

## **RESOLUTION LIST**

**July 2, 2013**

**Res. #517 Theodore Roosevelt Council, Inc., BSA Water Capital Project Budget Adoption**

**Res. #518 General Fund Justice Court Budget Adjustment**

**Res. #519 Kristie Rose Court Subdivision Water District Capital Project Budget Adoption**

**Res. #520 Stoneleigh Retirement Community – Phase III Water Ext. Capital Project Budget Adoption**

**Res. #521 Water Department Budget Adjustment**

**Res. #522 Amends and Updates Family and Medical Leave of Absence Policy**

**Res. #523 Grants Special Use Permit Petition of Atlantis Management Group (Atlantis Mart)**

**Res. #524 Awards Bid for Work Clothes**

**Res. #525 Authorization to Publish Advertisement for Food for Senior Center**

**Res. #526 Authorization to Publish Advertisement for 2013 Pick Up Truck**

**Res. #527 Ratifies the Appointment of Seasonal Water Safety Instructors to the Recreation Department**

**Res. #528 Ratifies the Appointment of a Seasonal Recreation Aide to the Recreation Department (Tyesha Harrell)**

**Res. #529 Appoints a Call-In Recreation Aide to the Recreation Department (Sierra Smith)**

**Res. #530 Ratifies the Appointment of an Assistant Recreation Leader to the Recreation Department (Avery Berry)**

**Res. #531 Ratifies the Appointment of a Recreation Aide to the Recreation Department (Benjamin Miller)**

**Res. #532 Ratifies the Appointment of an Assistant Recreation Leader to the Recreation Department (William Harrington)**

- Res. #533 Authorizes the Supervisor to Execute an Agreement with Suffolk County for Operation Shield Grant Program**
- Res. #534 Designates the Secretary of State as Agent for Service of Notice of Claim under the Uniform Notice of Claim Act**
- Res. #535 Authorizes the Supervisor to Enter into an Inter-municipal Emergency Hazardous Materials Incident Mitigation Assistance Agreement with the Town of Southampton**
- Res. #536 Approves the Chapter 90 Application of Garden of Eve, LLC (L.I. Garlic Festival – September 21<sup>st</sup>& 22<sup>nd</sup>, 2013)**
- Res. #537 Approves the Application for Fireworks Permit of Jamesport Fire Department (July 13, 2013)**
- Res. #538 Approves Chapter 90 Application of PC Richard & Son (Tent Sale – August 6<sup>th</sup> through August 20<sup>th</sup>, 2013)**
- Res. #539 Authorizes Town Clerk to Publish and Post Notice to Bidders for Sensus Water Meters & Accessory Equipment, or Reasonable Equivalent for Use by the Riverhead Water District**
- Res. #540 Amends Resolutions #417 & 435**
- Res. #541 Authorizes Waiver of Building Permit and Fire Prevention Fees for East Main Street Fire Damaged Premises**
- Res. #542 Appoints a Maintenance Mechanic II to the Sewer District (Brian Cybulski)**
- Res. #543 Authorizes Supervisor to Sign Agreement with Electronic Waste Recycling**
- Res. #544 Pays Bills**
- Res. #545 Authorizes the Supervisor to Execute a License Agreement with Jumping Fish, Inc. to Operate Fishing Charter at Ammerman Park Dock/Marina**
- Res. #546 2013 Capital Project#45118 Closure**
- Res. #547 Highway District Budget Adjustment**

**Res. #548 Resolution of Additional Support for Pending Application by the  
Riverhead Sewer District to the Suffolk County Infrastructure Grant  
Program**

07.02.13  
130517

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 517**

**THEODORE ROOSEVELT COUNCIL, INC., BSA**  
**WATER CAPITAL PROJECT**

**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, \$64,522.65 has been received by Theodore Roosevelt Council Inc. Boy Scouts of America for the installation of a fire line at Wading River-Manorville Road in Wading River; and

**WHEREAS**, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service.

**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>
412.092705.421050.30115    Developer Fees	64,522.65	
412.083200.523002.30115    Service Installation		64,522.65

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

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

**THE VOTE**

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

Walter  Yes  No  
The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130518

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 518**

**GENERAL FUND**  
**Justice Court**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Justice Court is requesting a budget adjustment received from the State for reimbursement of the folio counts pursuant to General Municipal Law to help fund unanticipated copier expenses.

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

		<u>FROM</u>	<u>TO</u>
001.012610.421070	Justice Fines & Fees	1,000	
001.011100.542100	Miscellaneous Supplies		1,000

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

**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

07.02.13  
130519

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 519**

**KRISTIE ROSE COURT SUBDIVISION**  
**WATER DISTRICT CAPITAL PROJECT**

**BUDGET ADOPTION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, \$ 3,500 has been received from Kaywood Properties LTD, for the Map & Plan for the proposed water main installation located at Kristie Rose Court off Doctors Path in Riverhead; and

**WHEREAS**, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service.

**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>
412.092705.421050.30116	Developer Fees	3,500	
412.083200.543501.30116	Professional Services - Eng		3,500

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to H2M, 575 Broad Hollow Road, Melville, New York 11747, the Accounting and Water Departments.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130520

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 520**

**STONELEIGH RETIREMENT COMMUNITY – PHASE III**  
**WATER EXT. CAPITAL PROJECT**

**BUDGET ADOPTION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, \$15,400 has been received by the developer for an engineering study on Phase III of the water main project at Stoneleigh Woods off Middle Road in Riverhead;

**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>
412.092705.421050.30114	Developer Fees	15,400	
412.083200.543501.30114	Engineering Expense		15,400

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to H2M, P.C 575 Broad Hollow Road, Melville, New York 11747, Brad Halinar, Project Manager Stoneleigh Woods, PO Box 1442, Riverhead, NY 11901, the Accounting and Water Departments.

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

07.02.13  
130521

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 521**

**WATER DEPARTMENT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, \$550.00 and \$254.82 has been received by the Water Superintendent as reimbursement for various meter repair.

**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>
112.092770.422031	Miscellaneous Water Charges	804.82	
112.083200.543000	Repairs		804.82

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Water 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 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 # 522**

**AMENDS AND UPDATES FAMILY AND MEDICAL LEAVES OF ABSENCE POLICY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town adopted a Family and Medical Leave of Absence on April 18, 1995, Resolution # 264 of 1995, to allow eligible employees to take an unpaid, job protected leave of absence for medical events involving the employee or certain family members; and

**WHEREAS**, the US Department of Labor issued a final rule on the Family and Medical Leave Act on March 8, 2013 implementing statutory amendments including military caregiver leave for a veteran and qualifying exigency leave; and

**WHEREAS**, the Town is desirous of safeguarding the rights of all employees by updating and amending Town policies to conform to all Federal legislation.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby amends the Town's Family and Medical Leave of Absence Policy to comply with the Department of Labor's final rule issued on March 8, 2013.

**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 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

## **Family and Medical Leave**

This policy is applicable to all requests for family and medical leaves of absences under the Family and Medical Leave Act of 1993 (FMLA). Once family and medical leave is exhausted, including any accrued paid leave which the Town requires an employee to use as part of a family leave or medical leave of absence, eligible employees may take leave pursuant to the Town's other leave policies as may exist, subject exclusively to the terms and conditions contained in the applicable collective bargaining agreement or in that separate leave policy.

Falsification of records and failure to correct records known to be false (even if true when given) are prohibited. Violation of this provision will result in discipline up to and including termination in accordance with Civil Service Law and the terms of the CSEA contract, where applicable.

### **I. Eligibility**

To be eligible for FMLA leave, an employee must have been employed by the Town for at least a total of 12 months and at least 1,250 hours over the past 12 months.

The 12 months need not be consecutive. Employment periods prior to a break in service of seven years or more need not be counted unless: (1) the break in service was occasioned by the employee's fulfillment of his/her Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation; or (2) there is a written agreement pursuant to which the Town has agreed to rehire the employee after the break in service.

Any week (or part thereof) during which the employee is maintained on the payroll (including any periods of paid or unpaid leave) during which other benefits or compensation are provided by the Town count as a week of employment.

An employee returning from USERRA-covered service will be credited with hours of service that would have been performed but for the employee's service. Thus, any employee reemployed following USERRA-covered service has the hours which would have been worked for the Town added to any hours actually worked during the previous 12-month period.

### **II. Leave Entitlement**

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each 12 month period (a rolling 12 month period that is measured backwards from the start date of any given leave to see how much leave was taken) for one or more of the following reasons: the birth of a child; the placement of a child for adoption or foster care; the care of an immediate family member (spouse, child or parent) with a serious health condition; or a serious health condition that makes the employee unable to work. There are also special provisions that apply to military families.

For purposes of this policy, a "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care as defined by the FMLA or continuing treatment by a health care provider as defined by the FMLA.

### **III. Procedure**

An employee requesting FMLA leave must submit the written leave request to his/her immediate supervisor at least 30 calendar days before the date the leave is intended to begin.

The Town recognizes that unexpected emergencies may arise where it is not possible to provide 30 calendar days' notice of the intended leave. In such situations, employees are expected to provide as much advance notice as is practicable.

### **IV. Medical Certification**

In cases where an employee is requesting a medical leave because of the employee's own serious health condition or that of his/her spouse, child or parent, the Town will require the employee to submit written medical certification, verifying the need for the leave when the employee provides notice of the need for leave or within five business days thereafter. The employee must provide a complete and sufficient certification within 15 calendar days after the Town's request, unless it is not practicable under the circumstances to do so.

If an employee fails to provide a complete and sufficient certification to support his/her reason for taking the leave, the Town will notify the employee in writing with regard to what additional information is necessary. The employee will have seven calendar days to cure the deficiency. If the deficiencies are not cured in the resubmitted certification, the Town may deny FMLA leave.

The Town at its own expense may require the employee to receive a second opinion from a health care provider designated and approved by the Town. This will not be a health care provider regularly used by the Town. If this opinion conflicts with the first opinion, the Town, again at its own expense, may request a third opinion from a health care provider mutually agreed upon by both the Town and the employee. The third opinion will be binding on both parties.

#### *A. Employee's Own Medical Condition*

For the employee's own medical leave, the certification must include the following information from the employee's attending physician:

1. the name, address, telephone number and fax number of the health care provider and type of medical practice/specialization;
2. the date on which the serious health condition began and its probable duration;
3. a statement or description of appropriate medical facts regarding the patient's health condition; and

4. information sufficient to establish that the employee is unable to perform the essential functions of his/her position as well as the nature of any other work restrictions, and the likely duration of the employee's inability.

*B. Medical Leave to Care for Family Member*

If the leave is being requested to care for a spouse, child or parent with a serious health condition, the written certification must include the following information from the family member's attending physician:

1. the name, address, telephone number and fax number of the health care provider and type of medical practice/specialization; and
2. the date on which the serious health condition began and its probable duration; and
3. a statement or description of appropriate medical facts regarding the patient's health condition; and
4. a statement that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member.

*C. Certification for Intermittent or Reduced Schedule Basis*

If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, the certification must include information sufficient to establish the medical necessity for the leave and an estimate of the dates and duration of the treatment and any periods or recovery.

If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's serious health condition, including pregnancy that may result in unforeseeable episodes of incapacity, the certification must include information sufficient to establish the medical necessity for the leave and an estimate of the frequency and duration of the episodes of incapacity.

If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, the certification must include a statement that the leave is medically necessary to care for the family member and an estimate of the frequency and duration of the required leave.

**V. Qualifying Exigency Military Family Leave**

FMLA eligible employees who have a spouse, son, daughter, or parent (the "military member") who is on covered active duty, has been called to covered active duty status or has been notified of an impending federal call or order to active duty may take up to 12 weeks of unpaid leave to take care of personal matters related to any of the following:

1. Short-notice deployment (notice of seven or less days prior to the date of deployment) (leave for this purpose can only be used for a period of seven calendar days beginning on the date a military member is notified of an impending call or order to active duty)
2. Military events and related activities in advance of and during deployment as defined by the FMLA;
3. Childcare and school activities that are necessitated by the covered active duty or call to covered active duty status of a military member as defined by the FMLA;
4. Financial and legal arrangements as defined by the FMLA;
5. To attend counseling as defined by the FMLA;
6. To spend time with the military member on rest and recuperation leave as defined by the FMLA;
7. To attend post-deployment activities as defined by the FMLA; and
8. Parental care as defined by the FMLA; and
9. Additional activities mutually agreed to by the Town and employee.

For the purposes of leave for childcare and school activities only, the definition of a child of a military member includes a biological, adopted, or foster child, a stepchild, a legal ward of the covered military member, or a child for whom a covered military member stands *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time the leave is to commence.

For all other purposes, the military member must be the employee's spouse, son, daughter or parent. A "son or daughter on covered active duty or called to covered active duty status" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.

The first time that an eligible employee requests qualifying military exigency FMLA leave, the employee must provide the Town with a copy of the military member's orders or other military documentation showing the military member's call to covered active duty and expected dates of the covered active duty service. In addition, for each qualifying exigency leave requested with regard to that military member, the employee must provide the Town with written certification that includes, among other information, the reason and anticipated duration of leave. A certification form will be provided by the Town for this purpose when a request for qualifying exigency leave is made.

## **VI. Military Caregiver Leave**

An eligible employee who is the spouse, son, daughter, parent or next of kin (as that term is defined by the FMLA regulations issued by the U.S. Department of Labor) of a “covered service member” is entitled to up to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious illness or injury.

A covered service member is defined as:

1. a current member of the Regular Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

2. a covered veteran (as defined by the FMLA) who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, serious injury or illness means an injury or illness that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member’s military office, grade, rank or rating.

In the case of a covered veteran, serious injury or illness means an injury or illness that was incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

1. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating;

2. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave;

3. a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

4. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The employee is only entitled to take the leave during one 12-month period measured forward from the date the leave begins. If an eligible employee does not take all 26 workweeks of leave during this period, the remaining weeks are forfeited. Additional leave may be taken in other 12-month periods for another covered service member or for the same covered service member with a subsequent injury or illness, except that no more than 26 workweeks may be taken within any single 12-month period. Eligible employees may still take up to 12 workweeks of FMLA leave for another covered purpose during the same time period, but the total amount of leave (including military caregiver leave) during that 12-month period may not exceed 26 workweeks. Leave that qualifies as both military caregiver leave and traditional FMLA leave for a family member with a serious health condition will be designated as military caregiver leave.

A husband and wife who are eligible for FMLA leave and are both employed by the Town are limited to a combined total of 26 workweeks of leave during the 12-month period if the leave is taken for the birth of a child or to care for the child after birth, for the placement of a child with the employee for adoption or foster care, to care for the child after placement, to care for the employee's parent with a serious health condition or to care for a covered service member with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse is entitled to the full 26 workweeks of FMLA leave.

In the context of military caregiver leave, the terms "son or daughter of a covered service member" are defined as the service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood *in loco parentis*, and who is of any age. A "parent of a covered service member" is defined as a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the covered service member. The term does not include parents-in-law.

Eligible employees who request to take military caregiver leave will be required to provide certification from the service member's authorized health care provider. A certification form will be provided by the Town for this purpose. In lieu of this certification, an eligible employee may provide the invitational travel order (ITO) or invitational travel authorization (ITA) issued by the federal government to the employee or any family member to join an injured or ill service member at his or her bedside. Second and third opinions and recertifications will not be requested for military caregiver leave.

## **VII. Substitution of Paid and Unpaid Leave**

An employee taking FMLA leave will be required to substitute any accrued paid vacation, personal and/or sick leave for any of the 12 workweeks of unpaid FMLA leave set forth in this policy. The remainder of the FMLA leave will be unpaid. The employee will be notified in writing that the vacation time, personal leave and/or sick days will be counted towards the 12 weeks of FMLA leave.

Any unpaid leave available under Town policy that is available for purposes consistent with FMLA purposes may be used. This leave will be counted towards an employee's FMLA entitlement.

## **VIII. Intermittent and Reduced Schedule Leave**

FMLA leave time may be taken intermittently (or on a reduced schedule basis) whenever the leave is medically necessary to care for a spouse, child, or parent with a serious health condition, or because the employee has a serious health condition or is caring for a serious injury or illness of a covered service member which requires periodic treatment by a health care provider periodically.

Intermittent leave will not be granted for the birth or placement of a child.

If the need for intermittent leave is foreseeable, based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the Town's operations. Consequently, the employee must consult with the administration before scheduling such leave. The Town reserves the right to request that such leave be rescheduled.

When an employee requests intermittent leave or reduced schedule leave, the Town reserves the right to transfer the employee temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule. The position to which the employee is transferred will be equivalent in pay and benefits to the one that the employee held prior to the transfer.

## **IX. Recertification**

Employees who are on medical leave because of their own serious health condition or to take care of a spouse, child or parent with a serious health condition are required to submit to the Personnel Department on a monthly basis a written recertification of the need to remain on the leave every 30 days, except that if the medical certification states that the minimum duration of the condition is more than 30 days, recertification will not be required before that minimum duration expires.

In any case, recertification may be required every six months in connection with an absence by the employee.

The Town may request recertification on a more frequent basis if:

1. the employee requests an extension of leave; or
2. changed circumstances occur regarding the illness or injury; or
3. The Town receives information that casts doubt upon the continuing validity of the most recent certification; or
5. When an employee is unable to return to work at the conclusion of FMLA leave because of the continuation, recurrence or onset of a serious health condition thereby preventing the Town from seeking reimbursement for group health premiums paid on the employee's behalf during a period of unpaid FMLA leave.

## **X. Return to Work Certification**

All employees taking medical leave to care for their own serious health condition will be required to submit to the Supervisor, or his/her designee, an original copy of a fitness-for-duty certification signed by their health care provider before returning to work, stating that the employee is able to resume his/her position.

## **XI. Status of Benefits While on Leave**

While an employee is on FMLA leave pursuant to this policy, he/she will continue to be covered under the Town's group health, dental and optical, life and other insurance plans in effect and so chosen by the employee, so long as the employee continues to pay the employee portion of the premium costs, if any.

At the time an employee begins unpaid family or medical leave, he/she shall receive written instructions detailing the time and manner in which the employee's required contribution toward premiums, if any, are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions shall result in the loss of health, dental and optical, life and other insurance coverage so chosen by the employee.

An employee who fails to return to work for at least 30 calendar days following the expiration of the unpaid family or medical leave shall be required to reimburse the Town for the portion of the health care premiums paid by the Town during the unpaid leave unless the employee can establish that the failure to return was due to the continuation, recurrence or onset of a serious health condition which meets the criteria for leave under this policy or was due to other circumstances beyond the employee's control.

## **XII. Restoration of Benefits and Position at the Conclusion of Leave**

The employee on FMLA leave is not entitled to the accrual of any seniority or employment benefits, such as vacation or sick days, during any period of leave except as expressly stated herein or as provided by law. At the conclusion of an employee's FMLA leave, the employee will be returned to the position that the employee held prior to taking the leave. If that position is not available, the employee will be placed in a position that is equivalent in pay, conditions and other terms of employment as the employee's prior position. When the employee returns to active work following the FMLA leave, any benefits which have lapsed during the leave shall be reinstated as if the employee had remained actively employed during the leave except that the employee shall not accrue any additional benefits or seniority during the time of the leave.

## **XIII. Key Employees**

A key employee is a salaried, eligible employee who is among the highest paid ten percent of employees of the Town. Subject to limitation of contract and/or State law, the Town may refuse to reinstate key employees after using FMLA leave if it determines that substantial and grievous economic injury would result from reinstatement. The Town will give notice in writing at the commencement of FMLA leave, or as early as practicable, to an employee that he/she is a key

employee. If this determination is made, the employee will be given an opportunity to end the leave and return to work. If the employee remains on leave, he/she will not have a right to be restored to employment.

#### **XIV. Continuation of Leave**

An employee who wishes to take more leave than provided by this policy must take leave pursuant to another Town leave policy or contract, if any. The reinstatement of an employee, and the employee's right to continue group health coverage by only paying the employee's portion of the premiums (and any other benefit rights listed in this policy), are, however, protected only for the 12 workweeks of FMLA leave, unless otherwise provided by contract, policy or state law.

#### **XV. Reservation of Rights**

The Town will comply with all legal requirements for providing FMLA leave to eligible employees. To the extent the law permits Town discretion, the Town hereby expressly reserves the right to modify, change or eliminate any provision of this policy with respect to any employee or group of employees and does not intend to create a contractual commitment to any employee by issuing this policy.

07.02.13  
130523

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 523**

**GRANTS SPECIAL USE PERMIT PETITION OF  
ATLANTIS MANAGEMENT GROUP (ATLANTIS MART)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Riverhead Town Board is in receipt of a special use permit petition from Atlantis Management Group to allow the expansion of a nonconforming gas station use with the construction of a 1,025 sq. ft. convenience store, the removal of three gasoline dispensers and replacing them with four dispensers in a different location, and to add a 10,000 gallon underground storage tank upon real property located at 1356 Old Country Road (County Route 58), Riverhead, New York; such real property more particularly described as SCTM 0600-108-2-7; and

**WHEREAS**, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be one of local determination; and

**WHEREAS**, a public hearing was held by this Town Board on May 7, 2013 in order to hear any objections to the proposed expansion; and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing as well as all other pertinent planning, zoning and environmental information; now

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6 NYCRR Part 617 and further determines the Action to be Unlisted without significant adverse impacts upon either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared; and

**BE IT FURTHER RESOLVED**, that in the matter of the special use permit petition of Atlantis Management Group, the Riverhead Town Board makes the following findings:

- (i) That the property lies within the Business Center Zoning Use District;
- (ii) That the existing use is a non-conforming use within the Business Center Zoning Use District;
- (iii) That the Town of Riverhead Zoning Ordinance allows for the expansion of a non-conforming use by special use permit issued by the Riverhead Town Board;
- (iv) That the property is presently developed as a gasoline service station;
- (v) That the site is suitable for the location of the use in the community;
- (vi) That adequate off-street parking stalls have been provided in conformance with the Town of Riverhead Zoning Ordinance;
- (vii) That adequate buffer yards and screenings have been provided to protect adjacent properties and land uses;
- (viii) That the property lies within the Riverhead Sewer District assuring that adequate provisions for the collection of treatment of sanitary sewage will be provided;
- (ix) That the applicant has provided expert testimony that access facilities will be provided to assure adequate access from expected motor vehicle traffic movements from all public highways;
- (x) That adequate provisions will be made to ensure that all stormwater runoff will be both contained and recharged on site and will not impact upon adjacent properties; and

**BE IT FURTHER RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special use permit petition of Atlantis Management Group to allow the expansion of a nonconforming gas station use with the construction of a 1,025 sq. ft. convenience store, the removal of three gasoline dispensers and replacing them with four dispensers in a different location, and to add a 10,000 gallon underground storage tank upon real property located at 1356 Old Country Road (County Route 58), Riverhead, New York; such real property more particularly described as SCTM 0600-108-2-7; subject to the condition that no building permit shall issue prior to the approval of a site plan application by the Town of Riverhead Planning Board pursuant to Article XXV of the Town of Riverhead Zoning Ordinance; and

**BE IT FURTHER RESOLVED**, that such special use shall commence within two (2) years as tolled from the date of this approval resolution; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Jose Montero of Atlantis Management Group, 555 South Columbus Avenue Mount Vernon, New York 10550, or agent, the Building Department, the Planning Department, the Town Attorney, the Fire Marshal, and that a copy be scanned to the Town Hall Share Drive for future reference.

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130524

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 524**

**AWARDS BID FOR WORK CLOTHES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a notice for sealed bids for WORK CLOTHES for the Town of Riverhead and;

**WHEREAS**, 4 bids were received and opened at 11:05 am on March 16, 2013 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for WORK CLOTHES be and hereby is, awarded to CENTEREACH WORK & PLAY, INC. & CINTAS CORPORATION for prices on the attached pages;

**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

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>CENT.W&amp;P</b>	<b>CINTAS</b>
Item #1	Trousers Poly-Cotton	RED KAP	
	(A) - Poly/Cotton Blend Dickies	12.50	
	(B) - Poly/Cotton Blend Dickies , Size 44-60	15.00	
	(C) - 100% Cotton Dickies	17.50	
	(D)- 100% Cotton Dickies, Size 44-60	21.00	
Item #2	Jeans		
	(A) - Dickies, Pre-washed CR393 Regular fit	16.40	
	(A1) -Dickies, Pre-washed CR393 Regular fit Sizes 44-50	17.90	
	(A2) - Dickies, Pre-washed CR393 Regular fit Sizes 52-56	17.90	
	(B) - Dickies, Pre-washed C993 Relaxed Fit	16.00	
	(B1) - Pre-washed C993 Relaxed Fit Sizes 44-50	17.50	
	(B2) - Pre-washed C993 Relaxed Fit Sizes 52-56	17.50	
	(C ) - Dickies, Relaxed fit Carpenter Jeans 1993SNB	21.80	
	(C1) - Relaxed fit Carpenter Jeans 1993SNB Sizes 44-50	24.00	
	(C2) - Relaxed fit Carpenter Jeans 1993SNB Sizes 52-56	26.00	
	(D) - Carhartt Carpenter Jeans #74308	28.00	
	(D1) - Carhartt Carpenter Jeans #74308 Sizes 44-50	30.25	
	(D2) - Carhartt Carpenter Jeans #74308 Sizes 52-56	30.25	
	(E) - Carhartt Relaxed fit Jeans #74307	24.00	
	(E1) - Carhartt Relaxed fit Jeans #74307Sizes 44-50	26.60	
	(E2) - Carhartt Relaxed fit Jeans #74307Sizes 52-56	26.60	
Item #3	Short Sleeve T-Shirt Dickies		
	(A) - Sizes S-XL	GILDAN-6	
	(B) - Sizes 2XL-3XL	8.50	
	(C) - Sizes 4XL	8.70	
Item #4	Short Sleeve Collared Polo Shirt Dickies #5521		
	(A) - Sizes S-XL	12.40	
	(B) - Sizes 2XL-3XL	13.75/15.25	
	(C) - Sizes 4XL	16.25	
	Tall - add % to the above prices	15.90	
Item #5	Short Sleeve Uniform Shirts Dickies - Poly/Cotton Blend Dickies SP 24 (or equal)		
	(A) - Sizes S-XL	8.20	
	(B) - Sizes 2XL-3XL	9.75	
	(C) - Sizes 4XL	9.75	
	Tall - add % to the above prices	0.00	
Item #6	Short Sleeve Uniform Shirts - 100% Cotton		
	(A) - Sizes S-XL	12.50	
	(B) - Sizes 2XL-3XL	15.00	
	(C) - Size 4XL	15.00	
	Tall - add % to the above prices	0.00	

Item #7	Long Sleeve Uniform Shirts - Poly/Cotton Blend Dickies SP20 (or equal)		
	(A) - Sizes S-XL	9.75	
	(B) - Sizes 2XL-4XL	11.75	
	(C) - Size 5XL	11.75	
	Tall - add % to the above prices	0.00	
Item #8	Long Sleeve Uniform Shirts - 100% cotton		
	(A) - Sizes S-XL	13.80	
	(B) - Sizes 2XL-3XL	16.60	
	(C) - Size 4XL	16.60	
	Tall - add % to the above prices		
Item #9	Short Sleeve T-Shirt, Poly/Cotton Blend - Safety Green		
	(A) - Sizes S-XL	(N/P)2.90	
	(B) - Sizes 2XL-3XL	6.25	
	(C) - Size 4XL	6.25	
	Tall - add % to the above prices		
Item #10	Short Sleeve T-Shirt, 100% Cotton - Safety Green		
	(A) - Sizes S-XL	NOT MADE	
	(B) - Sizes 2XL-3XL	100% COTT.	
	(C) - Size 4XL		
	Tall - add % to the above prices		
Item #11	Long Sleeve T-Shirt, Poly/Cotton Blend - Safety Green	6.40	
	(A) - Sizes S-XL	8.70	
	(B) - Sizes 2XL-3XL	N/B	
	(C) - Size 4XL	N/B	
	Tall - add % to the above prices		
Item #12	Long Sleeve T-Shirt, 100% Cotton - Safety Green		
	(A) - Sizes S-XL	NOT MADE	
	(B) - Sizes 2XL-3XL	100% COTT.	
	(C) - Size 4XL		
	Tall - add % to the above prices		
Item #13	Coveralls, one piece unlined - Dickies #4879NV		
	(A) - Sizes 28-46	REDKAP-22.00	
	(B) - Sizes 48-50	26.00	
	(C) - Sizes 52-60	26.00	
Item #14	Coveralls, Insulated 20 Degrees - Dickies #2430 (or equal) 100% cotton - brown; black		
	(A) - Sizes S-XL	64.50	
	(B) - Sizes 2XL-3XL	71.00	

	(C) - Size 4XL	71.00	
Item #15	Bib Overalls, Insulated - Dickies Duck - brown; black		
	(A) - Sizes S-XL	56.75	
	(B) - Sizes 2XL-3XL	62.00	
	(C) - Size 4XL	62.00	
Item #16	Long Coat, Insulated 20 Degrees Winter - Dickies Duck #3158BD - brown; black		
	(A) - Sizes S-XL	60.00	
	(B) - Sizes 2XL-3XL	66.50	
	(C) - Size 4XL & 5XL	66.50	
	Tall - add % to the above prices	66.50	
Item #17	Jacket, Lined Panel Front Spring Navy Blue		
	(A) - Sizes S-XL	27.00	
	(B) - Sizes 2XL-3XL	33.00	
	(C) - Size 4XL	33.00	
	Tall - add % to the above prices		
Item #18	Long Sleeve Sweatshirt - Poly/Cotton Blend - Navy blue only		
	(A) - Sizes S-XL	6.75	
	(B) - Sizes 2XL-3XL	10.30	
	(C) - Size 4XL	10.50	
	Tall - add % to the above prices	N/A	
Item #19	Long Sleeve Hooded Zippered Sweatshirt, Navy blue only		
	(A) - Sizes S-XL	17.00	
	(B) - Sizes 2XL-3XL	22.00	
	(C) - Size 4XL	22.50	
	Tall - add % to the above prices	N/A	
Item #20	Long Sleeve Insulated Hooded Zippered Sweatshirt, Navy only		
	(A) - Sizes S-XL	29.00	
	(B) - Sizes 2XL-3XL	31.50	
	(C) - Size 4XL	34.50	
	Tall - add % to the above prices	0.00	
Item #21	Long Sleeve Hooded Zippered Sweatshirt, HI VIS stripes		
	(A) - Sizes S-XL	40.00	
	(B) - Sizes 2XL-3XL	43.00	
	(C) - Size 4XL	46.00	

	Tall - add % to the above prices	N/A	
Item #22	Long Sleeve Insulated Hooded Zippered Sweatshirt - Safety Green		
	(A) - Sizes S-XL	31.75	
	(B) - Sizes 2XL-3XL	34.75	
	(C) - Size 4XL	38.00	
	Tall - add % to the above prices	0.00	
Item #23	High Visibility Park (Scotchlite reflective material)		
	Lime Yellow		
	(A) - Sizes S-XL	WTRPRF-48.5	
	(B) - Sizes 2XL-3XL	51.60	
	(C) - Sizes 4XL	54.50	
	Tall - add % to the above prices	N/A	
Item #24	High Visibility bomber jacket, Lime yellow		
	(A) - Sizes S-XL	WTRPRF-50	
	(B) - Sizes 2XL-3XL	53.00	
	(C) - Sizes 4XL	56.00	
	Tall - add % to the above prices	N/A	
Item #25	High Visibility Rain Jacket (pictured)Breathable		
	100% poly coated rain Jacket & pants		
	(A) - Sizes S-XL	?26	
	(B) - Sizes 2XL-3XL	29.00	
	(C) - Size 4XL	32.00	
	Tall - add % to the above prices	N/A	
Item #26	5.11 (or equal) Men's Short Sleeve PDU shirt	N/B	
	65% poly/35% cotton twill	N/B	
	(A) - Sizes S-XL	N/B	
	(B) - Sizes 2XL-3XL	N/B	
	(C) - Sizes 4XL	N/B	
Item #27	5.11 Tactical men's long sleeve PDU shirts	N/B	
	65% poly/35% cotton	N/B	
	(A) - Sizes S-XL	N/B	
	(B) - Sizes 2XL-3XL	N/B	
	(C) - Sizes 4XL	N/B	
Item #28	Heavy Duty Rainwear pants	N/B	
	(A) - Sizes S-XL	N/B	
	(B) - Sizes 2XL-3XL	N/B	
	(C) - Sizes 4XL	N/B	

Item #29	Heavy Duty Rainwear Jacket	N/B	
	(A) - Sizes S-XL	N/B	
	(B) - Sizes 2XL-3XL	N/B	
	(C) - Sizes 4XL	N/B	
	<b>THE FOLLOWING ITEMS TO BE UTILIZED BY FIRE MARSHAL &amp; CODE ENFORCEMENT</b>	N/B	
Item #30	Blauer Cotton blend long sleeve shirt #DN8431	N/B	
	(A) - Sizes S-XL	N/B	52.00
	(B) - Sizes 2XL-3XL	N/B	58.00
	(C) - Sizes 4XL	N/B	60.00
Item #31	Blauer cotton blend short sleeve shirt DN#8421	N/B	
	(A) - Sizes S-XL	N/B	45.00
	(B) - Sizes 2XL-3XL	N/B	50.00
	(C) - Sizes 4XL	N/B	52.00
Item #32	Streetgear pants DN8810X	N/B	
	(A) - Sizes S-XL	N/B	65.00
	(B) - Sizes 2XL-3XL	N/B	72.00
	(C) - Sizes 4XL	N/B	74.00
Item #33	TDU Poly cotton rip stop 5.11 pants dark navy #74003	N/B	
	(A) - Sizes S-XL	N/B	45.00
	(B) - Sizes 2XL-3XL	N/B	53.00
	(C) - Sizes 4XL	N/B	55.00
Item #34	UA Cold seal mock neck black long sleeve	N/B	
	(A) - Sizes S-XL	N/B	49.00
	(B) - Sizes 2XL-3XL	N/B	51.00
	(C) - Sizes 4XL	N/B	52.00
Item #35	UA gear full t-shirts black	N/B	
	(A) - Sizes S-XL	N/B	25.00
	(B) - Sizes 2XL-3XL	N/B	27.00
	(C) - Sizes 4XL	N/B	27.00
		N/B	
		N/B	
Item #36	Striker II 45 GTX regular safety boots	N/B	230.00
Item #37	5.11 short sleeved collared polo shirts, navy	N/B	
	(A) - Sizes S-XL	N/B	34.00

	(B) - Sizes 2XL-3XL	N/B	38.00
	(C) - Sizes 4XL	N/B	40.00
Item #38	5.11 long sleeved collared polo shirts, navy	N/B	
	(A) - Sizes S-XL	N/B	38.00
	(B) - Sizes 2XL-3XL	N/B	43.00
	(C) - Sizes 4XL	N/B	45.00
Item #39	5.11 Tactical s/s Taclite-Pro shirt w/free card wallet	N/B	
	(A) - Sizes S-XL	N/B	50.00
	(B) - Sizes 2XL-3XL	N/B	55.00
	(C) - Sizes 4XL	N/B	59.00

07.02.13  
130525

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 525**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FOOD FOR SENIOR CENTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FOOD FOR SENIOR CENTER for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the July 11, 2013 issue of the News Review and;

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD** for use by the TOWN OF RIVERHEAD SENIOR CENTER will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on JULY 25, 2013.**

Bid packets, including Specifications, may be examined and/or obtained on JULY 11, 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 a.m. and 4:30 p.m..weekdays, except holidays.

Each proposal must be submitted to the Town Clerk's Office in a sealed envelope clearly marked **“FOOD FOR USE BY THE TOWN OF RIVERHEAD SENIOR CENTER.”** 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

07.02.13  
130526

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 526**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR 2013 PICK UP TRUCK**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for a 2013 PICK UP TRUCK for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the July 11, 2013 issue of the News Review and;

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **2013 PICK UP TRUCK WITH POWER LIFT GATE AND SNOWPLOW PACKAGE** for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on JULY 25, 2013.**

Bid packets, including Specifications, may be obtained on line on our website @ [www.townofriverheadny.gov](http://www.townofriverheadny.gov) or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m..

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR 2013 PICKUP TRUCK WITH POWER LIFT GATE AND SNOWPLOW PACKAGE.**

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

Diane M. Wilhelm, Town Clerk

07.02.13  
130527

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 527**

**RATIFIES THE APPOINTMENT OF SEASONAL WATER SAFETY INSTRUCTORS  
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Water Safety Instructors are needed by the Riverhead Town Recreation Department for seasonal swim lessons at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective June 27, 2013 through and including September 3, 2013, this Town Board hereby appoints the attached list of Water Safety Instructors to the Recreation 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 Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT RATIFIED APPOINTMENTS  
7/2/13 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Salary</u></b>
Andrejack	Kristin	WSI Level III	6/27/13	9/3/13	\$12.75
Hegermiller	Gilbert	WSI Level III	6/27/13	9/3/13	\$12.75
Johanna	Imwalle	WSI Level IV	6/27/13	9/3/13	\$13.15
Loesch	Morgan	WSI Level III	6/27/13	9/3/13	\$12.75
Kollmer	Zachary	WSI Level III	6/27/13	9/3/13	\$12.75

07.02.13  
130528

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 528**

**RATIFIES THE APPOINTMENT OF A SEASONAL RECREATION AIDE  
TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Seasonal Recreation Aide is needed by the Riverhead Town Recreation Department for work in summer recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective June 25, 2013 this Town Board hereby ratifies the appointment of Tyesha Harrell to the position of Summer Recreation Aide I, Level 1, to be paid the rate of \$9.00 per hour 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

07.02.13  
130529

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 529**

**APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Call-In Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective July 2, 2013 this Town Board hereby appoints Sierra Smith to the position of Call-In Recreation Aide I, Level 3, to be paid the rate of \$8.50 per hour 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

07.02.13  
130530

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 530**

**APPOINTS AN ASSISTANT RECREATION LEADER  
TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-In Assistant Recreation Leader I (Level 1) is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective July 2<sup>nd</sup>, 2013, this Town Board hereby appoints Avery Berry to the position of Call-In Assistant Recreation Leader , to be paid the rate of \$9.50 per hour to the Recreation Department and

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130531

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 531**

**RATIFIES THE APPOINTMENT OF A RECREATION AIDE  
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Call-In Recreation Aide I (Level 2) is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective June 23<sup>rd</sup>, 2013, this Town Board hereby ratifies the appointment of Benjamin Miller to the position of Call-In Recreation Aide I, to be paid the rate of \$8.25 per hour to the Recreation Department and

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130532

ADOPTED

TOWN OF RIVERHEAD

Resolution # 532

**RATIFIES THE APPOINTMENT OF AN ASSISTANT RECREATION LEADER  
TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Call-In Assistant Recreation Leader I (Level 1) is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective June 23<sup>rd</sup>, 2013, this Town Board hereby ratifies the appointment of William Harrington to the position of Call-In Assistant Recreation Leader , to be paid the rate of \$9.50 per hour to the Recreation Department and

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130533

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 533**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH SUFFOLK COUNTY FOR OPERATION SHIELD GRANT PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the New York State Office of Homeland Security is appropriating pass-through grant funds for “Operation Shield”; and

**WHEREAS**, the Suffolk County, through its duly constituted Office of the Sheriff in conjunction with the East End Marine Task Force administers the pass-through funds for “Operation Shield”; and

**WHEREAS**, the Town of Riverhead has determined that it will provide personnel to assist in the “Operation Shield” exercises.

**NOWHEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with Suffolk County for funding under “Operation Shield” for term from June 1, 2013 to June 30, 2014; and be it further

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

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130534

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 534**

**DESIGNATES THE SECRETARY OF STATE AS AGENT FOR SERVICE OF NOTICE OF CLAIM UNDER THE UNIFORM NOTICE OF CLAIM ACT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the New York State Legislature, seeking to establish a uniform process and requirements, adopted the Uniform Notice of Claim Act in 2012; and

**WHEREAS**, the Uniform Notice of Claim Act amended General Municipal Law section 50-e, adding a new paragraph (f) to permit for service of a Notice of Claim upon the Secretary of State; and

**WHEREAS**, the Uniform Notice of Claim Act amended General Municipal Law section 50-e, adding a new paragraph (f) and added a new section 53, to permit for service of a Notice of Claim upon the Secretary of State; and

**WHEREAS**, the Uniform Notice of Claim Act further provides that a municipality shall file a certificate designating the Secretary of State as agent for service of a Notice of Claim upon the Secretary of State and that said certificate shall further provide the name, address of an officer, person, designee, nominee or other agent-in-fact for transmittal of notices of claim served upon the Secretary of State; and

**WHEREAS**, The Town Board of the Town of Riverhead hereby designates the Secretary of State as agent for alternate service of notices of claim and nominates the Town Clerk as officer for the transmittal of notices of claim served upon the Secretary of State.

**NOW THEREFORE BE IT RESOLVED** that pursuant to Uniform Notice of Claim Act, the Town Board, be and hereby, designates the Secretary of State as agent for service of notices of claim; and be it further

**RESOLVED**, that the Town Clerk be the officer for the Town of Riverhead for transmittal of notices of claim; and be it further

**RESOLVED**, that the Town Clerk file the certification and such other documents deemed required upon the Secretary of State under the Uniform Notice of Claim Act; 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 # 535**

**AUTHORIZES THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL  
EMERGENCY HAZARDOUS MATERIALS INCIDENT MITIGATION ASSISTANCE  
AGREEMENT WITH THE TOWN OF SOUTHAMPTON**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead has finite resources, which at a given point in time may require the aid and assistance of the Town of Southampton to any occurrence determined to be a Haz-Mat Incident; and

**WHEREAS**, the Town of Southampton has finite resources, which at a given point in time may require the aid and assistance of the Town of Riverhead during a Haz-Mat Incident; and

**WHEREAS**, it would be beneficial for the taxpayers of the towns to work with each other to unify the policy and procedures of each respective town provide mutual aid and assistance amongst one another at the appropriate times.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute an intermunicipal agreement between the Town of Riverhead and the Town of Southampton in substantially the form attached hereto; and be it further

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

## **MUNICIPAL EMERGENCY HAZARDOUS MATERIALS INCIDENT MITIGATION ASSISTANCE AGREEMENT**

Whereas, the State of New York is vulnerable to a variety of natural and technological disasters; including hazardous materials incidents;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between all levels of government;

WHEREAS; pursuant to the Constitution of the State of New York, municipalities are allowed to enter into inter municipal agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services, during an emergency, and

WHEREAS; the municipalities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE; pursuant to Article IX Section 1 of the Constitution of the state of New York, these municipalities agree to enter into this agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows;

### **SECTION I. DEFINITIONS**

- A. "Agreement" shall mean this document the "Municipal Emergency Hazardous Materials Incident Mitigation Assistance Agreement".
- B. "Aid and Assistance" shall include but not be limited to personnel, equipment, facilities, services, supplies and other resources.
- C. "Authorized Representative" shall mean a party's employee who had been authorized in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.
- D. "Haz-Mat Incident" shall apply to any occurrence where materials which are highly flammable or which may react to cause fires or explosions or which by their presence, create or augment a fire or explosion hazard or which because of their toxicity flammability or liability to explosion render fire fighting abnormally dangerous or difficult; create a threat to the health of civilians, and also to flammable liquids which are chemically unstable and which may spontaneously form explosive compounds or

undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include such material as flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials and poisonous gases.

- E. "Municipality" means a public corporation as defined in subdivision one of section sixty-six of the general construction law and a special district as defined in subdivision sixteen of section one hundred two of the real property tax law.
- F. "Provider" means the party which had received a request to furnish aid and assistance to the party in need. (the "Recipient").
- G. "Recipient" means the party setting forth a request to furnish aid and assistance to another party.
- H. "Responsible Party" are the persons or entity responsible for the spill, discharge or other release of any material that creates any hazardous condition or occurrence as described in "Haz-Mat Incident" definition.

## **SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES**

- A. As this is a reciprocal contract, it is recognized that one municipality may be requested by the other to be a Provider. It is mutually understood that each municipalities, the foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any municipality to this Agreement to provide aid and assistance pursuant to a request from the other municipality. Accordingly, when aid and assistance have been requested, the municipality may in good faith withhold resources in order to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the other municipality.
- B. Given the finite resources of any jurisdiction and the potential for the municipality to be unavailable for aid and assistance at a given point in time, the municipalities mutually encourage each other to enlist other entities in aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the municipalities fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.
- C. Pursuant to the Constitution of the State of New York and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this

Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VII of this Agreement.

### **SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE**

- A. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Recipient. When Recipient becomes affected by a Haz-Mat Incident and deems its resources inadequate, it may request aid and assistance by communicating the request to Provider, indicating the request is made pursuant to the Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for aid and assistance shall be transmitted by the municipalities Authorized Representative as set forth in Appendix B.
- B. All communications shall be conducted directly between Recipient Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement. Provider and Recipient shall be responsible for keeping their agencies advised of the status of response activities, in a timely manner.
- C. Provider's Traveling Employee Needs – Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel.

### **SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

- A. When contacted by the Recipient, Provider's authorized representative shall assess Provider's own local situation to determine available personnel, equipment and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify Recipient. Provider shall complete a written acknowledgement, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the recipient for a final response.

### **SECTION V. SUPERVISION AND CONTROL**

- A. Provider shall designate supervisory personnel amongst its employee sent to render aid and assistance to Recipient. As soon as practical, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient. Recipient shall provide

necessary credentials to Provider's personnel authorizing them to operate on behalf of supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) Maintain daily personnel time records, material records and a log of equipment hours;
- (3) Shall report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWAL ABILITY; RECALL**

- A. Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of four (4) hours to coincide with the local declaration, starting from the time of arrival. Therefore, assistance may be extended hourly or daily increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

- A. Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses, if not paid directly by Responsible party.

Provider will bill Responsible party directly.

- (1) Personnel – During the period of assistance Provider shall continue to pay its employees accordingly to its then prevailing ordinances, rules, and regulations.
- (2) Equipment – Provider shall be reimbursed by Recipient for use of its equipment during the period of assistance to either a pre-established hourly rate (see Appendix A) or according to the actual replacement, operation and

maintenance expenses incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by Recipient.

- (3) **Materials and Supplies** – Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate previously established in this Agreement (see Appendix A), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged.
- (4) **Record Keeping** – recipient shall provide information, directions and assistance for record keeping to Provider’s personnel. Provider shall maintain records and submit invoices for reimbursement.
- (5) **Payment – Miscellaneous Matters as to Reimbursements** – The reimbursement costs and expenses with an itemized notice shall be forwarded to the Responsible party as soon as practicable after the costs and expenses are incurred. In the event of non payment by Responsible party, Provider will bill Recipient. Recipient shall pay the bill or advise of any disputed items, no later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not precluded Provider and Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

## **SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER’S EMPLOYEES**

- A. Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION IX. PROVIDER'S EMPLOYEES WORKER'S  
COMPENSATION**

- A. Provider shall be responsible for any injury or workers compensation claim for its own employee. All such costs shall be considered as part of the total mitigation costs and will be included in any change back assessed to the responsible party.

**SECTION X. HOLD HARMLESS**

- A. Each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges. Professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims. Liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend and such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

**SECTION XI. AMENDMENTS**

- A. This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

**SECTION XII. DURATION OF AGREEMENT; RENEWAL;  
TERMINATION**

- A. This Agreement shall be binding for not less than two (2) years from its effective date; unless terminated upon at least sixty (60) days written notice by a party as set forth below. Therefore, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Supervisor of each town. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred hereunder. Once the

withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XIII. HEADINGS**

- A. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XIV. SEVERABILITY; EFFECT ON OTHER AGREEMENTS**

- A. Should any clause, sentence, provision, paragraph, or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair, or invalidate the remainder of this Agreement.

**SECTION XV. EFFECTIVE DATE**

- A. This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this Municipal Emergency Management Assistance Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

Signatures:

**Town of Southampton:** \_\_\_\_\_  
ANNA THRONE-HOLST SUPERVISOR

**Mailing Address:** \_\_\_\_\_

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

**List of Authorized Representatives to request Haz-Mat Incident Assistance**

\_\_\_\_\_  
NAME TITLE NAME TITLE

\_\_\_\_\_  
NAME TITLE NAME TITLE

**Town of  
Riverhead:** \_\_\_\_\_  
SEAN M. WALTER SUPERVISOR

**Mailing  
Address:** \_\_\_\_\_

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

**List of Authorized Representatives to request Haz-Mat Incident Assistance**

\_\_\_\_\_  
NAME TITLE NAME TITLE

\_\_\_\_\_  
NAME TITLE NAME TITLE

**APPENDIX A  
EXPENSES  
HAZ-MAT INCIDENT**

**VEHICLE USAGE:**

Sedans @ \$4.50/hr/each:  
Suburbans @ \$8.00/hr/each:  
Haz Mat Response Vehicles @ \$27.00/hr/each:  
DeCon Tractor Trailer @ \$62.00/hr:

**EXPENDABLE SUPPLIES:**

SCBA refills @ \$15.00/each:  
Nitrile Gloves @ \$26.80/box:  
Cellphone usage @ \$.75/minute:  
Level B Splash Suits @ \$4.50/each:  
Overboots @ \$5.90/pr:  
Absorbant @ \$10.00/bag:  
Salvage Drums @ \$124.90/bag  
Absorbant Pads @ \$ /bundle

All other items to be itemized and reimbursed as to actual replacement costs.

**APPENDIX B**

**LIST OF AUTHORIZED REPRESENTATIVES TO *CONTACT*  
FOR HAZ-MAT ASSISTANCE**

**Town of Southampton:**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
_____ NAME	_____ TITLE	_____ NAME	_____ TITLE

**Town of Riverhead:**

**David Hegermiller, Police Chief**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
---------------	----------------	---------------	----------------

**Craig W. Zitek, Chief Fire Marshal**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
---------------	----------------	---------------	----------------

**LIST OF AUTHORIZED REPRESENTATIVES TO *REQUEST*  
ASSISTANCE**

**Town of Southampton:**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
_____ NAME	_____ TITLE	_____ NAME	_____ TITLE

**Town of Riverhead:**

**David Hegermiller, Police Chief**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
---------------	----------------	---------------	----------------

**Craig W. Zitek, Chief Fire Marshal**

_____ NAME	_____ TITLE	_____ NAME	_____ TITLE
---------------	----------------	---------------	----------------

**TOWN OF RIVERHEAD**

**Resolution # 536**

**APPROVES THE CHAPTER 90 APPLICATION OF GARDEN OF EVE, LLC**  
**(L.I. GARLIC FESTIVAL – September 21<sup>st</sup> & 22<sup>nd</sup>, 2013)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on June 14, 2013, Garden of Eve, LLC submitted a Chapter 90 Application for the purpose of conducting an “Annual Long Island Garlic Festival” featuring vendors selling garlic and garlic related products and crafts to be held at 4558 Sound Avenue, Riverhead on Saturday, September 21, 2013 and Sunday, September 22, 2013 between the hours of 10:00 a.m. and 6:00 p.m.; and

**WHEREAS**, Garden of Eve, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**WHEREAS**, the applicable Chapter 90 fee has been paid.

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

**RESOLVED** that the Chapter 90 Application of Garden of Eve, LLC for the purpose of conducting an “Annual Long Island Garlic Festival” featuring vendors selling garlic and garlic related products and crafts to be held at 4558 Sound Avenue, Riverhead on Saturday, September 21, 2013 and Sunday, September 22, 2013 between the hours of 10:00 a.m. and 6:00 p.m. is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) information;

**RESOLVED**, that a fire safety inspection by a Code Enforcement Official of the Town is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601 for the purpose of scheduling the required inspection appointment; and be it further

**RESOLVED**, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than August 1, 2013; and be it further

**RESOLVED**, that no parking shall be permitted along the roadway or on the farm lots located on the south side of Sound Avenue; and be it further

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

**RESOLVED**, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Garden of Eve, LLC, P.O. Box 216, Aquebogue, New York, 11931; 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 # 537**

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF**  
**JAMESPORT FIRE DEPARTMENT**  
**(July 13, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on June 12, 2013, the Jamesport Fire Department submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on property owned by Schmitt Farm located at No # Main Road, Jamesport, New York, on Saturday, July 13, 2013 at approximately 10:00 p.m.; and

**WHEREAS**, the Jamesport Fire Department has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Fireworks Permit Application of Jamesport Fire Department, for the purpose of conducting a fireworks display to be held on property owned by Schmitt Farm located at No # Main Road, Jamesport, New York on July 13, 2013 at approximately 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- Fireworks display shall be limited to the size described on the application.

- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lightning and/or wind in excess of 30 miles per hour; and be it further

**RESOLVED**, that the applicable Fireworks Permit Application Fee is hereby waived due to its not-for-profit status; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Jamesport Fire Department, P.O. Box 623, Jamesport, New York, 11947; and be 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

07.02.13  
130538

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 538**

**APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON**  
**(Tent Sale – August 6<sup>th</sup> through August 20<sup>th</sup>, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on June 21, 2013, PC Richard & Son submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on Tuesday, August 6, 2013 through Tuesday, August 20, 2013, between the hours of 9:00 a.m. and 9:00 p.m.; and

**WHEREAS**, PC Richard & Son has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the application of PC Richard & Son for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on Tuesday, August 6, 2013 through Tuesday, August 20, 2013, between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

**RESOLVED**, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the “pre-opening” inspection appointment; and be it further

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

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

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

**RESOLVED**, that the applicable Chapter 90 Application fee has been paid; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, 150 Price Parkway, Farmingdale, New York, 11735, Attn: Steven Zoine; 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

07.02.13  
130539

ADOPTED

TOWN OF RIVERHEAD

Resolution # 539

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST  
NOTICE TO BIDDERS FOR SENSUS WATER METERS &  
ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT FOR  
USE BY THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Sensus water meters and accessory equipment, or reasonable equivalent, and repair to meter reading equipment for use by the RIVERHEAD WATER DISTRICT in the July 11, 2013, issue of ***The News-Review***.

**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 **SENSUS WATER METERS & ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT, & REPAIR TO METER READING EQUIPMENT** for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on July 26, 2013**.

Requests for Bids may be examined and/or obtained on or after **July 11, 2013**, at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov). Click on "**Bid Requests**" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BID #2013-20-RWD – SENSUS WATER METERS & ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT, & REPAIR TO METER READING EQUIPMENT – RIVERHEAD WATER DISTRICT**. All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed separately and enclosed in an envelope bearing the designation "**EXCEPTIONS TO BID SPECIFICATIONS FOR SENSUS WATER METERS OR REASONABLE EQUIVALENT**".

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

07.02.13  
130540

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 540**

**AMENDS RESOLUTIONS #417& #435**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, additional CPR certified seasonal employees are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs; and the attached list of staff obtained the required certification

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby amends the rate of pay for the attached list of Summer Recreation Aides to the Recreation Department effective June 1, 2013 through and including August 23, 2013

**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

**RECREATION DEPARTMENT RATIFIED APPOINTMENTS  
7/2/13 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Chester	Benjamin	Summer Rec. Aide*	II	6/5/13	8/23/13	\$10.15
VanDeurs	Samantha	Summer Rec. Aide*	III	6/1/13	8/23/13	\$10.45

\*CPR certified

07.02.13  
130541

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution #541**

**AUTHORIZES WAIVER OF BUILDING PERMIT AND FIRE PREVENTION FEES  
FOR EAST MAIN STREET FIRE DAMAGED PREMISES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead through the Community Development Department has applied for and received funding for various improvement projects along East Main Street Grant Program; and

**WHEREAS**, the Riverhead Main Street Area is a priority of the Town Board of the Town of Riverhead and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by Town of Riverhead; and

**WHEREAS**, the Town Board strongly supports the revitalization of the Main Street Area; and

**WHEREAS**, several East Main Street premises have recently experienced unexpected property damages and loss of business due to fires; and

**WHEREAS**, the Town Board desires to provide local assistance to those East Main Street businesses looking to rebuild those premises that sustained fire damages.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board, be and hereby, authorizes the waiver of building permit, fire prevention fees and electrical fees for those East Main Street premises that have incurred fire damage within the last fifteen (15) days for repairs from the fire damage that resulted; and be it further

**RESOLVED**, that the waiver of building permit and fire prevention fees shall remain in effect for thirty (30) days from the effective date of this resolution; 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

**TOWN OF RIVERHEAD**

**Resolution # 542**

**APPOINTS A MAINTENANCE MECHANIC II TO THE SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a vacancy for the position of Maintenance Mechanic II exists in the Riverhead Sewer District; and

**WHEREAS**, the position was duly posted for, Job Posting #6, duly advertised for, interviews were conducted; and

**WHEREAS**, pursuant to a successfully completed background investigation and personal interview, it is the recommendation of Sewer District Superintendent Michael Reichel and the Town Personnel Committee to appoint Brian Cybulski to this vacant position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective July 8, 2013 this Town Board hereby appoints Brian Cybulski to the position 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 Brian Cybulski, 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

TOWN OF RIVERHEAD

Resolution # 543

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH e-GREEN  
RECYCLING MANAGEMENT, LLC REGARDING ELECTRONIC WASTE  
RECYCLING SERVICES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, discarded electronic products, including computers, televisions, and cell phones, can contain toxic materials that can pose hazards to human health; and

**WHEREAS**, approximately two million tons of used electronics are discarded each year and is the largest source of heavy metals going into landfills; and

**WHEREAS**, electronic waste is considered the fastest-growing segment of the municipal waste stream in the U.S. and will continue to grow as technology advances; and

**WHEREAS**, all NYS consumers will be prohibited from disposing covered electronic equipment in landfills or waste-to-energy facilities beginning January 1, 2015; and

**WHEREAS**, the Town of Riverhead currently offers an occasional electronics recycling collection program and anticipates continued cost increases associated with the responsibility of recycling and disposing of these products; and

**WHEREAS**, e-Green Recycling Management, LLC, an electronics recycling company, will provide the Town of Riverhead with a collection bin to collect electronic waste from residents which will shift the burden of disposal costs and will allow the Town of Riverhead to receive funds for the disposal; and

**WHEREAS**, the New York State Department of Environmental Conservation requires that all owners/operators of electronic waste collection sites in the State must register with the Department. Sites that begin operations after January 1, 2011 shall register with the Department at least *thirty days* prior to receiving any electronic waste.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute a Professional Service Agreement with e-Green Recycling Management, LLC, in substantially the same form as annexed hereto, regarding the recycling of Electronic Waste, specifically delineated in the Agreement; and be it further

**RESOLVED**, that the Sanitation Supervisor will register a site with the New York State Department of Environmental Conservation for the storage of containers for collection of e-waste; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to; e-Green Recycling Management, LLC, 3542 Route 112, Coram, New York 11727 and the Sanitation Department; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of July, 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 e-Green Recycling Management, LLC, a corporation existing under the laws of the State of New York with a principal place of business at 3542 Route 112, Coram, New York 11727 (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 the schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

### 2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2013 and terminate on August 1, 2015 .

### 3. PAYMENT

For these services, Consultant will pay Town at the rate of \$0.03 per pound for the collection of electronic waste as outlined in the attached schedule. 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.

## 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: Annemarie Prudenti, Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to e=Green Recycling Management, LLC, 3542 Route 112, Coram, New York 11727, Attention:

## 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 the decision of Town.

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

TOWN OF RIVERHEAD

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

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

e-GREEN RECYCLING MANAGEMENT, INC.

By: \_\_\_\_\_

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

## SCOPE OF SERVICES

The Contractor shall provide the following services related to collection and recycling of E-WASTE:

CONTRACTOR to provide a secure container(s) that are constructed and maintained to minimize breakage of electronic waste and to prevent release of hazardous materials to the environment at all Town designated Electronic Waste Collection Sites.

CONTRACTOR to provide collection at a Town designated Electronic Waste Collection Site, to wit: Town of Riverhead: Town Yard Waste Facility located on Youngs Avenue, Riverhead, NY Note, the Town reserves the right to change location designated above as and for Town E-waste Collection Site.

The Town's Sanitation Department may request and CONTRACTOR shall provide additional services for collection and/or recycling and/or disposal of E-WASTE consistent with Town's S.T.O.P. program, including requiring CONTRACTOR to provide containers and equipment at various locations selected by the Sanitation Department approximately 6 times a year.

CONTRACTOR shall recycle and/or dispose of E-WASTE in a safe and environmentally responsible manner as mandated by the NYS Electronic Equipment Recycling and Refuse Act (See Environmental Conservation Law, Article 27, Title 26) and any such other subsequent and applicable legislation.

CONTRACTOR shall file an annual report with the Town of Riverhead and NYS DEC on or before the 15<sup>th</sup> day of March pursuant to requirements of the Article 27 of the NYS Environmental Conservation Law. In addition to the above, the CONTRACTOR shall provide documentation of recycled commodity amounts and certification of destinations thereof, together with monthly tracking report of all E-WASTE collected and reconciliation of reimbursements to the TOWN.

### TYPE OF ELECTRONICS TO BE COLLECTED:

Electronic equipment means: a computer; computer peripheral; small electronic equipment; small-scale server; cathode ray tube; cell phones or televisions, as defined in this section. "Covered electronic equipment" does not include any motor vehicle or any part thereof; camera or video camera; portable or stationary radio; household appliances such as clothes washers, clothes dryers, refrigerators, freezers, microwave ovens, ovens, ranges or dishwashers; equipment that is functionally or physically part of a larger piece of equipment intended for use in an industrial, research and development or commercial setting; security or anti-terrorism equipment; monitoring and control instrument or system; thermostat; hand-held transceiver; portable digital assistant or similar device; calculator; global positioning system (GPS) receiver or similar navigation device; a server other than a small-scale server; a cash register or retail self checkout system; a stand-alone storage product intended for use in industrial, research and development or commercial settings; commercial medical equipment that contains within it a cathode ray tube, a flat panel display or similar video display device, and is not separate from the larger piece of equipment; or other medical devices as that term is defined under the Federal Food, Drug and Cosmetic Act Computer means an electronic, magnetic, optical, electrochemical or other high-speed data processing device performing a logical, arithmetic or storage function, including a laptop computer and desktop computer, and includes any cable, cord, or wiring permanently affixed to or incorporated into such product, and may include both a computer central processing unit and a monitor; but such term shall not include an automated typewriter or typesetter, a portable hand-held calculator, a portable digital assistant, server, or other similar device. Computer Peripheral means a monitor; electronic keyboard; electronic mouse or similar

pointing device; facsimile machine, document scanner, or printer intended for use with a computer; and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product. Computer peripheral shall not include any document scanner or printer which weighs one hundred pounds or more.

TOWN OF RIVERHEAD

Resolution # 544

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-24 June 20, 2013 (TBM 7/2/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	482,958.97	482,958.97
POLICE ATHLETIC LEAGUE	4	249.60	249.60
RECREATION PROGRAM FUND	6	7,237.45	7,237.45
CHILD CARE CENTER BUILDING	9	53.24	53.24
HIGHWAY FUND	111	63,197.67	63,197.67
WATER DISTRICT	112	30,225.53	30,225.53
RIVERHEAD SEWER DISTRICT	114	53,007.31	53,007.31
REFUSE & GARBAGE COLLECTION	115	211,333.31	211,333.31
STREET LIGHTING DISTRICT	116	5,440.18	5,440.18
PUBLIC PARKING DISTRICT	117	350.00	350.00
AMBULANCE DISTRICT	120	308.46	308.46
EAST CREEK DOCKING FACILITY	122	604.28	604.28
CALVERTON SEWER DISTRICT	124	3,184.50	3,184.50
RIVERHEAD SCAVENGER WASTE DIST	128	20,233.94	20,233.94
RISK RETENTION FUND	175	14,751.24	14,751.24
TRUST & AGENCY	735	195,699.74	195,699.74
COMMUNITY PRESERVATION FUND	737	2,200.00	2,200.00
CALVERTON PARK - C.D.A.	914	9,875.30	9,875.30
TOTAL ALL FUNDS		1,100,910.72	0.00 1,100,910.72

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 # 544

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-25 June 26, 2013 (TBM 7/2/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	995,659.26	995,659.26
POLICE ATHLETIC LEAGUE	4	126.56	126.56
RECREATION PROGRAM FUND	6	15,683.94	15,683.94
ANIMAL SHELTER DONATION FUND	28	1,000.00	1,000.00
MULTI YEAR OPERATING GRANT FUN	99	100.00	100.00
HIGHWAY FUND	111	110,979.03	110,979.03
WATER DISTRICT	112	85,835.92	85,835.92
RIVERHEAD SEWER DISTRICT	114	43,211.91	43,211.91
REFUSE & GARBAGE COLLECTION DI	115	7,304.32	7,304.32
STREET LIGHTING DISTRICT	116	11,299.15	11,299.15
PUBLIC PARKING DISTRICT	117	4,191.62	4,191.62
BUSINESS IMPROVEMENT DISTRICT	118	0	0
AMBULANCE DISTRICT	120	4,897.79	4,897.79
EAST CREEK DOCKING FACILITY FU	122	1,655.13	1,655.13
CALVERTON SEWER DISTRICT	124	1,257.73	1,257.73
RIVERHEAD SCAVANGER WASTE DIST	128	25,686.78	25,686.78
RISK RETENTION FUND	175	45,071.32	45,071.32
CDBG CONSORTIUM ACOUNT	181	844.83	844.83
TRUST & AGENCY	735	1,065,300.64	1,065,300.64
TOTAL ALL FUNDS		2,420,105.93	0.00 2,420,105.93

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130545

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 545**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH  
JUMPING FISH, INC. TO OPERATE FISHING CHARTER AT  
AMMERMAN PARK DOCK/MARINA**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town is the owner of an area of land known as Ammerman Park (see map of Ammerman Park depicting green space, boardwalk-often referred to as walking trail or "riverwalk", and dock/marina area, together with parking district improvements located behind the storefronts and adjacent to the park attached hereto); and

**WHEREAS**, Ammerman Park is the hub of summer events and festivals, i.e. Annual Country Fair, Blues Festival, Community Mosaic Festival, and Town sponsored Cardboard Boat Race, in the Town of Riverhead with a .65 mile long riverwalk (boardwalk/walking trail) located along the Peconic River with dock space and open space/picnic areas scattered along and adjacent to the riverwalk; and

**WHEREAS**, Jumping Fish, Inc. desires to obtain from the Town a license to dock a 45' commercial fishing vessel for purposes of operating a charter fishing business; and

**WHEREAS**, the Town deems it advantageous to itself and to business entities located in the downtown business district and all business and entities located within the Town to grant to Jumping Fish, Inc. the licensee to operate a charter fishing business subject to certain terms, conditions and restrictions.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead does hereby authorize the Supervisor of the Town of Riverhead to execute a License Agreement with Jumping Fish, Inc. to operate a fishing charter at Ammerman Park dock/marina, in substantially the form annexed hereto, including license fee for seasonal docking with such fees to be paid to the Town of Riverhead Business Improvement District less any costs incurred by the Town related to said license agreement, 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 the Office of the Town Attorney, Town Engineering Department, and the Town Accounting Office; and be it further

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

On a motion by Supervisor Walter, seconded by Councilman Dunleavy, resolution #545 was **TAKEN OFF FLOOR**

**THE VOTE:** Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter there was a motion to **ADOPT**

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**LICENSE AGREEMENT  
TO OPERATE FISHING CHARTER AT AMMERMAN PARK DOCK/MARINA  
BETWEEN  
TOWN OF RIVERHEAD AND JUMPING FISH, INC.**

This License Agreement is made this        day of        , 2013, by and between the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter referred to as "Town/Licensor") and Jumping Fish, Inc., a corporation licensed to do business in the State of New York, with its principal place of business at 75 Channing Cross, Hampton Bays, NY 11946 (hereinafter referred to as "Jumping Fish, Inc./Licensee").

Whereas, the Town is the owner of an area of land known as Ammerman Park (see map of Ammerman Park depicting green space, boardwalk-often referred to as walking trail or "riverwalk", and dock/marina area, together with parking district improvements located behind the storefronts and adjacent to the park attached hereto); and

Whereas, Ammerman Park is the hub of summer events and festivals, i.e. Annual Country Fair, Blues Festival, Community Mosaic Festival, and Town sponsored Cardboard Boat Race, in the Town of Riverhead with a .65 mile long riverwalk (boardwalk/walking trail) located along the Peconic River with dock space and open space/picnic areas scattered along and adjacent to the riverwalk; and

Whereas, Jumping Fish, Inc./LICENSEE desires to obtain from Town/LICENSOR a license to dock a 45' commercial fishing vessel for purposes of operating a charter fishing business; and

Whereas, the LICENSOR deems it advantageous to itself and to business entities located in the downtown business district and all business and entities located within the Town to grant to the LICENSEE to operate a charter fishing business subject to certain terms, conditions and restrictions; and

Now, therefore, in consideration of the premises and the mutual promises contained here, the parties agree as follows:

**Article I.**

Upon the terms and conditions hereinafter set forth, the Town of Riverhead (hereinafter "LICENSOR") hereby grants a License to Jumping Fish, Inc. (hereinafter "LICENSEE") 60 feet of dock space for the purpose of operating a charter fishing business at the Town dock/marina located adjacent to and part of lands known as Ammerman Park. This License does not grant LICENSEE use of any portion of the unimproved areas (lawn/grass areas) or boardwalk area, except to the extent that same is required for individuals to gain access (passenger embarking and disembarking, loading

equipment/supplies) to the vessel. LICENSEE shall not locate any object, device, structure on the dock/walkway or otherwise obstruct pedestrian traffic along the dock/walkway. It is understood that the Town marina, dock and boardwalk, and areas along the Peconic River (parking areas and such other improvements located south of Main Street within the Parking District and/or owned by the Town of Riverhead) may be licensed or leased to other persons or entities during any of the period covered by this License for the purposes of operating other water/river related businesses, recreational activities, Town sponsored special events, Business Improvement District special events and such other events permitted by the Town Board of the Town of Riverhead. The licensed premises is depicted on Exhibit "A" annexed hereto.

## **Article II.**

### **1. Term of the License**

- a. The term of this License (the "term") shall commence on August 15, 2013 and shall end on October 15, 2013. The initial License term will be four months (4) months ("**initial term**"), commencing upon the commencement date.
- b. Upon the expiration of the initial term, this Agreement will automatically renew for four (4) additional six month terms (also referred to as "seasonal rental period") with the commencement date for the first renewal beginning on May 1, 2014 through November 1, 2014 and said dates shall apply for all of the automatic annual renewal years, unless the LICENSOR notifies LICENSEE in writing of LICENSOR'S intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing term or sixty days prior to the commencement of seasonal renewal period. All such non-renewal shall be subject to the provisions set forth below regarding termination of License Agreement.
- c. At the end of each seasonal rental period, LICENSEE shall vacate the dock and remove or relocate the fishing vessel. In the event LICENSEE fails to remove the vessel from licensed premises within ten days after expiration of the term of the License, LICENSEE shall be required to pay a fee of \$100.00 (one hundred dollars) per day or such portion thereof for each day, including the 10 days post expiration of the seasonal rental period, the vessel continues to remain at the licensed premises. In the event LICENSEE fails to remove the vessel within 30 days after the expiration of the term of the License, LICENSOR shall be entitled to remove the vessel and access all charges set forth above, together with expenses/charges/costs related to the removal, relocation and storage of the vessel to the LICENSEE and/or owner of the vessel and the expenses so assessed shall constitute a lien against the LICENSEE and/or owner of the vessel.

### **2. License Fee**

- a. In exchange for the License set forth above for the use of the licensed premises in connection with this Agreement, LICENSEE shall be required to pay LICENSOR a License fee in the amount of \$7000.00 for each seasonal rental

period and shall be prorated for initial term (four month period). For the initial term, LICENSEE shall pay the sum of \$2333.33 on or before August 15, 2013. For each seasonal renewal term, payments shall be made as follows: the sum of \$2333.33 on or before 1<sup>st</sup> day of May; the sum of \$2333.33 on or before the 1<sup>st</sup> day of July; and the sum of \$2333.33 on or before the 1<sup>st</sup> day of September. All payments shall be made payable to the "Town of Riverhead".

- b. In addition to the License fee, all utility services (to the extent applicable: electric, water, and sewer) for or in connection with the operation and maintenance of the licensed premises shall be provided by LICENSEE at its own expense. Any upgrade of the services shall require approval of the LICENSOR and LICENSEE shall bear the sole expense. Any permits necessary from any state or local governmental agencies shall be the responsibility of the LICENSEE. LICENSEE shall be solely responsible for the prompt payment of all charges for water, electric, and any other utilities used upon or furnished to the licensed premises unless otherwise specified in special conditions of this License. The LICENSOR will in no event be liable for any interruption or failure of utility services on the premises or pay for any installation of any utility.

### 3. License Premises

- a. LICENSEE is familiar with the licensed premises and has examined the premises prior to the execution of this License and is satisfied with the physical condition of the premises and further agrees that the premises are in a safe condition and in good repair. LICENSEE agrees to accept the licensed premises in its "as is" condition without any representations or warranties and agrees to limit use to those uses consistent with the purposes stated in this License Agreement. LICENSEE shall be prohibited from using the licensed premises and vessel as a residence or place of lodging nor may LICENSEE operate any other business or commercial activity on the subject property other than the charting fishing business. In addition, LICENSEE has investigated the improvements and natural features of Ammerman Park which may potentially effect activities of Jumping Fish, Inc. and its members and guests in the vicinity of the licensed premises, the parking area adjacent to the licensed premises, and the waters of the Peconic River in proximity to the licensed premises and, finally, the potential issues related to use of boats navigating through and along the waters, and represents that there exists no impediment to the intended operation and activities of Jumping Fish, Inc.. It is understood and agreed, LICENSOR has made no representation regarding: improvements, natural features, or boating activities on the waters nor has LICENSEE relied upon any such representation by the LICENSOR and instead LICENSEE bears sole responsibility for investigation as to such issues related to the intended use and operation of the above described areas related to activities of Jumping Fish, Inc..
- b. LICENSEE shall not remove, alter or modify any existing improvement on the subject property (dock, boardwalk, grass/picnic areas and adjacent parking areas) nor permanently attach, affix, or permit to be permanently attached or

affixed upon the premises or, if it is necessary to permanently attach, affix, relocate, replace, alter or modify the premises for operation of Jumping Fish, Inc. or related to the safety of pedestrian, boating and/or motor vehicle traffic, LICENSEE shall obtain consent, in writing, from LICENSOR after review and comment by the Town Engineering Department.

### **Article III.**

#### **1. Use and Occupancy**

- a. LICENSEE agrees to utilize the licensed premises for mooring of the vessel and operation of a charter fishing business. It is understood that the License permits passengers of said fishing charter vessel to utilize LICENSOR'S parking area and dock for the purposes of egress and ingress (loading upon and unloading from the vessel).
- b. LICENSEE understands that the licensed premises is municipal park property and that, as such, it must keep the premises free of debris at all times.
- c. LICENSEE, at its own expense, shall keep the premises in good repair and agrees to surrender the premises to LICENSOR at the end of each term of this License in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use.
- d. LICENSEE agrees to dispose of all refuse and garbage at its own cost and expense in accordance with Chapter 103 of the Code of the Town of Riverhead and shall not permit the accumulation of waste or refuse matter at the site. The LICENSEE is responsible for keeping the area free of dirt, debris and garbage to prevent foul odors from interfering with public use of the dock/marina, boardwalk, grass/picnic area and parking lot. LICENSEE, at its own expense, shall keep the premises and surrounding area in a safe, clean and sanitary condition. LICENSEE agrees that no fish will be cleaned on the municipal dock/marina or on other municipal property. LICENSEE agrees to dispose of fish carcasses, bait, as well as other fishing waste in bags and that such bags will be removed from the premises daily by the LICENSEE. LICENSEE agrees that no such waste shall be deposited in or in the vicinity of Ammerman Park, Town dock/marina, Peconic River or parking area.
- e. LICENSEE shall also ensure safe access to and from the premises. If the premises and surrounding area are not maintained by the LICENSEE, then LICENSOR reserves the right to terminate this License, or come upon the premises and take all actions necessary to restore the premises to the condition required herein. The cost and expense of LICENSOR shall be charged to LICENSEE.
- f. LICENSEE, or any and all persons in his/her employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand-operated voice or power operated megaphones in solicitation of business or for

entertainment purposes. LICENSEE shall adhere to the provisions of Chapter 81 of the Code of the Town of Riverhead.

- g. LICENSEE shall not assign, transfer, mortgage, or otherwise dispose of or encumber this License or any rights without the prior written consent of LICENSOR. Any such attempt without consent of LICENSOR shall be an automatic revocation of this License and all payments received by LICENSOR shall be forfeited to the LICENSOR as liquidated damages.
- h. LICENSOR, its representatives and employees shall at all times have free access to the premises for purposes necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of LICENSOR'S governmental functions.
- i. In the event that the premises or any portion of the premises shall be destroyed or damaged by fire or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of god, or other causes beyond the control of LICENSOR, then this License shall terminate and LICENSEE waives any claim against LICENSOR for damages by reason of such termination. LICENSOR shall not be obligated to repair or rebuild the premises, but may elect in its sole discretion to do so.

#### **Article IV.**

##### **1. Obligations of LICENSOR**

- a. LICENSEE represents that his vessel meets all conditions required by the United States Coast Guard and that he maintains and keeps current all necessary licenses for the operation of his vessel as a charter fishing vessel. Upon request, LICENSEE shall provide to LICENSOR proof of the representations set forth herein. It is understood and agreed that this vessel shall be utilized for sport fishing and that occupancy/habitation of said vessel, other than sport fishing, shall not be permitted. LICENSEE agrees to use and occupy the premises pursuant to all rules and regulations prescribed by LICENSOR, all statutes, ordinances, rules, regulations and directions in existence during the periods covered by the License, made or issued by the federal, state or local governmental agencies or departments. LICENSEE covenants and warrants that the vessel is in all respects seaworthy and in safe condition unless otherwise stated in writing on this Agreement. LICENSEE and vessel shall be directly liable to LICENSOR for any loss, damage or injuries suffered by reason of any unsafe or un-seaworthy condition of the vessel.
- b. LICENSEE warrants and covenants that at all times when the vessel is at, near or is using the facilities of the Town dock/marina, the vessel shall not have aboard any dangerous or illegal devices, appliances or materials unless they are U.S. Coast Guard or other appropriate government agency, or underwriters laboratories or equivalent, approved in respect to the use being made of them.

- c. LICENSEE shall not use or permit open flame devices to be used at the dock/marina. In addition, LICENSEE shall not dispose or abandon any hazardous materials on the property in any way.
- d. LICENSEE and any of his guests shall act reasonably so as not to disturb others, shall observe quiet times, shall not operate generators or motors continuously after hours. Docks and walkways/boardwalk shall be clean of obstructions.
- e. LICENSEE shall not store supplies, materials, accessories, hoses or debris, gear, or any electrical cords upon any dock, boardwalk, walkway and grass/picnic area or fasten thereon any lockers, chests cabinets, steps, ramps or similar structures unless authorized by LICENSOR.
- f. LICENSEE warrants and covenants that the vessel will be operated, and secured when not in operation, in a safe, careful manner so as not to cause damage to the LICENSOR'S facilities or to any other vessels, and shall be maintained in a safe and seaworthy condition and shall not be a public or private nuisance or interfere with the peaceful enjoyment of the dock/marina by others or be a source of environmental pollution. Unless LICENSEE states otherwise in writing, LICENSOR is entitled to rely on the apparent authority of anyone in possession or apparent charge of the vessel. In the event that LICENSEE or other authorized person is unavailable, or is available but refuses to act, and if the vessel is in danger of sinking, causing any hazard to navigation, becoming a fire, explosion or pollution hazard, or of causing damage to the dock/marina's facilities or, in the LICENSOR'S judgment presents a present or foreseeable hazard or danger, the LICENSEE authorizes LICENSOR to take reasonable and appropriate actions, at LICENSEE's sole risk and expense to abate, mitigate and otherwise deal with the apparent danger and to protect the dock/marina's facilities and other vessels using them or being stored there, as well as protect the general public and private property and vessels using the Peconic River, harbor and its environs. LICENSEE agrees to be bound by LICENSOR'S actions and to be fully and solely responsible for all expenses. Notwithstanding the above, nothing herein shall be construed to create any duty, obligation or responsibility to act on the part of LICENSOR; and nothing shall be construed to create any liability on the part of LICENSOR for failing to act in such circumstances; and nothing herein shall be construed to create any exception or waiver of the general conditions, restrictions, waivers, exonerations, etc. set forth herein in favor of LICENSOR.

## **Article V.**

### **1. Insurance and Indemnification:**

- a. LICENSEE will secure, at its own expense, and furnish to LICENSOR prior to the commencement of the term of this License, policies of comprehensive general liability and other insurance coverage in amounts determined and directed by the

Office of the Town Attorney. The required insurance coverage shall be with companies and in a form satisfactory to LICENSOR and shall be in effect during all periods specified in Article II of this License or any extension. The insurance policy shall provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with LICENSOR, shall be effective if such amendment or modification or cancellation will leave the LICENSEE without insurance of the type and amount required during the term of the License. Moreover, all insurance policies shall specifically designate Town of Riverhead, its agents and employees, Town of Riverhead Parking District and Town of Riverhead Business Improvement District as additional named insured.

b. The Kinds and Amounts of Insurance Required are as follows:

1) Worker's Compensation

Worker's compensation insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$250,000 for each accident or illness shall be included.

2) Commercial Liability (primary and umbrella)

Commercial liability insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, independent contractor, and contractual liability coverage are to be included.

3) Accident Medical

Accident medical insurance coverage is required such that, regardless of fault or negligence, medical bills of participants resulting from an accident while or occurring as a result of participation in the activities.

4) Property Insurance

Such insurance shall include but not be limited to liability or property damage, loss of life, bodily injury or illness, property damage to all structures on the subject property, docks, pilings, boardwalk/sidewalks, and other fixed or movable property which shall include the Town of Riverhead, Town of Riverhead Parking District, and Town of Riverhead Business Improvement District, as additional named insured.

5) Outdoor recreational insurance

Such insurance shall provide insurance coverage for outdoor program owners and operators with adherence to guidelines created on safety procedures recognized and utilized throughout the outdoor industry with coverage limits no less than \$1,000,000. Per occurrence and \$2,000,000.00 aggregate which

shall include the Town of Riverhead, Town of Riverhead Parking District, and Town of Riverhead Business Improvement District as additional named insured.

- c. LICENSEE will furnish the Town, the original certificates of insurance evidencing the required coverage to be in force on the date of this Agreement, and renewal certificates of insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement.
- d. The insurance shall provide for sixty days prior written notice to be given to the Town in the event coverage is substantially changed, cancelled, or nonrenewal.
- e. LICENSEE agrees that insurer shall waive its rights of subrogation against the Town.
- f. LICENSEE expressly understands and agrees that any insurance maintained by the Town shall apply in excess of and not contribute with insurance provided by the LICENSEE under the Agreement.
- g. The Town maintains the right to modify, delete, alter or change these requirements.
- h. LICENSEE shall not occupy the premises licensed under this License until all required insurance is in full force and effect and submitted to the Town.
- i. LICENSEE'S obligation to the Town for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss or property received, done or occurred on or about the premises licensed by LICENSEE shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by LICENSEE to the town.
- j. LICENSEE agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by LICENSEE and its employees, agents, representatives and concessionaires of the property, excepting liability solely caused by the gross negligence of the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, LICENSEE agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to LICENSEE in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, LICENSEE, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. LICENSEE will

work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as “additional insured”.

- k. Hurricane – LICENSEE and Town stipulate that the Town is not liable for loss, damage, third party damage or loss to property or person in the event of acts of god, storms, floods, high winds, gales or hurricanes. LICENSEE further agrees to evacuate the property of the Town together with his vessel when so instructed by the Town since no such facility can guarantee/warranty safety in abnormal weather conditions. It shall be LICENSEE’s responsibility to remove the vessel in a timely manner at the LICENSEE’S expense without liability to the Town. LICENSEE shall bear total responsibility for damage to and caused by the vessel under these circumstances. If LICENSEE does not cause the vessel to be moved, it is stipulated that the Town may do so, at full cost to LICENSEE, but with no responsibility on its part or on the part of the Town’s insurance underwriter, and that such refusal will immediately void this Agreement. LICENSEE agrees that the Town shall not be responsible for any damage or loss which occurs to the vessel from cause beyond the immediate, direct control of the Town. This includes, but is not limited to, actions or negligence of other vessel LICENSEEs or business visitors or guests; failure of utilities, buildings or equipment; extreme weather damage; tidal or wave damage; fire; explosion; dry rot, mildew or inherent vice or defects of any of the vessel’s materials or appurtenances; or acts of god. LICENSEE also agrees that the Town shall not be responsible for damage, deterioration, or other loss on the vessel during the term of this Agreement, and that it is the LICENSEE’s responsibility, in every instance, to determine how, when and to what extent the vessel shall be maintained, operated, repaired and serviced during the term of this Agreement. Further, it is agreed and stipulated that the services included in this Agreement do not include any type of onsite security, guard services, watchmen, etc., and that the Town shall not be liable to the LICENSEE or vessel for any intrusion, theft, vandalism, arson or other criminal acts of any kind.
- l. LICENSEE's obligation to the Town for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss or property received, done or occurred on or about the premises licensed by the LICENSEE shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by the LICENSEE to the Town.
- m. LICENSEE and the Town agree that nothing contained in this Agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties here or as designating the LICENSEE as the agent or representative of the town for any purpose whatsoever.

## **Article VI.**

### **1. Default Provisions**

- a. Any waiver or any breach of covenants contained herein to be kept and performed by LICENSEE, shall not be deemed or considered as a continuing waiver and

shall not operate to bar or prevent the Town from proceeding under the provisions of this Agreement.

- b. As set forth above, upon termination of the License, whether caused by lapse of time or otherwise, LICENSEE shall at once surrender possession of the premises. If possession is not immediately surrendered, the Town may take possession of the premises and expel or remove LICENSEE and those claiming by, through, or under it, by force if necessary, without civil or criminal liability.
- c. Upon the breach of any covenant or condition contained herein, the Town shall give written notice to LICENSEE of the breach. LICENSEE agrees that it will remedy the breach within thirty days. If the breach of any covenant or condition is not cured within the above time, the Town reserves the right to revoke this Agreement and LICENSEE agrees to surrender the premises. any License fees previously received by the Town shall be retained by the Town as liquidated damages.
- d. LICENSEE shall pay and discharge all costs, expenses, and attorney's fees which might be incurred by the Town in enforcing the covenants of this License Agreement.
- e. The remedies here created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another remedy.
- f. In the event that the License is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by LICENSEE under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

2. Miscellaneous

Notices to the Town provided for herein may be sent by first class mail, postage prepaid, addressed to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, NY 11901, attn: Annemarie Prudenti. Notice to LICENSEE provided for here may be sent by first class mail, postage prepaid, addressed to John Capuano, President, Jumping Fish, Inc., 75 Channing Cross, Hampton Bays, NY 11946.

In Witness Whereof, LICENSOR and LICENSEE do hereby execute this License Agreement as of the date and year first above written.

TOWN OF RIVERHEAD

by: \_\_\_\_\_  
Sean M. Walter, Supervisor

JUMPING FISH, INC.

by: \_\_\_\_\_  
John Capuano, President

07.02.13  
130546

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution # 546**

**2013 CAPITAL PROJECT #45118 CLOSURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Capital Project# 45118 -2013 Washington Avenue Culvert has been determined to be complete; and

**WHEREAS**, capital project #45118 was partially funded by the Highway District Drainage Account and has residual amounts remaining that need to be returned.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close the project, modify the budget and complete the necessary transfer of funds back to the Highway District Drainage Account:

**FROM TO**

406.095031.48111.45118	Transfer from Highway Capital	13,100
111.051400.541306	Drainage	13,100

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

On a motion by Supervisor Walter, seconded by Councilman Dunleavy, resolution #546 was **TAKEN OFF FLOOR**

**THE VOTE:** Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter there was a motion to **ADOPT**

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

07.02.13  
130547

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution # 547**

**HIGHWAY DISTRICT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Superintendent of Highway is requesting a budget adjustment for sidewalk replacement.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
111.051400.541306	Drainage	19,100	
111.051400.523001	Curbs, Gutters & Sidewalks		19,100

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

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

On a motion by Supervisor Walter, seconded by Councilman Dunleavy, resolution #547 was **TAKEN OFF FLOOR**

**THE VOTE:** Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter there was a motion to **ADOPT**

**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 # 548

**RESOLUTION OF ADDITIONAL SUPPORT FOR PENDING APPLICATION BY THE RIVERHEAD SEWER DISTRICT TO THE SUFFOLK COUNTY INFRASTRUCTURE GRANT PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by Resolution adopted May 21, 2013, the Riverhead Town Board as governing body of the Riverhead Sewer District authorized application to the Suffolk County Infrastructure Grant Program for a grant in the amount of \$12,877,750 for the construction of an Advanced Wastewater Treatment Facility, and

**WHEREAS**, the application as submitted detailed additional funding by the New York State Environmental Bond Act of \$2,095,250 and funding by the Riverhead Sewer District of \$10,052,650, and

**WHEREAS**, Suffolk County representatives have requested confirmation by the Riverhead Town Board of the specific amount of funding that the municipality will contribute.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board as governing body of the Riverhead Sewer District as a condition of the Suffolk County Infrastructure Grant Program commits to funding \$10,052,650 for the proposed construction of the advanced Wastewater Treatment Facility as more fully set forth in the submitted grant application, and

**BE IT FURTHER RESOLVED**, that the Riverhead Town Clerk shall send certified copies of this resolution to The Honorable Albert Krupski, Suffolk County Legislator; Peter Scully, Regional Director, NYS DEC; Sewer Superintendent Michael Reichel; Frank Russo, P.E., H2M Group; and Frank Isler, Esq.

On a motion by Supervisor Walter, seconded by Councilman Dunleavy, resolution #548 was **TAKEN OFF FLOOR**

**THE VOTE:** Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes

Immediately thereafter there was a motion to **ADOPT**

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted