limited duration as is required to re-advertise and award a bid for diesel fuel; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130103

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 103**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR DIESEL FUEL  
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 7, 2013 issue of the News Review and;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of DIESEL FUEL for the use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on FEBRUARY 15, 2013 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on FEBRUARY 7<sup>TH</sup>, 2013 on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests, or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "DIESEL FUEL 2013". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

**Diane M. Wilhelm, Town Clerk**

02.05.13  
130104

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 104**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR HEATING FUEL  
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 HEATING FUEL FOR THE TOWN OF RIVERHEAD and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 14, 2013 issue of the News Review and;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of HEATING FUEL for the use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on FEBRUARY 25, 2013 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on FEBRUARY 14<sup>TH</sup>, 2013 on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests, or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "HEATING FUEL 2013". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

**Diane M. Wilhelm, Town Clerk**

02.05.13  
130105

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution # 105**

**AMENDS RESOLUTION # 59 OF 2013**  
**(PSA WITH SUFFOLK ONLINE ADVERTISING)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, by Resolution # 59, adopted on January 15, 2013, the Town Board approved the execution of a Professional Services Agreement with Suffolk Online Advertising at a cost not to exceed \$8, 435.00; and

**WHEREAS**, the total cost for the professional services rendered by Suffolk Online Advertising, as set forth in the agreement that was attached to Resolution # 59 was for a sum not to exceed \$8,470.00.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board be and hereby amends Resolution # 59, adopted on January 15, 2013 to reflect the proper amount as set forth in the Professional Services Agreement with Suffolk Online Advertising for a total sum not to exceed \$8,470.00, which Agreement shall be in substantially the same form annexed hereto; and be it further

**RESOLVED**, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Suffolk Online Advertising, 43 Warwick Row, Riverhead, New York 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130106

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 106**

**EXPRESSES SUPPORT FOR THE RELOCATION AND CONSTRUCTION OF  
A NEW ANIMAL SHELTER ON TOWN PROPERTY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Riverhead MTAS (Move the Animal Shelter) Inc. is a 501c organization whose goal is to generate donations for the relocation and construction of a new municipal animal shelter, and

**WHEREAS**, the Town seeks to commend the efforts and consistent fund raising efforts of the Riverhead MTAS, Inc.; and

**WHEREAS**, the North Fork Animal Welfare League is very supportive of Riverhead MTAS Inc.'s efforts to fund a new shelter for the Town of Riverhead; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby expresses support for the MTAS, Inc.'s efforts for fund raising activities for a new animal shelter to be located and constructed on Town property, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead MTAS, Inc., c/o Denise Lucas, P.O. Box 635, Riverhead, NY 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130107

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 107**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH NELSON, POPE & VOORHIS, LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead has been advised by the New York State Department of State that the Town is eligible for a Step 2 Nomination Brownfield Opportunity Areas (BOA) Grant in the amount of \$567,000.00; and

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

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

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

**WHEREAS**, on or about October 16, 2012, the Town of Riverhead awarded the Step 2 BOA nomination contract to Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00, based upon the New York State Department of State Step 2 Nomination BOA Grant award; and

**WHEREAS**, Nelson, Pope & Voorhis, LLC, is ready, willing and able to facilitate the Step 2 BOA nomination.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement with Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2013, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the “Town”) and Nelson, Pope & Voorhis, LLC, 572 Walt Whitman Road, Melville, New York, 11747, (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

Consultant shall facilitate a Nomination, defined as a recommended community economic re-development and revitalization plan or plan(s), for an approximate 452 acre area-corridor starting from the area near the Tanger Outlet Center located on Route 25 near the Long Island Expressway, as the western border, and proceeding in an easterly direction between the Peconic River and both sides of New York State Route 25 to Hubbard Avenue located in Downtown Riverhead, as the eastern border more clearly delineated on a map designated as Schedule A, as attached, and hereinafter referred to as the Brownfield Opportunity Area “BOA”.

Consultant and Town agree that the primary community revitalization objectives to be achieved in the Nomination include: Planning assistance to continue implementation of projects envisioned by numerous planning documents such as the Town of Riverhead Comprehensive Plan, The East Main Street Urban Renewal Plan, the Downtown Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space for the purpose of creating a revitalized BOA emphasizing and capitalizing on regional agro and eco-tourism, unique cultural attractions, a bustling and economically vibrant Main Street, an Arts District, a Historic District with protected historic buildings, as well as an expanded and economically improved waterfront area.

Consultant further agrees to provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the BOA with an emphasis on the identification and reuse potential of strategic sites that are catalyst magnets for revitalization. Consultant agrees that key project objectives include:

- a. Identifying and providing a clear description and justification of a manageable BOA and associated boundaries;
- b. Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the BOA, and techniques to enlist partners;
- c. Completing a comprehensive land use assessment and analysis of existing conditions in the BOA, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the BOA;

- d. Identifying strategic sites that represent key redevelopment opportunities and are catalysts for revitalization;
- e. Pursuant to the findings and analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization; and
- f. Providing a series of key and timely recommendations to serve as the basis for the Implementation Strategy.

Consultant and Town further agree that anticipated project objectives and benefits resulting from this project include a pedestrian-friendly hamlet center that serves as a center of community life and provides day-to-day shopping services for residents and visitors alike, as well as specialty shopping for tourists; a system of parks and greenways along the Peconic River that provide abundant recreational opportunities for all ages, economic groups, social groups and abilities; and improved access to waterfront areas for recreational purposes, including the Peconic River and Great Peconic Bay.

Consultant further agrees that the above-referenced project objectives shall be achieved in the form of a series of project components delineated as components 1 to 9 (as attached hereto as Schedule B) which shall be sequentially and timely achieved where practicable, possible, appropriate and logical, but nonetheless shall be ultimately completed as a condition for payment regarding services to be rendered. Consultant agrees to complete each and every project component in a manner that meets the approval of the New York State Department of State (hereinafter referred to as "NYSDOS") pursuant to the terms and conditions of the consultant work plan (attached hereto as Schedule C) and task breakdown/estimated hours/expected completion date plan (attached hereto as Schedule D) .

During the term of this Agreement, Consultant shall furnish the services set forth in the applicable schedules attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

## 2. TERM OF AGREEMENT

This Agreement shall commence on the date first above written and terminate upon satisfactory completion of all project components as determined by the Town and New York State Department of State (hereinafter referred to as "DOS"), as applicable. The project term shall be from March 2013 to September 2014.

Consultant agrees to complete each project component within 45 days of the last day of the month and year designated in the expected completion date plan (Schedule D) in relation to the designated component schedule. In the event Consultant fails to complete a project component within 45 days of the expected completion date, Consultant may request an extension from Town.

Upon extension request:

- a. Town must grant extension, upon good cause, to a mutually agreed-upon date.

- b. Town may deny request, absent good cause, and demand project component completion within 30 days of such denial. In the event any project component is not completed within 30 days of such denial Town may cancel Agreement upon 30 days written notice. Upon termination of the Agreement, Consultant shall only be entitled to payment for Town and NYSDOS-approved services rendered to date of written notice cancellation and only from DOS-approved grant monies.

### 3. PAYMENT

Consultant acknowledges, agrees and understands that the Town of Riverhead was awarded a Brownfield Opportunity Areas (BOA) Step 2 grant from NYSDOS regarding project objectives on or about May 18, 2011. Consultant further acknowledges and agrees that payment for services to be rendered from the Town is contingent upon timely completion and receipt of the delineated project components and approval by both the Town and NYSDOS as well as satisfactory completion of all town documents regarding processing of payment, including vouchers, vendor packets, invoices and documents relating to completion of NYSDOS payment request forms, status reports and MWBE reporting forms. Consultant and Town further agree that Consultant shall only be paid for services rendered in the maximum amount of \$467,930 as delineated in Schedule B. Said payment to Consultant is contingent upon satisfactorily-completed project components as approved by both the Town and NYSDOS and upon concomitant receipt of payment of grant monies from NYSDOS for such completed project components as paid by NYSDOS in whole or on an installment or component-completion basis. Town agrees to pay Consultant from received NYSDOS BOA grant monies for concomitant services rendered within 30 days of receipt of such grant monies. In the event NYSDOS refuses or fails to pay all or any portion of said grant monies, Town reserves the unilateral right to cancel this agreement upon immediate written notice. In such event, Town shall only be obligated to pay for those services rendered pursuant to and in compliance with the terms and conditions of the subject agreement and attendant schedules.

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

#### 4. CONSULTANT'S USE OF AFFILIATED COMPANIES AND SUB/INDEPENDENT-CONTRACTORS

Town and Consultant agrees that Consultant may use, retain and/or contract with the following affiliated companies, sub-contractors and/or independent contractors in achieving project objectives regarding project component completion, including Nelson& Pope, Engineers and Surveyors; HWJ Engineering & Surveying PLLC; Sustainable Long Island and Traffic Databank, and any other entity upon the written consent of the Town.

Consultant agrees that in the event it uses the services of affiliated companies and/or sub/independent contractors in fulfillment of its contractual obligations, payment for such services to such parties shall be borne solely by Consultant. Town shall not be liable to such affiliated parties for any costs, expenses, charges, fees or any other payments related to project objectives and project components stated herein. Moreover, any dispute or service delay between such parties and Consultant shall not be the basis for an extension of project component completion as referenced in paragraph 2 above.

#### 5. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 6. PUBLICITY

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

#### 7. ASSIGNMENT AND SUBCONTRACTING

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

#### 8. TERMINATION

This Agreement may be terminated at any time for any reason by either party upon 30 days written notice to the other party (except in the event NYSDOS refuses or fails to pay the grant money, in whole or part, in which case this Agreement may be terminated upon immediate

written notice) . 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 provided such payment is based upon completion of a specific project component or components and such project component(s) is or are satisfactorily-approved by both the Town and DOS. The Town shall be entitled to consultant's entire work product serving as the basis for payment of services rendered, including work product produced by third-parties on behalf of the Town.

#### 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 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, Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Nelson, Pope & Voorhis, LLC, Attn: Charles J. Voorhis, CEP, AICP, 572 Walt Whitman Road, Melville, New York, 11747.

#### 12. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for

the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. 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.

### 13. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance in the amount of two million (\$2,000,000.00) dollars per occurrence and four million (\$4,000,000.00) dollars in the aggregate regarding services to be rendered. 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. Consultant shall also indemnify and hold 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 and/or third-party affiliated companies, sub/independent contractors and/or other entities regarding any third-party agreements between Consultant and any affiliated companies and/or sub/independent contractors or other entities.

### 14. CONFLICT OF INTEREST

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

### 15. DISCLOSURE

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

16. DISPUTES

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

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

As approved:

\_\_\_\_\_  
Christina A. Kempner  
Community Development Administrator  
TOWN OF RIVERHEAD

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

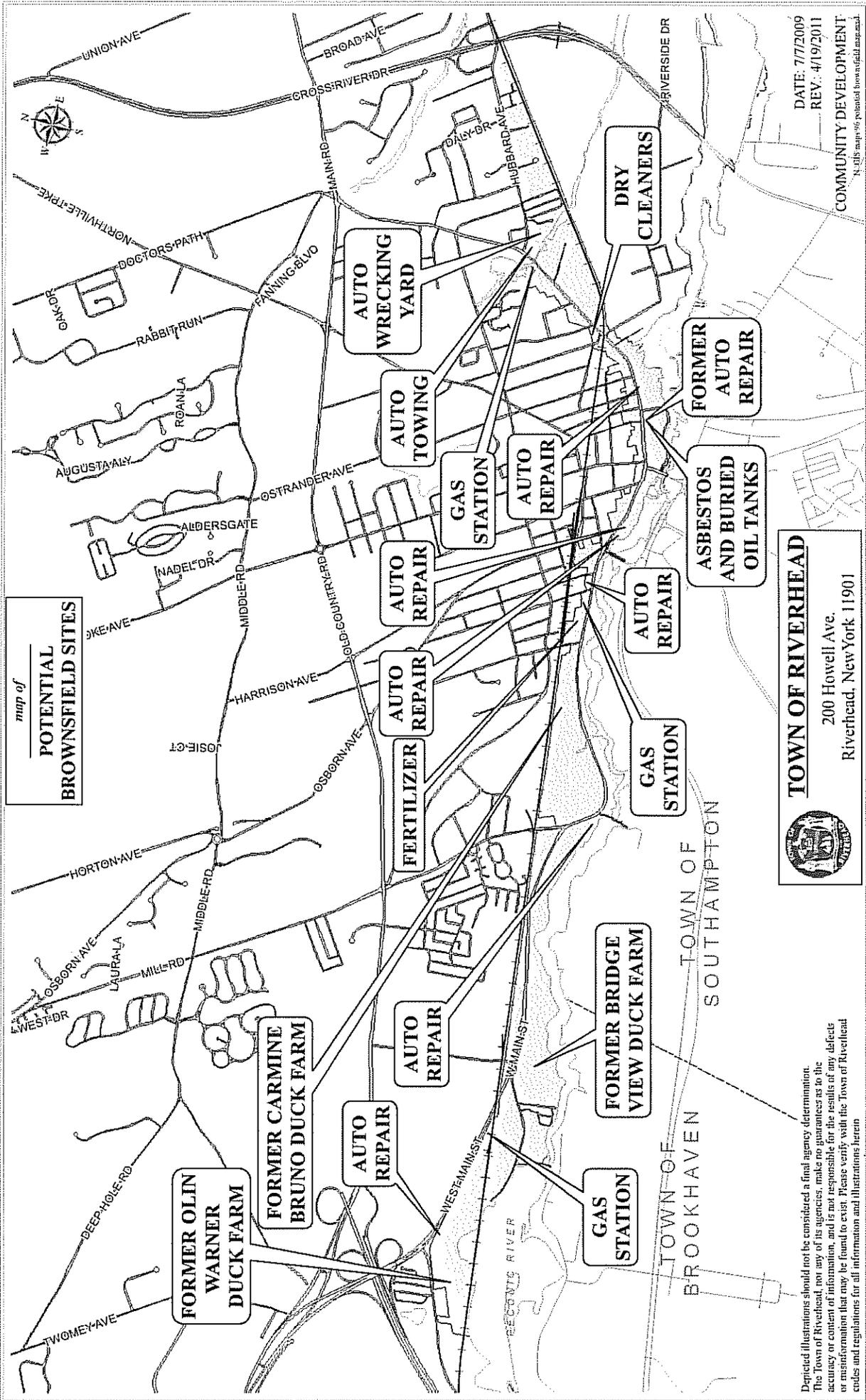
As approved:

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

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

\_\_\_\_\_  
By:  
NELSON, POPE & VOORHIS, LLC

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



map of  
**POTENTIAL  
BROWNSFIELD SITES**

**TOWN OF RIVERHEAD**  
200 Howell Ave.  
Riverhead, New York 11901



DATE: 7/7/2009  
REV: 4/19/2011  
COMMUNITY DEVELOPMENT  
N. City map 46 potential brownsfield map.mxd

Depicted illustrations should not be considered a final agency determination. The Town of Riverhead, nor any of its agencies, make no guarantee as to the accuracy or content of information, and is not responsible for the results of any defects or misinformation that may be found to exist. Please verify with the Town of Riverhead codes and regulations for all information and illustrations herein.

TOWN OF BROOKHAVEN  
TOWN OF SOUTHAMPTON

Schedule B

Components	NP&V	N&P	SLI	Estimated Expenses	Total
Component 1 - Project Start-up, Kickoff meetings	\$3,400	\$1,890	\$2,270		\$7,560
Component 2 - Capacity Building and Training					
Component 3 - Community Participation Plan, including Stakeholder Meetings and Public Outreach	\$21,206	\$3,900	\$26,414	\$1,200	\$52,720
Component 4 - Draft Nomination Components 4.1 a, b, c, 4.2 and 4.3 a - i; as well as all components described in the proposal (inventory and analysis, brownfield and vacant sites, strategic sites)	\$96,550		\$7,616		\$104,166
4.3 c. Detailed demographic Analysis. Detailed separated demographic analyses of Riverhead community, and surrounding east end towns, prepare reports, prepare summary documents for distribution to development community	\$2,200			\$2,930	\$5,130
4.3 d. Prepare three alternative scenarios based upon input from the Town and community based upon initial assessments for analysis vis a vis the TOD growth plan (see 4f), economic sustainability, land use and environmental compatibility and analyze/refine to ensure feasibility in the context of infrastructure, transportation needs etc.	\$41,800				\$41,800
4.3 e. Environmental assessment of area properties including areawide database search/conduct FOILS through SCDHS, building department and fire marshal; purchase historic aerials and Sanborn mapping	\$7,000			\$2,000	\$9,000
4.3 f. TOD Growth Plan	\$0	\$114,625		\$9,600	\$124,225
4.3 g. Economic/Market Trends Analysis (including fiscal and economic benefit assessment of development scenarios)	\$51,065			\$3,400	\$54,465
Component 5 - Draft Nomination, Executive Summary, Interagency Briefing Package	\$22,305		\$3,100		\$25,405
Component 6 - Final Nomination and Advancing to BOA Program Step 3	\$7,945		\$855		\$8,800
Component 7 - SEQRA	\$5,060				\$5,060
Component 8 - Marketing	\$4,934		\$12,670	\$9,165	\$26,769
Component 9 - Project Reporting	\$2,830				\$2,830
Total	\$266,295	\$120,415	\$52,925	\$28,295	\$467,930

**CONSULTANT WORK PLAN  
FOR THE  
TOWN OF RIVERHEAD PECONIC RIVER/ROUTE 25 CORRIDOR  
BROWNFIELD OPPORTUNITY AREA STEP II NOMINATION**

**COMPONENT 1 - PROJECT START-UP**

**Task 1.1: Project Scoping Session**

NP&V will coordinate with the Town's project manager to schedule a project scoping meeting with the Town of Riverhead, the Department of State and other key stakeholders to introduce the team and review the following:

- Project scope
- Study area boundary
- Community participation and visioning process – creation of webpage and marketing materials – roles of team members in public outreach
- Project goals and objectives
- Specific project tasks
- Discuss potential for interagency workshops and identify other agencies that should be involved with or informed about the project.
- Share information which would assist in completion of the project (such as prior plans, recent developments, data, documents, reports, maps).
- Define appropriate scheduling for steering committee meetings and public events, and discuss roles and responsibilities for the overall project team
- Discuss expected products and timeframes
- Define the responsibilities of the Town, consultant team, time frames and deadlines, SEQRA requirements and expected products.

*Products: Preparation and attendance at meeting by project team members and key stakeholders. Written meeting summary with a record of agreements/understandings reached, and in cooperation with the Town staff, distributed to scoping session participants. Town to transfer project information to project team.*

**Task 1.2: Project Outline**

NP&V will develop a project outline that reflects the goals and objectives discussed at the project scoping meeting, from prior studies for the study area and input received from Town staff.

*Product: Approved project outline completed and in cooperation with the Town staff, distributed to scoping participants.*

## **COMPONENT 2 – CAPACITY BUILDING AND TRAINING**

This component has been eliminated; however, the coordination of and participation in any interagency workshops will be a part of the community outreach portion of the project and is described in Task 3.1 below.

## **COMPONENT 3 – COMMUNITY PARTICIPATION AND TECHNIQUES TO ENLIST PARTNERS**

### **Task 3.1 – Community Participation Summary**

Public participation will occur early and consistently throughout the project term with the exact methods and techniques determined based upon input received from the Town.

Sustainable Long Island (SLI) will take a lead role in planning the community participation activities and will use strategies to draw input from a large range of stakeholders and potential project partners. All members of the team will be involved in elements of the community outreach since the input received will play such a large role in understanding the history of the area and sites, and in defining the community vision. The budget includes time expended in planning, coordination and attendance at all outreach events and meetings as well as direct expenses for advertising and materials used in community participation events as well as the preparation and analysis of a resident and business owner survey.

SLI will work with the project team to develop an in-depth public participation plan and techniques to enlist partners in accordance with BOA program requirements and budgetary restrictions. The team will work with the Town to ensure that public participation is an active component throughout the project term.

SLI and NP&V will provide the following services as part of the Community Outreach:

- Prepare the community participation plan (SLI)
- Plan, attend and prepare meeting minutes for at least 4 Steering Committee meetings (NP&V and SLI)
- Focus group meetings (SLI with NP&V)
- Interviews with business owners, property owners, representatives from the development community and representatives of agencies with jurisdiction on area development (SLI with NP&V)
- Create and maintain regularly updated community contact database (including addresses, telephone, emails for all individuals and organizations with a stake in the proposed project) (SLI).
- Create project updates for email blasts and website updates to keep stakeholders/interested parties informed. (NP&V and SLI)
- Use of social media (including email blasts) to get the word out about upcoming events and provide project updates. (SLI)
- Assist with meeting coordination and logistics (identify location, prepare and disseminate announcements and invitations), assist in facilitating or presenting during meetings as directed, and prepare summaries for each meeting as directed. (SLI)

- Design outreach materials including traditional print, visual and online media (flyers and/or mailings, website announcements, regular email update), to include meeting announcements and project update information. (SLI with NP&V)
- Develop content for outreach materials and a community survey. SLI will develop draft survey questions and work with team to finalize. SLI will take the lead in getting the word out about the survey through the project website, email blasts/other social media, the public library and other institutions, and as necessary direct distribution/collection). NP&V will analyze the results of the survey.
- Draft an outline and summary description of the community participation plan and techniques to enlist partners (as described in Task 3.2) and prepare a complete narrative description of the Community Participation Plan and Techniques to Enlist Partners to integrate into the Nomination. (SLI)
- Manage the project website (design of website to be developed as part of the Marketing Task). SLI will prepare drafts of each set of information to be posted on the website for the project team to review; all materials will be approved as directed by the Town and NP&V before being uploaded. SLI will use the website to solicit input and circulate to the Town and NP&V on a weekly or bi-weekly basis.
- Conduct two Community workshops. The first workshop will be to present and review current conditions, and to review/revise/update the vision statement and goals and objectives, as well as to present and review the economic market trends analysis and explore alternative approaches to redevelopment. The second workshop will be to present the Draft Nomination and encourage feedback on the vision, existing conditions, strategic sites, and study area analysis, findings, and recommendations. SLI will (or will direct the contractor to) provide notice to DOS and DEC at least two weeks prior to public events.
- Prepare for and participate in interagency workshops with other agencies which could lead to improved communication between agencies and streamlining improvements to spur economic development, including redevelopment of BOA sites. Work with the Town to identify such opportunities as part of the community outreach planning and participate in these meetings.

*Products: See Task 4.2*

### **Task 3.2: Techniques to Enlist Partners**

SLI will work with the project team to create a strategy for identifying and advising potential partners about the plan and to enlist their assistance. SLI, working from the approved techniques with the Town and NP&V, will reach out to potential partners in a variety of manners, including through written correspondence, phone calls, meetings and workshops to inform them about the status of the BOA Step II project and enlist their assistance in the project. SLI will work from their existing contacts as well as those of the Town and NP&V. Potential partners include local, state, and federal agencies; local businesses and property owners; community organizations; academic institutions; and other stakeholders. SLI will prepare presentations on the Nomination project for selected partners, as agreed upon. These meetings and presentations will serve to build understanding about the BOA Step II project, gain information about the status of environmental conditions and brownfield sites in the area, gain information about funding and programs to facilitate clean-up and foster appropriate redevelopment, gain support from government agencies, and to coordinate public and private sector actions.

*Products: Approved outline & summary description of techniques to enlist partners for the Nomination.*

#### **COMPONENT 4 - DRAFT NOMINATION**

The Team will prepare the following tasks that comprise the draft Nomination.

##### **Task 4.1: Description of the Proposed Project and Boundary (to be presented as Section 1)**

A. Project Overview and Description: An assessment of the existing conditions in the BOA will be completed including the acreage in the study area, the number and size of the brownfield sites, and other abandoned, vacant or partially developed sites. The description will include the area's potential opportunities for new uses and businesses, creating new employment opportunities and generating additional revenues, new public amenities, recreational opportunities, and restoring environmental quality. The description will include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

A Community Context Map will be prepared which illustrates the location and relationship of the community and BOA to the surrounding municipality, county and region; and a Study Area Context Map will be prepared that shows the location of the proposed BOA in relation to the community and entire municipality.

B. Community Vision and Goals and Objectives: A vision statement and the specific goals and objectives to be achieved relative to a community redevelopment and revitalization as shaped and expressed by the community. Goals and objectives may be expressed in terms of:

- opportunities for new development projects that will strengthen existing community centers;
- provide a sense of place;
- mixing land uses;
- taking advantage of compact design;
- providing a range of housing opportunities and choices, including affordable housing;
- reusing historic buildings and preserving historic sites;
- providing a variety of transportation choices;
- creating walkable neighborhoods;
- using best management practices for stormwater management;
- preserving open space, farmland, natural beauty, and critical environmental areas;
- making development decisions predictable, fair and cost effective;
- encouraging community and stakeholder collaboration in development decisions;
- take advantage of compact building design;
- improving economic conditions;
- addressing environmental justice issues;
- providing new recreational opportunities;
- improving quality of life and environmental quality; or other goals and objectives; relevant to the redevelopment of brownfields and the surrounding area.

C. Brownfield Opportunity Area Boundary Description and Justification: Provide a narrative description of the proposed BOA, and justification of the proposed boundary. The Town had identified 18 potential brownfield sites within the 0.7 square mile study area, which will be refined as the project moves forward. A BOA Boundary Map that identifies the boundaries of the study area and key features in the study area will be included in this section.

*Product: A complete narrative Description of the Project and Boundary, and all required maps will be presented in the draft Nomination as Section 1.*

**Task 4.2: Community Participation Plan and Techniques to Enlist Partners (to be presented as Section 2)**

SLI will prepare sections describing the Community Participation Plan and Techniques to Enlist Partners as described in Tasks 3.1 and 3.2 to be incorporated into the draft Nomination and revised based upon feedback for inclusion in the final Nomination. This will include descriptions of methods and techniques used to ensure participation throughout the course of the project, as well as descriptions of meetings and workshops that have taken place or will take place.

*Product: Complete narrative description of Community Participation Plan and Techniques to Enlist Partners as described in Components 3.1 and 3.2.*

**Task 4.3: Analysis of the Proposed Brownfield Opportunity Area (to be presented as Section 3)**

**Component 4.3 A Community and Regional Setting:** This introduction will provide the contextual relationship between the proposed BOA to the community, municipality and region and will include size, population and location in relation to the county and region; basic demographic information and trends; housing trends and needs; economic history and current situation including local income, dominant employment sectors, unemployment figures, land use history; transportation and infrastructure. The summary will rely on existing available plans and data, as well as input from the Town.

**Component 4.3B Inventory and Analysis:** Through inventory and analysis, a comprehensive understanding of conditions and resources of the study area will be achieved which will determine opportunities and constraints to achieving the community vision.

The inventory and analysis of resources, the market study, and local trends will all feed into the analysis of the reuse potential for the BOA sites and revitalization within the study area as a whole. The analysis of the proposed BOA provides the basis for decision-making regarding reuse potential for strategic sites that will be identified through the process as catalysts for revitalization. Each of the resource areas will be thoroughly inventoried and analyzed and will assist in development of specific redevelopment recommendations.

The inventory and analysis of existing conditions will include at least the resources described below:

Existing Land Use and Zoning: A descriptive overview of existing land use and zoning within the proposed BOA including:

- Location of study area as it relates to the community
- Total land area in acres and area sub-area in acres located in the proposed BOA;
- Existing and adjacent land and water uses;
- Land area committed to land use category;
- Brownfield, underutilized, abandoned, or vacant properties that are privately or publicly owned;
- Known data about environmental conditions of the properties in the area;
- Existing zoning and other relevant local laws or development controls guiding land use, including historic districts; and
- Local, county, state or federal economic development designations such as but not limited to Urban /renewal Areas, NYS Empire Zones, Federal Enterprise Business Zones, Business Improvement Districts, Industrial Parks, and Special Assessment Districts.

The existing land use and zoning map will be used to assess potential redevelopment scenarios vis a vis land use compatibility and zoning conformance (or the need for zoning amendments to achieve a development scenario).

*Map Requirements: Existing land use map that shows the pattern of public lands and existing land use, and an existing zoning map that shows the location and type of zoning districts and economic designations or zones.*

Brownfield, Abandoned, and Vacant Sites: Inventory and analysis of BOA sites, known history/contamination and the expected re-use potential. The section will provide summary description for each of the BOA sites, including:

- Size and condition
- Current ground water and/or environmental conditions (as available) that may pose a constraint to redevelopment
- Potential contamination issues based upon:
  - review of existing or historical records and reports, including existing remedial investigations, and
  - aerial or ground photographs;
  - field observations from locations adjacent to or near the site; or, if permission is granted, from being present on the site;
  - interviews with people that are familiar with the land use history of the site;
  - and/or any other known data about the environmental conditions of the properties in the proposed BOA, as appropriate.

Site profile worksheets that will be utilized to summarize available information for each BOA site, to include at least the following:

- Site name and locations, including owner, site address, size in acres, and map location;
- Location on the Underutilized Sites Location Map;
- Past/present land use
- Present zoning
- Utilities, access and infrastructure

- Adjacent uses;
- Environmental and land use history, including environmental reports, previous owners and previous operators;
- Known or suspected contaminants, and the media which are known or suspected to have been affected (soil groundwater, surface water, sediment, soil gas); and,
- Other issues or opportunities made known during data gathering
- Use potential (residential, commercial, mixed-use, industrial, and recreational) and potential redevelopment opportunities.

*Map Requirement: Underutilized Sites Location Map*

Analysis to be supplemented with areawide database search, historic photographs package and Sanborn mapping, as well as FOILS through the SCDHS and local building department (described in Component 4.3 D).

**Strategic Sites:** Strategic sites are those properties with a potential for redevelopment and whose re-use could provide a catalyst for redevelopment and/or revitalization in the surrounding area. The selection of strategic sites is dictated by Town goals, local needs, and other factors of local importance. The selection can also depend on factors such as the level of contamination, ownership/owner willingness, and the availability of adequate infrastructure for redevelopment. NP&V will work with the Town and stakeholders to identify possible strategic sites and identify recommendations for environmental assessment, as well as other possible impediments to meeting the goals for redevelopment of these sites (e.g. potential contamination/cleanup needs, infrastructure improvements, zoning amendments).

**Parks and Open Space:** An inventory map of existing parks and public open space in the BOA will be provided, including any school athletic fields and pocket parks whose locations will be an integral component in preparation of the redevelopment scenarios. Existing bicycle routes and paths will be mapped for coordination with the elements of the Pedestrian Bike Plan which will connect existing routes for pedestrians and bicyclists to use State, County and Town paths and identify locations for facilities.

*Map Requirement: Public and Open Space Map (including pedestrian facilities and bicycle routes/paths)*

**Building Inventory:** Utilize the building footprints as available through the Town and create a database of building information for key buildings, such as use, name, number of stories, estimated floor area and condition. Building inventory will be considered in the preparation of future scenarios as well as the traffic flow plan baseline conditions which utilizes a Base scenario.

*Map Requirement: Building Inventory Map that shows the location of key buildings.*

**Historic or Archeologically Significant Areas:** Verify the presence of any historic or archeologically significant area through available resources and community input.

*Map Requirement: Historic and Archeologically Significant Areas Map.*

**Transportation Systems** (in addition to TOD Growth Plan which is addressed in 4.3 E below): A description and analysis of the types of transportation systems (vehicular, rail, air) available in the study area and the types of users (truck, car, bus, train, recreational vehicles, bicyclists,

pedestrians, etc.). The analysis will identify existing issues with respect to transportation and needs that should be considered in the redevelopment strategy.

*Map Requirement: Transportation Systems Map that shows primary transportation networks and systems.*

**Infrastructure:** A description and analysis of the area's infrastructure including water, sewer, stormwater and parking, to include the location, extent, condition, and capacity. Plans for upgrading existing infrastructure and capacity constraints for redevelopment will be factors in development of future scenarios. Identify infrastructure strengths as well as any improvements needed to meet the community goals for revitalization. The analysis will identify any needs or constraints that should be addressed in redevelopment scenarios.

*Map Requirement: Infrastructure Map that shows the area's primary infrastructure.*

**Natural Resources and Environmental Features:** A description and analysis of the area's environmental features and current conditions including natural areas and open space; surface water conditions; groundwater elevations and conditions; wetlands; wild, scenic and recreational rivers areas and the constraints of development these resources present. NPV's environmental scientist and geologist will be involved with the inventory and analysis of natural resources. Analysis will identify issues that may impact redevelopment including the analysis of regulatory constraints with respect to redevelopment potential as well as natural resource opportunities which could provide a benefit with respect to redevelopment and marketability of a property.

*Products: Individual inventory/analysis maps per map requirements above. Overall inventory and analysis including descriptions as follows: existing land use and zoning; Brownfield, abandoned and vacant sites summary; site profile worksheets; parks and open space; building inventory; historic/archaeological sites; transportation systems; infrastructure and natural resources/environmental features. Analysis will include discussion of issues, constraints and opportunities that may limit or encourage redevelopment.*

### **Component 4.3 C: Detailed Demographic Profiles**

Demographic data/profiles and reports will be utilized to understand the population throughout the study area and will be used in development of future scenarios and recommendations for improvements, including those specific to BOA sites. A map of population density on a Block level will be prepared to accompany this section.

Detailed demographic information will also be important in identifying uses, niche market needs, and then marketing the area to developers. The use of demographic data will be tied into the economic analysis with respect to the spending patterns of the local population and will be extended to the population from a secondary market area (which will be based upon an appropriate drive time and other centers of commercial activity). Efforts will be made to identify factors that "draw" consumers, tourists and visitors to parts of Riverhead in order to better promote attributes, seize synergies and development new market opportunities.

The Town has expressed interest in the preparation of user friendly materials which illustrate the gaps in services and goods for target populations which can be used to attract economic

development. NP&V will purchase demographic reports from Nielson Claritas which provide population projections (with such data as: total population, age, race, educational level, income, employment sector and travel time to work) and based upon the leakage analysis to be performed by NP&V as part of the Economic and Market Trends Analysis, identify development potential and opportunities that exist in the primary and secondary market areas.

*Products: General demographic profile summary report for Riverhead and primary market area based upon updated population projections for 2012. Demographic fact sheet. Assessment and map of workplace population (daytime population) that will be used to consider the daytime needs of those who work in the area. Detailed demographic inventory for the east end towns (or another secondary target market area to be determined). Full report and summary document for publication that can be sent to interested business owners for relocating to the area (which highlights key information with graphics/charts to clarify and or make information user-friendly for marketing materials).*

#### **Component 4.3 D: Development and Analysis of Alternative Development Scenarios**

NP&V will prepare a Base Scenario plus two alternative development scenarios for analysis based upon input from the Town and community and in consideration of the inventory and analysis, and the detailed demographic profiles (Component 4.3 A-C) and the economic and market trends analysis as described in Component 4.3G. Each scenario will be fleshed out to address Town goals to create favorable economic conditions, encourage tourism and visitation while maintaining quality of life and Town values. Each scenario will seek to overcome constraints and capitalize on opportunities with respect to such factors as natural resources, cultural resources, infrastructure, transportation, recreation, existing markets, new markets and synergistic markets and specific economic/land use projects. It is noted that scenarios will be designed to meet “non-negotiable” constraints (such as setbacks from surface water); however, scenarios will not be restricted by those elements which can be mitigated (i.e., if community goals include a development that requires expanded sewer infrastructure, this development would be considered and the analysis of the scenario would identify the types of improvements and specific conditions that would be required to support that portion of development). Scenario plans will include base map information (parcel outlines, geographic landmarks, planimetric features such as key buildings, and local attractions) with the proposed scenario features [proposed use, size/density (SF or number of units)] shown on a lot by lot basis in the study area and appropriate details which support the particular alternative (such as recreational connections between existing parks and proposed multifamily residential or areas of expanded sewer district or locations of shared bicycle facilities that provide an alternative mode of transportation between a job center and the downtown).

Scenario 1 will provide the Base Scenario which will be based upon the existing development in the area and will include those developments that are currently planned for implementation. The scenario will assume a growth factor for the region for the traffic flow analysis– and will apply growth factors for predicting increases in trip generation). Census block information for 2012 will provide the baseline population data and the building inventory will provide the data regarding current uses and areas for non-residential uses. Trip generation will be based upon

available data supplemented with traffic counts as described in Component 4.3 F. Since this will be the baseline condition for analysis purposes, only those developments which are already pending approval from the local Planning Board or those with an application pending a building permit will be included; however, other envisioned development plans can be included in alternative development scenarios. The Base Scenario will provide the foundation for comparison with future actions (as well as the required “No Action Alternative” for analysis in a Generic Environmental Impact Statement). See additional tasks included in the TOD Growth Plan section in Component 4.3 F.

Scenarios 2 and 3 will utilize the Base scenario as a foundation and will provide future development schemes which include reuse of strategic sites; the scenarios will implement the findings from the inventory and analysis including the economic and market trends analysis which will assist in designating the types of development that can be sustained in the community that will enhance economic conditions. The fiscal and economic ramifications of individual components will be prepared to assist in identifying the mix of uses. The scenarios will map out the locations, type and amount of new development and will include details such as:

- Housing: locations for new housing, number and type of units, age restrictions, affordable or market rate housing, ownership/rental, price points.
- Commercial development: locations for, general types and density (SF) (determined in part based upon the results of the leakage analysis from the market study and demographic trends).
- Mixed-use: locations for combined housing and commercial uses.
- Open space and recreational elements: locations for new or expanded parks; areas for open space acquisition and uses; continuous river walk; other connections between existing recreational resources; potential for commercial recreation uses; expansion of existing programs; new locations for access to the waterfront.
- Light Industrial: possible locations for new industrial space, amount, industry sector.
- Transportation related improvements: possibly including new traffic patterns, intersection changes, bike-share locations, parking solutions, new bicycle routes or paths to connect to existing routes, signage, bicycle facilities (storage, rentals), improved sidewalks, crosswalks and lighting, dog walking kiosks.

The relative fiscal and economic benefits of each scenario will be evaluated as described in Component 4.3 G.

*Products: Three scenarios (one of which is a base), that provide land use options to address constraints and opportunities that address Town goals for the study area.*

### **Component 4.3 E: Areawide Environmental Assessment**

NP&V will conduct an areawide environmental assessment of properties within the study area to identify on a preliminary basis those issues which may require follow-up as part of Phase I/II Environmental Site Assessments prior to acquisition and/or re-development. An areawide environmental database that identifies USEPA and NYSDEC recorded sites will be obtained and evaluated to determine potential environmentally-impacted locations. Area records including the SCDHS CLEARs map/legend will be reviewed for historic sites of interest with respect to impact on land, as well as Sanborn maps (as available) which identify historic uses, tank storage and other site factors that may warrant identification and future follow-up. The assessment will serve the purpose of dismissing sites on a preliminary basis that have no known issues, and also identifying sites that may have issues so that appropriate measures can be planned to overcome such issues in order to facilitate redevelopment.

*Product: Areawide environmental assessment that maps and describes sites with potential environmental contamination that are able to be identified throughout the study area absent individual site reconnaissance.*

### **Component 4.3 F: TOD Growth Plan**

The TOD (Transit Oriented Development) Growth Plan will be prepared by traffic engineers and transportation planners at N&P. The sections will be developed as part of the Nomination Plan and the *“Product”* will be a standalone technical appendix. The study will analyze the development scenarios as compared to a Base Scenario to determine the traffic impacts that may be associated with the redevelopment and provide possible mitigation. The TOD Growth Plan will be used “iteratively” in order to first identify known traffic and other inter-modal transportation conditions and constraints (i.e., pedestrian, sidewalks, crosswalks, bike lanes/racks, public transit, LIRR, bus routes, parking, etc.), as a means of identifying opportunities that can be addressed and further tested in the alternative redevelopment scenarios noted in Component 4.3 D above in order to implement a well-founded TOD growth plan.

Nelson & Pope will endeavor to meet the goals and vision to allow the Town to create and adopt a Transit-Oriented Development District within the study area. N&P will work with the team to integrate the findings of the TOD Growth Plan into a targeted action plan for redevelopment in the downtown and throughout the BOA study area. The intent is to facilitate redevelopment with transportation and parking solutions integrated into the redevelopment scenarios. TOD Growth Plan Components are described below.

#### **Traffic Flow Plan and Analysis**

Redevelopment (including Transit-Oriented Development) in the Downtown Riverhead area would result in an increase in traffic volumes in the study area. Certain intersections and roadways in the study area could see degradation in levels of service due to the increase in traffic volumes. Roadway and intersection improvements may be necessary to mitigate the traffic

impacts that could be created by the increase in traffic volumes emanating from the TOD. The analysis of traffic flow will be both on a macro and micro scale.

Nelson & Pope will conduct a traffic impact analysis of the alternative development plans to identify potential traffic impacts that may occur on key intersections and roadway segments in the study area. The study will analyze the area as a whole and provide recommendations for specific key intersections. Conceptual measures to mitigate these impacts will be identified and analyzed. The traffic analysis methodology will include the following:

- Perform a field inventory of existing roadway features in the study area including geometry, lane widths, traffic control, pavement markings, parking restrictions, traffic signal timing and phasing, pedestrian accommodations, bike routes and existing transit facilities.
- Identify connections and easements to enhance connectivity of transportation related pedestrian corridors, trails and bicycle routes.
- N&P will use a sub consultant (Traffic Databank, a registered W/MBE) for gathering of existing traffic volumes through the use of automated traffic recorder (ATR) machines and supplemented by any available public records. Collect turning movement counts at the following intersections and roadway segments during the weekday AM (7AM-9AM), weekday Midday (12PM-2PM), weekday PM (4PM-6PM) and Saturday Midday (11:00AM-2:00PM) peak hours.
  - River Road @ West Main Street (NYS 25)
  - Tanger Mall Drive @ West Main Street (NYS 25)
  - Kroemer Avenue/Forge Road @ West Main Street (NYS 25)
  - Mill Road @ West Main Street (NYS 25)
  - Nugent Drive @ West Main Street (NYS 25)
  - Osborn Avenue @ West Main Street (NYS 25)
  - Griffing Avenue @ West Main Street (NYS 25)
  - Peconic Avenue @ West/East Main Street (NYS 25)
  - Roanoke Avenue (CR 73) @ East Main Street (NYS 25)
  - Ostrander Avenue @ East Main Street (NYS 25)
  - Riverside Drive @ East Main Street (NYS 25)
  - Hubbard Avenue @ East Main Street (NYS 25)
- Information will be gathered regarding historical accident data and the physical characteristics of the area roadways. To enable the various development alternatives to be evaluated, the existing traffic data will need to be supplemented with the identification of other planned projects within the study area that may influence the operation of the study intersections. This information will be obtained from the various local and county departments and agencies.
- The base to which the development scenario alternatives are to be evaluated will be the “Future No Build Condition.” This represents the projection of traffic conditions under the assumption that the study area will not be developed with a TOD, remaining in its present condition and status.
- The traffic that will be generated by the future TOD alternatives will be estimated by using statistical data contained in *ITE Trip Generation, 8<sup>th</sup> Edition* or related data from Nelson & Pope’s files. Prepare a trip distribution and assignment of site generated traffic for the recommended TOD alternatives based on roadway network and existing travel patterns established by the turning movement counts.

- The future condition at the study area intersections and roadways will be projected by adding the estimated trips generated by the TOD to the No Build Volumes. Perform intersection capacity analyses for the study intersections identified above. Analyses will be performed using the Highway Capacity Software (HCS) or the SYNCHRO Version 8 Software in order to provide level of service results at the intersections. The analyses will be completed for the Existing Condition, No Build Condition and Build Condition for weekday AM, PM and Saturday Midday peak hours.

Existing traffic flow conditions will be analyzed to identify existing deficiencies, “Hot Spots”, in the study area. As part of the study Nelson & Pope will develop remediation measures at existing known congestion areas (Hot Spots). Nelson & Pope will determine if any improvements to the roadway geometry, traffic/pedestrian safety, traffic control (traffic signals and signs) and roadway capacity. Some of the measures which are likely to be considered in the development of alternatives include:

- Reconfiguration of lane designations within existing pavement.
  - Signal phasing/timing improvements and/or signal equipment modifications.
  - Minor widening of selected intersection approaches to allow for the addition of turn lanes.
  - Creation of a coordinated signal system to increase capacity, improve efficiency and reduce accidents throughout the project segment.
  - Implementation of additional transportation system management (TSM) measures deemed appropriate by the Town or NYSDOT.
  - Incorporation of traffic calming measures to improve pedestrian and driver safety, i.e, curb bump outs, parking pockets, color-treated crosswalks, etc.
- Identify impacts at study intersections and develop mitigation measures, if necessary. Perform capacity analyses for Build with Mitigations Condition.
  - Prepare a report summarizing the results of the traffic analyses which includes analysis of Base Condition and two future redevelopment scenarios.

## **Public Transit Plan**

This task would focus on elements that could potentially serve as mitigation factors or to illustrate and encourage the use of multimodal access within and to the study area. For transit-oriented development to be successful, a broad approach to transportation planning is required, combined with the detailed coordination with technical traffic analyses and land use plans. The small details of a resulting plan can have bearing on a successful TOD project. Nelson & Pope’s role in this task would be to ensure that this expertise and broad thinking is integrated into the traffic study and in the overall land use planning and design elements. We would prepare a report discussing the important design elements of TOD projects with particular focus on the transportation design elements such as intersections, roadways, pedestrian routes/crossings and non-motorized (bike and pedestrian) facilities after reviewing and considering Best Practices in transit-oriented planning from a variety of sources. This review would provide references to how TOD projects were implemented and why they have proved to be successful.

N&P would then use this information to review the land use elements and proposed traffic improvements to ensure that this project's TOD plan includes proven strategies for a successful development that can increase multi-modal transportation choices and reduce trip generation and congestion. Importantly, we will take a high level look at the overall transportation improvements in the development plan scenarios to assess the ability to make further improvements that may encourage fewer trips by car and more trips by walking, biking, transit or car sharing. This would also include the project team's examination of train station area bottlenecks where transit priority measures such as transit signal priority or queue jump lanes, for example, could give priority to buses and thereby help provide some additional incentive for travelers to use mass transit rather than drive to the station area. Finally, keeping an eye towards sustainability, climate change, and environmental initiatives is certainly relevant within this task. An important goal here will be to develop a transportation management approach that works. This management plan would review potential effects on trip generation, congestion, and other elements fully coordinated with the traffic analysis portion of this project.

### **Pedestrian/Bike Plan**

The goals of this task are similar to those in the Public Transportation Plan sub-task, but with a more specific focus on developing connectivity between bus, bicycle and pedestrian facilities for the purpose of reducing vehicular trips and providing a more robust overall transportation system connecting the Riverhead Transit Facilities to surrounding development and destinations. To do this, we would first examine the location and frequency of transit services within and proximate to the study area, researching Suffolk Transit and other transit providers that operate within the nearby area. Next, existing and planned bikeways would be investigated along with other bicycle related investments such as bike parking. A primary source of this information is the Long Island Non-Motorized Transportation Study (LINMTS) and the schedule for implementation and construction of the bike routes recommended therein. We will consult with NYSDOT bicycle/pedestrian planners who we have worked with in the past for the latest plans and initiatives that may be under consideration in the project area. We will also explore the potential for a bike share program for patrons to utilize within the downtown transit district and identify locations in the development scenario plans for facilities.

Transit and bike facilities would be compared to the location of key destinations such as shopping, schools or other facilities to ascertain connectivity gaps and pedestrian impediments; this will include generators and potential pedestrian connections to destinations within a 10-15 minute walk, which is considered a walkable distance for most projects. The deliverable for this task would include recommendations for "piecing together" the intermodal elements to enhance the connectivity of the TOD elements to each other, as well as to adjacent destinations and developments. The recommendations will include early action items and potential medium- or longer-term measures so that recommendations can be phased in over time where needed, and so priority can also be given to the most potentially effective and successful strategies.

## Parking Analysis

Nelson & Pope will conduct a parking analysis to determine future parking demand associated with the proposed TOD and develop strategies to improve parking by considering shared parking opportunities, use of public parking facilities in the proximity of the study area, improved transit services, improved pedestrian facilities and consideration of the construction of new parking structures if necessary within the study area. The following steps will be undertaken in the parking analyses:

- Review the local Code or available resources to determine the parking restrictions and regulations that apply to the on-street and off-street parking facilities included in this study.
- Identify all public, private and commuter parking facilities and on-street parking areas within the study area.
- Prepare plot plans of each of the parking facilities based on aerial photographs, existing surveys, field measurements and observations.
- Conduct a physical inventory of each of the on-street, public, private and commuter parking areas identified to verify the number of spaces available, posted restrictions and regulations, pedestrian and vehicular access routes, circulation patterns, guidance and directional signing to and from the facilities.
- Perform parking accumulation and duration studies at each of the on-street, public, private and commuter parking areas identified. Parking observations will be conducted at half-hour intervals. The parking duration will be determined by recording license plate numbers each half-hour to determine the length of time a space is occupied by a particular vehicle.
- Tabulate the parking counts to identify the parking utilization by time-of-day and by location. The peak parking occupancy will be identified for each public parking facility and for the on-street areas.
- Match license plate data to identify parking duration by location. Calculate the average parking duration by parking area lot and on-street locations.
- Review parking data to understand current parking patterns and identify any potential parking issues (accessibility and proximity to identified destinations and opportunities)
- Estimate required parking for the proposed TOD based on the parking demand as well as the Town parking requirements.
- Review the data and develop measures to optimize parking in the study area for the development scenarios. The measures will include but not limited to:
  - Exploring shared parking for mixed-use developments within the TOD District that have different peak parking characteristics.
  - Consider providing efficient transit services (shuttle buses, etc.) to/from the Riverhead LIRR Station from available public parking facilities in the close proximity of the TOD District.
  - Consider providing preferential parking (exclusive parking areas) for multiple occupancy vehicles and low emission vehicles.
  - Consider new parking structures or parking fields to provide for the needs of targeted businesses to be located within the study area and to balance vehicular access and TOD

to maximize ridership at stations and minimize the use of single-occupancy vehicle trips by transit riders.

*Products: The overall TOD Growth Plan will be a series of technical reports that will be used iteratively during overall project completion in order to integrate the findings of the plan into the alternative development scenarios as well as to provide a transportation solution plan that will facilitate redevelopment. The reports include Traffic Flow Plan and Analysis; Public Transit Plan; Pedestrian/Bike Plan; and, Parking Analysis.*

### **Component 4.3 G Economic and Market Trends**

An economic conditions and market trends analysis will be prepared to identify and provide market justification for a range of feasible redevelopment options and to identify general land uses that may be realistically represented within the study area. The analysis will include recommendations for specific development opportunities at strategic sites which are targeted for redevelopment and consider the market for residential, retail/commercial uses, health facilities and cultural and recreational uses.

The market demand analysis will identify potential future land uses that are economically viable in the context of the surrounding community, compatible with existing land use, and appropriate for the area targeted for redevelopment. Goals for preparing the analysis will be to answer broad community-wide questions regarding the revitalization of properties within the study area as well as a focused effort to identify new opportunities for vacant and underutilized properties.

The analysis will include the definition of a target market area, which will establish the boundary from which the majority of consumer interest will be drawn for redevelopment within this part of Riverhead. The market area will be split between a primary and a secondary market area, and will likely differ based upon the type of use under analysis. The market areas will be based upon existing trends among various uses, and interviews with those knowledgeable of various aspects of the local market. Baseline demographics and market trends with respect to socio-economic conditions within this defined trade area and the region will document the following: population characteristics (population description, number of households, income); economic (employment rates, journey to work data, wage rates); and consumer data (disposable income, etc.); and transportation factors (modes of transportation, walkability), among other datasets to determine the existing and projected population that will support new development in the BOA. With input from the Town, a demographic/market fact sheet will be generated for distribution to interested businesses looking to relocate to downtown Riverhead (included in Component 4.3 C, above).

In addition, an analysis of existing shopping/services available will be conducted through field work and site visits, as well as through an examination of various pieces of commercial data purchased from Nielsen Claritas, ESRI Business Analyst and/or other commercial data providers. When coupled with interviews with key stakeholders throughout the community, a comparison of the demographic analysis and the existing conditions will allow for an understanding of whether existing businesses and services located in downtown Riverhead are capturing the full potential of their customer base. Furthermore, such a comparison will help to quantify the opportunity for various types of new development within the study area and will

make recommendations pertaining to the most economically viable, compatible and appropriate uses for the area targeted for redevelopment – including residential uses, retail and commercial uses, health facilities and cultural and recreational uses.

Finally, the analysis will provide a description of fiscal and economic benefits derived from each of the redevelopment scenarios, as well as an examination of general benefits that may be derived from various other uses that may be considered for the future. Such fiscal benefits include new property tax revenue generation, while economic benefits include new job creation, employee salaries, and revenue streams circulated throughout the local economy during both construction and subsequent annual business operations. Such economic benefits will be funneled through the IMPLAN software to quantify additional rounds of buying and selling within other sectors of the local and regional economy through the software's use of standard economic multipliers specific to various uses/sectors of the local economy. Alternative development opportunities that may arise in the future due to redevelopment of a specific site will be qualitatively addressed. Additionally, the analysis will take into consideration certain development constraints related to the level of environmental contamination of certain sites and the financial burdens of clean up for various levels of land use.

With input from the Town, NP&V will include compiling information to be incorporated into a user-friendly brochure to educate property owners about accessing Historic Tax incentives in Downtown Riverhead Historic District.

*Products: Economic and Market Trends Analysis, fiscal and economic impact analysis for alternative development scenarios.*

#### **Component 4.3 H: Key Findings, and Recommendations**

In this task, our team will describe the reuse potential and new development opportunities and how the scenarios meet the goals of the Town (which may include increasing tourism through expanded attractions such as recreational opportunities, increasing the tax base, providing new jobs, and providing a high quality of life for its residents). The team will integrate the inventory and analysis with the findings of the Market Trends Analysis to formulate a community vision which addresses the specific needs in the sub-areas and identify realistic potential future land uses such as various housing types, retail and other commercial uses, health and recreational/cultural uses, and alternative transit system options.

The creation of the development scenarios for the BOA, including reuse options for strategic sites will be the culmination of the analysis completed in prior sub-components. The key findings and recommendations will provide a thorough description of the development scenarios, pros and cons for implementation of each, as well as the role that the strategic sites play in the revitalization plan. The key findings will also present the results of the fiscal and economic analysis prepared for the alternative development schemes and provide a task list of elements that need to occur to implement the plans. The report will also summarize the environmental benefits that would result from the discontinuation of certain uses and property remediation and

enhancement to overall community health which would occur (in addition to overall quality of life issues).

Implementation techniques to be explored will include public actions (capital, public works, zoning changes and other legislative actions to incentivize private investment) and identify where private developers will be essential in realizing the community's goals for revitalization and plan implementation.

*Product: Key findings and recommendations summary.*

### **Component 4.3 I: Summary Analysis, Findings and Recommendations**

A summary analysis, findings and recommendations will be prepared based on the comprehensive analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and shall include, but it is not limited to, the following:

- An analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and through description of existing conditions, including an assessment and summary of existing land use and zoning;
- An analysis and findings of reuse and development opportunities and needs for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- An identification of strategic brownfield sites that are potential candidates for site assessment;
- An analysis and findings that shall include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- An analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- An analysis and findings regarding potential harm interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- Anticipated future use of groundwater; and
- An analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

*Overall Product: The Analysis of the Brownfield Opportunity Area will include the products from Component 4.3 including resource inventory and analysis, development and analysis of alternative scenarios for the study area, benefit analysis, findings and recommendations to achieve the community vision.*

### **Task 4.4: Review of Strategic Brownfield Sites**

This task is vitally important because it will allow the Team and the Town to assess whether the strategic sites selected under the previous task would be eligible for future remediation funding

before additional analysis occurs. We suggest that this be performed in conjunction with the selection of strategic sites and creation of the alternative development scenarios.

Once there is certainly of the receipt of remediation funds, this will help to attract development in a future phase of the program.

*Product: Meetings with the NYSDEC and NYSDOS (conference calls if necessary) to finalize list of candidate sites to be considered for Site Assessment funding. List of candidate sites to be considered for Site Assessment funding.*

## **COMPONENT 5: COMPLETION AND DISTRIBUTION OF DRAFT NOMINATION**

### **Task 5.1: Draft Nomination and Executive Summary**

The Team will prepare the draft Nomination Study and Executive Summary, including all of the Tasks in Component 4 that reflects or addresses the ideas and views expressed during the community participation process. The document shall include, if necessary, a revised vision statement, goals and objectives, and provide a preliminary set of development and community revitalization opportunities to address the identified goals and objectives.

The Nomination will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization. Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries;
- Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the study area, and techniques to enlist partners;
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area;
- Identifying strategic sites that represent key redevelopment opportunities and are catalysts for revitalization; and
- Based on the analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization.
- relationship to LWRP and/or other comprehensive plans or economic development plans

This document is a compilation of all preceding tasks. The executive summary will provide the overview of the study: the existing conditions, community and project description, outreach efforts and results, findings of the Market Trends Analysis, TOD Growth Plan, strategic sites and potential for funding for remediation; redevelopment scenarios; key findings and recommendations, and recommended next steps.

*Product: The Team will submit five (5) copies of the Draft Nomination and Executive Summary as well as two (2) electronic copies, consistent with Attachment A. No additional copies of the report will be printed or distributed without the approval of the NYSDOS.*

### **Task 5.2: Draft Nomination and Executive Summary**

This task involves revisions to the Draft Nomination and Executive Summary to the satisfaction of the NYSDOS and Town of Riverhead.

*Product: Draft Nomination and Executive Summary.*

### **Task 5.3: Print and Distribute Interagency Briefing Package**

The purpose of the interagency briefing package is to provide basic information to individuals who may not be familiar with the area. We propose to create a briefing package based upon the executive summary – in a succinct fashion for those agencies to grasp the important points of our BOA Nomination study. The briefing package will be prepared to provide community context, project description, key maps, photos and figures, and includes all key redevelopment objectives from the Draft Nomination Study. Information about strategic properties with known environmental contamination issues will be disclosed. The briefing package will show the future realities for the community supported by the community support, market trends analysis and possible niche for the area. We see this step as a cornerstone in advancing the project to the Step III Implementation Phase of the BOA Program.

*Product: Briefing Package distributed for review by local, state, and federal agencies, and relevant private entities.*

### **Task 5.4: Interagency Roundtable**

The roundtable would provide an opportunity to discuss program goals and objectives and implementation tasks. It is suggested that our team would participate in such roundtable discussions by providing background information, and by initiating an exchange of ideas, and directing discussion towards consideration of opportunities and obstacles to realizing project goals.

*Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.*

## **COMPONENT 6: FINAL NOMINATION AND ADVANCING TO BOA PROGRAM STEP 3**

### **Task 6.1: Preparation of Final Nomination**

Our team will modify the draft Nomination based upon input from the Town, DOS and Steering Committee received during the review period.

*Product: Final Nomination with tracked changes version for comparison provided to the DOS for review and comments.*

### **Task 6.2: Application for Project Advancement**

The purpose of this task is to prepare and submit an application for the Step III Implementation strategy which may include an application for site assessments on specific properties identified as strategic brownfield sites which are subject to nomination through the Step II BOA process.

*Product: Completed application to continue work under the Brownfield Opportunity Area Program and Site Assessment Form completed for each strategic brownfield site.*

## **COMPONENT 7 - ENVIRONMENTAL ASSESSMENT FORM**

It is noted that the Nomination stage of the BOA Program does not include the adoption of zoning changes or any legislative actions other than adoption of the program area. Therefore it is expected that the SEQRA analysis will be performed at a later date when recommended zoning and other actions that effect the built environment are considered for adoption by the Town Board. The preparation of a Supplemental GEIS (as a supplement the GEIS prepared as part of the Urban Renewal Plan) is not included in the work plan, however the preparation and analysis of the Base and Alternative development scenarios will provide the basis for full environmental impact analysis that would occur in a GEIS. Completely the SEQRA process for the preferred development scenario would provide certainty to future developers and reduce the site specific SEQRA analysis required prior to development and provides an added benefit to property owners and developers.

### **Task 7.1: Environmental Assessment Form**

At the direction of the Town and DOS NP&V will complete Part I of the NYS Full Environmental Assessment Form (EAF). Ms. O'Farrell will direct her staff to prepare the Part I and II EAF to identify any potential impacts of the proposed action (the nomination of a BOA).

*Product: Completed Part I of the Full Environmental Assessment Form (EAF)*

**Task 7.2: Lead Agency**

The team will assist in identifying involved agencies for the proposed action and prepare and circulate a letter noting the intention of the Town Board in assuming lead agency status.

*Product: Completed Environmental Assessment Form and letter requesting lead agency status.*

**Task 7.3: Determine Significance**

NP&V will prepare a draft Determination of Significance and file required notices.

*Product: Prepare and file State Environmental Quality Review Act Determination of Significance.*

**Task 7.4: Scoping Session**

If a positive declaration is adopted, the declaration will be circulated to the all involved agencies with a draft scope of the Draft Generic Environmental Impact Statement.

*Product: Written scope of issues to be addressed in the draft GEIS.*

**COMPONENT 8: MARKETING**

SLI and NP&V will work with the Town to develop a comprehensive marketing and branding strategy to reposition the Main Street corridor and Downtown Riverhead as a central point for the East End Region of Long Island. Task will include development of a marketing strategy and action plan for building upon cultural assets, resources, institutions, businesses and connectivity, including eco- and agri-tourism and for attracting new businesses and visitors. Materials that draw attention to the historic and cultural resources of the bustling Main Street area will be designed and formatted, including text and graphics for consideration by the Town.

The tasks will include a professionally designed website to highlight local businesses, cultural and natural assets, transportation resources, emerging opportunities for prospective developers and other stakeholders, as well as inform people of improvements and revitalization progress. The products will also include detailed marketing outreach materials for specific target markets (assumes +/- 5 variations) and the budget for expenses has been devised to accommodate the production of 500 full-color glossy tri-fold brochures and 500 full-color glossy flyers.

SLI will work with the Town and project team to develop messages that can be distributed via brochures, Facebook, Twitter, website, press articles, and other media as approved.

*Product: A comprehensive marketing strategy and action plan. Professionally designed website. Mock-ups and/or templates for web-based and print based marketing and promotional materials; production of glossing brochures.*

## **COMPONENT 9 - PROJECT REPORTING**

### **Task 9.1: Project Summary**

The Team will draft a brief one or two page project summary to be used in presentations to various stakeholders. The project summary will follow the format and content provided by the NYSDOS to be consistent with other such summaries produced by other participating communities, and shall include:

- **Community Context:** a one-paragraph description, including a brief history of the community's development and a description of current conditions;
- **Project Description:** a description of the study area in terms of size and character, number of brownfields, and specific issues being addressed.
- **Key Redevelopment Objectives:** described in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resource protection or enhancement, as appropriate; and,
- **Revitalization Needs:** a list of specific revitalization needs, including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, and infrastructure needs.
- **Accomplishments:** a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments; and,
- **Next Steps:** a list of activities to advance the development and/or implementation of the BOA revitalization strategy including but not limited to: housing, retail, mixed use, industrial, recreations, cultural, infrastructure and public amenities.

*Product: Completed project summary in a format provided by the NYSDOS.*

### **Task 9.2: Semi-annual Reports**

The Team will assist the Town with the preparation of the NYSDOS semi-annual reports on the form provided, including the extent of work accomplished, any problems, encountered, and any assistance needed. If a payment request is submitted, the semi-annual report may be submitted as part of the payment request.

*Products: Completed semi-annual reports.*

### **Task 9.3 Progress Report on Actions Taken to Advance Redevelopment and Revitalization**

The Team will assist the Town with the preparation of progress reports to summarize actions taken to advance redevelopment and revitalization during the course of the project. This may include the identification of sustainable uses through the findings of the market study, or the preparation of fact sheets and brochures to assist in marketing the underutilized sites for redevelopment.

*Product: Progress Report*

# Schedule D

## Riverhead Step II BOA Detailed Task Breakdown with Estimated Man-Hours and Preliminary Timeline

Component/Task	Task Description	Estimated Hours	Deliverable	Expected Completion Date
Component 1	Project Start-Up	32	none	Mar-13
	Scoping Session	17	minutes/agreements	Mar-13
	Project Outline	14	project outline	Apr-13
Component 2	Capacity Building & Training	0	N/A	
	NYS Community Seminar Series	0	N/A	
	Interagency Workshops	0	see Component 3	
Component 3	Community Participation and Techniques to Enlist Partners	39	None	Apr-13
	Community Participation Summary (including development of outreach plan)	59	Summary Plan	May-13
	Steering Committee Meetings	84	Meeting materials, minutes	at least 4 meetings during project term (preliminary schedule May 2013, September 2013, January 2014, April 2014)
	Public open house meeting - existing conditions and development of vision statement, goals and objectives	77	Presentation, materials, meeting minutes	Oct-13
	Focus group meetings	58	Presentation, materials, meeting minutes	Nov-13
	In house planning workshop for a few key stakeholders, MP&V and SLI	33	none	Sep-13
	Web-based community survey	45	survey questionnaire for public input	Prepared and posted in June 2013, analyzed in September 2013
	Second public open house to share findings of nomination and seek final input	59	Presentation, materials, meeting minutes	May-14
	Business community outreach/development community outreach	53	meeting preparation and minutes	as directed
	Interagency Meetings	10	meeting preparation and minutes	as directed
Component 4 Draft Nomination Analyses	4.1 A Project Overview and Description	31	p/o section 1	Oct-13
	4.1 B Community Vision and Goals and Objectives	63	p/o section 1	Oct-13
	4.1 C Brownfield Opportunity Area Boundary and Justification	43	p/o section 1	Oct-13
	4.2 Community Participation Plan (See Component 3 for details)	0	Section 2	Apr-13
	4.3 Analysis of the Proposed Brownfield Opportunity Area	0	Section 3	Oct-13
	4.3 A Community and Regional Setting	50	p/o Section 3	Oct-13
	4.3 B Inventory and Analysis	302	p/o Section 4	Jan-14
	4.3 H Key Findings & Recommendations	142	p/o Section 5	Dec-13
	4.3 I Summary Analysis, Findings, and Recommendations	195	p/o Section 6	Jan-14
4.4 Review of Strategic Brownfield Sites	57	p/o Section 7	Feb-14	
4.3 c Demographic Analysis	4.3 C Analysis of demographic profiles	16	Demographic reports and fact sheets	Mar-13
4.3 d Alternative Scenarios	4.3 D Development and analysis of Baseline and 2 Alternative Scenarios	306	Baseline Scenario and 2 Alternative Scenarios (Plans)	Dec-13
4.3 e Environmental assessment	4.3 E Area wide environmental assessment	57	Report (to be included in Appendix to Section 3)	Sep-13
4f. TOD Growth Plan	4.3 F TOD Growth Plan		TOD Growth Plan Report (to be included in Appendix to Section 3)	Oct-13
	Traffic Flow Plan	180	Part of TOD Growth Plan Report	Oct-13
	Public Transport Plan	90	Part of TOD Growth Plan Report	Oct-13
	Parking Plan	165	Part of TOD Growth Plan Report	Jan-14
	Pedestrian / Bike Plan	69	Part of TOD Growth Plan Report	Jan-14
	Plan for Integration of Housing, Commercial and Public Space/Environment	62	Part of TOD Growth Plan Report	Jan-14
	Data Collection - Traffic Counts Expense		Database of traffic counts/turning movements	May-13
	Assist in development and perform TOD analysis for 2 additional alternative development scenarios (Baseline Scenario plus 2)	161	Part of TOD Growth Plan Report	Jan-14
4g Economic and Market Trends Analysis	4.3 G Economic and Market Trends Analysis	350	Economic and Market Trends Analysis Report	Dec-13
	Expanded analysis to assess sustainability of alternative plans, provide assessment of regional market as compared to other similar destinations, and prepare fiscal and economic analysis to determine benefits of alternative scenarios	140	Analysis of fiscal and economic benefits of Alternative Plans to be incorporated into Component 4f	Mar-14
Component 5 Draft Nomination and Executive Summary	Draft Nomination and Executive Summary	108	Draft Nomination	Apr-14
	Draft Nomination and Executive Summary (incorporate comments)	38	Revised Draft Nomination	Jun-14
	Print and Distribute Interagency Briefing Package	22	Interagency Briefing Package for distribution	Jul-14
Component 6 Preparation of Final Nomination	Interagency Roundtable	20	Participate in roundtable	Jul-14
	Preparation of Final Nomination	39		Aug-14
Component 7 SEQRA	Application for Project Advancement	28		Sep-14
	Environmental Assessment Form	34		Sep-14
	Lead Agency	2		Sep-14
Component 8 Marketing	Determine Significance	5		Sep-14
	Marketing Strategy /Efforts	114	Marketing materials and content for website	Jun-13
	Centralized Web-Tab	91	Professional Website	Jun-13
Component 9 Project Reporting	Project Summary	13	Project Summary	Sep-14
	Semi-Annual Reports	4	Semi-Annual Reports	June 2013 and 2014 and December 2013
	Progress Report on Actions Taken to Advance Redevelopment and Revitalization	8	Progress Report	as directed
<b>Total</b>		<b>3606</b>		<b>Project Term: March 2013 - September 2014</b>

**TOWN OF RIVERHEAD**

**Resolution # 108**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FAMILY SERVICE LEAGUE FOR EMPLOYEE ASSISTANCE PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Town of Riverhead wishes to provide Town of Riverhead employees voluntary professional assistance with personal problems that may affect work performance, relationships with co-workers, health or safety; and

**WHEREAS**, Family Service League, Inc. has the qualifications, experience and resources to provide such services to all enrolled employees of the Town of Riverhead and their families; and

**WHEREAS**, the Town of Riverhead wishes to utilize the qualifications, experience and resources of Family Service League, Inc. regarding the Employment Assistance Program for all Town of Riverhead employees and their families.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute an agreement with Family Service League, Inc. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Dr. Karen Martin, 790 Park Avenue, Huntington, NY 11743; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the day of February, 2013, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and FAMILY SERVICE LEAGUE, with a principal place of business at 790 Park Avenue, Huntington, NY 11743 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

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

### 2. TERM OF AGREEMENT

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

### 3. PAYMENT

For these services, Town will pay Consultant a fixed fee of \$5,000.00 as set forth 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 in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

### 4. RIGHTS TO DOCUMENTS OR DATA

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

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In the event this Agreement is terminated before term expiration Town shall be entitled to a pro-rated refund based upon the number of months remaining in the term in relation to the fee for services.

#### 8. RECORDS

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

#### 9. CHANGES

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

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dr. Karen Martin, Family Service League, Inc., 790 Park Avenue, Huntington, NY 11743.

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

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

## 13. CONFLICT OF INTEREST

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

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

14. DISCLOSURE

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

15. DISPUTES

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

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

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

\_\_\_\_\_  
By: Karen Boorshtein, Executive Director  
FAMILY SERVICE LEAGUE

DATE:

DATE:

SCHEDULE A



EMPLOYEE

ASSISTANCE

PROGRAM

Prepared For

Town of Riverhead  
210 Howell Avenue  
Riverhead, NY11901



Contact: Dr. Karen Martin – 631-288-1954 ext. 240  
Robyn Berger-Gaston, LCSW-R-631-369-0104

## THE AGENCY/PROGRAM

*The Family Service League providing professional counseling and diverse human services to individuals and families in need.*

The Employee Assistance Program is a confidential evaluation and referral source providing professional assistance to employees whose personal problems may be affecting work performance, relationship with co-workers, health or safety. Employees who are emotionally upset, substance dependent, or distracted by matters beyond their coping skills, can disturb the business process.

A variety of problems can interfere with work performance and personal life:

- Emotional distress
- Family and Marital Crisis
- Alcohol and Drug Dependency
- Financial Problems
- Medical Concerns

Established in 1926, Family Service League, Inc. has been providing diverse human services that include treatment, case management, educational, crisis intervention and supportive services through its 45 programs at 24 locations throughout Suffolk County. As a multi-service agency, we provide quality professional therapy with a broad network that provides a continuum of care. Specialized services include substance abuse treatment and prevention, mental health services, family violence and child abuse services, and youth and family services.

### CLIENT POPULATION

All enrolled employees (approximately 180) and their families of the Town of Riverhead.

### PROPOSED SERVICES:

**FAMILY SERVICE LEAGUE**– will provide:

#### *Client Assessment:*

- One session with client
- Provide assessment and referral services for employee and family members.
- If further or specialized treatment is necessary, Family Service League will make recommendations for appropriate referrals within its programs or to an outside resource.

*Training and Seminars:*

- In-Service training and seminars to be offered at the request of the Town of Riverhead.
- Included as part of the existing contract (2) two seminars will be provided at the request of authorized person of the Town of Riverhead.
- Additional seminars/workshops will be negotiated for an additional fee.  
(Focus of presentations to be agreed upon by the Town of Riverhead and the Administrative Director of Family Service League)

*Utilization Report:*

- Annual utilization reports

*Appropriate space at Family Service League and Family Counseling Services locations:*

- Reception Area
- Small office space for individual sessions
- Large office space for group sessions
- Telephone – fully functioning for incoming and outgoing calls

*Substance Abuse Professional:*

- Any client holding a position requiring a CDL referred by the Town of Riverhead due to substance and/or alcohol abuse/misuse will be provided with a list of referrals to a Substance Abuse Professional (SAP) for clearance.

*Informational/Educational Materials include:*

- Brochure, fliers and posters re: EAP Program and FSL / FCS Services

*At this time, Family Service League accepts Empire NYSHIP Insurance. Should this change, Family Service League will immediately notify the Town of Riverhead.*

**THE TOWN OF RIVERHEAD** – will provide:

*Referrals to the EAP program:*

- A listing of Family Service League / Family Counseling Services and locations in their employee handbook

**REFERRAL PROCEDURES:**

Employees may decide to come to the EAP on their own, or a friend or colleague may suggest the EAP program as a resource. Supervisors are strongly encouraged to recommend the services to individuals with personal problems which interfere with job performance.

### *Town Referral*

Designated staff of the Town of Riverhead may refer a staff member by:

- Filling out referral form provided by the Town of Riverhead to be faxed to Westhampton Beach (631-288-1955) attention Dr. Karen Martin
- Calling Family Service League in Riverhead (631-369-0104) requesting to speak with Robyn Berger-Gaston.

### *Self Referral*

EAP Members may:

- Call Family Service League in Westhampton Beach (631-288-1954) or Riverhead (369-0104) requesting services. All voluntary callers wishing to use the EAP program must ask to speak with Dr. Karen Martin at ext. 240 or Robyn Berger-Gaston and identify themselves as an employee of Riverhead Town

### **CONFIDENTIALITY:**

**All contacts with Employee assistance Program are strictly confidential and information will not be disclosed without the client's written consent. EAP records do not go into any personnel or medical files. Records kept by the treatment agency come under the agency's policies and are not part of the EAP.**

*Please Note: Participation in this program is voluntary. The client must confirm their willingness to attend*

### **FEES AND CO-PAY**

If an employee is referred for continuing services, either at Family Service League or other appropriate services, insurance benefits and co-pay will be applicable.

Town of Riverhead Employee Assistance Program

Suggested 2012 Seminar/Workshops

Please be aware that these are simply suggestions. We will be happy to discuss any ideas you may have to meet the needs of your employees.

Workplace Violence

Workplace Sexual Harassment

Effective Communication Skills

Effective Supervisory Communication Skills

Anger Management

Personal/Professional Boundaries

Balancing Work and Family Life

Relaxation & Rejuvenation During the Work Day

Alcohol & Substance Abuse Prevention

Creating a Positive Work Environment

Positive Thinking in the Workplace

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Town of Riverhead



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Family Service League, Inc.  
Karen Boorshtein, LCSW  
President & CEO

02.05.13  
130109

NOT ADOPTED

TOWN OF RIVERHEAD

Resolution # 109

**AUTHORIZES TOWN CLERK TO RE-REFER CHANGE OF ZONE APPLICATION OF  
GENRAC ASSOCIATES, LLC TO THE SUFFOLK COUNTY PLANNING  
COMMISSION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Genrac Associates, LLC (The Concordia Senior Community at Riverhead) made an application on July 25, 2012 to the Town of Riverhead Town Board for a change of zone from the Agricultural Protection Zoning Use District to the Retirement Community Zoning Use District for real property located at Mill Road, Riverhead and identified on the Suffolk County Tax Map as parcel # 0600-101-2-4.1, in order to construct a retirement community development consisting of 189 units of both independent and assisted living housing units and accessory structures, and

**WHEREAS**, the Town Clerk of the Town of Riverhead, pursuant to Section 239 of the General Municipal Law of State Law referred the application to Suffolk County Planning Commission, and

**WHEREAS**, although the Suffolk County Planning Commission staff recommended approval of the change of zone application, the Suffolk County Planning Commission recommended denial of the application citing among other reasons, the need to preserve prime agricultural soils, and

**WHEREAS**, after the Suffolk County Planning Commission decision the application was referred to the Town of Riverhead Planning Board for a recommendation of approval or denial of the aforementioned change of zone application pursuant to Section 108-80 Town of Riverhead Zoning Ordinance, and

**WHEREAS**, as part of the Planning Board's review of the project, it requested the Planning Department staff to review the conceptual site plan to determine if the subject property could yield 189 units of independent and assisted living units under Retirement Community zoning, and

**WHEREAS**, the Planning Department staff determined that the applicant would have to purchase a minimum of 9 transfer development rights pursuant to Article LXII of the Riverhead Town Code in order to construct the proposed 189 units; such transfer resulting in the preservation of a minimum of 9 acres of prime agricultural soils within the Agricultural Protection Zone (APZ), and

**WHEREAS**, the Transfer Development Right program adopted by the Town of Riverhead was designed to preserve prime agricultural soils by having developers preserve farmland through the purchase of transfer development rights in order to increase the yield on other lot, and

**WHEREAS**, under section Chapter 3.9 of the Suffolk County Planning Commission guidelines, a matter may be re-referred to the Suffolk County Planning Commission if the applicant believes that the Suffolk County Planning Commission made an error or was unaware of certain facts, and

**WHEREAS**, based on the referral to the Suffolk County Planning Commission, it appears the Suffolk County Planning Commission was unaware that the proposed project would require the purchase of Transfer Development Rights, and it is therefore

**RESOLVED**, that the Town Clerk of the Town of Riverhead Town is directed to re-refer the above referenced application to the Suffolk Planning Commission for reconsideration on the ground that the applicant will be required to preserve farmland through the purchase of transfer of development rights in order to reach the proposed yield, and

**BE IT FURTHER RESOLVED**, that the Clerk for the Town Board is hereby authorized to forward a certified copy of this resolution to Sarah Lansdale, Suffolk County Planning Director, County of Suffolk, H. Lee Dennison Building, 100 Veterans Highway, Hauppauge, NY 11788, the Riverhead Town Planning Department and the Riverhead Town Attorney;and

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Not  Adopted

02.05.13  
130110

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 110**

**DECLARES PUBLIC EMERGENCY REGARDING CULVERT  
ON WASHINGTON AVENUE, JAMESPORT, NY**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on Sunday, October 28, 2012, the Supervisor, as Chief Executive Officer for the Town of Riverhead, declared a State of Emergency pursuant to Article 2B of the New York State Executive Law due to the projected path and intensity of Hurricane Sandy forecasted to strike eastern Long Island as early as Sunday October 28<sup>th</sup> with sustained high winds and tides projected for more than a 24 hour period, together with evidence of severe damage and destruction caused by sustained high winds, rain, and flooding suffered by coastal cities and towns along the path of the storm in the days preceding the declaration of a state of emergency for the Town of Riverhead; and

**WHEREAS**, as forecasted, Hurricane Sandy impacted eastern Long Island late Sunday evening and high winds, rains and flooding plagued the Town of Riverhead for more than twenty four hours; and

**WHEREAS**, due to the sustained extreme high winds and rain, several Town roadways were rendered impassable or dangerous due to flooding, downed trees, tree limbs, branches, leaves and related debris; and

**WHEREAS**, many of the roadways in the area of South Jamesport, including Washington Avenue, were impassable due to flooding from the severe sustained high tides; and

**WHEREAS**, after the flooding abated, the Highway Department inspected many of the roadways severely impacted by the high tides and flooding; and

**WHEREAS**, the Highway Department inspected Washington Avenue in the area of Hawks Creek near the Great Peconic Bay Marina in South Jamesport and reported to the Engineering Department that a portion of the roadway and area adjacent to the roadway appeared to be sinking; and

**WHEREAS**, the Town's Engineering Department recommended that the area be excavated to identify the source of the depression and during the investigation/excavation discovered that two 24 inch diameter corrugated pipes

connecting the large pond on the east side of the road to the Peconic Bay were collapsed due to extreme hydraulic pressure resulting from the severe flooding that occurred during recent Hurricane Sandy; and

**WHEREAS**, in addition to the above, the Town's Engineering Department discovered that the portions of the two pipes that run east to west under Washington Avenue are in danger of collapse; and

**WHEREAS**, the Town of Riverhead Engineering Department is gravely concerned about the integrity of the roadway and pipe beneath Washington Avenue such that Engineering Department recommends the following: new pipes be installed, two chambers (concrete structures) be added in the east and west shoulders of the road; and, "flapper gate" valves be installed in the chambers as a mitigation measure to prevent water from flowing backwards in the pipe into the pond thereby eliminating the potential flooding of homes in future storms. In addition, Engineering Department recommends that the two existing drainage catch basins that presently connect directly into these pipes be removed and replaced at a later date with new catch basins connected to leaching pools under the Town's annual drainage contract so that, during flooding, Peconic Bay flood waters cannot flow back out of the catch basins and flood the road as has happened during Hurricane Sandy; and

**WHEREAS**, the Engineering Department opines that the above described must take place without delay as the pipe is in immediate risk of failure (collapse) which in turn will fill over top to settle and result in road collapse creating an unsafe and hazardous condition for motorists; and

**WHEREAS**, in order to protect the health, safety and welfare of the inhabitants of the Town of Riverhead, it is imperative that the Town of Riverhead act swiftly and retain a contractor to make the repairs to the culvert.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board does hereby declare the conditions existing on Washington Avenue to be a public emergency under General Municipal Law section 103(4); and be it further

**RESOLVED** the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an Agreement on behalf of the Town with at a cost not to exceed \$78,000.00; and be it further

**RESOLVED** the Town Board of the Town of Riverhead hereby approves and authorizes the Financial Administrator to set up a budget and allocate funds for the project described above; and

**RESOLVED** the Town of Riverhead Engineering Department shall obtain the required consents/easements, in a form to be approved by the Office of the Town Attorney, from landowners to disturb their properties for purposes of repair of the culvert; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130111

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 111**

**REQUESTS THAT NEW YORK STATE LEGISLATURE  
AUTHORIZE THE CREATION OF SPECIAL LEGISLATION GIVING THE TOWN OF  
RIVERHEAD THE DISCRETION TO CHANGE SPEED LIMITS WITHIN THE TOWN  
OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, in 2008, the Westchester towns of Bedford, Lewisboro, North Castle and Pound Ridge, in response to increasing number of complaints about speeding within the aforementioned towns, each adopted home rules requests which requested that the New York State Legislature adopt special legislation to enable the towns to consider adoption of speed limits within those town boundaries; and

**WHEREAS**, in response, Chapter 399, Laws of 2008 was passed giving those town board in the Westchester the discretion to change speed limits as more fully described in the aforementioned law; and

**WHEREAS**, the Town Board of the Town of Riverhead has received an increasing number of complaints concerning speeding, including but not limited to excess speed occurring on Middle Road and Sound Avenue and as such, request that the State of New York consider the adoption of special legislation reducing the speed limit from 30 mph to 25 mph similar to that of Chapter 339, Laws of 2008; and

**WHEREAS**, the Town Board of the Town of Riverhead, pursuant to its Home Rule Authority, hereby requests the New York State Legislature to adopt special legislation enabling the Town of Riverhead to consider adoption of a speed limit of 25 mph over the entire length of Middle Road, and other Town Highways existing within its boundaries; and

**WHEREAS**, this request is also supported by the Riverhead Town Police Department.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Riverhead, pursuant to its Home Rule Authority, hereby requests the New York State Legislature to adopt special legislation enabling the Town of Riverhead to consider adoption of a speed limit of 25

mph over the entire length of Middle Road, and other town highways deemed appropriate, existing within its boundaries; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road - Suite #4, Selden, NY, 11784, Assemblyman Daniel Losquadro, 400 West Main Street, Suite 201, Riverhead, New York 11901; the Riverhead Town Police Department and the Office of the Town Attorney.

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130112

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 112**

**PECONIC AVENUE PEDESTRIAN CROSSING**  
**CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, 11/7/12 Resolution #858 authorized a change order to the Peconic Avenue Crosswalk Improvement project; and

**WHEREAS**, additional funding is required to complete the project and honor the change order; and

**WHEREAS**, Capital Project #44004. 2009 Grangebel Park Comfort Station had residual funds transferred back to the General Fund and available for this Capital Project completion.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to transfer the following funds, modify the budget and close the project:

		<b><u>FROM</u></b>	<b><u>TO</u></b>
406.095031.481001.40187	Transfer from General Fund	1,820	
406.069800.523041.40187	Pedestrian Crosswalk		1.820

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130113

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 113**

**RESOLUTION AMENDING PROFESSIONAL SERVICES AGREEMENT WITH  
GEORGE J. HOCHBRUECKNER & ASSOCIATES, INC.**

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

**WHEREAS**, on December 18, 2012, the Town Board of the Town of Riverhead adopted Resolution #956 authorizing the Supervisor to execute and agreement with George J. Hochbrueckner & Associates, Inc. to provides services, included but not limited to, advocate for legislation establishing the Enterprise Park at Calverton Revitalization Commission (S7289/A10072) at state and local levels of government; assist the Town in its efforts to obtain local, state and federal agency approvals for revitalization & development plan, including subdivision, zoning, and, review and approval processes to achieve and maximize economic development at EPCAL; and

**WHEREAS**, the Town Board seeks to amend the original Professional Services Agreement to include lobbying efforts for relocation and construction of FAA Air Traffic Facility to EPCAL;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board amends the original Professional Services Agreement to include lobbying efforts for the Town’s response to FAA request for information for relocation and construction of FAA Air Traffic Facility to EPCAL and such fee for services related to this new task shall not exceed \$1000.00 ; and be it further

**RESOLVED**,that the Town Clerk is hereby directed to forward a copy of this resolution to George J. Hochbrueckner & Associates, Inc. George J. Hochbrueckner, President, P.O. Box 635, Laurel, NY 11901; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130114

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 114**

**RATIFIES EXECUTION OF AN ADDENDUM TO PROFESSIONAL SERVICES  
AGREEMENT FOR PLACEMENT OF COMMEMORATIVE ITEMS AT  
GRUMMAN MEMORIAL PARK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on August 3, 2010, the Town Board of the Town of Riverhead adopted Resolution #640 authorizing the Supervisor to execute an agreement with Grumman Memorial Park c/o Pat Van de Wetering to provide management services related to the placement of commemorative items at Grumman Memorial Park; and

**WHEREAS**, pursuant to the terms and conditions set forth in the Professional Services Agreement dated August 1, 2010 and executed on or about August 5, 2010, the duration of such agreement was for two (2) years terminating on August 1, 2012; and

**WHEREAS**, since August 1, 2012 Pat Van De Wetering has continued to provide the services set forth in the Professional Services Agreement dated and entered into on or about August 1, 2010; and

**WHEREAS**, Pat Van de Wetering has expressed her willingness to continue to perform services related to Grumman Memorial Park, i.e. ordering commemorative bricks, benches, certificates of appreciation and correspond with interested donors regarding purchase of commemorative items and companies designated by her to provide bricks/benches; and

**WHEREAS**, the Town Board acknowledges her efforts and dedication to Grumman Memorial Park and seeks to extend the Agreement dated August 1, 2010 for an additional two (2) years beginning on August 1, 2012, such that she will be entitled to receive compensation for the period of time from August 1, 2012 to the present, with an expiration date of August 1, 2014.

**WHEREAS**, it is mutually agreed by and between the Town of Riverhead and Grumman Memorial Park that the Professional Services Agreement dated August 1, 2010 is hereby extended for two (2) years and ratified such that the effective date shall be deemed to commence on August 1, 2012 and shall expire on August 1, 2014 and such terms are amended only to make clear that Consultant shall be entitled to compensation not only for services related to ordering bricks and other commemorative

items but correspondence related to donations for Grumman Memorial Park with all such other terms identical to the original Professional Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute an Addendum to Professional Services Agreement in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Grumman Memorial Park c/o Pat Van de Wetering, P.O. Box 147, Calverton, NY 11933; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



02.05.13  
130115

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 115**

**RATIFIES THE AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH AN EMPLOYEE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**NOW THEREFORE BE IT RESOLVED**, it is hereby

**RESOLVED**, that the Supervisor is hereby authorized to execute the agreement, and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Personnel Director, the Office of Town Attorney and the Office of Accounting; 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130116

ADOPTED

TOWN OF RIVERHEAD

Resolution # 116

**OFFICIALLY NAMING FIELD TWO AT VETERANS MEMORIAL PARK AS “SFC ANTHONY VENETZ JR. FIELD”**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, It is appropriate to recognize and honor the veterans who made the supreme sacrifice for the cause of freedom by naming our fields in their honor;

**WHEREAS**, It is both fitting and proper for the Town Board and the residents of the Town of Riverhead in acknowledging and paying tribute to United States Army Sergeant First Class Anthony Venetz Jr. for his dedication to his country and community; and

**WHEREAS**, *Anthony Venetz Jr.*, a 1999 graduate of Shoreham-Wading River, joined the United States Army in February 2001 and volunteered for the special forces in 2007, graduating from the special forces qualification course in March 2009 and previously he served our country twice in Iraq with the 4<sup>th</sup> Infantry Division out of Ft. Hood, Texas; and

**WHEREAS**, *SFC Anthony Venetz Jr.*, gave his life for his country during his 2<sup>nd</sup> tour of duty in Afghanistan on January 28, 2011; and

**WHEREAS**, during his military career, **SFC Anthony Venetz Jr.**, earned two Bronze Star Medals, one with valor, two Purple Heart Awards, and four Army Commendation Medals, two of which were for valor; he was a Special Forces engineer sergeant assigned to Company A, 2<sup>nd</sup> Battalion, 7<sup>th</sup> Special forces Group(Airborne), and

**WHEREAS**, **SFC Anthony Venetz Jr.**, is remembered for this bravery and fearlessness in defending his country in four combat tours during the “War on Terror” and Operation Enduring Freedom which continues today in Afghanistan; and

**NOW FURTHER**, Let it be known that the Town of Riverhead wishes to express our gratitude for the supreme sacrifice that **SFC Anthony Venetz Jr.**, made in giving his life for the cause of freedom and for his unwavering bravery and fearless dedication to peace and freedom in our world; and

**NOW, THEREFORE BE IT RESOLVED**, the Riverhead Town Board hereby authorizes the naming of Field Two at the Veterans Memorial Park as “**SFC Anthony Venetz Jr. Field**”; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130117

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 117**

**OFFICIALLY NAMING FIELD ONE AT VETERANS MEMORIAL PARK AS “SGT JONATHAN KELLER FIELD”**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is appropriate to recognize and honor the veterans who made the supreme sacrifice for the cause of freedom by naming our fields in their honor;

**WHEREAS**, It is both fitting and proper for the Town Board and the residents of the Town of Riverhead in acknowledging and paying tribute to United States Army National Guard Sergeant Jonathan Keller for his dedication to his country and community; and

**WHEREAS**, *Jonathan Keller*, a 1998 graduate of Shoreham-Wading River, joined the US Navy and served on the nuclear carrier USS John Stennis during *Operation Iraqi Freedom*. In 2004, he joined the New York State Army National Guard Reserve, 1<sup>st</sup> Battalion, 69<sup>th</sup> Infantry Division (the ‘Fighting 69<sup>th</sup>’) and in late 2007 was called to serve in Afghanistan; and

**WHEREAS**, in early 2008, **SGT Jonathan Keller** was shipped to Kabul and was assigned to the 172<sup>nd</sup> Airborne, Camp Joyce in the deadly Kunar Province where his convoy came under heavy enemy fire in response to the Taliban forces attempting to overrun Afghan Border Patrol (ABP) positions of the Afghan/Pakistan Border and while engaging the enemy at close range, he sustained critical gunshot wounds which he courageously endured until he succumbed to them in 2009; and

**WHEREAS**, **SGT Jonathan Keller’s** injury and heroism earned him the Purple Heart, the Army Commendation Medal and the Army Meritorious Medal – Jonathan was posthumously promoted to the rank of Sergeant; and

**WHEREAS**, Jonathan is remembered for his bravery and fearlessness in defending his country in the “War on Terror” and Operation Enduring Freedom which continues today in Afghanistan; and

**NOW FURTHER**, Let it be known that the Town of Riverhead wishes to express our gratitude for the supreme sacrifice that **SGT Jonathan Keller** made in giving his life for the cause of freedom and for his unwavering bravery and fearless dedication to peace and freedom in our world; and

**NOW, THEREFORE, BE IT RESOLVED**, the Riverhead Town Board hereby authorizes the naming of Field One at the Veterans Memorial Park as “SGT Jonathan Keller Field”; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130118

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 118**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
ARLEEN BOBAL FOR TRANSCRIPTION OF TOWN MEETINGS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board is desirous of contracting with Arleen Bobal, to perform transcription services for the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page and within such time parameters determined appropriate by the Town Clerk for the period February 5, 2013 through December 31, 2013 services; and

**NOW THEREFORE BE IT RESOLVED**, that the Town board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into an agreement with Arleen Bobal for the performance of transcribing the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page and within the time parameters determined appropriate by the Town Clerk for a period effective February 5, 2013 through December 31, 2013; and be it further;

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution and attached agreement to Arleen Bobal, 43 Daffodil Lane, Wantagh, NY 11793; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13

**AGREEMENT  
TOWN OF RIVERHEAD AND ARLEEN BOBAL  
FOR TRANSCRIPTION SERVICES**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

THIS AGREEMENT ENTERED INTO THE 5<sup>TH</sup> day of February, 2013 by and between the Town of Riverhead, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (Hereinafter referred to as the party of the first part) and Arleen Bobal, 43 Daffodil Lane, Wantagh, NY 11793

**WITNESSETH:**

The parties hereto agree as follows:

**WHEREAS**, the Town of Riverhead wishes to engage the services of Arleen for the performance of transcribing the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page effective February 5, 2013 through December 31, 2013 within the time parameters determined appropriate by the Town Clerk; and

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:** Arleen Bobal shall perform transcribing services for the minutes of the Town Board Meetings, Grievances and Special Town Board Meetings at the rate not to exceed \$4.00 per page within the time parameters set forth and determined appropriate by the Town Clerk and supply the Town of Riverhead with an e-mailed copy of the typed minutes of each meeting.

The terms of agreement shall be from February 5, 2013 through December 31, 2013.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day of and year first above written.

**TOWN OF RIVERHEAD**

**BY:** \_\_\_\_\_  
Sean Walter  
Town Supervisor

**BY:** \_\_\_\_\_, Title \_\_\_\_\_  
Arleen Bobal

02.05.13  
130119

ADOPTED

TOWN OF RIVERHEAD

Resolution # 119

**2013 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT C – CONTROL RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District be awarded to Lexington Technologies.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District, previously awarded by resolution dated 2/22/12 to Lexington Technologies of Farmingdale, New York be and hereby is extended for the calendar year 2013 at the bid amount as set forth in the attached letter dated February 7, 2012 from H2M Group, consulting engineer to the District; and be it further

**RESOLVED**, that said bid is awarded to Lexington Technologies for a period of the calendar year of 2013 on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

**RESOLVED**, that the contract executed by Lexington Technologies as authorized by Town Board resolution adopted 2/22/12 shall remain in full force and effect. Lexington Technologies shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect, and be it further

**RESOLVED**, that the Town Board be and does hereby authorize the Water

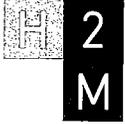
District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract C-Control, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road    tel: 631.756.8000  
Melville, NY 11747      fax: 631.694.4122

February 7, 2012

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re:    Riverhead Water District  
      Maintenance and Emergency Services  
      Contract C - Control  
      H2M Project No.: RDWD 11-01**

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Lexington Technologies of Farmingdale, New York. The total bid price for 2012 is \$40,755.00, for 2013 is \$40,755.00 and for 2014 is \$40,755.00. A copy of the *bid tabulation* is enclosed for your records.

Lexington Technologies has successfully completed similar work for various water utilities over the past few years. Lexington Technologies has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Lexington Technologies is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Lexington Technologies. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

Should you have any questions or comments, please contact this office.

Very truly yours,

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

Dennis M. Kelleher, P.E. (sj)  
President - H2M Water

Enclosures:

cc:    Town Board  
      Richard Ehlers, Esq.  
      Supt. Gary Pendzick  
      William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award\_cont c.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract C - Control Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				LEXINGTON TECHNOLOGIES Farmingdale, NY						WIRE TO WATER, INC. Farmingdale, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$245.00	\$2,450.00	\$245.00	\$2,450.00	\$245.00	\$2,450.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
2	Basic minimum emergency mobilization service charge	2	EA	\$245.00	\$490.00	\$245.00	\$490.00	\$245.00	\$490.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
3	Straight time hourly labor rate	64	HR	\$125.00	\$8,000.00	\$125.00	\$8,000.00	\$125.00	\$8,000.00	\$130.00	\$8,320.00	\$130.00	\$8,320.00	\$130.00	\$8,320.00
4	Overtime hourly labor rate weekdays	16	HR	\$160.00	\$2,560.00	\$160.00	\$2,560.00	\$160.00	\$2,560.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
5	Overtime hourly labor rate weekends	16	HR	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
6	Overtime hourly labor rate holidays	16	HR	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
7	Equipment and materials	1	LS		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
8	Annual Preventative Maintenance per site (for 12 sites)	1	LS		\$2,775.00		\$2,775.00		\$2,775.00	*\$35,505.00	*\$31,560.00	*\$35,505.00	*\$31,560.00	*\$35,505.00	*\$31,560.00
9	Annual Preventative Maintenance District Office	1	LS		\$0.00		\$0.00		\$0.00		\$3,945.00		\$3,945.00		\$3,945.00
10	Performance Bond	1	LS		\$0.00		\$0.00		\$0.00		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)					\$40,755.00		\$40,755.00		\$40,755.00		**\$77,385.00		**\$77,385.00		**\$77,385.00

\* Denotes inconsistent values between written prices on pages PB-4 & PB-5

\*\* Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathematically correct based on the sum of the individual total prices

02.05.13  
130120

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 120**

**2013 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY  
SERVICES  
CONTRACT D – DISTRIBUTION  
RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract D-Distribution, for the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract D-Distribution, for the Riverhead Water District be awarded to Bancker Construction Corp.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Maintenance and Emergency Services, Contract D-Distribution for the Riverhead Water District, previously awarded by resolution dated 2/22/12 to Bancker Construction Corp. be and is hereby extended for the calendar year 2013 at the bid amount as set forth in the attached letter dated 2/7/12 from H2M Group, consulting engineer to the District; and be it further

**RESOLVED**, that said bid is awarded to Bancker Construction Corp. for the period of the calendar year of 2013 on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

**RESOLVED**, that the contract executed by Bancker Construction Corp. as authorized by Town Board resolution adopted 2/22/12 shall remain in full force and effect. Bancker Construction Corp. shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect.

**RESOLVED**, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract D-Distribution, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road Tel: 631.756.8000  
Melville, NY 11747 Fax: 631.694.4122

February 7, 2012

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Re: Riverhead Water District  
Maintenance and Emergency Services  
Contract D - Distribution  
H2M Project No.: RDWD 11-01

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Bancker Construction Corp. of Islandia, New York. The total bid price for 2012 is \$171,238.84, for 2013 is \$177,510.16 and for 2014 is \$184,251.50. A copy of the *bid tabulation* is enclosed for your records.

Bancker Construction Corp. has successfully completed similar work for various water utilities over the past few years. Bancker Construction Corp. has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Bancker Construction Corp. is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidders. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Bancker Construction Corp. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

Should you have any questions or comments, please contact this office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E. (S)  
President - H2M Water

Enclosures:

cc: Town Board  
Richard Ehlers, Esq.  
Supt. Gary Pendzick  
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award\_cont d.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract D - Distribution System Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

BIDDER										BIDDER					
BANCKER CONSTRUCTION CORPORATION Islandia, NY										ROADWORK CONSTRUCTION CORPORATION Hampton Bays, NY					
BB										BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
8B	Lighting for night work	16	HR	\$25.00	\$400.00	\$25.00	\$400.00	\$25.00	\$400.00	\$20.00	\$320.00	\$20.00	\$320.00	\$20.00	\$320.00
9B	Mechanical valve exerciser	5	DAYS	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00
2C-a	Cut-in on existing 6 inch water main	1	EA	\$4,100.00	\$4,100.00	\$4,260.00	\$4,260.00	\$4,430.00	\$4,430.00	\$3,925.00	\$3,925.00	\$3,925.00	\$3,925.00	\$4,125.00	\$4,125.00
2C-b	Cut-in on existing 8 inch water main	1	EA	\$4,500.00	\$4,500.00	\$4,680.00	\$4,680.00	\$4,860.00	\$4,860.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00
3C	Saw cutting pavement	30	LF	\$12.00	\$360.00	\$12.50	\$375.00	\$13.00	\$390.00	\$3.00	\$90.00	\$3.00	\$90.00	\$3.00	\$90.00
4C-a	Removal and legal disposal of unsuitable excavated material	10	CY	\$20.00	\$200.00	\$21.00	\$210.00	\$22.00	\$220.00	\$16.00	\$160.00	\$16.00	\$160.00	\$16.00	\$160.00
5C-a	Furnish and deliver clean fill	10	CY	\$15.00	\$150.00	\$15.50	\$155.00	\$16.00	\$160.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
6C-a	Temporary paving (4 inches thick)	10	SY	\$15.00	\$150.00	\$15.75	\$157.50	\$16.25	\$162.50	\$22.00	\$220.00	\$24.00	\$240.00	\$26.00	\$260.00
7C-a	Repave Town roads - asphalt base & asphalt top	75	SY	\$135.00	\$10,125.00	\$140.00	\$10,500.00	\$145.00	\$10,875.00	\$125.00	\$9,375.00	\$130.00	\$9,750.00	\$135.00	\$10,125.00
8C-a	Repave Suffolk County roads - asphalt base, asphalt top	20	SY	\$135.00	\$2,700.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00	\$160.00	\$3,200.00	\$165.00	\$3,300.00	\$170.00	\$3,400.00
9C-a	Repave New York State roads - composite pavement	12	SY	\$550.00	\$6,600.00	\$575.00	\$6,900.00	\$600.00	\$7,200.00	\$375.00	\$4,500.00	\$385.00	\$4,620.00	\$395.00	\$4,740.00
9C-b	Repave New York State roads - asphalt base, asphalt top	12	SY	\$210.00	\$2,520.00	\$215.00	\$2,580.00	\$220.00	\$2,640.00	\$230.00	\$2,760.00	\$235.00	\$2,820.00	\$240.00	\$2,880.00
10C-a	Concrete sidewalks (Town or State)	20	SF	\$18.50	\$370.00	\$19.50	\$390.00	\$20.00	\$400.00	\$12.50	\$250.00	\$12.50	\$250.00	\$13.50	\$270.00
10C-b	Concrete driveway aprons with mesh	30	SF	\$19.00	\$570.00	\$20.00	\$600.00	\$21.00	\$630.00	\$14.50	\$435.00	\$14.50	\$435.00	\$15.50	\$465.00
10C-c	Concrete curb (Town)	40	LF	\$15.00	\$600.00	\$16.00	\$640.00	\$17.00	\$680.00	\$22.00	\$880.00	\$22.00	\$880.00	\$23.00	\$920.00
11	Performance Bond	1	LS		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00
SUBTOTAL (SUM OF TOTAL PRICES OF ITEMS 1B THROUGH 11)					<b>*\$45,939.00</b>		<b>*\$47,625.80</b>		<b>*\$49,189.50</b>		<b>\$54,685.00</b>		<b>\$55,562.00</b>		<b>\$56,929.00</b>

TOTAL BID (SUM OF TOTAL PRICES FOR ALL ITEMS)		<b>**\$171,238.84</b>		<b>**\$177,510.16</b>		<b>**\$184,251.50</b>		<b>\$205,461.00</b>		<b>\$213,144.40</b>		<b>\$221,559.40</b>
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\* Denotes written subtotal used, but contains mathematical error

\*\* Denotes total price based on the sum of the two written subtotals, whereas only the second subtotal was written on the proposal page PB-8 instead of the total price

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract D - Distribution System Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				BANCKER CONSTRUCTION CORPORATION Islandia, NY						ROADWORK CONSTRUCTION CORPORATION Hampton Bays, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1A	Basic minimum (non-emergency) mobilization charge	2	EA	\$400.00	\$800.00	\$425.00	\$850.00	\$450.00	\$900.00	\$600.00	\$1,200.00	\$625.00	\$1,250.00	\$650.00	\$1,300.00
2A	Basic minimum emergency mobilization charge	2	EA	\$650.00	\$1,300.00	\$675.00	\$1,350.00	\$695.00	\$1,390.00	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00
3A	Foreman - Straight time hourly labor rate	16	HR	\$97.51	\$1,560.16	\$101.41	\$1,622.56	\$105.47	\$1,687.52	\$100.00	\$1,600.00	\$105.00	\$1,680.00	\$110.00	\$1,760.00
4A	Foreman - Overtime hourly labor rate	8	HR	\$145.77	\$1,166.16	\$151.60	\$1,212.80	\$157.66	\$1,261.28	\$120.00	\$960.00	\$126.00	\$1,008.00	\$132.00	\$1,056.00
5A	Laborer - Straight time hourly labor rate	16	HR	\$86.61	\$1,385.76	\$90.07	\$1,441.12	\$93.67	\$1,498.72	\$95.00	\$1,520.00	\$100.75	\$1,612.00	\$106.80	\$1,708.80
6A	Laborer - Overtime hourly labor rate	8	HR	\$129.92	\$1,039.36	\$135.12	\$1,080.96	\$140.52	\$1,124.16	\$116.00	\$928.00	\$123.00	\$984.00	\$130.00	\$1,040.00
7A	Equipment Operator - Straight time hourly labor rate	16	HR	\$126.88	\$2,030.08	\$131.96	\$2,111.36	\$137.24	\$2,195.84	\$130.00	\$2,080.00	\$137.50	\$2,200.00	\$144.50	\$2,312.00
8A	Equipment Operator - Overtime hourly labor rate	8	HR	\$235.73	\$1,885.84	\$245.16	\$1,961.28	\$254.97	\$2,039.76	\$215.00	\$1,720.00	\$225.75	\$1,806.00	\$237.00	\$1,896.00
9A	Truck Driver - Straight time hourly labor rate	16	HR	\$107.05	\$1,712.80	\$111.33	\$1,781.28	\$115.78	\$1,852.48	\$108.00	\$1,728.00	\$113.50	\$1,816.00	\$119.50	\$1,912.00
10A	Truck Driver - Overtime hourly labor rate	8	HR	\$160.57	\$1,284.56	\$166.99	\$1,335.92	\$173.67	\$1,389.36	\$140.00	\$1,120.00	\$147.00	\$1,176.00	\$154.00	\$1,232.00
11A	Flag person - Straight time hourly labor rate	16	HR	\$86.61	\$1,385.76	\$90.07	\$1,441.12	\$93.67	\$1,498.72	\$90.00	\$1,440.00	\$95.40	\$1,526.40	\$100.00	\$1,600.00
12A	Flag person - Overtime hourly labor rate	8	HR	\$129.92	\$1,039.36	\$135.12	\$1,080.96	\$140.52	\$1,124.16	\$110.00	\$880.00	\$115.50	\$924.00	\$121.25	\$970.00
13A	Hydrant flushing	30	DAYS	\$1,670.00	\$50,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$2,000.00	\$60,000.00	\$2,080.00	\$62,400.00	\$2,163.20	\$64,896.00
14A	Hydrant painting	30	DAYS	\$1,670.00	\$50,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$1,840.00	\$55,200.00	\$1,932.00	\$57,960.00	\$2,028.60	\$60,858.00
15A	Hydrant repair, field	3	DAYS	\$1,670.00	\$5,010.00	\$1,730.00	\$5,190.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	\$2,080.00	\$6,240.00	\$2,163.20	\$6,489.60
16A	Hydrant repair, shop	5	EA	\$700.00	\$3,500.00	\$725.00	\$3,625.00	\$740.00	\$3,700.00	\$2,500.00	\$12,500.00	\$2,600.00	\$13,000.00	\$2,700.00	\$13,500.00
SUBTOTAL (SUM OF TOTAL PRICES OF ITEMS 1A THROUGH 16A)					\$125,299.84		\$129,884.36		\$135,062.00		\$150,776.00		\$157,582.40		\$164,630.40

1B	Utility truck & tools	16	HR	\$30.00	\$480.00	\$31.00	\$496.00	\$32.00	\$512.00	\$60.00	\$960.00	\$63.00	\$1,008.00	\$66.00	\$1,056.00
2B	Backhoe	16	HR	\$105.00	\$1,680.00	\$112.00	\$1,792.00	\$116.00	\$1,856.00	\$95.00	\$1,520.00	\$97.00	\$1,552.00	\$99.00	\$1,584.00
3B	Large cutting wheel / machine	16	HR	\$125.00	\$2,000.00	\$135.00	\$2,160.00	\$140.00	\$2,240.00	\$50.00	\$800.00	\$55.00	\$880.00	\$60.00	\$960.00
4B	Compressor	2	DAYS	\$225.00	\$450.00	\$235.00	\$470.00	\$245.00	\$490.00	\$50.00	\$100.00	\$55.00	\$110.00	\$60.00	\$120.00
5B	Dump truck	16	HR	\$85.50	\$1,368.00	\$89.00	\$1,424.00	\$93.00	\$1,488.00	\$95.00	\$1,520.00	\$97.00	\$1,552.00	\$99.00	\$1,584.00
6B	Traffic control arrow board	2	DAYS	\$175.00	\$350.00	\$185.00	\$370.00	\$195.00	\$390.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
7B	Continuous pumping of water in trench	16	HR	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$20.00	\$320.00	\$20.00	\$320.00	\$20.00	\$320.00

02.05.13  
130121

ADOPTED

TOWN OF RIVERHEAD

Resolution # 121

**2013 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT E – ELECTRICAL RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract E-Electrical, for the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract E-Electrical, for the Riverhead Water District be awarded to Hinck Electrical Contractor, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Maintenance and Emergency Services, Contract E-Electrical for the Riverhead Water District, previously awarded by resolution dated 2/22/12 to Hinck Electrical Contractor, Inc. be and hereby is extended for the calendar year 2013 at the bid amount as set forth in the attached letter dated 2/7/12 from H2M Group, consulting engineer to the District, and be it further

**RESOLVED**, that said bid is awarded to Hinck Electrical Contractor, Inc. for the period of calendar year of 2013 on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

**RESOLVED**, that the contract executed by Hinck Electrical Contractor, Inc. as authorized by Town Board resolution adopted 2/22/12 shall remain in full force and effect. Hinck Electrical Contractor, Inc. shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect, and be it further

**RESOLVED**, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the

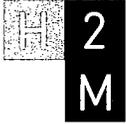
Purchasing Department using the Maintenance and Emergency Services, Contract E-Electrical, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road ☎ 631.756.8000  
Melville, NY 11747 ☎ 631.694.4122

February 7, 2012

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Maintenance and Emergency Services  
Contract E - Electrical  
H2M Project No.: RDWD 11-01**

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Three (3) contractors submitted bids, with the low bid being submitted by Hinck Electrical Contractor, Inc of Bohemia, New York. The total bid price for 2012 is \$67,294.00, for 2013 is \$72,568.00 and for 2014 is \$77,600.00. A copy of the *bid tabulation* is enclosed for your records.

Hinck Electrical Contractor has successfully completed similar work for various water utilities over the past few years. Hinck Electrical Contractor has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Hinck Electrical Contractor is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Hinck Electrical Contractor. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

Should you have any questions or comments, please contact this office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E. (S)  
President - H2M Water

Enclosures:

cc: Town Board  
Richard Ehlers, Esq.  
Supt. Gary Pendzick  
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award\_cont e.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract E - Electrical Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				HINCK ELECTRICAL CONTRACTOR, INC. Bohemia, NY						ELDOR CONTRACTING CORPORATION Holtsville, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$260.00	\$2,600.00	\$265.00	\$2,650.00	\$265.00	\$2,650.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
2	Basic minimum emergency mobilization service charge	2	EA	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00
3	Straight time hourly labor rate (Journeyman)	64	HR	\$103.00	\$6,592.00	\$104.00	\$6,656.00	\$104.00	\$6,656.00	\$155.00	\$9,920.00	\$160.00	\$10,240.00	\$165.00	\$10,560.00
	Straight time hourly labor rate (Apprentice)	64	HR	\$103.00	\$6,592.00	\$104.00	\$6,656.00	\$104.00	\$6,656.00	\$93.00	\$5,952.00	\$96.00	\$6,144.00	\$99.00	\$6,336.00
4	Overtime hourly labor rate weekdays (Journeyman)	16	HR	\$145.00	\$2,320.00	\$146.00	\$2,336.00	\$147.00	\$2,352.00	\$175.00	\$2,800.00	\$180.00	\$2,880.00	\$185.00	\$2,960.00
	Overtime hourly labor rate weekdays (Apprentice)	16	HR	\$145.00	\$2,320.00	\$146.00	\$2,336.00	\$147.00	\$2,352.00	\$105.00	\$1,680.00	\$108.00	\$1,728.00	\$111.00	\$1,776.00
5	Overtime hourly labor rate weekends (Journeyman)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$175.00	\$2,800.00	\$180.00	\$2,880.00	\$185.00	\$2,960.00
	Overtime hourly labor rate weekends (Apprentice)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$105.00	\$1,680.00	\$108.00	\$1,728.00	\$111.00	\$1,776.00
6	Overtime hourly labor rate holidays (Journeyman)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$199.00	\$3,184.00	\$205.00	\$3,280.00	\$210.00	\$3,360.00
	Overtime hourly labor rate holidays (Apprentice)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$119.00	\$1,904.00	\$123.00	\$1,968.00	\$126.00	\$2,016.00
7	Equipment and materials	1	LS		\$25,000.00		\$30,000.00		\$35,000.00		\$25,000.00		\$30,000.00		\$35,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	*\$49,000.00	*\$25,000.00	*\$55,000.00	*\$27,000.00	*\$63,000.00	*\$29,000.00
9	Performance Bond	1	LS		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00
TOTAL BID ( SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					\$67,294.00		\$72,568.00		\$77,600.00		**\$84,370.00		**\$92,298.00		**\$100,194.00

\* Denotes inconsistent values between written prices on pages PB-4 & PB-5

\*\* Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathematically correct based on the sum of the individual total prices

\*\*\* Denotes total price was incorrectly reported as the unit price

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract E - Electrical Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

BIDDER									
WIRE TO WATER, INC. Farmingdale, NY									
BB									
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$525.00	***\$525.00	\$525.00	***\$525.00	\$525.00	***\$525.00
2	Basic minimum emergency mobilization service charge	2	EA	\$600.00	***\$600.00	\$600.00	***\$600.00	\$600.00	***\$600.00
3	Straight time hourly labor rate (Journeyman)	64	HR	\$107.00	***\$107.00	\$112.00	***\$107.00	\$117.00	***\$107.00
	Straight time hourly labor rate (Apprentice)	64	HR	\$73.00	***\$73.00	\$78.00	***\$73.00	\$83.00	***\$73.00
4	Overtime hourly labor rate weekdays (Journeyman)	16	HR	\$160.50	***\$160.50	\$168.50	***\$160.50	\$178.50	***\$160.50
	Overtime hourly labor rate weekdays (Apprentice)	16	HR	\$109.50	***\$109.50	\$111.50	***\$109.50	\$121.50	***\$109.50
5	Overtime hourly labor rate weekends (Journeyman)	16	HR	\$214.00	***\$214.00	\$219.00	***\$214.00	\$234.00	***\$214.00
	Overtime hourly labor rate weekends (Apprentice)	16	HR	\$146.00	***\$146.00	\$151.00	***\$146.00	\$166.00	***\$146.00
6	Overtime hourly labor rate holidays (Journeyman)	16	HR	\$214.00	***\$214.00	\$219.00	***\$214.00	\$234.00	***\$214.00
	Overtime hourly labor rate holidays (Apprentice)	16	HR	\$146.00	***\$146.00	\$151.00	***\$146.00	\$166.00	***\$146.00
7	Equipment and materials	1	LS		\$25,000.00		\$30,000.00		\$35,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00
9	Performance Bond	1	LS		\$750.00		\$750.00		\$750.00
TOTAL BID ( SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					***\$114,706.00		**\$120,826.00		**\$127,746.00

\* Denotes inconsistent values between written prices on pages PB-4 & PB-5

\*\* Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathema

\*\*\* Denotes total price was incorrectly reported as the unit price

02.05.13  
130122

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 122**

**2013 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT M – MECHANICAL RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract M-Mechanical, for the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract M-Mechanical, for the Riverhead Water District be awarded to Atlantic Wells, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Maintenance and Emergency Services, Contract M-Mechanical for the Riverhead Water District, previously awarded by resolution dated 2/22/12 to Atlantic Wells, Inc. be and hereby is extended for the calendar year 2013 at the bid amount as set forth in the attached letter dated 2/7/12 from H2M Group, consulting engineer to the District, and be it further

**RESOLVED**, that said bid is awarded to Atlantic Wells, Inc. for the period of calendar year of 2013 on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

**RESOLVED**, that the contract executed by Atlantic Wells, Inc. as authorized by Town Board resolution adopted 2/22/12 shall remain in full force and effect. Atlantic Wells, Inc. shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect, and be it further

**RESOLVED**, that the Town Board be and does hereby authorize the Water

District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract M-Mechanical, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road tel 631.756.8000  
Melville, NY 11747 fax 631.694.4122

February 7, 2012

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Re: Riverhead Water District  
Maintenance and Emergency Services  
Contract M - Mechanical  
H2M Project No.: RDWD 11-01

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Atlantic Wells, Inc. of Huntington Station, New York. The total bid price for 2012 is \$67,964.55, for 2013 is \$74,043.61 and for 2014 is \$80,122.67. A copy of the *bid tabulation* is enclosed for your records.

Atlantic Wells has successfully completed similar work for various water utilities over the past few years. Atlantic Wells has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Atlantic Wells is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Atlantic Wells. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

Should you have any questions or comments, please contact this office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E.  
President - H2M Water

Enclosures:

cc: Town Board  
Richard Ehlers, Esq.  
Supt. Gary Pendzick  
William Rothaar, Financial Administrator

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CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract M - Mechanical Equipment Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER						BIDDER					
				ATLANTIC WELLS, INC. Huntington Station, NY						BENSIN CONTRACTING, INC. Holtsville, NY					
				BB						BB					
				2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$250.00	\$2,500.00	\$270.00	\$2,700.00	\$290.00	\$2,900.00	\$510.00	\$5,100.00	\$530.00	\$5,300.00	\$550.00	\$5,500.00
2	Basic minimum emergency mobilization service charge	2	EA	\$300.00	\$600.00	\$320.00	\$640.00	\$340.00	\$680.00	\$650.00	\$1,300.00	\$670.00	\$1,340.00	\$690.00	\$1,380.00
3	Straight time hourly labor rate	64	HR	\$83.00	\$5,312.00	\$85.00	\$5,440.00	\$87.00	\$5,568.00	\$130.00	\$8,320.00	\$135.00	\$8,640.00	\$140.00	\$8,960.00
	Straight time hourly labor rate	64	HR	\$52.00	\$3,328.00	\$54.00	\$3,456.00	\$56.00	\$3,584.00	\$125.00	\$8,000.00	\$130.00	\$8,320.00	\$135.00	\$8,640.00
4	Overtime hourly labor rate weekdays	16	HR	\$124.50	\$1,992.00	\$127.50	\$2,040.00	\$130.50	\$2,088.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate weekdays	16	HR	\$78.00	\$1,248.00	\$81.00	\$1,296.00	\$84.00	\$1,344.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
5	Overtime hourly labor rate weekends	16	HR	\$145.25	\$2,324.00	\$148.75	\$2,380.00	\$152.25	\$2,436.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate weekends	16	HR	\$91.00	\$1,456.00	\$94.50	\$1,512.00	\$98.00	\$1,568.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
6	Overtime hourly labor rate holidays	16	HR	\$166.00	\$2,656.00	\$170.00	\$2,720.00	\$174.00	\$2,784.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate holidays	16	HR	\$104.00	\$1,664.00	\$108.00	\$1,728.00	\$112.00	\$1,792.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
7	Equipment and materials	1	LS		\$40,000.00		\$45,000.00		\$50,000.00		\$40,000.00		\$45,000.00		\$50,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$2,905.00	\$2,905.00	\$2,975.00	\$2,975.00	\$3,045.00	\$3,045.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$9,500.00	\$9,500.00
9	Performance Bond	1	LS		*\$750.00		*\$750.00		*\$750.00		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					**\$66,735.00		**\$72,637.00		**\$77,039.00		\$87,570.00		\$94,430.00		\$101,290.00

\* Denotes maximum allowable price of \$750.00 used in place of written proposal value which was greater than the maximum allowable price

\*\* Denotes difference between written Performance Bond price and maximum allowable Performance Bond price subtracted from total bid price

02.05.13  
130123

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 123**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., REGARDING 2013 CALENDAR YEAR EVENTS AND SERVICES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 1991,during the 2013 calendar year.

**WHEREAS**, BIDMA has recommended a series of events and services more fully delineated in the attached agreement.

**NOW THEREFORE BE IT RESOLVED**that the town supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc., regarding 2013 calendar year events and services; and

**BE IT FURTHER RESOLVED THAT** the Town of Riverhead Accounting Department is authorized to modify the budget for Fund 118-Business Improvement District to conform to Schedule A of the 2013 calendar year agreement; and

**BE IT FURTHER RESOLVED THAT** a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc.,1 East Main Street, Suite 4, Riverhead, New York 11901, the Accounting Departmentand the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

Agreement

made between the

TOWN OF RIVERHEAD  
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT  
MANAGEMENT ASSOCIATION, INC.

This Agreement made the 5th day of February, 2013, between the Town of Riverhead Business Improvement District ("BID"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 1 East Main Street, Suite 4, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID which are attached hereto as Schedule A. The events delineated in the attached Schedule A shall be deemed co-sponsored by both the BID and BIDMA. BIDMA agrees to timely apply for and obtain approval for all applicable Riverhead Town Code Chapter 90 permits. BID, as a co-sponsor of such events, shall waive Chapter 90 permit fees regarding BIDMA's Chapter 90 applications pursuant to RTC section 90-6. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination of administrative services/expenses to the Chief Financial Administrator on a monthly basis

and to any member of the Town Attorney's Office, if requested, within three business days, or if not available, within a reasonable time.

2. The BIDMA shall proffer and recommend to the BID-Town Board designated projects, including capital improvements, events and services designed for the purpose of promoting and enhancing the business improvement district in the interests of economic stimulus and/or betterment of the district as a whole.
3. The BIDMA shall submit a written list of projects, including suggested capital improvements, events and services, including actual or estimated costs with supporting documentation and projected dates of commencement/completion it recommends for approval to the BID on or before September 1 for those projects, events and services anticipated to occur on or after January 1<sup>st</sup> of the following calendar year. In addition, the BIDMA shall submit its budgetary request regarding its recommended list of projects, including capital improvements, events and services, as well as its projected administrative expenses to the Town of Riverhead's Chief Financial Officer on or before September 1. The recommendations of the BIDMA are not binding upon the Bid-Town Board which may approve or disapprove any or all of the recommendations. For those projects, events or services that the BIDMA wishes to recommend and becomes aware of after October 1, the BIDMA shall forthwith notify the BID of its recommendation in the same format addressed above. The BIDMA shall and must provide a valid and properly authorized written BIDMA resolution by its board approving the recommended projects, capital improvements, events, services, costs and budget allocations before the BID shall consider same for approval.
4. Notification Procedure of recommended projects, events or services.

The BIDMA shall notify the BID of all recommended projects, events or services by submitting in writing to each town board member a list of recommended projects, events, or services so recommended. The BID shall consider and address each of the recommended projects, events or services in work session and notify BIDMA of its decision in a timely manner. The BIDMA shall make available to the BID one or more persons who are familiar with the recommended projects, events or services whom shall be present at the scheduled work session. Said representative shall be made available for any subsequent meetings of the BID on an as-needed basis. The BID shall consider each recommended project, event or service and the anticipated cost of same. For those projects, events or services so approved by the BID, the BID shall provide the necessary funding to the BIDMA in a timely manner. The BID reserves the right to request additional information and/or documentation at any time and may withhold partial or full payment in the absence of same.

5. Location of meetings.

All BIDMA meetings shall take place at the Riverhead Town Hall board meeting room at dates and times to be determined by the parties to this agreement. All monthly meeting dates shall be provided in writing to each town board member and the town attorney's office no later than 30 days before any scheduled meeting, including all special meetings. In the event that the BIDMA schedules all of its monthly meetings before the subject calendar year, a schedule of same shall be provided to each town board member and the town attorney's office within 10 days of publication.

6. Minutes/Agenda of meetings.

The BIDMA secretary or designee shall keep an accurate record of all business that comes before the BIDMA, including but not limited to: subject matter, identification of all parties at the meetings (including directors, officers and members and nature of participation) and resolutions, including resolution number and identification of voting interests. An accurate record of all business that comes before the BIDMA shall be provided to the BID-Town Board, Town Attorney's Office and the Chief Financial Officer within seven (7) days of the subject meeting.

7. Attendees at meetings.

The BID and BIDMA hereby acknowledge and agree that every meeting shall be open to the general public, except that an executive session of such association may be called and business transacted thereat in accordance with the New York State Public Officers Law section 105.

8. Assignment

This Agreement may not be assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.

9. Term of the Agreement.

The term of this Agreement shall commence on February 5, 2013, and expire on December 31, 2013, and shall not be renewed except upon the written consent of all parties.

10. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services

regarding the business improvement district immediately upon request by the BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

11. Insurance

The BIDMA shall procure insurance in amounts and at policy limits as may be determined by the BID notwithstanding any other insurance requirements or obligations pursuant to New York State Law.

12. Director/Officer Elections

The BIDMA shall notify the BID of all candidates for director and officer positions in writing no later than ten (10) days before the respective election regarding the respective classification and position; for example, commercial property owner or commercial tenant and/or officer position and the subject term. The BIDMA shall notify the BID in writing of all election results within three (3) days of the election, including classification, title and term of office.

13. Independent Contractor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, in the performance of the terms, covenants and conditions of the Agreement, neither the BIDMA nor any of its officers, directors, employees, agents or independent contractors shall be deemed to be acting as agents, servants, or employees of the Town by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Town of any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be independent contractors performing services for the BID or the BIDMA, as the case may be, without power or authority to bind the Town and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to this Agreement.

14. Indemnification

(a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "Liabilities") which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the BID-Town) to in any way relate to or arise out

of any act, omission or error in judgment of any performance of the Agreement, actively, passively or otherwise by the BIDMA, its members, directors and/or officers. Such liabilities shall include, without limitations, the following: claims or penalties arising from any violation of any federal, state or local laws, rules or regulations or insurance requirements, as well as any claim resulting from latent, patent, and other defects, whether or not discoverable by the BID-Town, any claim the insurance as to which is inadequate, any claim for patent, trademark or copyright infringement, any tort claim or claim for damages, any claim or liability in respect to any adverse environmental impact or effects. The BIDMA shall assume full responsibility for the defense against or settlement of any such liability, and the BID-Town shall cooperate with the BIDMA by providing, at the expense of the BIDMA, such witnesses, documents and other assistance as the BIDMA may reasonably request; provided, however, that: (i) the BID-Town shall be consulted as to the legal counsel to be employed in respect hereof and may veto, for good cause shown, the employment of any legal counsel unacceptable to it and (ii) if the BID-Town shall give to the BIDMA notice that, in good faith judgment, an important general interest of the BID-Town is involved in such liability or potential liability, the BID-Town shall have the right to consult with the BIDMA in the defense against or settlement of such liability.

(b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.

(c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

## 15. Notice

Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing, by the party receiving the same, or deposited in the United States mail by certified mail, return receipt requested, postage prepaid and addressed to:

(a) the Town Attorney's Office at the address hereinafter set forth:

(b) the Town and/or Supervisor at:

Supervisor Sean M. Walter  
Riverhead Town Hall  
200 Howell Avenue  
Riverhead, New York 11901

Town Attorney's Office  
Riverhead Town Hall  
200 Howell Avenue  
Riverhead, New York 11901

and to the BIDMA at: 1 East Main Street, Suite 4  
Riverhead, New York 11901

or such other addresses as may be specified by written notice sent in accordance herewith. Every notice, demand, request, or other communication hereunder shall be deemed to have been given at the time of mailing as aforesaid.

16. Amendments

Changes may be made to this Agreement by written amendment approved by the BID and the BIDMA. All such changes, modifications and amendments shall become part of the original Agreement.

17. Alcohol-Related Events

BIDMA acknowledges, understands and agrees, to the following conditions regarding any event delineated in the attached Schedule A, or amendments thereto, whereby alcohol shall be sold, served or consumed:

- a. BIDMA shall require each alcohol vendor participating in the event, defined as any party or entity selling, or serving or providing alcohol for consumption, to provide sufficient insurance liability coverage, based upon the number of participants or attendees in the event, which shall be subject to approval by the Town Attorney's Office and its Insurance Administrator, in its discretion.
- b. The BID, specifically, The Town of Riverhead, and BIDMA, shall be named in all certificates of liability insurance coverage, as additional insureds, regarding alcohol coverage.
- c. The certificate of insurance must be provided to the Town Attorney's Office no later than fourteen (14) days before the scheduled event. The Town reserves the right to require additional insurance coverage if so deems in its best interests.
- d. BIDMA shall provide to the Town copies of all applicable State Liquor Authority licenses, certificates and other appropriate documents no later than fourteen (14) days before the applicable event, from each of the participating alcohol vendors.
- e. BIDMA acknowledges, understands and agrees to obtain RTC Chapter 90 permits in a timely manner.
- f. BIDMA acknowledges, understands and agrees that failure to

provide the requisite documents in applicable time frames may result in revocation of the subject Chapter 90 permit for the event.

18. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS HEREOF, this Agreement has been duly executed by the respective parties on the date last written herein.

RIVERHEAD BUSINESS IMPROVEMENT  
DISTRICT MANAGEMENT ASSOCIATION, INC.

\_\_\_\_\_  
By: Raymond Pickersgill, President

\_\_\_\_\_  
Date

TOWN OF RIVERHEAD  
BUSINESS IMPROVEMENT DISTRICT

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

\_\_\_\_\_  
Date

		<b>2013 B.I.D.M.A. Budgeted</b>	<b>1st Payment</b>	<b>2nd Payment</b>	<b>3rd Payment</b>	<b>Final 2013 Budget</b>
		<b>Amount</b>	<b>2/7/2013</b>	<b>4/1/2013</b>	<b>8/1/2013</b>	
<b>Administration</b>	Accountant	<b>\$ 2,500.00</b>	\$ 1,250.00	\$ 625.00	\$ 625.00	
	Advertising					
	Cablevision					
	Christmas Lights	<b>5,000.00</b>			5,000.00	
	Computer					
	Insurance	<b>2,500.00</b>	2,500.00			
	Office Supplies	<b>200.00</b>	100.00	50.00	50.00	
	Payroll					
	Payroll Processing					
	Payroll Taxes					
	Rent					
	Workers Comp					
	<b>118.064100.543925</b>	<b>\$ 10,200.00</b>	<b>\$ 3,850.00</b>	<b>\$ 675.00</b>	<b>\$ 5,675.00</b>	<b>\$ 10,200.00</b>
<b>Advertising</b>	<b>118.064100.544160</b>	<b>\$ 41,900.00</b>	\$ 20,950.00	\$ 10,475.00	\$ 10,475.00	<b>\$ 41,900.00</b>
<b>Events:</b>						
June	Cardboard Boat Race	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00		
June	Antique Show	1,000.00	1,000.00			
July	4th of July Celebration	10,000.00		10,000.00		
May - Sept	Cruise Nights	7,500.00		3,750.00	3,750.00	
July	Country Western	-				
Aug	Oldies Show	6,000.00			6,000.00	
Dec	Holiday Bonfire	2,000.00			2,000.00	
	<b>118.064100.544160</b>	<b>\$ 29,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 15,250.00</b>	<b>\$ 11,750.00</b>	<b>\$ 29,500.00</b>
<b>Total 2013 Budget</b>		<b>81,600.00</b>	<b>27,300.00</b>	<b>26,400.00</b>	<b>27,900.00</b>	<b>81,600.00</b>

02.05.13  
130124

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 124**

**GRANTS SABER RIVERHEAD 58, LLC  
IMPORTATION / GRADING PERMIT AS PROVIDED BY CHAPTER 62  
OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Saber Riverhead 58, LLC is the owner of the subject property located at 1775 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map Nos. 0600-119-1-7 and 0600-119-1-23.1; and

**WHEREAS**, Charles R. Cuddy, Esq., attorney for Saber Riverhead 58, LLC, has petitioned the Town Board for an permit pursuant to Chapter 62 of the Riverhead Town Code for the importation of 200 cubic yards of soils in connection with the construction of a 122,184 sq. ft. shopping center as depicted on a survey dated October 31, 2011, prepared by Nathan Taft Corwin III Land Surveyor; and

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

**WHEREAS**, the owner's Engineer, Courtney Riley, LEED AP of VHB Planning Transportation Land Development Environmental Services, has submitted a detailed report, dated January 31, 2013, for the proposed work to be completed and as depicted on the above referenced survey dated October 31, 2011, indicating a total of 200 cubic yards of soil to be imported and such importation of material will be supported by a manifest from the owner and approved by the Town of Riverhead's Engineering and Building Departments.

**NOW THEREFORE BE IT RESOLVED**, that based upon the foregoing, the Town Board hereby grants the excavation permit requested by the owner, such permit authorizing the importation of not more than 200 cubic yards of soils in accordance with the application and calculations of Courtney Riley, LEED AP of VBH Planning Transportation Land Development Environmental Services, pursuant to their report dated January 31, 2013, submitted with the application for importation/grading; and be it further

**RESOLVED**, that the Building Department is hereby authorized to accept and collect all importation/grading permit fees concurrently with the issuance of the Building Permit in the amount of \$500.00 dollars, representing \$2.00 per cubic yard for the importation of said soils, containing the inclusion of a permit fee of \$100.00; be it further

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

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

**RESOLVED**, that upon the conclusion of the importation/grading operations, the owner's engineer shall provide certification to the Building Department confirming the total of 200 cubic yards was imported onto the property; and be it further

**RESOLVED**, that this approval is subject to all provisions of Chapter 62 of the Riverhead Town Code; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles R. Cuddy, Esq., 445 Griffing Avenue, Riverhead, NY 11901; and be it further

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

#### **THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 125**

**APPOINTS TWO MAINTENANCE MECHANIC II EMPLOYEES TO THE SEWER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, vacancies for the position of Maintenance Mechanic II exist in the Riverhead Sewer District; and

**WHEREAS**, two positions were duly posted for, Job Postings #12 and #13, duly advertised for, interviews were conducted; and

**WHEREAS**, pursuant to a completed background investigation and personal interview, it is the recommendation of Sewer District Superintendent Michael Reichel and the Town Personnel Committee to appoint Joseph Densieski and Thomas Gallo, Jr. to these vacant positions.

**NOW, THEREFORE, BE IT RESOLVED**, that effective February 6, 2013 this Town Board hereby appoints Joseph Densieski and Thomas Gallo, Jr. to the positions of Maintenance Mechanic II as found in Group 7, Step P of the Operational and Technical Salary Schedule in the CSEA contract; and,

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Joseph Densieski, Thomas Gallo, Jr., the Sewer District Superintendent, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130126

**TOWN OF RIVERHEAD**

**Resolution # 126**

**AUTHORIZES ATTENDANCE AT THE 2013 TRAINING SCHOOL AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS**

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

**WHEREAS**, the Association of Towns is hosting their 2013 Training School and Annual Meeting at the Hilton Hotel and the Sheraton NY Hotel, New York City, on Sunday, February 17<sup>th</sup> through Wednesday, February 20<sup>th</sup>, 2013; and

**WHEREAS**, it is the desire of the following individuals to attend such course:

Sean Walter, Supervisor;  
John Dunleavy, Councilperson;  
George Woodson, Highway Superintendent; and  
Robert F. Kozakiewicz, Town Attorney  
William Duffy, Deputy Town Attorney

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the aforementioned individuals to attend the Association of Towns 2013 Training School and Annual Meeting to be held at the Hilton Hotel and the Sheraton NY Hotel, New York City on Sunday, February 17<sup>th</sup> through Wednesday, February 20<sup>th</sup>, 2013; and be it further

**RESOLVED**, that the Town Board hereby authorizes overnight accommodations to be limited to one evening, Monday, February 18, 2013 at either of the aforementioned hotels; and be it further

**RESOLVED**, that approved related expenses incurred by the individuals will be reimbursed upon proper submission of receipts; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130127

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 127**

**RATIFIES AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BROOKHAVEN FOR DISPOSAL OF EMERGENCY DISASTER DEBRIS AT THE BROOKHAVEN LANDFILL COMPLEX**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, municipal corporations in the State of New York are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the Town of Riverhead did experience significant damage due to the direct result of a declared emergency from the recent hurricane which caused flooding, downed trees, tree limbs, branches, leaves and related debris on, along, and/or in close proximity to several town roadways rendering the roadways impassable or dangerous; and

**WHEREAS**, the damages resulting from such event exceeded the capabilities of the Town of Riverhead to effectively perform debris management operations; and

**WHEREAS**, the yard waste, tree limbs, branches, leaves and related debris collected by the Town of Riverhead must be recycled or disposed of in accordance with applicable law; and

**WHEREAS**, the Town of Brookhaven owns and operates a Landfill Complex located in the Brookhaven Landfill Complex at 350 Horseblock Road, Yaphank, NY which accepts yard waste; and

**WHEREAS**, the Town of Riverhead wishes to dispose of the yard waste at the Brookhaven Landfill Complex, and Brookhaven wishes to accept such material for disposal under the terms set forth below; and

**WHEREAS**, both the Towns of Riverhead and Brookhaven desire to work cooperatively together to provide an environmentally sound and cost-effective arrangement for disposing of yard waste in the Town of Riverhead consistent with applicable law.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby ratifies the authorization for the Supervisor to execute an Intermunicipal Agreement with the Town of Brookhaven in substantially the form annexed hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Town of Brookhaven, One Independence Hill, Farmingville, NY 11738; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **INTER-MUNICIPAL AGREEMENT**

### **BETWEEN THE TOWN OF BROOKHAVEN and THE TOWN OF RIVERHEAD**

**THIS AGREEMENT (the "Agreement")** made between the **TOWN OF BROOKHAVEN ("BROOKHAVEN")**, a municipal corporation of the State of New York, having its principal offices at One Independence Hill, Farmingville, NY 11738 and the Town of Riverhead, a municipal corporation of the State of New York, having its principal offices at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter "**RIVERHEAD**") provides as follows:

#### **RECITALS:**

**WHEREAS**, municipal corporations in the State of New York, including the **PARTIES** herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the Municipality may experience significant damage due to the direct result of a declared emergency resulting from a hurricane, flooding, extreme weather, and other natural and/or manmade disasters; and

**WHEREAS**, the damages resulting from such events may exceed the capabilities of the Municipality to effectively perform debris management operations; and

**WHEREAS**, the Vegetative Waste, defined herein, collected by the Municipality must be recycled or disposed of in accordance with applicable law; and

**WHEREAS**, Brookhaven owns and operates a Landfill Complex located in the Brookhaven Landfill Complex at 350 Horseblock Road, Yaphank, N.Y. which accepts Vegetative Waste; and

**WHEREAS**, the Municipality wishes to dispose of the Vegetative Waste, defined herein, at the Brookhaven Landfill Complex, and Brookhaven wishes to accept such material for disposal under the terms set forth below; and

**WHEREAS**, both the Towns of Brookhaven and Municipality desire to work cooperatively together to provide an environmentally sound and cost-effective arrangement for disposing of Vegetative Waste collected in the Municipality consistent with applicable law.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained the parties agree, warrant and covenant as follows:

Purpose and Intent. The purpose of this Agreement is to set forth the terms and conditions under which the Municipality will deliver, and Brookhaven will accept, Vegetative Waste, defined herein, at Brookhaven's Landfill Complex located 350 Horseblock Road, Yaphank, New York. The parties hereto recognize and agree that the access to the Landfill Complex which is hereby granted to the Municipality by Brookhaven shall be governed solely by the terms of this Agreement.

## 1. Definitions

- A. "Brookhaven Facility" shall mean Brookhaven's Landfill Complex, which includes the Brookhaven Materials Recovery Facility (MRF), a recycling facility, C&D processing facility and transfer station located at 350 Horseblock Road, Yaphank, New York.
- B. Facility Delivery Hours shall mean the hours of Landfill Complex operation which are 7:00 am - 4:00 pm Monday through Friday, and 7:00 am - 12:00 pm Saturday, except holidays.
- C. Vegetative Waste shall mean trees, brush, leaves limbs or any vegetation. Such vegetative waste shall exclude grass and grass clippings.

2. Term. The term of this Agreement shall be in effect **October 28, 2012** and shall expire on **May 31, 2013**.

## 3. Delivery and Acceptance of Debris

Commencing on the first day of the Term of this Agreement and continuing throughout the Term hereof, and subject to the terms of this Agreement, the Municipality agrees to deliver, or cause to be delivered to the Brookhaven Facility all Vegetative Waste collected, received or generated by the Municipality, as a direct result of a Federally Declared Emergency resulting from a hurricane, flooding, extreme weather, and other natural and/or manmade disasters; provided however, that nothing herein shall constitute a warranty by the Municipality that any minimum or maximum quantity shall be delivered on a weekly, monthly or annual basis.

## 4. Tipping Fee, and Weight Records

- A. Vegetative Waste Payment The Municipality shall pay Brookhaven **Seventy-Five Dollars (\$75.00) per ton** for the disposal of Vegetative Waste pursuant to this Agreement.
- B. Weight Records.
- i. Billing shall be based upon weights recorded at the Brookhaven scales.
  - ii. Brookhaven shall provide and maintain truck scales and associated weighing and recording equipment, calibrated to the degree of accuracy required by the laws of the State of New York, and shall maintain daily records, by municipality, truck, and the tonnages received from the Municipality.
  - iii. In the event that the scales of the Town of Brookhaven are inoperable for reasons of maintenance or other cause, weighing of material and billing shall be based upon the scales of the Municipality. If the scales of both parties are inoperable, tare weights may be used.

## **5. Payment and Billing.**

- A. In the case of a Federally Declared Emergency, the Municipality authorizes the Town of Brookhaven to bill and collect the Federal Emergency Management Agency (FEMA) Public Assistance portion of all "Tipping Fees" from the FEMA under the Stafford Act and Article 44 of the Code of Federal Regulations.
- B. Billing Disputes In the event of any dispute over billing, the Municipality shall promptly advise Brookhaven of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The parties shall negotiate the dispute in good faith until either party advises the other, in writing, that an impasse exists. Thereafter, the exclusive means to resolve any dispute between the parties that arises out of this Agreement shall be through an action initiated in New York State Supreme Court, Suffolk County. Unless otherwise agreed in writing by the Parties, the Parties shall continue to perform their respective obligations under this Agreement during any Dispute proceeding.

## **6. Transportation**

- A. Transportation of all material delivered to the Brookhaven Facility pursuant to this Agreement shall be provided by the Municipality at its sole cost and expense.
  - B. The Municipality shall provide Brookhaven with a list of all vehicles owned or hired by the Municipality that are authorized to transport material pursuant to this Agreement, together with the identification and registration number of all such authorized vehicles, and shall promptly notify Brookhaven of any change in any such list. The identification and registration number of each vehicle making deliveries hereunder shall be prominently displayed and permanently affixed to each vehicle.
  - C. It shall be the responsibility of the Municipality to ensure that all vehicles delivering material to the Brookhaven Landfill Complex shall be properly registered, equipped and insured according to applicable law, and all drivers shall be properly licensed. All drivers shall obey the internal traffic rules and regulations of the Brookhaven Facility.
7. **Material Specifications and Testing Requirements.** All material delivered hereunder shall be non-hazardous and meet the applicable requirements set forth in the Brookhaven Landfill permit and the regulations of the New York State Department of Environmental Conservation. Brookhaven reserves the right to take samples and conduct tests upon materials delivered by the Municipality. Such testing shall be at the sole cost and expense of the Town of Brookhaven, provided however, that in the event that unauthorized material is found to be present in a delivery from the Municipality, then, the Municipality shall bear the costs of all sampling, testing, handling and disposal of such material.

## **8. Insurance.**

- A. Each party hereto shall proceed on a self-insured basis, provided however, that all delivery vehicles shall be insured as required by law.

- B. If the Municipality shall contract with a hauler, under separate agreement, to provide pick-up and delivery services under this Agreement, the Municipality shall cause its hauling contractor responsible for the delivery of material to add Brookhaven as an additional insured on all policies of insurance required of said contractor by Brookhaven. The Municipality shall deliver a copy of the contractor's amended certificate of insurance to Brookhaven before the commencement of work.

**9. Indemnity** The Municipality shall defend, indemnify and hold harmless Brookhaven from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Municipality, its agents, servants or employees.

**10. Default and Termination**. In the event of a breach of an obligation under this Agreement, the right to recover damages will ordinarily constitute an adequate remedy. Therefore, except as otherwise provided in this Agreement, neither party shall have the right to terminate its obligations under this Agreement except as follows:

A. Brookhaven's Right to Terminate. Brookhaven shall have the right to terminate this agreement upon the persistent and repeated breach of the provisions of this agreement by the Municipality, provided that Brookhaven shall have provided written notice of such breach to the Municipality, and provided further that the Municipality shall have failed to cure such breach within 30 days of said notice; or the failure by the Municipality to pay any sum due, for a period of 90 days.

B. The Municipality's Right to Terminate. The Municipality shall have the right to terminate this agreement upon the persistent and repeated breach of the provisions of this agreement by Brookhaven, provided that the Municipality shall have provided written notice of such breach to Brookhaven, and provided further that Brookhaven shall have failed to cure such breach within 30 days of said notice.

**11. Survival of Obligations**. It is expressly understood and agreed that any and all claims and obligations for payment of costs and expenses incurred under this Agreement prior to termination under this paragraph shall survive such termination.

**12. Compliance**. Both Brookhaven and the Municipality shall comply with all Federal, State and Local Laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement.

**13. No Modification**. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by all parties.

**14. Law Provisions**. All provisions as required by Law are hereby deemed inserted. The Parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

**15. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

**TOWN OF BROOKHAVEN**

**TOWN OF RIVERHEAD**

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

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

02.05.13  
130128

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 128**

**DECLARES CERTAIN TRAFFIC LIGHT TO BE SURPLUS PROPERTY AND  
AUTHORIZES THE DISPOSAL THEREOF**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Procurement Policy, which was amended by Resolution #198 adopted by the Town Board on March 15, 2011, authorizes the Town to dispose of personal property; and

**WHEREAS**, pursuant to Guideline 8 of the Town's Procurement Policy the Town is authorized to dispose of surplus/obsolete property based upon an evaluation by the Town Financial Administrator, with the assistance of the department head, regarding estimated surplus value and, thereafter, recommendation of Financial Administrator to the Town Board regarding disposal or sale; and

**WHEREAS**, the Engineering Department is in possession of a non-operational outdated traffic light and deems this item surplus property with a value of \$60.00, said value based upon potential market for sale of the metal portions of the defunct traffic light; and

**WHEREAS**, Joe's Garage LLC has expressed a desire and willingness to purchase the traffic light for such sum deemed appropriate by the Town; and

**WHEREAS**, based upon the Engineering Department's evaluation and estimated value, the Financial Administrator recommends that the Town sell the defunct traffic light for a sum not less than \$60.00; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board is hereby authorized to dispose of said traffic light; to Joe's Garage LLC for \$60.00; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Joe's Garage LLC, PO Box 696, Aquebogue, NY 11931, the Engineering Department and the Accounting Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

02.05.13  
130129

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 129**

**RIVERHEAD DOWNTOWN REVITALIZATION  
IMPROVEMENT PROJECT**

**BUDGET ADOPTION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, December 2012 the Community Development Department was awarded \$250,000 through the New York State Division of Housing to provide funds to support Main Street revitalization projects.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
177.085100.492170.44028    State Aid – NYS Housing Trust Fund	250,000	
177.085100.541000.44028    Building Renovations & Improvements		231,250
177.085100.549000.44028    Administrative Expenses		18,750

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 130

**AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2013 CALENDAR YEAR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

**WHEREAS**, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

**WHEREAS**, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2013 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to enter into an agreement with Suffolk County Police Athletic League Boys for referee services for referee services for 2013 Girls Lacrosse, 2013 Boys Lacrosse, and 2013 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$2880.00, \$2580.00 and \$7000.00, respectively; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF  
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND  
RIVERHEAD YOUTH SPORTS, INC.**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

**WHEREAS**, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

**WHEREAS**, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

**WHEREAS**, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2013 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

**WHEREAS**, by Resolution # \_\_\_\_ adopted on February 5, 2013, the Town Board authorized the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2013 Girls Lacrosse, 2013 Boys Lacrosse, and 2013 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$2880.00, \$2580.00 and \$7000.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

**SECTION 1. Purpose:**

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

**SECTION 2. Scope of Work:**

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2013 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on February 15, 2013 and expire at the end of the 2013 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide \*payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$2880.00 for 2013 Girls Lacrosse; \$2580.00 for the 2013 Boys Lacrosse and \$7000.00 for 2013 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. \*To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

**IN WITNESS WHEREOF**, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

Riverhead Youth Sports, Inc

\_\_\_\_\_  
Riverhead Youth Sports, Inc President

\_\_\_\_\_  
Date

TOWN OF RIVERHEAD

Resolution # 131

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #13-02 January 17, 2013 (TBM 2/5/13)			
FUND NAME		Transfer	TOTAL TFR
GENERAL FUND	1	1,148,606.54	1,148,606.54
POLICE ATHLETIC LEAGUE	4	89.80	89.80
RECREATION PROGRAM FUND	6	1,427.36	1,427.36
CHILD CARE CENTER BUILDING FUN	9	500.00	500.00
MULTI YEAR OPERATING GRANT FUN	99	380.10	380.10
HIGHWAY FUND	111	158,906.69	158,906.69
WATER DISTRICT	112	90,224.31	90,224.31
RIVERHEAD SEWER DISTRICT	114	76,115.13	76,115.13
REFUSE & GARBAGE COLLECTION DI	115	33,792.02	33,792.02
STREET LIGHTING DISTRICT	116	105,987.18	105,987.18
PUBLIC PARKING DISTRICT	117	4,529.25	4,529.25
BUSINESS IMPROVEMENT DISTRICT	118	627.17	627.17
AMBULANCE DISTRICT	120	12,951.20	12,951.20
EAST CREEK DOCKING FACILITY FU	122	18,863.72	18,863.72
CALVERTON SEWER DISTRICT	124	2,472.06	2,472.06
RIVERHEAD SCAVANGER WASTE DIST	128	29,681.42	29,681.42
UNEMPLOYMENT INSURANCE RESERVE	176	3,340.27	3,340.27
COMMUNITY DEVELOPMENT AGENCY C	405	483,000.00	483,000.00
TOWN HALL CAPITAL PROJECTS	406	12,993.00	12,993.00
TRUST & AGENCY	735	15,030,772.85	15,030,772.85
CALVERTON PARK - C.D.A.	914	21,531.09	21,531.09
TOTAL ALL FUNDS		17,236,791.16	17,236,791.16

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 131

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #13-03 January 24, 2013 (TBM 2/5/13)			
FUND NAME		Transfer	GRAND TOTALS
GENERAL FUND	1	1,110,718.26	1,110,718.26
RECREATION PROGRAM FUND	6	3,455.74	3,455.74
HIGHWAY FUND	111	100,492.83	100,492.83
WATER DISTRICT	112	55,578.79	55,578.79
RIVERHEAD SEWER DISTRICT	114	284,916.71	284,916.71
REFUSE & GARBAGE COLLECTION DI	115	211,258.15	211,258.15
STREET LIGHTING DISTRICT	116	6,886.51	6,886.51
PUBLIC PARKING DISTRICT	117	273.50	273.50
BUSINESS IMPROVEMENT DISTRICT	118	268.72	268.72
AMBULANCE DISTRICT	120	34.70	34.70
EAST CREEK DOCKING FACILITY FU	122	1,694.90	1,694.90
CALVERTON SEWER DISTRICT	124	1,402.91	1,402.91
RIVERHEAD SCAVANGER WASTE DIST	128	44,219.37	44,219.37
CDBG CONSORTIUM ACCOUNT	181	10,952.73	10,952.73
GENERAL FUND DEBT SERVICE	384	187,469.67	187,469.67
COMMUNITY DEVELOPMENT AGENCY C	405	7,942.31	7,942.31
TOWN HALL CAPITAL PROJECTS	406	981.01	981.01
TRUST & AGENCY	735	6,278,228.74	6,278,228.74
CALVERTON PARK - C.D.A.	914	7,000.00	7,000.00
<b>TOTAL ALL FUNDS</b>		<b>8,313,775.55</b>	<b>8,313,775.55</b>

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 131

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #13-04 February 01, 2013 (TBM 2/5/13)				
FUND NAME		Transfer		GRAND TOTALS
GENERAL FUND	1	184,853.52		184,853.52
RECREATION PROGRAM FUND	6	1,920.00		1,920.00
HIGHWAY FUND	111	6,983.31		6,983.31
WATER DISTRICT	112	26,108.48		26,108.48
RIVERHEAD SEWER DISTRICT	114	18,063.73		18,063.73
REFUSE & GARBAGE COLLECTION DI	115	3,185.82		3,185.82
STREET LIGHTING DISTRICT	116	22,929.36		22,929.36
PUBLIC PARKING DISTRICT	117	5,015.95		5,015.95
BUSINESS IMPROVEMENT DISTRICT	118	27,300.00		27,300.00
AMBULANCE DISTRICT	120	174.92		174.92
EAST CREEK DOCKING FACILITY FU	122	95.70		95.70
CALVERTON SEWER DISTRICT	124	1,324.92		1,324.92
RIVERHEAD SCAVANGER WASTE DIST	128	6,811.92		6,811.92
CDBG CONSORTIUM ACOUNT	181	5,000.00		5,000.00
TOWN HALL CAPITAL PROJECTS	406	36,584.02		36,584.02
RIVERHEAD SEWER CAPITAL PROJEC	414	2,041.35		2,041.35
CALVERTON SEWER CAPITAL PROJEC	424	7,857.86		7,857.86
TRUST & AGENCY	735	1,252,425.02		1,252,425.02
CALVERTON PARK - C.D.A.	914	8,942.00		8,942.00
<b>TOTAL ALL FUNDS</b>		<b>1,617,617.88</b>		<b>1,617,617.88</b>

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 132**

**AMENDS RESOLUTION #844 FROM 2012**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Resolution #844 was ratified on November 7, 2012 appointing part-time call-in personnel to the Youth Bureau’s 2012-2013 Mentoring Matters Program; and

**WHEREAS**, said resolution failed to reappoint certain additional returning staff to the Mentoring Matters Program.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby amends Resolution #844 and appoints the following part-time call-in staff to the 2012-2013 Mentoring Matters Program:

Magdalena Babicz	Call-in Rec. Leader IV	\$30.00 per hour
Eugene Barrow	Call-in Rec. Leader I	\$11.55 per hour
Bernice Brown	Recreation Aide II, Level 3	\$14.00 per hour
Ben Chester	Recreation Aide I, Level 5	\$9.00 per hour
Christian Estrada	Recreation Aide I, Level 5	\$9.00 per hour
Alexa Nieves	Call-In Rec. Aide II	\$10.30 per hour
Anna Quigley	Rec. Leader III, Level 3	\$24.90 per hour
Barbara Wooten	Part-Time Clerk	\$13.20 per hour

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #132 was **TAKEN OFF THE FLOOR**

The Vote: Giglio, yes, Gabrielsen, yes; Wooten, yes, Dunleavy, yes; Walter, yes

**THE VOTE TO ADOPT**

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

The Resolution Was  Thereupon Duly Declared Adopted