

DECEMBER 18, 2012

CDA RESOLUTION LIST:

CDA

Res. #20 Authorizes the Chairman to Execute a License Agreement with Riverhead Adventures, LLC

TOWN BOARD RESOLUTION LIST:

Res. #943 General Fund Buildings and Grounds Budget Adjustment

Res. #944 General Fund Marina and Docks Budget Adjustment

Res. #945 2012 NYS Environmental Facilities Corporation Clean Vessel Act Assistance Program Budget Adoption

Res. #946 Police Department Budget Adjustment

Res. #947 Amends Resolution #454 (*Changes the Status of an Account Clerk Typist*)

Res. #948 Setting Terms and Conditions of Employment for Deputy Tax Receiver Cori Fife

Res. #949 Promotes a Maintenance Mechanic in the Sewer District (Sean McCabe)

Res. #950 Appoints Call-In Personnel for the Riverhead Recreation Department

Res. #951 Authorizes Notice to Bidders for Sanitary Pump Station Upgrades Hangar Pump Station – Calverton Sewer District Contract No. CASD 05-04 HPS

Res. #952 Rescinds Resolution #860 of 2012 (Declares Route 58, LLC in Default in Connection with Site Plan Approval of the Construction of a Bowling Center) and Accepts Irrevocable Letter of Credit of Route 58, LLC (Water Key Money Fees – “All Star Lanes of Aquebogue, LLC”)

Res. #953 Authorizes Settlement of Legal Action by Field Day, LLC and AEG Live, LLC, Against the Town of Riverhead and Riverhead Police Chief David Hegermiller

Res. #954 Approves Application for Amendment of Fresh Water Wetlands Inventory for McGann-Mercy High School (SCTM #600-82-3-6)

Res. #955 Appoints Sinnreich Kosakoff & Messina LLP as Special Counsel in the Matter of Donna M. Zlatniski, Et. Al. v. the Town of Riverhead Et. Al.

Res. #956 Authorizes the Supervisor to Execute Professional Services Agreement with George J. Hockbrueckner & Associates, Inc.

- Res. #957** Authorizes the Supervisor to Execute Agreement with North Fork Animal Welfare League, Inc. for Operation of the Town of Riverhead animal Shelter
- Res. #958** Authorizes the Supervisor to Execute a Lease Agreement with Kiwanis Club of Greater Riverhead for Storage for Toys for Tots
- Res. #959** Authorizes the Town Clerk to Publish and Post Public Notice to Change the Date of a Riverhead Town Board Meeting
- Res. #960** Authorizes the Adoption of the Incorporation of Certain Private Roads into the Town of Riverhead's Highway System Pursuant to New York State Highway Law Section 189 Highways by Use
- Res. #961** Accepts the Resignation of a Public Safety Dispatcher I (Margaret Wickers)
- Res. #962** 21st Century Oncology Sewer Extension Capital Project Budget Adjustment
- Res. #963** Authorizes Amendment to Resolution #940 for Extension of Time to Remit Real Property Taxes for Senior Citizens Receiving Enhanced Star Pursuant to Section 425 or Section 467 of NYS RPTL
- Res. #964** Appoints Representative to the Peconic Bay Region Community Preservation Fund Advisory Opinion Bureau
- Res. #965** Authorizes the Supervisor to Execute a Settlement Agreement with CSC Acquisition – NY, Inc. (Cablevision) Regarding a Cablevision Franchise Compliance Fee Audit
- Res. #966** Amends Resolution #942 (Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled "Zoning" (Site Plan Review - §108-132 Contents of Application)
- Res. #967** Authorizes the Supervisor to Execute a Stipulation with an Employee Holding Civil Service Job 500201 with Town of Riverhead Police Department
- Res. #968** Establishes Time of Regular Meetings of the Town Board
- Res. #969** Pays Bills
- Res. #970** General Fund Historical Properties Budget Adjustment

12.18.12
12020

ADOPTED

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 20

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Riverhead Adventures, LLC has expressed its desire to enter into a license agreement with the Town of Riverhead Community Development Agency (“CDA”) for two one week terms to conduct two (2) separate 5K-10K recreational runs; and

WHEREAS, the CDA desires to grant the license to Riverhead Adventures, LLC for that term.

NOW, THEREFORE, BE IT RESOLVED that the CDA hereby authorizes the Chairman to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Riverhead Adventures, LLC for two one weeks terms as follows: (a) commencing on May 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Adventures, LLC, 8 North Woods Road, Baiting Hollow, New York, 11933; and be it further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

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

This Contract is made and entered into as of this _____ day of December, 2012, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (“CDA”) and Riverhead Adventures, LLC, a limited liability company duly organized and existing under the laws of the State of New York, having a principal place of business at 8 North Woods Road, Baiting Hollow, New York 11933 (“Licensee”).

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

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

WHEREAS, the Licensee desires a license agreement for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to conduct two (2) 5K – 10K recreational run, having a portion of the proceeds being donated to local charities and groups, on Saturday, May 25, 2013 and Saturday, August 10, 2013, between the hours of 9:00 a.m. and 10:00 p.m. ; and

WHEREAS, CDA desires to grant to Licensee a license to enter and use a portion of the Park designated herein as the Licensed Area, to hold two (2) 5K – 10K recreational runs, for the following terms: (a) commencing on May 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013.

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

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

conditions set forth hereunder. This License will provide Licensee and its employees, representatives, agents use and occupancy of the Property as follows: (a) commencing on May 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013 (the "Term") for purposes of preparing the grounds the intended use of the Licensed Area which includes without limitation; the construction and installation of temporary structures and facilities necessary to the conduct the two (2) 5K – 10K recreational runs described herein (collectively, the "Permitted Use"). Either party may cancel the agreement without cause at any time upon fifteen (15) days written notice.

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

3. Compensation: In exchange for the License set forth above Licensee shall pay Licensor at the time of execution of the within agreement a fee (the "License Fee") in an amount totaling Two Thousand and 00/100 (\$2,000.00).

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

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

6. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to CDA. (In addition, Licensee will provide casualty insurance on the buildings, structures, equipment and facilities within the Property at their full replacement cost.) Licensee shall provide certificates of the foregoing insurance, showing CDA and the Town of Riverhead as additional insureds to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Property as described herein including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Licensee and its employees, agents, representatives and concessionaires, or any concert attendee, of the Property, excepting liability solely caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

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

8. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party. Licensee shall, however be allowed to change the name

of either the Licensee entity or the name of the Project in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

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

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

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

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

Riverhead Adventures, LLC

Riverhead Community Development Agency

By: _____

Name:

Title: Member

By: _____

Name: Sean M. Walter

Title: Chairman

12.18.12
120943

ADOPTED

TOWN OF RIVERHEAD

Resolution # 943

GENERAL FUND
BUILDINGS AND GROUNDS

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, due to Super Storm Sandy the Engineering Department is requesting a transfer of funds to pay for debris disposal at various Town and Recreation sites, to clean and repair South Jamesport Beach Tennis Court surface and for Oakleigh Avenue stair fabrication and railing repair; and

WHEREAS, the costs associated with this disposal and repairs will be submitted to FEMA for reimbursement;

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------|----------------------------|-------------|-----------|
| 001.000000.499999 | Fund Balance | 28,500 | |
| 001.016250.547504 | Special Items - Sanitation | | 5,500 |
| 001.071800.541000 | Repairs & Maintenance | | 8,500 |
| 001.071800.541000 | Repairs & Maintenance | | 14,500 |

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The resolution was thereupon duly declared adopted

12.18.12
120944

ADOPTED

TOWN OF RIVERHEAD

Resolution # 944

GENERAL FUND
MARINA AND DOCKS

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to Super Storm Sandy the Engineering Department is requesting a transfer of funds for replacing 27 marine pedestals along the riverfront as they were completely submerged and are in need of replacing; and

WHEREAS, the costs associated with this cleanup will be submitted to FEMA for reimbursement;

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------|--------------|--------------------|------------------|
| 001.000000.499999 | Fund Balance | 18,560 | |
| 001.072300.524000 | Equipment | | 18,560 |

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

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120945

ADOPTED

TOWN OF RIVERHEAD

Resolution # 945

2012 NYS ENVIRONMENTAL FACILITIES CORPORATION CLEAN VESSEL ACT ASSISTANCE PROGRAM

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the NYS Environmental Facilities Corporation has approved a grant award designated for a pumpout project for the Town of Riverhead.

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

| | <u>FROM</u> | <u>TO</u> |
|--|-------------|-----------|
| 406.031220.492000.44027 NYS EFC Clean Vessel Grant | \$14,829 | |
| 406.095031.481001.44027 Transfer From General Fund | \$4,944 | |
| 406.031220.524000.44027 Equipment | | 19,773 |

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

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120946

ADOPTED

TOWN OF RIVERHEAD

Resolution # 946

POLICE DEPARTMENT BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the following budget adjustments must be made in order to purchase new Tasers for Police Department personnel and to make building repairs at the Animal Shelter.

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

| <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|---|--|----------------------|
| 001.031200.541500 – Motor Vehicle Expense | | \$ 4,000.00 |
| | 001.031200.529906 – Training Equipment | \$ 4,000.00 |
| 001.035100.511100 – Control of Dogs Personal Services | | \$10,500.00 |
| | 001.035100.541150 – Building Repairs | \$10,500.00 |

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120947

ADOPTED

TOWN OF RIVERHEAD

Resolution # 947

AMENDS RESOLUTION #454

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #454 was ratified on June 19, 2012 changing the status of an Account Clerk Typist from part-time to full-time; and

WHEREAS, the employee in question had been duly appointed on June 20, 2011, as a part-time employee working 18 hours per week from Civil Service List # 08-0212-337, which signified the start of her probationary period; and

WHEREAS, in accordance with the terms of the CSEA contract, Article 16, Section 8, probationary employees for the first twelve months of their employment will be paid at a rate of pay as specified in Column "P" of the applicable salary schedule.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby amends Resolution #454 and sets the employee's salary effective for June 20, 2012 at Group 9, Step 3A of the Clerical and Supervisory Salary Schedule.

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 - ABSTAIN

The Resolution Was Was Thereupon Duly Declared Adopted

12.18.12
120948

ADOPTED

TOWN OF RIVERHEAD

Resolution # 948

SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR DEPUTY TAX RECEIVER CORI FIFE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the terms and conditions of employment of Cori Fife ("the employee"), Deputy Tax Receiver, shall, effective November 7, 2012, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time. In addition, the employee will not be entitled to utilize any type of paid leave during the employee's first three months of employment with the Town.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2011-2014 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted per annum.

(b) Personal leave may not be accumulated and must be used within the calendar year earned.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such

absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary there from.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2011-2014 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 10 working days' of vacation per annum (January 1 to December 31).

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than fifteen (15) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. The buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-quarter days per month (fifteen [15] days per year) up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least fifty (50) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days for use in the event of illness, but those days may not be reaccumulated for payment purposes.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town

Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on Fife's behalf, seventy five (75%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Fife if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family.

If Fife and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the

Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Fife's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and Fife must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on Fife's behalf, seventy five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Fife and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on Fife's behalf, seventy five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Fife and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a

payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of three (3) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

WAGES

The employee shall receive the following annual salary:

Effective November 7, 2012: \$42,500.00 (pro-rated for the remainder of the year
January 1, 2013: \$42,500.00

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120949

ADOPTED

TOWN OF RIVERHEAD

Resolution # 949

PROMOTES A MAINTENANCE MECHANIC IN THE SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, it is incumbent upon the Superintendent of the Sewer District to expand the duties of his existing staff, making it appropriate to promote certain employees to job titles that allow for increased levels of responsibility .

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby promotes Maintenance Mechanic II Sean McCabe to the position of provisional Wastewater Treatment Plant Operator II effective as of December 19, 2012 as found on Group 14, Step 3A of the Operational and Technical Salary Schedule.

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

12.18.12
120950

ADOPTED

TOWN OF RIVERHEAD

Resolution # 950

APPOINTS CALL-IN PERSONNEL FOR THE RIVERHEAD RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Recreation Department needs to appoint staff for upcoming youth recreation programs

NOW THEREFORE BE IT RESOLVED, that effective December 26, 2012 this Town Board hereby appoints the attached list of call-in recreation personnel

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

RIVERHEAD RECREATION DEPARTMENT APPOINTMENTS

12/18/12 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> |
|-------------|--------------|------------------------|--------------|-------------------|-----------------|---------------|
| Stephenson | Kyle | Call-In Rec. Leader II | 7 | 12/26/12 | 4/30/13 | \$15.30 |
| Horton | Rosaleigh | Call-In Rec. Aide II | 2 | 12/26/12 | 4/30/13 | \$10.00 |

Kelly: Rec staff.school.recess.prgs.

12.18.12
120951

ADOPTED

TOWN OF RIVERHEAD

Resolution # 951

**AUTHORIZES NOTICE TO BIDDERS FOR SANITARY PUMP STATION UPGRADES
HANGAR PUMP STATION – CALVERTON SEWER DISTRICT
CONTRACT NO. CASD 05-04 HPS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Calverton Sewer District, regarding Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04 HPS of the Calverton Sewer District.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the January 3, 2013 edition of The News Review with regard to receiving bids for Sanitary Pump Station Upgrades, Hangar Pump Station, Contract No. CASD 05-04 HPS for the Calverton Sewer District, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders, 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



NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the following contracts:

SANITARY PUMP STATION UPGRADES

HANGAR PUMP STATION

CONTRACT NO. CASD 05-04 HPS

for the Calverton Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Friday, January 25, 2013**, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined on or after **Thursday, January 3, 2013** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: <http://www.townofriverheadny.gov> and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

12.18.12
120952

ADOPTED

TOWN OF RIVERHEAD

Resolution # 952

**RESCINDS RESOLUTION #860 OF 2012 (DECLARES ROUTE 58, LLC IN DEFAULT
IN CONNECTION WITH SITE PLAN APPROVAL OF THE CONSTRUCTION OF A
BOWLING CENTER) AND ACCEPTS IRREVOCABLE LETTER OF CREDIT OF
ROUTE 58, LLC
(WATER KEY MONEY FEES – “ALL STAR LANES OF AQUEBOGUE, LLC”)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board by Resolution #1003, adopted on November 4, 2009, did accept Bank of Smithtown Irrevocable Letter of Credit No. 100437 from Route 58, LLC in the amount of \$48,093.50 representing water key money in connection with their site plan approval; and

WHEREAS, by letter dated July 30, 2012, People's United Bank, predecessor to Bank of Smithtown, advised that they had elected to not renew the above referenced letter of credit and that said irrevocable letter of credit was to expire on November 30, 2012; and

WHEREAS, the Town Board, by Resolution #860 dated November 7, 2012, declared Route 58, LLC in default and authorized the Town Attorney to present the aforementioned Irrevocable Letter to Credit to People's United Bank for payment; and

WHEREAS, by letter dated November 26, 2012, People's United Bank rescinded their letter of cancellation dated July 30, 2012, and reinstated said Irrevocable Letter of Credit #100437, having all terms and conditions previously to remain the same, including the reinstatement of the automatic renewal clause; and

WHEREAS, the Town Attorney has reviewed People's United Bank Irrevocable Letter of Credit No. 100437 and has determined that same is satisfactory in its form.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby accepts People's United Bank Irrevocable Letter of Credit No. 100437 in the amount of \$48,093.50, having an expiration date of November 30, 2013, representing water key money fees in connection with their site plan approval; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this

resolution to Charles R. Cuddy, Esq., as attorney for Route 58, LLC, 445 Griffing Avenue, Riverhead, New York, 11901, People's United Bank, 850 Main Street, Bridgeport, CT, 06604-4917 and Gary Pendzick, Water District Superintendent; 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

12.18.12
120953

ADOPTED

TOWN OF RIVERHEAD

Resolution # 953

AUTHORIZES SETTLEMENT OF LEGAL ACTION
BY FIELD DAY, LLC, AND AEG LIVE, LLC, AGAINST THE TOWN OF RIVERHEAD
AND RIVERHEAD POLICE CHIEF DAVID HEGERMILLER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a legal action was commenced by Field Day, LLC, and AEG Live, LLC, against the Town of Riverhead and Riverhead Police Chief David Hegermiller in the United States District Court, Eastern District of New York, under Civil Action No. 04-2202, arising from a music festival scheduled to take place at the Enterprise Park in Calverton, in 2003; and

WHEREAS, the parties entered into negotiations; and

WHEREAS, an offer of settlement has been made by Field Day, LLC, and AEG Live, LLC, in full settlement of that legal action inclusive of all costs, fees, expenses, and interest; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposal made by and on behalf of Field Day, LLC, and AEG Live, LLC, regarding the legal action commenced by Field Day, LLC, and AEG Live, LLC, against the Town of Riverhead and Riverhead Police Chief David Hegermiller in the United States District Court, Eastern District of New York, under Civil Action No. 04-2202; and be it further

RESOLVED, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the legal action commenced by Field Day, LLC, and AEG Live, LLC, against the Town of Riverhead and Riverhead Police Chief David Hegermiller in the United States District Court, Eastern District of New York, under Civil Action No. 04-2202; and be it further

RESOLVED, that the law offices of Smith, Finkelstein, Lundberg, Isler and Yakoboski, LLP, and Devitt Spellman Barrett, LLP, are hereby authorized to enter into a stipulation of settlement on behalf of the Town and to execute any other documents necessary to effectuate the settlement of the litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY 11901, and Devitt Spellman Barrett, LLP, 50 Route 111, Suite 314, Smithtown, NY 11787, the Accounting Department, and the Town Attorney.

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120954

ADOPTED

TOWN OF RIVERHEAD

Resolution # 954

**APPROVES APPLICATION FOR AMENDMENT OF FRESH WATER WETLANDS
INVENTORY FOR McGANN-MERCY HIGH SCHOOL (SCTM #600-82-3-6)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider amendment of Fresh Water Wetlands Inventory Map for McGann-Mercy High School, to wit: by eliminating a wetland (R-23/3909), by placing 4,700 cubic yards of fill, the enlargement of an existing wetland (R-24/3908) to a 154,700 sq. ft. stormwater abatement pond, creation of a shallow stream, install wetland plantings, wood chip trail, install two bridges, and remove existing athletic track; and

WHEREAS, a public hearing was held on the 7th day of November, 2012 at 2:10 o'clock pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, at the public hearing held on the 7th day of November, 2012, the Town Board incorporated the application and all documents filed with and made part of the Town Planning Department as part of the record of public hearing and extended the public hearing until November 20, 2012 to enable applicant to address issues raised during the November 7th public hearing; and

WHEREAS, at the continuation of public hearing held on the 20th day of November, 2012, the applicant appeared and addressed issues regarding conditions related to groundwater and storm water flow and residents concerns regarding potential flooding to neighboring properties, stock piling of material on site, and NYS DEC permit requirements (testing of material), and all persons wishing to be heard were heard; and

NOW THEREFORE BE IT RESOLVED, that Town Board of the Town of Riverhead does hereby authorize the amendment of Fresh Water Wetlands Inventory for McGann-Mercy High School; and be it further

BE IT FURTHER RESOLVED, that the Town Board accepts and adopts only that portion of the recommendation of the Conservation Advisory Council approving the application subject to (1) Compliance with the NYS Department of Conservation Permit No. 1-4730-01350/0002, including all conditions therein, (2) Compliance with the SWPPP prepared by L.K. McLean Associates, P.C., dated October 2011, and approved by Department of Engineering for the Town of Riverhead and (3) completion of wetland

restoration of existing wetland (R-24/3908) must be completed and inspected by the Riverhead Town Engineering Dept. prior to the construction or improvements related to proposed athletic fields upon existing wetland (R-23/3909); and be it further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120955

ADOPTED

TOWN OF RIVERHEAD

Resolution # 955

**APPOINTS SINNREICH, KOSAKOFF & MESSINA LLP AS SPECIAL COUNSEL
IN THE MATTER OF DONNA M. ZLATNISKI, ET., AL. V. THE TOWN OF
RIVERHEAD, ET. AL.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen,

WHEREAS, a law suit has been commenced by Donna M. Zlatniski and David Zlatniski, as plaintiff naming The Town of Riverhead, Sean Walter, James Wooten, George Gabrielsen and Jodi Giglio, as defendants in the Supreme Court of the State of New York, County of Suffolk under Index number 12-24684; and

WHEREAS, the law suit purportedly names Sean Walter, individually; and

WHEREAS, Sean Walter has requested that the law firm of Sinnreich, Kosakoff and Messina, LLP be retained to appear to defend or appear on behalf of Sean Walter in the action entitled Donna M. Zlatniski, et. al. v. The Town of Riverhead, et. al., in the Supreme Court of the State of New York, County of Suffolk under Index number 12-24684; and

WHEREAS, the Town Board has determined that the law firm of Sinnreich, Kosakoff and Messina, LLP is qualified and be retained to defend or appear on behalf of Sean Walter, in the action entitled Donna M. Zlatniski, et. al. v. The Town of Riverhead, et. al., in the Supreme Court of the State of new York, County of Suffolk under Index number 12-24684.

NOW THEREFORE BE IT RESOLVED, that the law firm of Sinnreich, Kosakoff and Messina, LLP, be retained as special counsel or appear on behalf of Sean Walter in the action entitled Donna M. Zlatniski, et. al. v. The Town of Riverhead, et. al., in the Supreme Court of the State of New York, County of Suffolk under Index number 12-2468; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the Supervisor executing a Retainer Agreements with Sinnreich, Kosakoff and Messina, LLP in a form satisfactory to the Town Attorney and subject to the terms and conditions of this resolution; and be it further

RESOLVED, that Sinnreich, Kosakoff and Messina, LLP be compensated at the rate of \$175.00 per hour, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Sinnreich, Kosakoff and Messina, LLP, 267 Carleton Avenue, Suite 301, Central Islip, New York 11722; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a copy of this resolution to the Town Board, Town Attorney, and Office of Accounting; and be it further

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

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter - ABSTAIN

The Resolution Was Thereupon Duly Declared Adopted

12.18.12
120956

ADOPTED

TOWN OF RIVERHEAD

Resolution # 956

AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE J. HOCHBRUECKNER & ASSOCIATES, INC.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead desires to retain the services of George J. Hochbrueckner & Associates, Inc. to provide services, included but not be limited to, advocate for legislation establishing the Enterprise Park at Calverton Revitalization Commission (S7289/A10072) at state and local levels of government; assist the Town in its efforts to obtain local, state and federal agency approvals for revitalization & development plan, including subdivision, zoning, and, review and approval processes to achieve and maximize economic development at EPCAL; and

WHEREAS, George J. Hochbrueckner & Associates, Inc. possess the requisite experience and expertise to provide the services identified above.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with George J. Hochbrueckner & Associates, Inc. in substantially the form annexed hereto, and be it further

RESOLVED, that the fee for such services shall be a monthly retainer of \$7,000.00 for the six month contract duration period with a maximum not to exceed \$42,000.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to George J. Hochbrueckner & Associates, Inc., George J. Hochbrueckner, President, P.O. Box 637, Laurel, NY 11948; 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 December, 2012 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 George J. Hochbrueckner & Associates, Inc., P.O. Box 637, Laurel, NY 11948 (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 below as an independent contractor and not as an employee of Town. Consultant shall provide lobbying services where useful and appropriate at the federal, state and local government levels to assist the Town of Riverhead in achieving its economic development goal at the EPCAL property. Such services shall include, but not be limited to, advocate for legislation establishing the Enterprise Park at Calverton Revitalization Commission (S7289/A10072) at state and local levels of government; assist the Town in its efforts to obtain local, state and federal agency approvals for revitalization & development plan, including subdivision, zoning, and, review and approval processes to achieve and maximize economic development at EPCAL. Consultant services shall also include meeting with Town Departments and Staff, outside consultants retained by the Town to provide services and expertise related to EPCAL (i.e. VHB) and review all relevant documents related to EPCAL, Enterprise Park at Calverton Revitalization Commission, and Revitalization & Development Plan.

2. TERM OF AGREEMENT

This Agreement shall commence immediately upon execution of this Agreement by the respective parties and extend for a period of six (6) months.

3. PAYMENT

For these Services, the Town will pay Consultant a monthly (beginning on the 15th of each calendar month and extending to the 15th of the next calendar month and intended to reflect a 28 to 31 day period depending on the calendar days for the months included in the term of this agreement) fee of \$7,000.00 for all services identified above for the six (6) month contract duration period. The Town shall not be responsible for any expenses incurred by Consultant related to the services identified above (i.e. telephone expenses, travel expenses, meals). The maximum fee is intended to reflect a "flat" fee and all such services shall not exceed \$42,000.00.00. The initial monthly payment will be provided as soon as practicable after the agreement is fully executed by the parties. The remaining monthly payments will be provided on the 15th of each month beginning on January 15, 2013.

The Town shall require the submission of monthly reports and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. In the event Consultant fails to submit a report and identify the services provided at the

conclusion of the monthly reporting period (as set forth above each monthly period is measured from the 15th of the month to the 15th of the preceding month) or within 5 days thereafter, the Town may withhold payment for the succeeding monthly period until such time as Consultant provides said monthly report.

As set forth in the paragraph above, the Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services set forth above.

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 disclosure shall be permitted to if required to comply with state or local law, rule or regulation or 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. To the extent applicable to the services identified above, 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, except as required pursuant to state or local law, i.e. filing requirements with NYS Public Integrity Reform Act of 2011. 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, except to the extent that Consultant determines it necessary to retain the services of a third party to assist in the preparation of the audit Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

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 Office of the Town Attorney, Town of Riverhead, Attention: Town Attorney for Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to George J. Hochbrueckner & Associates, Inc. c/o George J. Hochbrueckner, President, P.O. Box 637, Laurel, NY 11948.

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 of any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees to file all necessary forms with the NYS Joint Commission on Public Ethics pursuant to Executive Law §177, and all such other laws, rules and regulations applicable to communications to or appearances 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 services identified in this contract. 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, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

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. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. 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.

Sean M. Walter, Supervisor
Town of Riverhead

George J. Hochbrueckner, President
George J. Hochbrueckner & Associates, Inc.

12.18.12
120957

ADOPTED

TOWN OF RIVERHEAD

Resolution # 957

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH NORTH FORK ANIMAL WELFARE LEAGUE, INC FOR OPERATION OF THE TOWN OF RIVERHEAD ANIMAL SHELTER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead desires to have the North Fork Animal Welfare League, Inc take over the operations of the Town of Riverhead Animal Shelter; and

WHEREAS, the North Fork Animal Welfare League, Inc., is a Section 501(c)(3) not for profit membership corporation of the State of New York; and

WHEREAS, Sections 114 and 1 15 of the Agricultural and Markets Law provide that a Town may contract dog control officer and animal shelter services with an incorporated humane society or similar incorporated dog protective association; and

WHEREAS, the Town desires to contract for dog control officer and animal shelter services with the League; and

WHEREAS, the League desires to provide such services for the Town in accordance with the terms and conditions set forth in this agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an Agreement with North Fork Animal Welfare League, Inc. in substantially the form annexed hereto, and be it further;

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

THE VOTE

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

The resolution was thereupon duly declared adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD AND NORTH FORK
ANIMAL WELFARE LEAGUE FOR OPERATION OF THE
RIVERHEAD TOWN ANIMAL SHELTER**

THIS AGREEMENT made this _____ day of March, 2012 pursuant to the provisions of New York State Agricultural and Markets Law by and between the **TOWN OF RIVERHEAD**, a municipal corporation of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, New York, (hereinafter referred to as "Town", and the **NORTH FORK ANIMAL WELFARE LEAGUE, INC.**, a Section 501(c)(3) not for profit membership corporation of the State of New York, having its principal office at _____, New York, (hereinafter referred to as "League")

WHEREAS, the New York State Agricultural and Markets Law §§ 114 and 115 provide that a Town may contract dog control officer and animal shelter services with an incorporated humane society or similar incorporated dog protective association; and

WHEREAS, the Town desires to contract for dog control officer and animal shelter services with the League; and

WHEREAS, the League desires to provide such services for the Town in accordance with the terms and conditions set forth in this agreement;

NOW, THEREFORE, in consideration of the covenants and the promises contained herein, the parties mutually agree as follows:

1. The LEAGUE, through its officers, agents and employees, shall operate and manage the Town Animal Shelter at Youngs Avenue, Riverhead, New York, as an animal shelter and provide care for lost, strayed or homeless dogs or dogs seized by the League's dog control officers and make available for adoption or euthanize seized dogs not redeemed as provided for in Article 7 of the Agricultural and Markets Law pursuant to the provisions set forth below:

- a. Hours of Operation

- i. The shelter shall be open to the public a minimum of thirty-six (36) hours per week excluding holidays when the shelter may be closed. The League shall develop a staffing schedule to demonstrate proposed staffing. The Town recognizes that, on occasion, circumstances beyond the control of the League may arise that require reduced service hours. When these events occur the League will notify the public via a recorded phone message. Aside from closing due to inclement weather or

emergency, the League will notify the Town within 24 hours of any unscheduled closure and report the reasons for closure and projected time the facility will reopen. Notwithstanding the foregoing provisions, the League may establish reasonable hours during which animals may be viewed, redeemed, or adopted.

ii. Staff must be available seven (7) days a week to provide care for sheltered animals and accept animals from League's Animal Control Officers acting pursuant to their job duties and responsibilities as set forth in the Code of the Town of Riverhead and New York State Agricultural & Markets Law.

iii. League shall develop a staffing schedule to demonstrate proposed staffing to meet the public hours set forth above.

b. Other Animals

The shelter may be required to temporarily house animals other than domestic companion animals, when necessary. Other animals may include livestock, birds, pet rodents, snakes and other exotic animals.

c. General Operations

i. The League must conform to applicable New York State, Suffolk County, and Town of Riverhead laws, ordinances, rules, regulations and policies.

ii. The League shall operate and manage a shelter and provide care for (i) lost, strayed, or homeless animals in the Town of Riverhead (ii) animals that are surrendered by residents of the Town of Riverhead pursuant to 58-4.1, and (iii) animals seized by the Town's Animal Control officers or held pursuant to court order.

iii. The League shall be required to house animals received at the shelter for the redemption period set forth in Section 118 of Article 7 of New York State Agricultural and Markets Law. At the end of the appropriate redemption period, animals that have not been redeemed by their owner after a reasonable effort to locate same, shall be offered for adoption or euthanized pursuant to subdivisions 2-a, 2-b, 2-c, 2-d and 2-e of Section 374 of New York State Agriculture and Markets Law. The League shall encourage adoption where the animal and the potential adoptive home are both appropriate.

iv. In the exercise of its discretion, the selected League may hold animals housed at the shelter beyond the time required by law, provided however that in no event shall the League house or hold animals beyond the time required by law if the same will result in there being insufficient space or facilities for the impoundment of seized animals.

v. The League shall provide humane treatment to all animals while housed at the shelter, and shall also be responsible for the cost of feeding and humanely maintaining all animals at the shelter.

d. Daily Care and Medical Treatment & Services

i. The League shall provide all necessary daily care (feed, water, exercise, collect and properly dispose of animal refuse, manure or other animal waste) in accordance with Public Health regulations and provide all necessary veterinary services to the animals housed at the shelter, and shall ensure that all veterinary services are provided by qualified personnel licensed by New York State. Any dog or cat deemed to be adoptable shall be spayed/neutered as soon as practicable when determined to be medically sound. It shall be in the League's discretion to spay/neuter any other animal.

ii. The League shall pay for all reasonable and necessary medical expenses incurred with regard to the treatment of the animals at the shelter. For animals seized by League's Animal Control Officers or Town Police Officers during the time frame for which the Town is responsible under State law, the medical expenses and any such other costs related to housing the animal shall be considered as part of the budgeted amount given to the League by the Town.

iii. The League's veterinarian and/or staff must be trained and certified to administer controlled euthanasia solutions. The League and/or its veterinarian are responsible for obtaining euthanasia solution, keeping records pertaining to such, and safely keeping the solution in accordance with all applicable regulations.

iv. The League shall develop and implement a system whereby animals are assessed for behavior and temperament.

e. Records & Reports

i. The League shall maintain complete records of any seized dog and the subsequent disposition of any dog in the manner prescribed by Article 7 of the Agricultural and Markets Law and regulations promulgated thereunder by the Commissioner of Agriculture and Markets.

ii. The League shall be required to maintain records for all animals admitted, housed, or maintained at the shelter. Such records shall include, but may not be limited to, kennel records, animal medical records, animal behavior records, adoption records, redemption records, euthanasia records, receipts, inventory and activity records. All such records shall remain confidential and the property of the Town of Riverhead, and shall be maintained for a minimum of seven (7) years.

iii. Animal inventory reports will be submitted to the Town upon request.

iv. The League shall provide the Town with an audited financial report on an annual basis and financial compilations on a quarterly basis.

v. The League shall review and substantially comply with the quality of existing shelter policies and procedures pertaining to record keeping and report generating.

e. Licensing, Redemption, & Adoption Fees

Pursuant to Article 7 of the Agricultural & Markets Law §109, the Town Clerk of the Riverhead is responsible for the issuance of all dog licenses and reporting/accounting of licenses issued, together with fees collected to the appropriate County Financial Officer. The Town shall collect all fines and penalties for enforcement and/or violation of Article 7 and the Code of the Town of Riverhead and use such moneys for the purposes set forth in Agricultural & Markets Law, Article 7 §120. To the extent the League collects any such fees, the League shall remit the fees to the Town of Riverhead within 30 days of collecting said fee.

f. Employees

i. The League shall employ, at all times during the term of the contract, such trained and qualified personnel as are necessary to properly perform the duties and responsibilities specified herein.

ii. The League shall designate a suitable person who shall exercise overall

supervision of the shelter and for all of its employees and advise the Town of the name, address, and telephone number of such person, as well as any changes thereto.

iii. The League shall designate and employ at least one full-time dog control officer and one part time dog control officer and said dog control officers shall comply with and enforce the provisions of Chapter 58 of the Code of the Town of Riverhead. Note, in the event that an on-duty Police Officer of the Town of Riverhead brings an abandoned dog to the veterinarian for medical treatment and said dog remains unclaimed, the Police Officer will advise the League of the time and place of delivery, and the League shall assume all reasonable and necessary medical expenses incurred by said dog.

iv. The League shall maintain adequate staffing levels to ensure all services outlined in the contract are provided in an efficient and professional manner.

v. The League may operate a volunteer and/or community service program. In the event the League provides a volunteer and/or community service program, the League shall assume all liability for, screen, supervise, and train volunteers assisting at the shelter.

g. Insurance & Bond

i. The League shall provide Workers' compensation and disability insurance as may be required by law for any person working at the shelter or performing services for the League required to be performed under the Contract with the Town. Certificates of such insurance shall be filed annually with the Town Clerk.

ii. The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

a) Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

b) Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

c) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

d) Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

e) The Town will be named as an additional insured on the Liability policy. The League shall file the above certificates of such insurance on or before February 15, 2013 (prior to effective date of first contract term) and on or before January 1st for each year remaining under the contract period.

h. Facility

i. The League shall purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct shelter operations.

ii. The League shall do nothing detrimental to the facilities, equipment, or property.

iii. The League shall contact Town Engineering Department when repairs to the facility are needed. The League is responsible for contacting Town Facilities Management in a timely manner for emergency or non-routine maintenance issues that may arise. Such maintenance and repair to the shelter shall be in the Town's discretion, which shall be reasonably exercised.

iv. The League shall not intentionally harm the building, grounds or equipment. Upon Town determination of intentional harm (through willful act or neglect) to building, grounds or equipment, the League will be held financially responsible for all repairs and may be subject to Contract termination.

v. Title to the Town Animal Shelter and furniture, furnishings, fixtures, appliances, and equipment currently remaining within shall remain vested in the Town. Any furniture, furnishings, fixtures, appliances, and equipment installed by the League at the shelter shall remain vested in the League and, at the expiration of the contract or on the prior termination thereof, the League shall have the right and a reasonable time within which to remove the same and all other property belonging to the League

provided, however, that such removal can be made without injury or damage to the premises or building.

vi. The League shall make no major alterations renovations or additions to the shelter without prior written approval of the Town. The League shall be financially responsible for all alterations, renovations, or additions made to the shelter without written approval of the Town.

vii. The Town and its authorized officers, agents, and employees shall have the right to enter upon the shelter, including the buildings or structures, at any reasonable time for the purpose of examining same, conferring with the officers and/or management of the League, and to make such necessary repairs as the Town may deem necessary.

viii. The League covenants and agrees that, unless this contract is renewed or extended by agreement of the parties, at the expiration of the term of this contact, it will surrender the shelter to the Town in good repair, normal wear and tear excepted.

2. The Town shall permit the League and League's agents and employees to occupy and operate the Town Animal Shelter for the purpose of providing animal shelter and dog control officer services as more fully described above for the Town for an annual fee of \$223,135.00 (paid in twelve monthly payments) with a cost of living increase limited to 2% per year for each successive year of the three year contract period. In addition to the annual fee, the Town shall transfer all ownership, title and interest to a -----(describe vehicle and VIN #) to the League for services identified above.

a. Facility

i. The Town shall provide maintenance and repair of the building's exterior and grounds, including mowing of lawns and snow plowing of parking lot, but shall not include maintenance or clean up of pens or exercise areas. Such maintenance and repair to the shelter shall be in the Town's discretion, which shall be reasonably exercised.

ii. The Town shall maintain the shelter's electrical, plumbing, septic, mechanical, alarm, heating and air conditioning systems.

iii. The Town shall pay the fuel, electricity, water and other utility expenses of the Town. The League shall be required to pay all other expenses

related to occupancy, operation and maintenance of the facility, including telephone and internet service.

3. General Covenants. The parties hereto further covenant and agree as follows:

a. Miscellaneous

i. The League hereby represents that it is legally qualified to perform all the duties on its part to be performed under the terms and conditions of the contract, specifically being an incorporated humane society or similar incorporated dog protective association formed under the Not-For-Profit Corporation Law pursuant to Section 115 of Article 7 of New York State Agricultural and Markets Law.

ii. The League shall keep on file with the Town Clerk and deliver upon the execution of the Contract, copies of the League's Certificate of Incorporation and current Bylaws.

iii. The Town reserves the right to make inspections of the shelter to assure compliance with the scope of work outlined above and ensure the animals are cared for in a humane manner. The Town also reserves the right for the Suffolk County SPCA and the Humane Society of the United States, or their designee(s), to inspect the shelter.

iv. Nothing shall be found to construe the parties of the contract as partners or authorize either party to contract any debt liability or obligation for or against or on behalf of the other party of the contract. Neither the Town, nor the League, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and the contract shall not be deemed or construed as a contract of agency. The League shall be deemed throughout the term hereof as an independent Contractor and as such be liable for its own acts.

v. The League shall protect, save, and keep the Town harmless and indemnify the Town from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the League of the terms and conditions of the contract.

vi. In the event that either party defaults in fulfilling any of the terms or conditions of the contract, the other party may give six months (6) six

months written notice of its intention to terminate the contract and, thereupon at the expiration of such six month period, if the condition or conditions which form the basis of the notice continue to exist, the contract shall terminate completely as if that day were the day definitely fixed for the expiration of the contract. In the event the defaulting party denies such default, such dispute may be resolved by arbitration through the American Arbitration Association or such other organization as is agreeable to the parties and the costs of arbitration shall be shared equally by the Town and League. In the event of such termination, the League shall forthwith surrender the shelter occupied by it and deliver to the Town any and all Town property in its possession whereupon the League shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

vii. The League shall not assign the contract or subcontract or otherwise engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town. It is understood and agreed that the terms of this Agreement shall not restrict or prohibit the League from contracting with or providing animal control officer or animal shelter services for other government entities and/or private organizations.

viii. In the event Federal, State or County laws, rules or regulations require the League to incur additional expenses to provide the services the League has agreed to provide, the Town agrees to negotiate with the League with regard to such additional expenses.

ix. The Town and its authorized officers, agents and employees shall have the right to enter upon the Town Animal Shelter including the buildings or structures, at any reasonable time for the purpose of examining same, conferring with the officers and/or management of the League, and to make such necessary repairs as the Town may deem necessary.

x. The League shall provide the Town with an audited financial report on an annual basis and financial compilations on a quarterly basis.

xi. The League covenants and agrees that, unless this contract is renewed or extended by agreement of the parties, at the expiration of the term of this contract, it will surrender the Town Animal Shelter to the Town in good repair, normal wear and tear excepted.

xii. The League shall not assign this contract or subcontract or otherwise

engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town.

4. Term

This contract shall be for a term of three (3) years commencing on the 1st day of March, 2013, and terminating the 29th of February, 2016, unless sooner terminated as herein provided.

5. Assignment and Subcontracting

The 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. It is understood and agreed that the occupancy and operation of the Animal Shelter is limited to the League and the League shall be prohibited from subleasing or subcontracting for any of the services described above, except those services requiring specialized or professional expertise i.e. behavioral and veterinary services.

6. Termination

This Agreement may be terminated at any time by either party upon 6 months written notice to the other party. In the event of such termination, Town shall have no further obligation to League except to make any payments which may have become due under this Agreement. In the event of such termination, the League shall forthwith surrender the Town Animal Shelter occupied by it and deliver to the Town any and all Town property in its possession, whereupon the League shall have no further rights or responsibilities hereunder, except to remove its property as provided herein.

7. Records

League 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 League involving transactions related to this Agreement.

8. Changes

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this

Agreement, may, at any time by written notice to League, 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 League determines that a change order is required, League 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, League 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 League and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

9. Notices

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Office of the Town Attorney, Town of Riverhead, Attention: Town Attorney for Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to League if mailed by certified mail, postage prepaid to North Fork Animal Welfare League, Inc., .

10. Compliance with Laws

League shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. League will notify Town immediately if League's work for Town becomes the subject of a government audit or Investigation. League will promptly notify Town if League is indicted, suspended or debarred. League represents that League has not been convicted of fraud of any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, League agrees to file all necessary forms with the NYS Joint Commission on Public Ethics pursuant to Executive Law §177, and all such other laws, rules and regulations applicable to communications to or appearances 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 services identified in this contract. League 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 League's professional and technical discipline.

11. Insurance, Indemnity and Liability

League shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. League 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 League under this Agreement, however, it is agreed and understood that the Town releases and holds harmless League and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

12. Conflict Of Interest

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

13. Disclosure

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

14. Disputes

If League fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to League not to exceed thirty (30) days, and an opportunity for League 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 League, 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. As set forth in the provisions above, the Town and League agree that prior to resorting to litigation, the matter be submitted to arbitration upon the written request of either party and the results of such arbitration shall only be binding upon agreement of each party to be bound thereby. The costs of arbitration proceedings shall be shared equally by both parties. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, League 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, Supervisor

NORTH FORK ANIMAL WELFARE LEAGUE, INC.

By: _____
Therese McGuinness, President

12.18.12
120958

ADOPTED

TOWN OF RIVERHEAD

Resolution # 958

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT WITH
KIWANIS CLUB OF GREATER RIVERHEAD FOR STORAGE FOR TOYS FOR TOTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Kiwanis Club of Greater Riverhead participates in the Toys for Tots fund raising efforts and requires storage for the toys; and

WHEREAS, the Town of Riverhead has agreed to lease to the Kiwanis Club of Great Riverhead the storage area located at 24 Second Street, Riverhead for a nominal fee and for the limited purpose of storage of toys for Toys for Tots.

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 Lease Agreement with the Kiwanis Club of Greater Riverhead, in substantially the same form as annexed hereto, for the period of time from date of execution of the Lease Agreement until December 25, 2012 for the sum of \$1.00; and be it further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

LEASE AGREEMENT

Lease Agreement made this ____ day of December, 2012, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Lessor") and Kiwanis Club of Greater Riverhead, 1036 Middle Rd., Riverhead, NY 11901 (hereinafter referred to as "Lessee").

SECTION ONE. DESCRIPTION OF PREMISES

Lessor does agree to lease to Lessee the storage area located at 24 Second Street, Riverhead, NY 11901, commonly referred to as Second Street Firehouse (hereinafter "leased premises").

SECTION TWO. TERM

Lessor leases the leased premises to the Lessee for the period of time from date of execution of this agreement until December 25, 2012 (hereinafter "lease period").

SECTION THREE. RENT

Lessee shall pay Lessor for the use of the leased premises \$1.00 for the lease period.

SECTION FOUR. POSSESSION AT BEGINNING OF TERM

Lessor shall provide Lessee with a key to access to the building such that Lessee shall have the ability to begin the storage of toys on the date the lease is executed by the parties.

SECTION FIVE. USE OF THE LEASED PREMISES

Lessee agrees that the leased premises shall be used by Lessee exclusively as storage for the Toys for Tots fund raising efforts. No other usage of the building, including bathroom facilities, shall be permitted unless prior written consent is obtained

from the Town of Riverhead which shall be granted or not granted at the absolute direction of Lessor. Lessee may not sublet any or all of the premises without prior written approval from the Town of Riverhead.

SECTION SIX. ACCEPTANCE BY LESSEE

Lessee has inspected and knows the condition of the premises and accepts the same in their present condition.

SECTION SEVEN. LESSOR'S RIGHT OF ENTRY

Lessor or Lessor's agent may enter the premises at reasonable hours to examine the same, to do anything Lessor may be required to do under this Lease or which Lessor may deem necessary for the good of the premises or any building of which they are a part, and during the last day of tenancy to inspect the subject premises to make certain Lessee has removed all items stored at the subject site..

SECTION EIGHT. MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the premises and shall keep the premises clean and presentable. At the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the leased premises shall be promptly repaired by Lessee.

SECTION NINE. UTILITIES AND SERVICES

As Lessee is aware, as no additional electricity, gas, water, fuel or any services or utilities are required to be used due to Lessee's use, no additional charge is required.

SECTION TEN. SIGNS AND ADVERTISEMENTS

Lessee shall not put upon, or permit to be put upon, any part of the premises, any signs, billboards or advertisements on Lessor's property, either on the lawn area or

building advertising the Kiwanis Club or toy drive without the approval of the Town Board.

SECTION ELEVEN. INDEMNIFICATION; INSURANCE

Lessee covenants at all times to indemnify and save Lessor harmless from all loss, liability, cost or damage that may occur or be claimed with respect to any person or property on, in or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Lessee, its agents, employees, invitees or any person on the premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property and any and all loss, cost, liability or expense resulting from the same, and further covenants at all times to maintain such premises in a safe and careful manner.

SECTION TWELVE. DAMAGE TO PROPERTY ON PREMISES

Lessee agrees that all property of every kind and description kept, stored or placed in or on the premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Lessor or other tenants of Lessor or anyone for whom Lessor may be responsible.

SECTION THIRTEEN. DAMAGE BY CASUALTY

In case the leased premises shall be destroyed or shall be so damaged by fire or other casualty as to become un-tenantable, then, in such event, at the option of Lessor,

this Lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest in the premises to Lessor. Lessor shall exercise such option to terminate this Lease by notice in writing, delivered to Lessee within 3 days after such damage or destruction. Lessee shall remove all rubbish, debris, merchandise (toys), and other personal property within 3 days after the request of Lessor. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of vacating or repairing any portion of the building or the leased premises.

SECTION FIFTEEN. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be bindings upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date of this Lease.

The parties hereto have executed this Agreement the day and year first above written.

TOWN OF RIVERHEAD

By: Supervisor, Sean M. Walter

Kiwanis of Greater

By:

Harry E. Wilkinson, President

12.18.12
120959

ADOPTED

TOWN OF RIVERHEAD

Resolution # 959

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CHANGE THE DATE OF A RIVERHEAD TOWN BOARD MEETING

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead seeks authorization to change the original date for the last town board meeting scheduled for the 2012 calendar year from Monday, December 31st 2012 at 2:00 p.m. to Thursday December 27, 2012 at 2:00 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Clerk to publish and post the attached public notice in the December 20, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the attached public notice to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

TAKE NOTICE, that the Riverhead Town Board meeting originally scheduled for Monday, December 31st 2012 at 2:00 p.m. has been rescheduled and will be held on Thursday December 27, 2012 at 2:00 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York.

Dated: Riverhead, New York
December 18, 2012

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

12.18.12
120960

ADOPTED

TOWN OF RIVERHEAD

Resolution # 960

AUTHORIZES THE ADOPTION OF THE INCORPORATION OF CERTAIN PRIVATE ROADS INTO THE TOWN OF RIVERHEAD'S HIGHWAY SYSTEM PURSUANT TO NEW YORK STATE HIGHWAY LAW SECTION 189 HIGHWAYS BY USE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the incorporation of private roads into the Town of Riverhead's highway system pursuant to New York State Highway Law §189, Highways by Use, once in the October 25, 2012, issue of the News- Review Newspaper, the official newspaper designated for these purposes, and also to cause a copy of the Notice of Public Hearing to be posted on the sign board of the Town in the Office of the Town Clerk; and

WHEREAS, a public hearing was held on the 20th day of November, 2012 at 7:10 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the incorporation of private roads into the Town of Riverhead's highway system pursuant to New York State Highway Law §189 Highways by Use, is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The resolution was thereupon duly declared adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead authorized the adoption of the incorporation of the following private roads into the Town of Riverhead's highway system pursuant to New York State Highway Law §189, Highways by Use, at its regular meeting held on December 18, 2012.

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

Baiting Hollow Area:

1. Northgate Circle
2. Jill's Way

Suffolk County Tax Map #0600-61-3-55

Dated: Riverhead, New York
December 18, 2012

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

DIANE M. WILHELM, Town Clerk

12.18.12
120961

ADOPTED

TOWN OF RIVERHEAD

Resolution # 961

ACCEPTS THE RESIGNATION OF A PUBLIC SAFETY DISPATCHER I

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received written notification from Margaret Wickers, a Public Safety Dispatcher I in the Riverhead Town Police Department, indicating her intent to resign effective close of business December 12, 2012.

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

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120962

ADOPTED

TOWN OF RIVERHEAD

Resolution # 962

21st CENTURY ONCOLOGY
SEWER EXTENSION CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$5,500 has been received by the developer for additional engineering studies of the sewer extension at 21st Century Oncology in Riverhead;

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------------|------------------------------------|--------------------|------------------|
| 414.092705.421050.20033 | Developer Fees | 5,500 | |
| 414.081300.543504.20033 | Professional Svcs Engineer Expense | | 5,500 |

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

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

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120963

ADOPTED

TOWN OF RIVERHEAD

Resolution # 963

AUTHORIZES AMENDMENT TO RESOLUTION #940 FOR AN EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING ENHANCED STAR PURSUANT TO SECTION 425 OR SECTION 467 OF NYS RPTL

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Section 925-b of the Real Property Tax Law of the State of New York allows an extension of time to pay real property taxes for certain persons sixty-five years of age or over receiving an exemption pursuant to §425(4) or §467; and

WHEREAS, the law allows for an extension of time of up to five business days without penalty of interest; and

WHEREAS, Receiver of Taxes, Laurie A. Zaneski recognizes the need to assist our seniors in payment of their real property taxes without penalty due to the time lapse between Social Security checks and the May 31 deadline;

THEREFORE, the payment of real property taxes for certain persons sixty-five years of age or over receiving an exemption pursuant to §425(4) or §467 of the New York State Real Property Tax Law is hereby extended to June 7th, 2013.

NOW, FURTHER BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Town Clerk to forward a certified copy of this resolution to Laurie A. Zaneski, Receiver of Taxes.

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120964

ADOPTED

TOWN OF RIVERHEAD

Resolution # 964

**APPOINTS REPRESENTATIVE TO THE PECONIC BAY REGION COMMUNITY
PRESERVATION FUND ADVISORY OPINION BUREAU**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, in 1998, the New York State Legislature adopted Chapter 114 of the Laws of 1998 which authorized towns in the Peconic Bay Region to establish Community Preservation Funds for the Purpose of preserving land for open space, farmland preservation, historic preservation and for park and recreation purposes with the revenue for said fund was to derived from a two-percent real estate tax; and

WHEREAS, in 2002, the State Legislature adopted Chapter 250 of the laws of 2002 which authorized the Towns in the Peconic Bay Region to extend the expiration date of the real estate transfer tax until December 31, 2020, subject to mandatory referendum; and

WHEREAS, in 2006, the State Legislature again extended the expiration date of the real estate transfer tax until December 31, 2030 by Chapter 391 of the Laws of 2006; and

WHEREAS, in 2009, the State Legislature enacted Chapter 373 of the Laws of 2008 to institute fiscal oversight measures to insure the integrity and improve the administration of the Fund; and

WHEREAS, among the amendments made by Chapter 373 of the Laws of 2008 was the enactment of subdivision 11 of Section 64-e of the Town Law which permits the Peconic Bay Region towns to enter into an intermunicipal agreement to perform certain functions jointly that are authorized by Community Preservation Fund Law, including but not limited to: (a) to jointly acquire interests in land; and (b) to establish an office to render legal opinions and interpretations to facilitate the efficient administration of the fund; and

WHEREAS, the Peconic Bay Region Community Preservation Fund Advisory Opinions Bureau was established to render advisory legal opinions and interpretations to facilitate the efficient administration of the Fund and shall consist of eleven members, including five representatives from the "Peconic Bay Region"; one each from the towns of East Hampton, Riverhead, Southampton, Shelter Island and Southold; and

WHEREAS, Deputy Town Attorney Annemarie Prudenti

NOW THEREFORE BE IT RESOLVED, that the Town Board appoints Annemarie Prudenti, Deputy Town Attorney, to serve as the Town of Riverhead representative on the Peconic Bay Region Community Preservation Fund Advisory Opinion Bureau; 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

12.18.12
120965

ADOPTED

TOWN OF RIVERHEAD

Resolution # 965

AUTHORIZES THE SUPERVISOR TO EXECUTE A SETTLEMENT AGREEMENT WITH CSC ACQUISITION-NY, INC. (CABLEVISION) REGARDING A CABLEVISION FRANCHISE COMPLIANCE FEE AUDIT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead authorized Troy & Banks Consultants, LLC, to conduct a cable franchise fee compliance audit on or about July 9, 2009; and

WHEREAS, Troy & Banks Consultants, LLC, completed its cable franchise fee compliance audit; and

WHEREAS, based upon the results of the cable franchise fee compliance audit, the Town of Riverhead and CSC Acquisition-NY, Inc. (Cablevision) agree to resolve this matter pursuant to terms and conditions known to all parties as memorialized in a proposed settlement agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the proposed settlement agreement with CSC Acquisition-NY, Inc. (Cablevision) pursuant to terms and conditions known to the parties; 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

12.18.12
120966

ADOPTED

TOWN OF RIVERHEAD

Resolution # 966

AMENDS RESOLUTION #942

(AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING")

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Resolution #942 dated December 4, 2012, the Riverhead Town Board authorized the Town Clerk to publish and post a public notice for a local law to consider an amendment to Chapter 108 entitled, "Zoning" of the Riverhead Town Code (Site Plan Review . §108-132. Contents of application.), once in the December 13, 2012 issue of the News-Review Newspaper; and

WHEREAS, in accordance with Riverhead Town Code Chapter 22, Section 22-1, "No local law shall be adopted by the Town Board until a public hearing has been held thereon in its final form before such Town Board not less than three (3) nor more than thirty (30) days after public notice has been given of the time and place of the holding of such public hearing."; and

WHEREAS, the public hearing is to take place on January 15, 2013 at 7:05 o'clock p.m., which is beyond the 30 day time period.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies and amends Resolution # 942 to authorize the Town Clerk to publish and post a public notice for a local law to consider an amendment to Chapter 108 entitled, "Zoning" of the Riverhead Town Code (Site Plan Review. §108-132. Contents of application.), amending the issue date of the public hearing in the News-Review Newspaper from December 13, 2012 to December 20, 2012; and be it further

RESOLVED, that all other terms and conditions of Resolution #942 shall remain in full force and effect; and be it further

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

12.18.12
120967

ADOPTED

TOWN OF RIVERHEAD

Resolution # 967

**AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH AN
EMPLOYEE HOLDING CIVIL SERVICE JOB 500201 WITH
TOWN OF RIVERHEAD POLICE DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached Stipulation; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Meg Ferris, Personnel Director, the office of the Town Attorney and the Office of Accounting; and be it further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

STIPULATION

This Stipulation made between the Town of Riverhead, a municipal corporation existing under the laws of the State of New York ("Employer"), and John Seal, a Police Officer employed by the Town of Riverhead Police Department ("Employee").

Whereas, on or about May 6, 2000, the Town hired John Seal as a part-time Police Officer; and

Whereas, on or about June 4, 2001, the Town hired John Seal as a full-time Police Officer, Civil Service Job Code 500201; and

Whereas, the Town recognizes the Police Benevolent Association (hereinafter "PBA") as the sole bargaining agent and representative for all Police Officers and Detectives employed in the Town Police Department; and

Whereas, prior to 2001 up to the present, the Town and PBA have entered into a succession of labor contracts which set forth the terms, conditions, benefits of employment for police officers and detectives; and

Whereas, as set forth above, John Seal was hired as a Police Officer, Civil Service Job Code 500201, and, as such, the provisions of the labor contracts between the Town and PBA for the years of his employment, 2001 to the present, were and continue to be applicable to his employment; and

Whereas, on the date of hire to the position of full-time Police Officer, John Seal, was a veteran who received an honorable discharge from the United States Marine Corps; and

Whereas, the labor contracts between the Town and PBA for the years of his employment include a provision titled "Additional Veterans Holidays" which provides in pertinent part, "[a]n employee who is a veteran and works either on Memorial Day or Veterans' day shall have compensation which shall include, in addition to all other entitlements, cash overtime at the rate of time and one half for each hour worked...does not work on either Memorial Day or Veterans' Day shall have compensation which shall include...one day's pay..."; and

Whereas, John Seal did not receive or make claim under the labor contract provision titled "Additional Veterans Holidays" for additional compensation for nearly 10 years and alleges that he had not reviewed the labor contracts nor did he receive information from the Town regarding his entitlement to additional compensation for work on Memorial Day or Veterans' Day from the date of his hire until December 31, 2010; and

Whereas, by letter dated April 3, 2012, John Seal, made a demand that the Town compensate him for any time/compensation earned pursuant to labor contract provision titled "Additional Veterans Holidays" from the date of his hire until December 31, 2010; and

Whereas, the Town desires to acknowledge John Seal's military service and credit him with time/compensation earned pursuant to labor contract provision titled "Additional Veterans Holidays" from the date of his hire until December 31, 2010; and

NOW THEREFORE, it is mutually agreed by and between the Town and John Seal, employee for the Town of Riverhead, holding position as Police Officer, Civil Service Job Code 500201, as follows:

1. The Town of Riverhead, hereinafter "Employer" and John Seal, "Employee", mutually and voluntarily enter into the following settlement agreement and stipulation.
2. The Employer agrees to pay the sum of \$5,468.83 as and for all monies due for the period of time January 1, 2005 through December 31, 2010. The sum of \$5,468.83 is intended and shall be deemed to compensate employee for all days and monetary benefits accrued by the employee from January 1, 2005 through December 31, 2010 pursuant to Article V titled "Additional Veterans Holidays" of the labor contract between the PBA and Town of Riverhead.
3. The Employer agrees to credit the employee's sick time with 68 hours or 8.5 days for the period of time from 2001 to 2004. The sick time accrual of 68 hours is intended and shall be deemed to compensate employee for all days and monetary benefits accrued by the employee from date of employment to December 31, 2004 pursuant to Article V titled "Additional Veterans Holidays" of the labor contract between the PBA and Town of Riverhead.
4. The Employee agrees that the terms of paragraph two (2) and three (3) above shall be a full and complete settlement of disputed claims between Employer and Employee related to and arising out of the employee's veteran status and all applicable provisions of the succession of labor contracts between the Town and PBA from the date of his hire until December 31, 2010.
5. The Employee understands and agrees that the payment in income and credit of sick time as stated hereinbefore constitutes the full consideration to be received and is in full settlement and satisfaction of any and all claims and/or damages allegedly sustained by him resulting from the Town's failure to compensate him based upon his status as a veteran.
6. The Employee further agrees that at the time of receiving payment and credit referred to in this stipulation, he will execute a general release in favor of the Town of Riverhead, its agents, officers, employees, and representatives, forever

releasing them from any future claims whatsoever arising out of the employment dispute fully described in the preamble above. The parties have carefully read the foregoing stipulation and agreement, know the contents thereof, and sign the same as our own free acts.

Sean M. Walter, Supervisor

Dixon Palmer, PBA President

John Seal, Police Officer employed by
The Town of Riverhead

12.18.12
120968

ADOPTED

TOWN OF RIVERHEAD

Resolution # 968

ESTABLISHES TIME OF REGULAR MEETINGS OF THE TOWN BOARD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, that during the year 2013, all regular meetings of the Town Board will be held twice monthly in Town Hall; the first to be held on the first Tuesday of the month at 2:00 p.m. and the second to be held on the third Tuesday of the month at 7:00 p.m. Exceptions include January 2, 2013, September 4, 2013 and November 6, 2013 which will be held on Wednesdays at 2:00 p.m. and February 20, 2013, May 22, 2013 and October 16, 2013 which will be held on Wednesdays at 7:00 p.m and December 31, 2013 which will be held on Tuesday at 2:00 p.m.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached notice in the December 20, 2012 issue of the News-Review Newspaper. The newspaper is hereby designated as official newspaper for this purpose, and to post same on the signboard in Town Hall; and it be further

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

THE VOTE

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

The resolution was thereupon duly declared adopted

| MEETING DATE | MEETING PLACE | MEETING TIME |
|--------------------|---------------|--------------|
| January 2, 2013 | Town Hall | 2:00 p.m. |
| January 15, 2013 | Town Hall | 7:00 p.m. |
| February 5, 2013 | Town Hall | 2:00 p.m. |
| February 20, 2013 | Town Hall | 7:00 p.m. |
| March 5, 2013 | Town Hall | 2:00 p.m. |
| March 19, 2013 | Town Hall | 7:00 p.m. |
| April 2, 2013 | Town Hall | 2:00 p.m. |
| April 16, 2013 | Town Hall | 7:00 p.m. |
| May 7, 2013 | Town Hall | 2:00 p.m. |
| May 22, 2013 | Town Hall | 7:00 p.m. |
| June 4, 2013 | Town Hall | 2:00 p.m. |
| June 18, 2013 | Town Hall | 7:00 p.m. |
| July 2, 2013 | Town Hall | 2:00 p.m. |
| July 16, 2013 | Town Hall | 7:00 p.m. |
| August 6, 2013 | Town Hall | 2:00 p.m. |
| August 20, 2013 | Town Hall | 7:00 p.m. |
| September 4, 2013 | Town Hall | 2:00 p.m. |
| September 17, 2013 | Town Hall | 7:00 p.m. |
| October 1, 2013 | Town Hall | 2:00 p.m. |
| October 16, 2013 | Town Hall | 7:00 p.m. |
| November 6, 2013 | Town Hall | 2:00 p.m. |
| November 19, 2013 | Town Hall | 7:00 p.m. |
| December 3, 2013 | Town Hall | 2:00 p.m. |
| December 17, 2013 | Town Hall | 7:00 p.m. |
| December 31, 2013 | Town Hall | 2:00 p.m. |

TOWN OF RIVERHEAD

Resolution # 969

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

| ABSTRACT #12-49 December 13, 2012 (TBM 12/18/12) | | | |
|--|-----|---------------------|---------------------|
| FUND NAME | | Transfer | GRAND TOTALS |
| GENERAL FUND | 1 | 5,767,873.91 | 5,767,873.91 |
| POLICE ATHLETIC LEAGUE | 4 | 1,873.50 | 1,873.50 |
| RECREATION PROGRAM FUND | 6 | 26,723.65 | 26,723.65 |
| CHILD CARE CENTER BUILDING FUN | 9 | 51.71 | 51.71 |
| MULTI YEAR OPERATING GRANT FUN | 99 | 100.00 | 100.00 |
| HIGHWAY FUND | 111 | 465,130.23 | 465,130.23 |
| WATER DISTRICT | 112 | 336,002.44 | 336,002.44 |
| RIVERHEAD SEWER DISTRICT | 114 | 180,034.55 | 180,034.55 |
| REFUSE & GARBAGE COLLECTION DI | 115 | 28,965.70 | 28,965.70 |
| STREET LIGHTING DISTRICT | 116 | 27,908.87 | 27,908.87 |
| PUBLIC PARKING DISTRICT | 117 | 20.63 | 20.63 |
| AMBULANCE DISTRICT | 120 | 499.43 | 499.43 |
| EAST CREEK DOCKING FACILITY FU | 122 | 1,167.81 | 1,167.81 |
| CALVERTON SEWER DISTRICT | 124 | 7,174.99 | 7,174.99 |
| RIVERHEAD SCAVANGER WASTE DIST | 128 | 91,132.62 | 91,132.62 |
| RISK RETENTION FUND | 175 | 8,486.48 | 8,486.48 |
| CDBG CONSORTIUM ACOUNT | 181 | 3,833.37 | 3,833.37 |
| TOWN HALL CAPITAL PROJECTS | 406 | 21,008.48 | 21,008.48 |
| TRUST & AGENCY | 735 | 1,369,740.20 | 1,369,740.20 |
| CALVERTON PARK - C.D.A. | 914 | 325.52 | 325.52 |
| TOTAL ALL FUNDS | | 8,338,054.09 | 8,338,054.09 |

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 # 969

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

| ABSTRACT #12-48 December 06, 2012 (TBM 12/18/12) | | | |
|--|-----|--------------|--------------|
| FUND NAME | | Transfer | GRAND TOTALS |
| GENERAL FUND | 1 | 853,090.81 | 853,090.81 |
| RECREATION PROGRAM FUND | 6 | 2,356.00 | 2,356.00 |
| HIGHWAY FUND | 111 | 24,777.44 | 24,777.44 |
| WATER DISTRICT | 112 | 54,220.08 | 54,220.08 |
| RIVERHEAD SEWER DISTRICT | 114 | 17,311.35 | 17,311.35 |
| REFUSE & GARBAGE COLLECTION | 115 | 1,598.57 | 1,598.57 |
| STREET LIGHTING DISTRICT | 116 | 43,707.42 | 43,707.42 |
| PUBLIC PARKING DISTRICT | 117 | 544.56 | 544.56 |
| AMBULANCE DISTRICT | 120 | 1,733.34 | 1,733.34 |
| EAST CREEK DOCKING FACILITY | 122 | 78.47 | 78.47 |
| CALVERTON SEWER DISTRICT | 124 | 5,372.40 | 5,372.40 |
| RIVERHEAD SCAVANGER WASTE D | 128 | 1,758.17 | 1,758.17 |
| WORKERS' COMPENSATION FUND | 173 | 61,462.27 | 61,462.27 |
| RISK RETENTION FUND | 175 | 136,875.24 | 136,875.24 |
| MAIN STREET REHAB PROGRAM | 177 | 84,680.00 | 84,680.00 |
| GENERAL FUND DEBT SERVICE | 384 | 22,027.50 | 22,027.50 |
| TOWN HALL CAPITAL PROJECTS | 406 | 13,365.00 | 13,365.00 |
| TRUST & AGENCY | 735 | 727,170.86 | 727,170.86 |
| COMMUNITY PRESERVATION FUND | 737 | 702.50 | 702.50 |
| CALVERTON PARK - C.D.A. | 914 | 7,342.00 | 7,342.00 |
| TOTAL ALL FUNDS | | 2,060,173.98 | 2,060,173.98 |

THE VOTE

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

The resolution was thereupon duly declared adopted

12.18.12
120970

ADOPTED

TOWN OF RIVERHEAD

Resolution # 970

**GENERAL FUND
HISTORICAL PROPERTIES**

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to Super Storm Sandy the Engineering Department is requesting a transfer of funds for additional Carriage House repairs; and

WHEREAS, the costs associated with this cleanup will be submitted to FEMA for reimbursement;

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------|-----------------------|--------------------|------------------|
| 001.000000.499999 | Fund Balance | 6,250 | |
| 001.075200.541000 | Repairs & Maintenance | | 6,250 |

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

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

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #970 was **TAKEN OFF THE FLOOR**

THE VOTE: 5-Yes, 0-No

Immediately thereafter on a motion by Councilman Gabrielsen, seconded by Councilwoman Giglio resolution #970 was **ADOPTED**

THE VOTE

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

The resolution was thereupon duly declared adopted