

**RESOLUTION LIST  
OCTOBER 16, 2012**

- Res. #793 Awards Bid for Implementation of NYS DOS BOA Grant**
- Res. #794 Authorizes Town Clerk to Publish and Post Notice for Public Hearing Regarding Community Development Block Grant (“CDBG”) 2013 Funds**
- Res. #795 Awards Bid for Weeping Willow Park Improvement Project Contract**
- Res. #796 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Annual HVAC Service and Maintenance Contract**
- Res. #797 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Annual Security Monitoring and Maintenance Contract**
- Res. #798 Awards Bid on a New Traffic Paint Striping Machine**
- Res. #799 Declares Lead Agency, Classifies and Determines Significance of Action: Town of Riverhead Sewer District Treatment Plant TMDL Upgrade**
- Res. #800 Grants Special Use Permit Petition of Ottoman Enterprises, Inc.**
- Res. #801 Authorizes the Retention of Grant Thornton LLP as an Accounting Expert in the Matter Filed Day, Et. Al. v. the Town of Riverhead, Et. Al. and Authorizes Smith, Finkelstein, Lundberg, Isler and Yakaboski to Execute a Retainer Agreement Regarding Same**
- Res. #802 Appoints a Recreation Aide I to the Recreation Department (Sarah Freeborn)**
- Res. #803 Appoints a Recreation Aide II to the Recreation Department (Jason Sendlewski)**
- Res. #804 Appoints an Assistant Recreation Leader to the Recreation Department (Jessica Rachubka)**
- Res. #805 Appoints a Recreation Aide II to the Recreation Department (Stephanie Heins)**
- Res. #806 Appoints a Recreation Leader I to the Recreation Department (Jessica Rachubka)**
- Res. #807 Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossings; Parking Fields)**
- Res. #808 Authorizes Town Clerk to Publish and Post Notice for GASB 45 Actuarial Services for Town of Riverhead**
- Res. #809 Authorization for Allocation of Highway Fund Balance**
- Res. #810 Authorizes Town Clerk to Publish and Post Notice for Audit Services for Town of Riverhead Community Preservation Fund**
- Res. #811 Authorizes Town Clerk to Publish and Post Notice for Audit Services for Town of Riverhead Justice Court**
- Res. #812 Authorizes Town Clerk to Publish and Post Notice for Annual Audit Services for Town of Riverhead**

- Res. #813 Authorization to Publish and Post Advertisement of a Request for Proposals for Collection and Recycling of Electronic Waste**
- Res. #814 Authorization to Publish and Post Advertisement for Disposal of Town Generated Construction and Demolition Material**
- Res. #815 Authorization to Publish and Post Advertisement for Disposal and Recycling of Municipal Solid Waste**
- Res. #816 Authorization to Publish and Post Advertisement for Sale of Surplus Ground Yard Waste**
- Res. #817 Authorizes Filing of Claim for a Refund from the State of New York for MTA Payroll Tax Payments**
- Res. #818 Authorizes Acceptance of Five (5) Full-Time Police Officer's Irrevocable Letters of Resignation for Retirement Purposes Pursuant to the Early Retirement Incentive Program for Eligible Full-Time Police Officers of Chapter 37, Article IV, Entitled "Retirement" of the Riverhead Town Code**
- Res. #819 Authorizes Town Clerk to Publish and Post Public Notice to Consider 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. #820 Authorizes the Supervisor to Execute a Retainer Agreement with Mary C. Hartill, Esq. for Legal Services for the Year 2012/2013 (Riverhead Youth Court)**
- Res. #821 Appoints Marriage Officer (Councilman James Wooten)**
- Res. #822 Awards Bid for Water Meters and Accessory Equipment for Use in the Riverhead Water District**
- Res. #823 Authorizes the Supervisor to Execute an Agreement with Sidney B. Bowne & Son, LLP**
- Res. #824 Authorizes the Supervisor to Execute an Agreement with D & B Engineers and Architects, P.C.**
- Res. #825 Declares Lead Agency, Classifies and Determines Significance of Action and Approves Application of McGann Mercy High School for Wetland Project on Subject Property as SCTM #0600-82-3-6**
- Res. #826 Authorizes Town Clerk to Publish and Post a Public Notice to Consider Amendment of Fresh Water Wetlands Inventory for McGann Mercy High School (SCTM #0600-82-3-6)**
- Res. #827 Pays Bills**

**TOWN OF RIVERHEAD**

**Resolution # 793**

**AWARDS BID FOR IMPLEMENTATION OF NYS DOS BOA GRANT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead has received a grant from New York State Department of State to complete the Step II Nomination for a Brownfields Opportunity Area (BOA) grant; and

**WHEREAS**, the New York State Route 25 Main Street corridor running from Tanger Outlets to Hubbard Avenue is a priority of the Town of Riverhead Board and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by the Town of Riverhead; and

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #396 adopted on May 16, 2012 authorized the issuance of a Request for Proposals from a creative and qualified consultant to conduct and facilitate implementation of the BOA grant; and

**WHEREAS**, ten (10) responses to the Request for Proposals were received as per specifications by 4:00 pm on Friday, June 15th, 2012, and opened in the office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, the Town Board, Deputy Supervisor, Community Development Department staff, Planning staff, and BOA Steering Committee reviewed and evaluated all proposals; and

**WHEREAS**, after evaluation of the responses to the Request for Proposals, including but not limited to, review of the written proposals, and an invitation for oral presentations by the top four short listed consultants, the Town Board, staff and BOA Steering Committee determined that Nelson, Pope & Voorhis, LLC to be the best and most responsible bidder and as such, recommend that the bid be awarded to Nelson & Pope; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead, awards Nelson, Pope & Voorhis, LLC the contract in the amount of \$467,930 as per the proposal submitted in responses to the RFP specifications on Friday, June 15th, 2012 to complete the Step II BOA Nomination grant subject to a Professional Services Agreement negotiated and approved by the Town Attorney; and

**RESOLVED**, that the Town Board be and does hereby authorize the Supervisor to execute all necessary documents required by NYS DOS to permit Nelson, Pope & Voorhis, LLC to complete the Step II BOA Nomination study; and

**RESOLVED**, that the Town Board be and does hereby authorize staff to provide all available documents and information related to the project to assist Nelson, Pope & Voorhis, LLC to complete the grant; and

**RESOLVED**, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to David Ashton, New York State Department of State, 99 Washington Avenue, Suite 1010, Albany, NY 12231, and all individuals/entities which submitted a timely response to the Request For Proposal; and be it further

**BE IT FURTHER RESOLVED**, that the Town Clerk shall send a copy of this resolution to Community Development, Town Engineer, Town Accounting Department and Office of the Town Attorney; and

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

**THE VOTE**

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

10.16.12  
120794

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 794**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR PUBLIC HEARING REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) 2013 FUNDS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead has an ongoing CDBG Program and plans to prepare an application for CDBG Funds for Fiscal Year 2013; and

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

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice of public hearing at 7:05 p.m. on November 20, 2012 as a legal advertisement in the Thursday, October 25, 2012, issue of the News Review and to post same on the signboard in Town Hall.

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

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

**THE VOTE**

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**

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

**PLEASE TAKE NOTICE** in April 2013 the Town of Riverhead expects to receive approximately \$132,852.00 in Federal Community Development Block Grant Funds. These funds may be used, and have been previously used for a variety of projects that benefit low and moderate income persons, aid in the prevention or elimination of slums or blight and/or meet a need having a particular urgency.

Examples of eligible activities include:

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

Town residents are invited to attend this public hearing on the 20<sup>th</sup> day of November, 2012, at 7:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, New York, to express citizen views on local housing and community development needs to be met with these funds and/or submit written comments for the record to Riverhead Town Hall, Community Development Department, 200 Howell Avenue, Riverhead, New York 11901 by November 30<sup>th</sup>, 2012.

A County-wide public hearing will be scheduled at a later date for final review and comments on the overall Community Development Department Program prior to submission to the United State Department of Housing and Urban Development.

Dated: October 25, 2012

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

**DIANE WILHELM, TOWN CLERK**

10.16.12  
120795

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 795**

**AWARDS BID FOR WEEPING WILLOW PARK IMPROVEMENT PROJECT CONTRACT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Weeping Willow Park Improvement Project Contract; and

**WHEREAS**, seven (7) bids were received, opened and read aloud on the 5th day of October, 2012 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Weeping Willow Park Improvement Project Contract be and is hereby awarded to Brian V. Klug Landscaper, Inc. in the amount of Seventy Eight Thousand, Nine Hundred Ninety Five & 75/100 (\$78,995.75); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to return any and all bid bonds received in connection with this bid; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the Weeping Willow Park Improvement Project Contract; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$78,995.75; 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; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Brian V. Klug Landscaper, Inc., P.O. Box 349, Speonk, NY 11972, Drew Dillingham, P.E., Purchasing Department and the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

Bids received for Weeping Willow Park on October 4, 2012 and publically opened October 5, 2012.

Item No.	Estimated Quantity	Unit	Description of Item	Brian V. Klug Landscaper, Inc.			Corazzini Asphalt, Inc.			Construction Consultants LI, Inc.			DeLallo South Fork Asphalt			Quintal Contracting			Albrecht Earthwork			Gatz Landscaping		
				Error	Unit Price	Extended Total	Error	Unit Price	Extended Total	Error	Unit Price	Extended Total	Error	Unit Price	Extended Total	Error	Unit Price	Extended Total	Error	Unit Price	Extended Total	Error	Unit Price	Extended Total
1	0.1	Ac	Clearing and Grubbing		\$15,000.00	\$1,500.00		\$82,000.00	\$8,200.00		\$25,000.00	\$2,500.00		\$24,000.00	\$2,400.00		\$50,000.00	\$5,000.00		\$15,000.00	\$1,500.00		\$18,850.00	\$1,885.00
2	200	CY	Unclassified Excavation		\$16.00	\$3,200.00		\$52.00	\$10,400.00		\$24.00	\$4,800.00		\$30.00	\$6,000.00		\$38.00	\$7,600.00		\$10.00	\$2,000.00		\$53.20	\$10,640.00
2U	300	CY	Removal of Unsuitable Material		\$30.00	\$9,000.00		\$60.00	\$18,000.00		\$44.00	\$13,200.00		\$20.00	\$6,000.00		\$45.00	\$13,500.00		\$20.00	\$6,000.00		\$57.16	\$17,148.00
3S-GS	2500	SY	Excavation and Embankment - Grading Subgrade		\$1.00	\$2,500.00		\$2.00	\$5,000.00		\$3.50	\$8,750.00		\$1.50	\$3,750.00		\$2.00	\$5,000.00		\$4.00	\$10,000.00		\$0.91	\$2,275.00
8	260	LF	Jumbo Belgian Block Curb		\$20.00	\$5,200.00		\$26.40	\$6,864.00		\$22.00	\$5,720.00		\$34.00	\$8,840.00		\$25.00	\$6,500.00		\$39.00	\$10,140.00		\$25.64	\$6,666.40
118-D	1	Ea	Erosion and Sediment Control - Drainage Structure Inlet Protection		\$150.00	\$150.00		\$150.00	\$150.00		\$25.00	\$25.00		\$500.00	\$500.00		\$250.00	\$250.00		\$1,000.00	\$1,000.00		\$381.00	\$381.00
118-SCE	85	SY	Erosion and Sediment Control - Stabilized Construction Entrance		\$4.75	\$403.75		\$45.00	\$3,825.00		\$13.00	\$1,105.00		\$12.00	\$1,020.00		\$35.00	\$2,975.00		\$60.00	\$5,100.00		\$25.53	\$2,170.05
118-SF	580	LF	Erosion and Sediment Control - Silt Fence - Temporary		\$0.85	\$493.00		\$5.00	\$2,900.00		\$14.00	\$8,120.00		\$15.00	\$8,700.00		\$5.00	\$2,900.00		\$15.00	\$8,700.00		\$2.76	\$1,600.80
118-SWM	860	SY	Erosion and Sediment Control - Straw/Wood Fiber Mulch - Temporary		\$2.00	\$1,720.00		\$3.60	\$3,096.00		\$2.00	\$1,720.00		\$1.44	\$1,238.40		\$3.00	\$2,580.00	b	\$2.50	\$2,150.00		\$1.80	\$1,548.00
170-3/8"	6	CY	Blue Stone - 3/8"		\$440.00	\$2,640.00		\$100.00	\$600.00		\$400.00	\$2,400.00		\$100.00	\$600.00		\$68.00	\$408.00		\$250.00	\$1,500.00		\$105.00	\$630.00
170-3/4"	83	CY	Blue Stone - 3/4"		\$175.00	\$14,525.00		\$60.00	\$4,980.00		\$140.00	\$11,620.00		\$40.00	\$3,320.00		\$78.00	\$6,474.00		\$100.00	\$8,300.00		\$102.40	\$8,499.20
200	1	LS	Irrigation System		\$6,500.00	\$6,500.00		\$2,500.00	\$2,500.00		\$4,200.00	\$4,200.00		\$6,300.00	\$6,300.00		\$14,200.00	\$14,200.00		\$5,500.00	\$5,500.00		\$7,000.00	\$7,000.00
304.15	77	CY	RCA Sub Base Course		\$40.00	\$3,080.00		\$50.00	\$3,850.00		\$26.00	\$2,002.00		\$30.00	\$2,310.00		\$40.00	\$3,080.00	c	\$57.50	\$4,427.50		\$85.00	\$6,545.00
403.118902 NYSDOT	13	Ton	Hot Mix Asphalt Type 1 Base Course		\$284.00	\$3,692.00		\$175.00	\$2,275.00		\$290.00	\$3,770.00		\$650.00	\$8,450.00		\$200.00	\$2,600.00		\$325.00	\$4,225.00		\$519.00	\$6,747.00
403.138902 NYSDOT	7	Ton	Hot Mix Asphalt Type 3 Binder Course		\$284.00	\$1,988.00		\$175.00	\$1,225.00		\$290.00	\$2,030.00		\$850.00	\$5,950.00		\$200.00	\$1,400.00		\$305.00	\$2,135.00		\$519.00	\$3,633.00
403.178902 NYSDOT	6	Ton	Hot Mix Asphalt Type 6 Top Course		\$284.00	\$1,704.00		\$175.00	\$1,050.00		\$290.00	\$1,740.00		\$1,200.00	\$7,200.00		\$250.00	\$1,500.00		\$305.00	\$1,830.00		\$519.00	\$3,114.00
407.0101 NYSDOT	4	Gal	Tack Coat		\$50.00	\$200.00		\$100.00	\$400.00		\$40.00	\$160.00		\$1.00	\$4.00		\$30.00	\$120.00		\$200.00	\$800.00		\$25.00	\$100.00
490.1 NYSDOT	20	SY	Production Cold Milling of Bituminous Concrete		\$100.00	\$2,000.00		\$1.00	\$20.00		\$50.00	\$1,000.00		\$50.00	\$1,000.00		\$100.00	\$2,000.00		\$75.00	\$1,500.00		\$68.00	\$1,360.00
609.041051 NYSDOT	77	LF	Cast In Place Concrete Curb Type VF150		\$40.00	\$3,080.00		\$30.00	\$2,310.00	a	\$20.00	\$1,540.00		\$40.00	\$3,080.00		\$45.00	\$3,465.00		\$46.00	\$3,542.00		\$51.30	\$3,950.10
610.0203 NYSDOT	0.5	Ac	Establishing Turf		\$13,200.00	\$6,600.00		\$2,000.00	\$1,000.00		\$7,000.00	\$3,500.00		\$6,969.60	\$3,484.80		\$9,000.00	\$4,500.00		\$8,000.00	\$4,000.00		\$6,400.00	\$3,200.00
613.02 NYSDOT	190	CY	Placing Topsoil - Type A		\$28.00	\$5,320.00		\$45.00	\$8,550.00		\$40.00	\$7,600.00		\$30.00	\$5,700.00		\$35.00	\$6,650.00		\$60.00	\$11,400.00		\$41.28	\$7,843.20
625.05 NYSDOT	1	LS	Permanent Survey Marker		\$250.00	\$250.00		\$200.00	\$200.00		\$250.00	\$250.00		\$4,000.00	\$4,000.00		\$1,000.00	\$1,000.00		\$1,000.00	\$1,000.00		\$1,800.00	\$1,800.00
625.06 NYSDOT	1	LS	Permanent Right of Way Marker		\$250.00	\$250.00		\$200.00	\$200.00		\$250.00	\$250.00		\$4,000.00	\$4,000.00		\$1,000.00	\$1,000.00		\$1,000.00	\$1,000.00		\$1,800.00	\$1,800.00
<b>TOTAL</b>					\$3,000.00	\$3,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
						\$78,995.75			\$87,595.00			\$88,002.00			\$93,847.20			\$94,702.00			\$97,749.50			\$100,535.75

a Incorrectly used 160 LF as quantity instead of 77 LF  
b Incorrect extension - should have been 2150 but was shown as 2050  
c Shown as 5175, should have been 4427.50

10.16.12  
120796

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 796**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE ANNUAL HVAC SERVICE AND MAINTENANCE CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the ANNUAL HVAC SERVICE AND MAINTENANCE CONTRACT in the October 25, 2012 issue of the News Review newspaper; and

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

**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  
NOTICE TO BIDDERS

Sealed proposals for the ANNUAL HVAC SERVICE AND MAINTENANCE CONTRACT will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on November 1, 2012 and will be publicly opened and read aloud at 11:00 am on November 2, 2012 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about October 26, 2012 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

A \$50.00 \*refundable fee (\*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "ANNUAL HVAC SERVICE AND MAINTENANCE CONTRACT".

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

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901

Dated: October 16, 2012

10.16.12  
120797

WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 797

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE ANNUAL SECURITY MONITORING AND MAINTENANCE CONTRACT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the ANNUAL SECURITY MONITORING AND MAINTENANCE CONTRACT in the October 25, 2012 issue of the News Review newspaper; and

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

**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 WITHDRAWN

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the ANNUAL SECURITY MONITORING AND MAINTENANCE CONTRACT will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on November 1, 2012 and will be publicly opened and read aloud at 11:10 am on November 2, 2012 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about October 26, 2012 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

A \$50.00 \*refundable fee (\*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "ANNUAL SECURITY MONITORING AND MAINTENANCE CONTRACT".

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

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901

Dated: October 16, 2012

10.16.12  
120798

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 798**

**AWARDS BID ON A NEW TRAFFIC PAINT STRIPING MACHINE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to advertise for sealed bids on an EZ-Liner Traffic Paint Striping Machine or Equal for the use of the Riverhead Highway Department, and

**WHEREAS**, all bids were received and read aloud on the 14<sup>th</sup> of September at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

**WHEREAS**, two bids were received,

**NOW THEREFORE BE IT RESOLVED**, that the bid for New Traffic Paint Striping Machine be and is hereby awarded to Walsh & Hughes Inc, d/b/a Velvetop Products, 1455 New York Avenue, Huntington Station, NY 11746, in the amount of \$29,295.00,

**THEREFORE, BE IT FURTHER RESOLVED** that the Town Clerk shall provide a copy of this resolution to Walsh & Hughes Inc. and the Highway Department, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120799

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 799**

**DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION: TOWN OF RIVERHEAD SEWER DISTRICT TREATMENT PLANT TMDL UPGRADE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead is obligated by the Environmental Facilities Corporation (EFC) to conduct a specifically tailored and coordinated State Environmental Quality Review (SEQR) for the purpose of State Environmental Review Process (SERP) for a low interest long term loan dedicated toward a \$17.9 million upgrade of the Riverhead Advanced Wastewater Treatment Facility (RAWTF), and

**WHEREAS**, the Riverhead Planning Department prepared a Full Environmental Assessment Form (Part I) and addendum and initiated coordinated SEQR review of the Unlisted action with involved and interested agencies as directed by EFC to solicit their jurisdiction, comments and interest in functioning as the lead agency in the review; with no interest in the latter being expressed or substantive comment received, and

**WHEREAS**, the Town is required to demonstrate compliance with the EFC directed environmental review including a resolution classifying the upgrade action and declaring its insignificant impact and the preparation of a notice of negative declaration of significance with proof of its publication in the Environmental Notice Bulletin (ENB) notwithstanding that the Town did classify and so determine under a bond resolution (Town Board Resolution #284) adopted March 31<sup>st</sup> 2009, and

**WHEREAS**, the Planning Department has prepared a Part II and Part III analysis based on the EAF and other supporting documentation and has created a SEQR report outlining the action's impact on the natural and social environment with a finding of no significant environmental impact and a recommendation that a negative declaration of significance be rendered, now

**THEREFORE BE IT RESOLVED**, that the Riverhead Town Board declares itself to be the lead agency in the SEQR (SERP) review of the RAWTF TMDL upgrade, which it classifies as an Unlisted action, and

**BE IT FURTHER RESOLVED**, that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared, and

**BE IT FURTHER RESOLVED**, that the Planning Department be directed to publish an appropriate notice of significance in the Environmental Notice Bulletin, and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department, the Riverhead Sewer District and the EFC, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120800

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 800**

**GRANTS SPECIAL USE PERMIT PETITION OF  
OTTOMAN ENTERPRISES, INC.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Ottoman Enterprises, Inc. pursuant to Article XXVIA and Section 108-51A of the Riverhead Town Code to allow for the reconstruction and expansion of a non-conforming gasoline service station and convenience store on property located at Route 25, Riverhead, New York; such property more particularly described as SCTM 0600-124-3-21.1; and

**WHEREAS**, by resolution dated June 6, 2007, the Riverhead Town Board declared themselves to be the lead agency and determined the action to be Type II pursuant to 6NYCRR Part 617; and

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

**WHEREAS**, by determination dated April 26, 2012 (Appeal No. 12-09), the Zoning Board of Appeals granted relief from the strict application of the zoning dimensions of the Industrial C Zoning Use District; and

**WHEREAS**, by Town Board Resolution No. 659 on July 3, 2007, granted the Special Use Permit of Ottoman Enterprises, Inc. to allow re-construction and expansion of a non-conforming gasoline service station to commence within three (3) years tolled from the date of resolution which has since expired; and

**WHEREAS**, Ottoman Enterprises, Inc. has resubmitted an identical special use permit petition to the Riverhead Town Clerk; and

**WHEREAS**, a public hearing was held upon the petition on September 5, 2012; and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record create to date, the report of the Planning Department, the opinion of the Town Attorney, the commentary heard at the

relevant public hearing, as well as all other relevant planning, zoning and environmental information; now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the Special Use Petition of Ottoman Enterprises, Inc., the Riverhead Town Board hereby makes the following findings:

- (i) that the site is particularly suitable for the location of such use in the community;
- (ii) that the lot area is sufficient, appropriate and adequate for the reasonably anticipated operation of the proposed use;
- (iii) that access facilities are adequate for the estimated motor vehicle traffic from public streets;
- (iv) that adequate off-street parking facilities are provided;
- (v) that adequate provisions will be made for the collection and disposal of storm water runoff and sanitary waste;
- (vi) that the intensity of the proposed use is justified in the light of similar uses within the zoning district;

**BE IT FURTHER RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the Special Use Permit of Ottoman Enterprises, Inc. to allow reconstruction and expansion of a non-conforming gasoline service station on real property located at Route 25, Riverhead, New York; such property more particularly described as Suffolk County Tax Parcel Number 0600-119-1-28.7; and

**BE IT FURTHER RESOLVED**, that the subject special use permit shall commence within three (3) years tolled from the date of this resolution; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Keith Brown, Attorney at Law, as agent, the Planning Department, and the Office of 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

10.16.12  
120801

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 801**

**AUTHORIZES THE RETENTION OF GRANT THORNTON LLP AS AN ACCOUNTING EXPERT IN THE MATTER FIELD DAY, ET AL. V. THE TOWN OF RIVERHEAD, ET AL. AND AUTHORIZES SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI TO EXECUTE A RETAINER AGREEMENT REGARDING SAME**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead has been named a defendant in an action commenced by FIELD DAY; and

**WHEREAS**, the Town Board, on advice of special counsel, has determined that it would be appropriate to engage the services of an accounting expert in this matter,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby retains Grant Thornton LLP to act as its accounting expert in connection with the above mentioned litigation; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to execute the retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; and Grant Thornton LLP, attention: Greg Westfall, 666 Third Avenue, 13<sup>th</sup> Floor, New York, NY 10017, 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

10.16.12  
120802

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 802**

**APPOINTS A RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective October 16th, 2012, this Town Board hereby appoints Sarah Freeborn to the position of Call-In Recreation Aide I, to be paid the rate of \$7.50 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120803

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 803**

**APPOINTS A RECREATION AIDE II TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective October 16th, 2012, this Town Board hereby appoints Jason Sendlewski to the position of Call-In Recreation Aide II, to be paid the rate of \$10.00 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120804

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 804**

**APPOINTS AN ASST. RECREATION LEADER TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective October 16th, 2012, this Town Board hereby appoints Jessica Rachubka to the position of Call-In Asst. Recreation Leader, to be paid the rate of \$10.75 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120805

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 805**

**APPOINTS A RECREATION AIDE II TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective October 16th, 2012, this Town Board hereby appoints Stephanie Heins to the position of Call-In Recreation Aide II, to be paid the rate of \$10.00 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120806

WITHDRAWN

**TOWN OF RIVERHEAD**

**Resolution # 806**

**APPOINTS A RECREATION LEADER I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective October 16th, 2012, this Town Board hereby appoints Jessica Rachubka to the position of Call-In Recreation Leader I, to be paid the rate of \$11.55 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared **WITHDRAWN**

10.16.12  
120807

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 807**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-3. Stop and yield intersections; railroad crossings; parking fields.)**

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 a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 2<sup>nd</sup> day of October, 2012 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

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 adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on October 16, 2012.

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

Chapter 101  
**VEHICLES AND TRAFFIC**  
**ARTICLE III**  
**Traffic Regulations**

**§ 101-3. Stop and yield intersections; railroad crossings; parking fields.**

- A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

<b>Intersection</b>	<b>Stop Sign On</b>	<b>Entrance From</b>
<u>Hinda Boulevard</u>	<u>Industrial Boulevard</u>	<u>East and West</u>

- Underline represents addition(s)

Dated: Riverhead, New York  
October 16, 2012

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

**DIANE M. WILHELM**, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 808**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR GASB 45  
ACTUARIAL SERVICES FOR TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government, and

**WHEREAS**, the Town's annual audit is required to include information commonly known and referred to as GASB 45 (determination for the OPEB cost that needs to be recognized over the employee's years of service and to provide relevant information about the actuarial accrued liabilities for these benefits) which includes, but is not limited to, calculation of the actuarial accrued liability of its OPEB's; the actuarial value of plan assets, if any, and actuarial present value of total projected benefits; unfunded actuarial accrued liability, normal cost; net OPEB obligation and the annual required contribution as defined by GASB Statement 45; provide the Town with the required note disclosures and schedules to be included in the Town's audited financial statements as required under GASB 45; and meeting with the Town's external auditors for questions and discussion; and

**WHEREAS**, the Town Board seeks proposals from qualified certified public accountants or accounting firms with the requisite experience (size, scope and experience with compliance with GASB 45 reporting and actuarial services for the years ending 2012 through 2014; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor, and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override; assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the certified public accountant or accounting firm that serves the best interests of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all Accounting and/or Audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for GASB 45 Actuarial Services for Town of Riverhead and make formal recommendation to the Town Board; and be it further

**RESOLVED**, 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, and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR GASB 45 ACTUARIAL SERVICES FOR TOWN OF RIVERHEAD

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for GASB 45 Actuarial Services for reporting and actuarial services required for the Towns Annual Audits for years ending 2012, 2013, and 2014 and requests that all interested certified public accountants or accounting firms submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before November 9, 2012 at 12:10 noon. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with GASB 45 reporting and actuarial services and all individuals and/or firms must be located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **GASB 45 Actuarial Services for Town of Riverhead for 2012-2014** Bids must be received by the Office of the Town Clerk by no later than November 9, 2012 at 12:10 noon.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

10.16.12  
120809

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 809**

**AUTHORIZATION FOR ALLOCATION OF HIGHWAY FUND BALANCE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, pursuant to New York Highway Law §271, the Town of Riverhead Highway District may levy and collect an amount not to exceed \$200,000.00 per year for the purchase of highway equipment described as stone crushers, power rollers, trucks, ... road machines for grading and scraping, equipment, tools and other implements; and

**WHEREAS**, at the request of the Highway Superintendent, the Financial Administrator determined the debt service for purchase of equipment related to Highway Law §271; and

**WHEREAS**, the Financial Administrator determined that the Highway District has \$213,601 of Debt Service for previous purchase of equipment; and

**WHEREAS**, there exists a surplus in Highway fund balance such that said monies may be transferred and used to pay debt service related to highway machinery and equipment.

**NOW THEREFOR BE IT RESOLVED**, that the Town Board approves the transfer of \$213,601.00 from Highway fund balance to cover Highway Equipment Debt Service; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120810

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 810**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD COMMUNITY PRESERVATION FUND**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government; and

**WHEREAS**, according to New York Town Law §64-e, the Town of Riverhead is required to conduct an annual independent audit of the Community Preservation Fund; and

**WHEREAS**, the audit shall be performed by a certified public accountant other than the one that performs the general audit of the Town's finances, and such audit shall be an examination of the fund to determine whether the fund has been administered consistent with the provisions of Town Law §64-e and all other applicable provisions of state law, and

**WHEREAS**, the Town Board seeks proposals from qualified and certified public accountants with the requisite experience (size, scope and experience with compliance with reporting/auditing services mandated under the NY Town Law §64-e) to audit the Town's Community Preservation Fund for the years 2012 through 2014; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override; assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the certified public accountant or public accountant firm that serves the best interests of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all certified public accountants or accounting and/or audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Audit Services for Town of Riverhead Community Preservation Fund and make formal recommendation to the Town Board; and be it further

**RESOLVED**, 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; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD  
COMMUNITY PRESERVATION FUND**

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services mandated under the New York Town Law §64-e and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before November 9, 2012 at 12:00 noon. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for the Community Preservation Fund and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Audit Services for Town of Riverhead Community Preservation Fund for 2012-2014** Bids must be received by the Office of the Town Clerk by no later than November 9, 2012 at 12:00 noon.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

10.16.12  
120811

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 811**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD JUSTICE COURT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government, and

**WHEREAS**, Uniform Justice Court Act § 2019-a requires that towns annually provide their court records and dockets to be examined and audited to improve accountability and controls over Justice Court finances and records; and

**WHEREAS**, the Town Board seeks proposals from qualified firms with the requisite experience (size, scope and experience with compliance with reporting/auditing services mandated under the Uniform Justice Court Act § 2019-a) to audit the Town's Justice Court records for the years 2012 through 2014; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor, and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override; assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the firm that serves the best interests of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all Accounting and/or Audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Audit Services for Town of Riverhead Justice Court and make formal recommendation to the Town Board; and be it further

**RESOLVED**, 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; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD JUSTICE COURT

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services mandated under the Uniform Justice Court Act § 2019-a and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before November 9, 2012 at 12:05 pm. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for Justice Court and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Audit Services for Town of Riverhead Justice Court for 2012-2014** Bids must be received by the Office of the Town Clerk by no later than November 9, 2012 at 12:05 pm.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

10.16.12  
120812

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 812**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR ANNUAL  
AUDIT SERVICES FOR TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government; and

**WHEREAS**, the Town of Riverhead is looking for proposals for auditing services for 2012 through 2014; said audit services shall include basic financial statements, single audit, and New York State transportation audit for the Town of Riverhead; and

**WHEREAS**, the audit and all financial statements shall be in accordance with auditing standards generally accepted in the United States of America and all standards applicable to financial audits contained in Government Auditing Standards set forth and issued by the Comptroller General of the United States; and

**WHEREAS**, the prior audits for the Town of Riverhead may be reviewed and/or obtained from the following web link: <http://www.townofriverheadny.gov>; and

**WHEREAS**, a qualified firm must have experience auditing a government of similar size and fund structure, including single audit experience and each annual audit must be completed no later than 9 months after year end; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters (including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor, and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override) assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the firm that serves the best interests of the Town; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all Accounting and/or Audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Annual Audit Services for Town of Riverhead and make formal recommendation to the Town Board; and be it further

**RESOLVED**, 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; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR ANNUAL AUDIT SERVICES FOR TOWN OF RIVERHEAD

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before November 9, 2012 at 12:15 noon. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for the Town of Riverhead and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Annual Audit Services for Town of Riverhead for 2012-2014**. Bids must be received by the Office of the Town Clerk by no later than November 9, 2012 at 12:15 noon.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

10.16.12  
120813

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 813**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR COLLECTION AND RECYCLING OF ELECTRONIC WASTE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, The Town of Riverhead seeks to expand its efforts to recover and reuse recyclable materials to protect and enhance the Town’s physical environment and promote the health and safety of persons and property within the Town. This Request for Proposal seeks to address the growing nationwide problem of e-waste, such as computers, cell phones, pagers and VCRs which not only have a low level of biodegradability, but contain materials such as lead, mercury and cadmium that are highly toxic when released into the environment, and implement a program to ensure that these items will not wind up in a landfill or incinerator.

**WHEREAS**, The Town of Riverhead seeks authorization to publish and post a notice to bidders for proposals for Collection and Recycling of Electronic Waste generated by residents, businesses and institutions within the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Collection and Recycling of Electronic Waste; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

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

**THE VOTE**

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

**TAKE NOTICE**, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **November 21, 2012 at 11:00 o'clock am**, prevailing time, for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **COLLECTION AND RECYCLING OF ELECTRONIC WASTE**.

Specifications and guidelines for submission of proposals are available on the Town website at [www.riverheadli.com](http://www.riverheadli.com), click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **October 25, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked "**COLLECTION AND RECYCLING OF ELECTRONIC WASTE**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on November 21, 2012**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

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

**Town of Riverhead**  
**Suffolk County, New York**

**TOWN OF RIVERHEAD**



**Request for Proposals**  
**For**  
**Collection and Recycling of Electronic Waste**

Sealed Proposals Must be Received  
In the Office of the Town Clerk  
200 Howell Avenue  
Riverhead, New York 11901  
On or Before 11:00 A.M. on November 21, 2012

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## I. NOTICE TO BIDDERS

**TAKE NOTICE**, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **November 21, 2012 at 11 o'clock am**, prevailing time, for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **COLLECTION AND RECYCLING OF ELECTRONIC WASTE**.

Specifications and guidelines for submission of proposals are available on the Town website at [www.riverheadli.com](http://www.riverheadli.com), click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **October 25, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked "**COLLECTION AND RECYCLING OF ELECTRONIC WASTE**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on November 21, 2012**.

This RFP is not an offer or a binding commitment to Lease/Contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

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

## II. INSTRUCTIONS TO BIDDERS

### 1. Receipt of Proposals

The Town of Riverhead (Town) is a municipality located in Suffolk County with approximately 35,000 residents. The Town seeks proposals from qualified CONTRACTORS for services to collect and recycle electronic waste generated by residents, businesses and institutions within the Town of Riverhead. Proposals must be submitted per the instructions in the Notice to Bidders.

### Preparation, and Presentation of Proposal

**Bids must be contained in a sealed envelope marked “COLLECTION AND RECYCLING OF ELECTRONIC WASTE”.**

**Bidders must provide ALL INFORMATION. INCOMPLETE SUBMISSIONS MAY BE REJECTED!!**

- If a question is not applicable, indicate by writing “N/A” in answer space.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

### 2. Method of Award

All proposals will be compared based on the totality of the bidder’s presentation regarding the Telecommunications Project (the “Project”). The Town reserves the right to award the Contract to the bidder who, in the Town’s sole determination, offers a proposal that outlines the most efficient and effective plan for construction, installation, operation and management of the Project in the best interests of the Town.

### **3. Insurance Required By The Town of Riverhead**

- 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](http://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](http://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. The Town will be named as an additional insured on the Liability policy.

This Lease/Contract will not be signed by the Town's Supervisor until all required insurances are received.

### **4. Town's Reservation of Rights**

The Town reserves all rights with respect to this RFP, including but not limited to the following:

This RFP is not an offer or a binding commitment to Contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the construction management services specified herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by resolution and letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the

successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance. Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

### III. SPECIFICATIONS

#### 1. Summary

The Town of Riverhead seeks to expand its efforts to recover and reuse recyclable materials to protect and enhance the Town's physical environment and promote the health and safety of persons and property within the Town. This Request for Proposals seeks to address the growing nationwide problem of e-waste, such as computers, cell phones, pagers and VCRs which not only have a low level of biodegradability, but contain materials such as lead, mercury and cadmium that are highly toxic when released into the environment, and implement a program to ensure that these items will not wind up in a landfill or incinerator.

The Town of Riverhead seeks proposals from qualified CONTRACTORS for services to collect and recycle electronic waste generated by residents, businesses and institutions within the Town of Riverhead. A "qualified CONTRACTOR" must possess any and all required license/permit/certification/registration to: collect, transport, store, separate and recycle e-waste within State of New York, County of Suffolk, Town of Riverhead; qualify as a electronic waste collection site or electronic waste recycling facility pursuant to ECL Article 27 Title 26 or hold valid contract with an electronic waste collection site or electronic waste recycling facility which meets all state, county and town requirements related to collection and recycling of e-waste.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP. All responses received in response to this RFP will be evaluated on the criteria described herein.

**PLEASE NOTE:** All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-208-4034 and **must be received by no later than 4:30 pm: , 2012.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

#### 2. General Conditions

- A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected

- Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project.
- C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.
- D. Offerors may submit alternate proposals, including technologies related to AVL/Fleet Management not identified in the specifications below. Alternate proposals shall be clearly marked as such and any cost savings to the Town.
- E. The Town of Riverhead prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- F. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.
- G. The Town reserves the right to:
- Request clarification of any submitted information;
  - Not enter into any agreement;
  - Not to select any Offerors;
  - Amend or cancel this process at any time;

- Interview Offerors prior to award and request additional information during the interview;
  - Negotiate a multi-year contract or a contract with an option to extend the duration;
  - Award more than one contract if it is in the best interest of the Town; and/or
  - Issue similar RFPs in the future.
  - Issue similar RFPs in the future.
- H. Qualified Offerors must be prepared to enter into a contract with the Town. The Contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract
- I. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in "3" Subsection "O" below: Workers' compensation, Disability, Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, 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.
- J. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

**DEFINITIONS:**

Whenever in the Request for Proposals the following terms are used, the intent and meaning shall be interpreted as follows:

**CONTRACT:** The written agreement covering the performance of the service and the furnishing of labor, materials, supervision and equipment in the performance of the service. The Contract shall include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

**CONTRACTOR:** Business entity, organization or individual(s) that have entered into a Contract agreement with the Town of Riverhead.

**DEPARTMENT:** The Sanitation Department for the Town of Riverhead.

**E-WASTE:** Electronics and computer equipment that may or may not be in usable condition and is no longer wanted by its owner, including but not limited to, computers & computer monitors, small scale servers, cathode ray tubes, hard drives, laptops, electronic or video game consoles, digital cameras, electronic keyboards, portable digital music players, telephones, cell phones, televisions & cable/satellite receivers, digital video recorders, digital converter boxes, stereos, speakers & radio equipment, electronic mice or similar pointing devices, VCR's & DVD's, microwave ovens, computer peripherals & small electronic equipment (including any cable, cord, or wiring permanently affixed to or incorporated into the computer peripheral or small electronic equipment.), and copiers, fax machines, printers and scanners (only those intended for use with a computer and weighing less than 100 lbs.).

**TOWN:** The Town of Riverhead

## **1.0 INTRODUCTION**

The TOWN is seeking a qualified CONTRACTOR to assist in the collection and recycling of E-WASTE from TOWN residents, small businesses and organizations. The selected CONTRACTOR shall provide the services as in Section 1.2 labeled "Tasks" and Section 2.0 labeled "Scope of Work" of this Request for Proposals:

### **1.1 Goals**

The goals of E-WASTE collection and recycling for the TOWN is to: provide the means for collecting E-WASTE from TOWN residents, small businesses and organizations and to recycle E-WASTE in a safe and environmentally responsible way.

### **1.2 Tasks**

The TOWN envisions five distinct tasks for the collection and recycling of E-WASTE:

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

Task B: CONTRACTOR to provide collection at all Town designated Electronic Waste Collection Sites. The Town seeks to designate three locations in the Town of Riverhead: Town Yard Waste Facility located on Youngs Avenue, Riverhead, NY; Highway Yard located on Osborne Avenue, Riverhead, NY and Senior Center located on Shade Tree Lane, Aquebogue, NY. Note, the Town reserves the right to change location designated above as and for Town E-waste Collection Site or, in the alternative, require CONTRACTOR to provide containers and equipment at various locations selected by the Sanitation Department approximately 6 times a year (see below).

Task C: The Town's Sanitation Department may request additional services for

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

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

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

This RFP is structured according to the above-mentioned tasks. CONTRACTORS must respond to all of the tasks; however, CONTRACTORS are encouraged to propose their own innovative approach, advising the TOWN of additional activities and/or deliverables, i.e. education/information to consumers of electronics for recycling opportunities and benefits of recycling; creation of job opportunities, and create synergy between the TOWN programs and ensure meaningful, comprehensive programs that can be implemented and successful.

## **2.0 SCOPE OF WORK**

All work conducted for the collection and recycling of E-WASTE shall be submitted to and approved by the Sanitation Superintendent. Tasks will include, but are not limited to, the following: CONTRACTOR to provide a secure container(s) that are constructed and maintained to minimize breakage of electronic waste and to prevent release of hazardous materials to the environment at all Town designated Electronic Waste Collection Sites; CONTRACTOR to provide collection at all Town designated Electronic Waste Collection Sites; CONTRACTOR may recommend a schedule for the collection of e-waste, however, the Town shall require a minimum of bi-monthly collection of e-waste at each of the Town designated Electronic Waste Collection Sites. In addition to the above, the Town's Sanitation Superintendent may require additional collection dates consistent with Town's S.T.O.P. program. CONTRACTOR shall meet and adhere to all requirements of NY Environmental Conservation Law, Article 27, Title 26 and all such other requirements under federal, state, or local law, and remain in conformance with said rules and regulations throughout the term of this contract. CONTRACTOR shall accept all of the e-waste listed above. CONTRACTOR shall have the ability to recycle large quantities of e-waste and other miscellaneous large electronic items. CONTRACTOR shall recycle and/or disposal of E-WASTE in a safe and environmentally responsible manner; document recycled commodity amounts and certification of destinations thereof; provide monthly tracking report of all E-WASTE collected and reconciliation of reimbursements to the TOWN; and annual report to Town

of Riverhead and NYS DEC on or before the 15<sup>th</sup> day of March pursuant to requirements of the Article 27 of the NYS Environmental Conservation Law.

### **3.0 EXPERIENCE**

The Town expects the CONTRACTOR to have experience and be qualified to: haul; transport; collect; store (Electronic Waste Collection Site licensed by NYSDEC); sort; recycle; and, dispose of e-waste. In addition, CONTRACTOR shall be licensed to operate as an approved E-WASTE recycler (see Qualified CONTRACTOR). In the event the CONTRACTOR is not authorized/licensed/permitted as may be required by NYSDEC to provide all of the services set forth above, CONTRACTOR may be deemed eligible or qualified provided CONTRACTOR provides proof of a contract with a firm or company authorized/licensed/permitted by the NYSDEC to undertake that portion of the services the CONTRACTOR is not otherwise qualified.

### **3.0 REFERENCES**

References shall be provided for all relevant contracts for the past three (3) years. The TOWN reserves the right to check the references provided. References shall include the following:

- Name of the project;
- Dates of the engagement;
- A brief description of the nature of the engagement and the specific role of the CONTRACTOR;
- A brief description of the results achieved;
- Client and reference contact information (names of contact persons and current phone numbers) are required.

### **4.0 STATEMENT OF OMISSIONS OR DEVIATIONS FROM THE RFP**

For each task proposed, a full description should be provided of any omissions or deviations from the requirements set forth for that task in the RFP and the reasons why said omissions or deviations are in the best interest of the TOWN. If there are no omissions or deviations from the RFP for any respective task, PROPOSERS shall state the following for each task: "For task (task number/letter), the proposal contains no omissions or deviations from the RFP." Additionally, the PROPOSER is not required to do so, but may choose to list and explain any additional tasks, which are proposed or recommended along with the associated budget, deliverables, and timetable to be undertaken, but which are not specified in the Scope of Work. Any additional tasks should be clearly delineated and cost estimates presented separately so that the TOWN may consider the value added and distinguish such tasks from the required tasks of the RFP.

## **5.0 PROGRAM COST & PAYMENT SCHEDULE**

The following elements must be present in the Cost and Payment Schedule for a PROPOSAL to be responsive:

The PROPOSAL should contain all of the following information relative to performing the work for the tasks as described in the “Description of Work” section of the PROPOSER’s response. Note, to the extent there is a charge for containers, collection and/or recycling and/or disposal of E-WASTE, the CONTRACTOR must identify same **and** CONTRACTOR shall provide the Town with the reimbursement rate from recycling of the e-waste. Note, the TOWN will not be responsible for expenses incurred in preparing and submitting the RFP PROPOSAL or the sealed cost bid.

## **6.0 AUTHORIZATION LETTER**

A letter of no more than one page containing the PROPOSER’s name and address, the name and telephone number of the person(s) authorized to represent the firm, empowered to submit the bid and authorized to sign a contract with the TOWN. That person must also sign the letter. The letter shall contain a statement that the cost or reimbursement to Town for the PROPOSAL will remain in effect for at least 180 days after the date the PROPOSALS are due.

## **8.0 INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

## **9.0 LICENSES AND PERMITS**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York and shall transport and deposit the e-waste to a NYSDEC approved site. In the event the NYSDEC issues a violation for the CONTRACTOR’S e-waste site or terminates permit or license for site, the Town reserves the right to terminate the contract effective immediately.

## 10.0 INSURANCE REQUIREMENTS

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Town (See "Instructions to Bidders" section "4" above).

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to the Town of Riverhead.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Office of the Town Attorney. "Accord" or other blank certificates may not be acceptable. The Town may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Town. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraphs to follow, shall be provided to insure this agreement.

The interest of the Town of Riverhead, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Worker's Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Town with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Contract as follows:

Automobile Liability: (If any vehicles are used by the Contractor in the performance of this Contract)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

General Liability:

Form: Commercial General Liability (1986 ISO occurrence form or equivalent), including separate limits for Personal Injury, Products/Completed Operations.\* Coverage to include Contractual Liability, general aggregate shall apply separately at each location and at each project.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

\* Products & Completed Operations to be maintained for a period of 2 years after the completion of the project.

Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the Contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

Fire Policy or Installation Coverage Floater:

The successful Bidder will also be required to furnish and maintain, at his expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of " Town of Riverhead " for its own account and as trustee for the (named) Contractor, as interest may appear, with a limit in the amount of the Contract with the deductible not to exceed ten thousand (\$10,000.00) dollars.

OR

Installation Coverage Floater in the amount of the Contract with a deductible not to exceed ten thousand (\$10,000.00) dollars. Town of Riverhead to be a named insured; Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this Contract is completed. At that time, and when final payment is made, it will be returned to the Contractor.

The Town will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Contract. Subcontractors shall adhere to the above.

The Town is not responsible for any loss or damage whatsoever to the property of Contractor(s) or Subcontractor(s).

All certificates of insurance shall contain the following provisions:

- Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- Location of work described shall be inclusive of the location of the work provided under this project.
- The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Town of Riverhead shall be the sole judge in determining the acceptability of insurance requirements.

### **11.0 NOTICE**

Any notice to the Town of Riverhead required under the contract except as to insurance shall be sent to:

**Sanitation Department**  
**Attention: Sanitation Superintendent**  
**200 Howell Avenue**  
**Riverhead, NY 11901**

### **12.0 SUBMISSION OF THE PROPOSAL**

The vendor shall supply six (6) bound copies of the proposal and (1) USB type flash drive with all documents in pdf format located on the drive.

### **13.0. BID AWARD**

The Town of Riverhead will be ranking PROPOSALS based upon their “total value” to the TOWN. At a minimum, each PROPOSAL will be reviewed and ranked based upon past performance, technical proposal, innovative community outreach or benefit (job creation) e-waste management, and PROPOSAL cost/reimbursement. The TOWN reserves the right to exercise its best judgment in the evaluation of all PROPOSALS. All respondents will be advised of the final determination of the TOWN in writing. The TOWN will not be responsible for any difficulties or costs associated with the preparation or delivery of PROPOSALS, whether accepted or rejected by the TOWN. The TOWN reserves the right to accept or reject any or all PROPOSALS and to further negotiate with any qualified PROPOSER. The TOWN may enter into an agreement on the basis of the PROPOSAL at any time within 180 days after the date the PROPOSALS are due. If no CONTRACT is awarded within 180 days after the date the PROPOSALS are due, any PROPOSER may withdraw its PROPOSAL. No PROPOSAL submitted may be withdrawn prior to such time without the written consent

of the TOWN. The TOWN reserves the right to withdraw this RFP or not award a contract at any time. All submitted copies of proposals shall become the property of the TOWN.

#### **14.0 GENERAL INFORMATION**

Upon award and execution by the TOWN, the TOWN and the PROPOSER shall enter into a CONTRACT under which the CONTRACTOR will provide the services specified in this RFP.

#### **15.0 INVOICING AND PAYMENT**

##### **15.1 Invoicing**

The selected CONTRACTOR shall be responsible for submitting vouchers and invoices to the TOWN, which clearly and accurately describe the services provided and the costs, to the extent applicable thereof in compliance with TOWN documentation and format requirements. All invoices shall be presented in a format approved by the TOWN. The selected CONTRACTOR shall provide monthly reports of all E-WASTE collected and clearly and accurately document the recycled commodity amounts with payment to the TOWN for reimbursement for recycling commodity.

##### **15.2 Payment**

If applicable, the TOWN will pay CONTRACTOR for submitted invoices only after verification for said invoices. The TOWN will make a good faith effort to insure payment to the selected CONTRACTOR within 60 calendar days from receipt of each submitted invoice. The CONTRACTOR shall make quarterly payments to the TOWN for reimbursement for recycling commodity based upon percentage of tonnage collected and recycled.

##### **15.3 Costs Incurred Prior to Full Execution of the CONTRACT**

The TOWN shall not be liable for any cost incurred by the PROPOSER for this program prior to full execution of the CONTRACT and the stipulated start date of the work.

#### **16.0 CONTRACT TERM**

Upon completion of the evaluation of the proposals received in response to this solicitation, the TOWN shall execute CONTRACT(S) with one or more CONTRACTOR(S). The term of the CONTRACT shall be for two years commencing on the executed and stipulated start date.

#### **17.0 PROPOSAL PREPARATION COST**

The TOWN shall accept no responsibility for the cost of preparing or shipping submitted proposals.

## **18.0 PUBLIC RECORD**

All PROPOSALS submitted in response to the RFP shall become a matter of public record at the time of an award of bid or after expiration of 180 days from date proposals are due, whichever is sooner.

## **19.0 KEY PERSONNEL**

Both the TOWN and each CONTRACTOR shall designate Key Personnel as described below and shall notify one another of these designations. All notices regarding changes in key personnel shall be made in writing and may be given by personal delivery or by mail to the designated contact person designated by the TOWN and each CONTRACTOR. All notices sent by mail should be registered or certified and sent to the designated contact person for each party.

### **19.1 CONTRACTOR'S Key Personnel**

CONTRACTOR shall designate, as part of its submittal, the Project Manager and the Project Administrator to be assigned to the TOWN'S E-waste contract/program. CONTRACTOR shall identify its contact person for the purpose of this CONTRACT in their response to the RFP.

### **19.2 TOWN'S Key Personnel**

The TOWN shall designate the Sanitation Superintendent to represent the TOWN in all matters within the scope of this CONTRACT relating to the conduct and approval of the work to be performed.

### **19.3 Rights Reserved by the TOWN**

This RFP does not obligate the TOWN or any of its offices or departments to accept any proposal, negotiate with any CONTRACTOR, award a contract, or proceed with the development of any project proposed in response to this RFP. The TOWN reserves the right, at its discretion, to take whatever actions that are in the best interest of the TOWN.

The TOWN further reserves the right to:

- Revise this RFP prior to award of contract.
- Request additional information and /or clarification from the CONTRACTOR.
- Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
- Issue additional solicitations for proposals.
- Extend proposal submission deadlines.
- Review the merits of each submitted proposal.
- Short list any or all proposals and schedule presentations.

- Further negotiate with the PROPOSERS on any proposal item or for amendments or other modifications to their proposals to the extent deemed to be in the best interests of the TOWN.
- Evaluate proposals based upon criteria as deemed appropriate by the TOWN, even if such criteria are not mentioned in the RFP.
- Reject any or all proposals, or request clarification of submitted proposal.
- Select and enter into a CONTRACT with the CONTRACTOR who, in the TOWN's sole judgment, is/are the most responsive to the RFP and whose Proposal most likely meets the TOWN's goals, budgets and time lines.
- Award, at its discretion, multiple personal services CONTRACTS to more than one CONTRATOR to perform various aspects of the program.
- Enter into a CONTRACT different from those described in this RFP.

## **20.0 PUBLIC RELATIONS**

The Sanitation Department shall share oversight with the Office of the Supervisor of all public relation aspects of this CONTRACT. It will be the responsibility of the CONTRACTOR, as well as the Town staff, to coordinate with the Office of the Supervisor all public relation activities, which are defined as any activity or activities and/or communication or communications involving contact with the public. These activities may include coordinating with community groups; arranging community meetings; media outreach, including the preparation and placement of educational materials, directions for disposal of e-waste, and/or paid advertising; and preparing printed literature for public dissemination.

## **21.0 SIGNED STATEMENT**

Each PROPOSAL shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not collusive, nor made in the interest or in behalf of any person herein named; the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a bid, or any other person, firm or corporation to refrain from submitting a proposal; and the PROPOSER has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER.

## **22.0 CONFLICT OF INTEREST**

A conflict of interest situation may disqualify an organization. All organizations shall state the names of entities or persons associated with the PROPOSER who may have a conflict of interest or appearance of a conflict of interest with the TOWN. Details of the potential conflict of interest must also be included in the statement.

## **23.0 OTHER REQUIREMENTS**

Proposals should also include the following:

**23.1** Brief statement as to the firm's particular abilities and qualifications related to this project.

**23.2** Discuss the various local and state business permits your company is required to hold, as well as any certifications you have obtained. Confirm that your company possesses these required permits, or that your company has the ability to obtain such permits.

**23.3** Confirm that your company is certified to handle e-waste and that your current practices are in compliance with the NYS Department of Environmental Conservation and any such other state, county, local regulations applicable to E-Waste. Please provide ID and Permit #s in addition to your explanation.

**23.4** Explain any additional value-added services your company offers.

**23.5** Prior to contract, the winning firm will be required to provide a list of municipalities in New York State and other states for which the firm has provided similar services in the last three years.

**23.6** Prior to contract, the winning firm will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the Town. The Town's insurance requirements are set forth above.

**23.7** Information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to the provision of E-Waste recycling services provided by the firm or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.

## **24.0 Indemnification**

General Indemnification:

**24.1** By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

**TOWN OF RIVERHEAD  
PROPOSAL FOR COLLECTION AND RECYCLING OF ELECTRONIC WASTE**

The undersigned has read, understands, and affirms his compliance with the requirements contained in the Request for Proposals for E-Waste Recycling Services for Town of Riverhead. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

The proposal consists of this cover page and the following attachments:

Name and Address of Firm:

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Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

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Signature of Authorized Representative:

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5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please circle): No Yes

Offerer certifies that all information provided to the Town of Riverhead/Town of Riverhead Highway Department with respect to State Finance Law 129-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**AFFIRMATION OF UNDERSTANDING AND COMPLIANCE**

Name/Title of Procurement Contract Related to Offer: \_\_\_\_\_

\_\_\_\_\_ hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning Contacts during a Town Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date: \_\_\_\_\_ 20\_\_

Name of Officer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Signing the Affirmation

**Insurance Carrier or Agent's Acknowledgment**

RFP No. \_\_\_\_\_

**Project Description:** \_\_\_\_\_

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

**Insurance Agent:** \_\_\_\_\_  
NAME OF FIRM

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

*Email Address:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

*Phone No.:* \_\_\_\_\_

Please review the Town of Riverhead insurance requirements for this Contract, which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

- \_\_\_\_\_ Automobile Liability
- \_\_\_\_\_ General Liability
- \_\_\_\_\_ Workers' Compensation
- \_\_\_\_\_ Fire Policy or Installation Coverage Floater

We have reviewed the insurance requirements set forth in the above proposed contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insurer pays the appropriate premium.

**Dated:** \_\_\_\_\_

**Sign:** \_\_\_\_\_  
**Authorized Insurance Agent or Representative**

**Print Name:** \_\_\_\_\_

**BIDDER'S ACKNOWLEDGMENT**

*The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Contract, if awarded to the Bidder.*

**Sign:** \_\_\_\_\_

**Officer of Company**

**Print Name** \_\_\_\_\_

**(Failure To Have This Form Properly Filled Out and Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.)**



**Company information**

a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

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b. Identify the facility that CONTRACTOR shall transport all e-waste and related material to, together with NYSDEC permit/licensee # for the facility:

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c. Identify the principals who will be, or may be, involved in the pick up and removal of e-waste, their roles, and their experience.

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d. Identify the equipment available to perform the items identified in the scope of services and identify if the company and personnel have any necessary expertise/training and, to the extent required by law, permits and licenses to operate the equipment required to perform the pick up and removal (transport) services. Equipment (Identify each piece of equipment, NYS Vehicle Identification #, License Plate # and information regarding volume of vehicles (trucks) to remove and transport the e-waste.)

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e. References:

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

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

\*Contractor may attach additional sheets to describe services or provide the Town of Riverhead with information responsive to this Request for Proposal. (Please number, date and sign all pages.)

**V. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**

**GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VI. GENERAL MUNICIPAL LAW – SECTION 103-d**

**Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Affix corporate seal if contractor is a corporation.

## VII. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

### **Section A.**

1. Name of Offeror/Organization:

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2. Main Office

Address: \_\_\_\_\_

3. When Organized:

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4. If a Corporation, Indicate State Incorporated In:

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5. **NAME OF PARTNERS**

**HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

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If Bidder is a CORPORATION, complete the information below:

Name and Address of President:

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Name and Address of Vice President:

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Name and Address of Secretary:

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6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No \_\_\_\_\_

If yes, please provide:

Name:

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Address:

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**Section B.**

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

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Amount of Contract:

Date Completed:

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**Section C.**

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_

2. Have you ever defaulted on a contract? Yes/No \_\_\_\_ If yes, state where and why:

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3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No \_\_\_\_\_

If yes, state name of individual, other organization and reason:

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4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No \_\_\_\_\_ If yes, state name and reason:

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5. In what other lines of business are you financially interested?

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6. Who will personally supervise this contract?

Name and Phone Number

Title

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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references:

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9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

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11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

**Section D.**

(\*Delete phrases that are not applicable)

I, \_\_\_\_\_ the \*(applicant herein),  
 (an officer or agent of the corporate applicant) namely its \_\_\_\_\_, (list  
 corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

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

### IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

10.16.12  
120814

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 814**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

**TAKE NOTICE** that sealed bids for **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:05 a.m. on November 21, 2012.**

Bid packets, including Specifications, are available on the Town website at <http://townofriverheadny.gov>, click on bids, or at the Office of the Town Clerk at Town Hall and may be picked up between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, beginning **October 25, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL.** Bids must be received by the Office of the Town Clerk by no later than **11:05 am on November 21, 2012.**

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# **TOWN OF RIVERHEAD BID SPECIFICATION**

## **DISPOSAL OF TOWN GENERATED CONSTRUCTION AND DEMOLITION MATERIAL**

### **I. General Description of Project**

The Town of Riverhead (Town) generates construction and demolition material from renovations and modifications to Town buildings and other such similar materials collected as a result of and after storm events. It is the intent of this bid specification to describe the services required by the Town to process and dispose of the construction and demolition material to the CONTRACTOR/VENDOR'S facility.

### **II. General Scope of Services**

The Town routinely repairs and renovates its buildings and facilities. These activities generate waste such as, but not limited to, wood, sheetrock, concrete, corrugated cardboard, bricks, masonry material, soil rocks, non-asbestos insulation, glass, plastics, furniture, carpeting, and tile. Similar debris is generated by storms or other natural events occurring within the Town. The Town is seeking a New York State Department of Environmental Conservation permitted construction and demolition debris processing facility (Facility) to accept the Town generated materials for ultimate disposal. The Town will transport the material to the Facility. The contract representative for the Town shall be Sanitation Superintendent or his designee. The term of this contract shall be for one year commencing upon the date of award by the Town. The contract may be extended for a single one year upon the same terms and conditions subject to resolution of the Town Board of the Town of Riverhead. The Town Department of Sanitation will issue a separate purchase order (P.O.) for each load of material delivered to the Facility. The Facility shall issue a load ticket to the driver showing the weight of the materials and identify the P.O. number. The vendor may bill (submit invoice) to the Town on a monthly basis quoting the P.O. numbers and load weights for the month. A Town Claim voucher shall accompany the invoice.

### **III. Required Information for Submission of Bid Proposal**

The following information shall be provided in each bid response. To the extent Contractor seeks to supplement a response on the bid sheet, Contractor shall address all such items on company letterhead, signed by an authorized company representative. Note, the failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

#### **1. New York State Department of Environmental Conservation License:**

The Facility shall be permitted by the New York State Department of Environmental Conservation (NYSDEC) to receive construction and demolition debris and the Facility shall be equipped with a certified truck scale to measure/weigh the material. A copy of the NYSDEC permit must be annexed to the bid response.

#### **2. Resource Recovery:**

As the Town seeks to not only increase its efforts to recover and reuse recyclable materials but also to promote the recovery of materials from the Town's solid waste stream, the Facility shall submit detail/description of the Facility's recovery process and an approximate average percent of materials recovered from a construction and demolition debris load.

#### **3. Location:**

The Facility shall be located within Suffolk County -\*note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award and Contractor shall provide approximate distance from Town Hall location to the Facility not greater than 30 miles.

#### **4. Insurance:**

The Facility shall submit proof of Comprehensive General Liability Insurance, including, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; professional liability insurance in the amount of (\$1,000,000.00.), and Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total). Note, upon bid award, the successful bidder shall be required to provide a copy of the above insurance certificate naming the Town of Riverhead as an additional insured.

(The Contractor's response to items 1-4 shall be set forth on the bid sheet)

## **IV. General Bid Specifications**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **Construction and Demolition Debris** and received no later than 11:00 am on November 21, 2012 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

### **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

### **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

### **4. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed for a period not to exceed one (1) year.

### **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town .

## **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the

property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year with one (1) extension for a one (1) year period. In the event the NYSDEC issues a violation for the CONTRACTOR'S construction and demolition debris processing facility, the Town reserves the right to terminate the contract effective immediately

### **14. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits

and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

#### **16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Sanitation Superintendent  
200 Howell Avenue  
Riverhead, NY 11901**

#### **17. Indemnification**

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

iii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**V. BID**

**Disposal of Town Generated Construction and Demolition Material**

**TOWN OF RIVERHEAD**

**BID SHEET**

**I. COMPANY INFORMATION**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY TELEPHONE: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

COMPANY CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**II. NYSDEC LICENSE INFORMATION**

New York State Department of Environmental Conservation License# \_\_\_\_\_ for  
facility located at \_\_\_\_\_. A copy of the NYSDEC permit is  
annexed to the bid response. \_\_\_\_\_ (Initial)

**III. RESOURCE RECOVERY**

Detail/description of the Facility's recovery process: \_\_\_\_\_

(This information may be supplemented by attaching report/documents describing resource  
recovery method/plan)

Average percent of materials recovered from a construction and demolition debris load \_\_\_\_\_.

(This information may be supplemented by attaching report/documents describing resource  
recovery calculation).

**IV. LOCATION OF FACILITY**

Location of the Facility: \_\_\_\_\_

Distance to Town Hall, 200 Howell Avenue, Riverhead, NY \_\_\_\_\_(miles).

(Note, proximity to the vicinity of Town Hall (200 Howell Avenue, Riverhead, NY) will be a significant factor for consideration of the bid award).

Certified Truck Scale\_\_\_\_\_ (Indicate yes or no)

**V. FACILITY HOURS OF OPERATION**

Identify Hours of Operation for acceptance of Construction and Demolition Debris from Town of Riverhead\_\_\_\_\_

**VI. INSURANCE**

Submit Proof of Insurance as indicated above and annexed to bid response.

**VII. BID: PRICE PER TON**

Price per ton for the processing and disposal of Town generated construction and demolition material delivered to vendor's facility: \$\_\_\_\_\_ per ton

Amount in words: \_\_\_\_\_ per ton.

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

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

### **Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Affix corporate seal if Lessee/Contractor is a corporation.

**IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

10.16.12  
120815

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 815**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

**TAKE NOTICE** that sealed bids for **DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:10 a.m. on November 21, 2012.**

Bid packets, including Specifications, are available on the Town website at <http://townofriverheadny.gov>, click on bids, or at the Office of the Town Clerk at Town Hall and may be picked up between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, beginning **October 25, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE.** Bids must be received by the Office of the Town Clerk by no later than **11:10 am on November 21, 2012.**

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# TOWN OF RIVERHEAD BID SPECIFICATION

## DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE

The Town of Riverhead ("Town"), Suffolk County, New York, is seeking bids from qualified firms for Disposal and Recycling of Municipal Solid Waste. Capacity is sought for up to 350 tons per year of Municipal Solid Waste (MSW) generated at various Town offices, recreational facilities and Town owned property. The Town or others will deliver the Solid Waste in Town- owned compactor-equipped vehicles. The bid price shall include acceptance of the Solid Waste at the Transfer Station, any processing provided, and transfer to and final disposal at permitted solid waste disposal facilities for the Contract Term. The bid requests a price per ton of Solid Waste delivered to the Transfer Station for the contract term.

**WASTE CHARACTERISTICS:** The waste is MSW generated by Town offices, recreational facilities and Town owned property including bulk waste items. The MSW should not contain any regulated medical, special or Hazardous Waste, however, the Town will not guarantee that the aforementioned waste items will not be present in the waste stream.

**DEFINITIONS:** As used in this Specification, the following terms shall have the following meanings:

"Town" shall mean the Town of Riverhead.

"Contractor" shall mean the party contracting to provide and perform the specified work, including the heirs, executors, administrators, agents or successors thereof.

"NYSDEC" shall mean the New York State Department of Environmental Conservation.

"Bulk Items" shall mean large, residentially generated items which cannot be placed in the Town required garbage bags. These items can include, but are not limited to, furniture. Bulk items do not include C&D debris.

"Transfer Station" shall mean a permitted solid waste management facility, owned and operated by the Contractor, where solid waste is received for the purpose of subsequent transfer to another permitted solid waste management facility for processing, treatment, transfer or disposal. Note, the Transfer Station shall be located within 30 miles of Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York.

"Hazardous Waste" shall mean a hazardous waste as defined in the Resource Conservation and Recovery Act at 42 U.S.C. 6903(5).

“Contract Term” shall mean a two-year period commencing on the Contract Effective Date. The Contract Term shall also include one consecutive one-year extension upon the mutual agreement of the parties and resolution of the Town Board.

“Contract Effective Date” shall be January 1, 2013.

“MSW” shall mean solid waste from Town offices, parks and facilities.

**SOLID WASTE GENERATION DATA:** The Town’s historical MSW quantities data for the years 2009, 2010 and 2011 are presented herein. Bidders are cautioned that actual quantities during the Contract Term may vary from the historical data. The Town will not make any guarantees relative to the quantities of MSW delivered to the Transfer Station. The Contractor shall accept from the Town, during the Contract Term, up to 350 tons of MSW per twelve-month cycle from the Contract Effective Date. This quantity of MSW may be increased during the Contract Term upon the agreement of both parties.

**TRANSFER STATION LOCATION AND RECEIVING HOURS:** The proposed Transfer Station must be located within 30 miles of Town Hall 200 Howell Avenue, Riverhead, NY.

The Town transfer trucks shall be accepted at the Transfer Station for the off loading of waste from Monday through Saturday between the hours of 6:00 AM and 4:00 PM. The Town and Contractor may, subject to applicable permit conditions, mutually agree to extend, reduce or modify the foregoing from time to time. It is understood that the Town may occasionally request access to the Transfer Station on a Sunday.

**TRUCK SCALE:** The Facility shall have operational on the Contract effective date, a certified truck scale of a length capable of weight a Town tractor truck and trailer simultaneously. The scale shall be certified by an approved contractor. The current certification shall be provided to the Town, upon request, during the Contract Term. The driver of the Town truck shall be given a scale receipt ticket upon leaving the Transfer Station. The scale ticket shall have the following information: Date, time, truck identification number, gross weight, tare weight and net weight.

**WEIGHING RECORDS:** Prior to the effective date, if determined by the parties to be desirable, the Town will cooperate with the Contractor to establish tare weights for the Town trucks and transfer trailers. The Contractor, with the assistance of the Town, shall develop a system to create and maintain a weight record containing the tare weight, date and vehicle identification number of each Town vehicle entering and exiting the Facility.

**MAINTENANCE OF FACILITY:** The Town shall not be charged for any routine repair or maintenance expenses, and shall not bear any responsibility for the routine maintenance or repair of the Transfer Station or any facility of Contractor. The Transfer Station may, in a manner consistent with applicable law and good safety practices, establish and maintain operating and safety rules for the Transfer Station. Such rules may include, but

need not be limited to, restricting access to certain areas, limiting access for disposal to Town vehicles, establishing traffic queuing and dumping procedures for vehicles, establishing procedures for examination for the content of loads of waste, and establishing rules governing the health, safety, neatness and cleanliness of the Transfer Station. The Town agrees to comply with such operating and safety rules of which the

Town has received notice in a timely manner. The Contractor shall be responsible for securing and maintaining in effect all federal, state and local permits and approvals necessary for the operation of the Transfer Station and the receipt of the quantities and types of solid waste from the Town that are provided for in this bid specification. The Contractor shall promptly notify the Town if it has been notified that it is in violation of any such permit of approval, and of the resolution of any such notification.

**TRANSFER STATION TRUCK ACCESS:** The Transfer Station must have acceptable truck access to the tipping floor. This access shall not require the Town trucks to complete unsafe or excessive maneuvers for tipping of MSW. A Town representative will inspect the facility prior to award of Contract. If the facility truck access has been deemed unsafe or excessive, the Town reserves the right to reject such bid.

**DISPOSAL FACILITY:** The Contractor shall provide disposal capacity for the MSW generated by the Town and delivered to the Transfer Station under the terms of the Contract. At all times throughout the Contract Term, the waste disposal site used by the Contractor must be available to the Town of Riverhead and be in compliance with all applicable local, state and federal laws and regulations. The waste disposal site must have valid construction and operating permits in accordance with all laws applicable in the jurisdiction in which it is located. The waste disposal site's operating permit(s) shall permit disposal of the quantities and types of waste from the Town that are provided for in this bid specification, without resulting in any violations of such permits. The disposal site shall meet the design, construction and operating requirements of all applicable laws in the jurisdiction where the disposal site is operating. The disposal site shall be located within 30 miles of Town Hall, 200 Howell Avenue, Riverhead, New York.

The Contractor shall provide to the Town a list of all disposal sites intended to be used by the Contractor for disposal of the Town's MSW during the Contract Term. The Contractor shall give to the Town prior written notice of any changes to the list of disposal sites made during the Contract Term. Should the Contractor, during the Contract Term, become aware that any disposal site utilized for disposal of the Town's MSW under the Contract has or will receive notice of violation of any applicable law or regulation, Contractor shall promptly provide the Town with written notice of such event. In the event that any disposal site fails to maintain or loses its current valid state permit licenses or other authorization (either permanent or temporary) allowing the lawful use of the designated disposal site, or the site becomes unusable or inaccessible to the Town of Riverhead, then the Contractor will be solely responsible for obtaining the utilization of an alternate disposal site at no additional cost to the town, including any additional hauling cost because of the location of the alternate disposal site or, in the alternative, the Town may terminate the contract effective immediately. Under no circumstances shall such a change in disposal site or failure or inability to obtain permits by the Contractor be considered a

change of conditions warranting modification of the express terms of the Contract. In the event the Contractor is unable to find an alternate disposal site not to exceed 30 miles from Town Hall, it shall be in default of the Contract and liable for damages, bond forfeitures and other expenses as provided in the Contract.

**RECYCLING FUND:** The Town has created a Recycling Fund wherein a percentage of the revenues realized by the Contractor in the sale of the Recyclables collected from the Town MSW are returned to the Town. The Town hereby requires that the Contractor maintain accurate records of the sale (positive or negative) of the collected Recyclables and submit a quarterly report of said sales to the Superintendent. The Town further requires the Contractor to provide 20 percent of the net revenues to the Town in the form of a check made out to the Town of Riverhead Recycling Fund with said quarterly report. No payment is required if the net amount for the quarter is a negative number. Reports for negative quarters must be submitted also.

**OPERATIONAL PLAN:** The Contractor is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town MSW, for review and acceptance by the Town. All revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term in triplicate. At a minimum, the Operational Plan shall include the following items:

- Contractor's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers;
- Transfer Station operating days and hours;
- Any changes in Transfer Station operating procedures necessary for the Contractor to comply with the terms of the Contract;
- Disposal site(s), including alternates, intended to be utilized by the Contractor for disposal of the Town's MSW;
- Copies of all applicable permits and local approvals issued to the Contractor for operation of the Transfer Station.

**CONTRACTOR COMPENSATION:** The Town will compensate the Contractor for MSW satisfactorily received, processed and disposed of on a net tonnage (2,000 pounds) basis. The per ton bid rate shall include all specified services. The Contractor shall receive monthly payments for services performed during the prior calendar month calculated by multiplying the annual per-ton rate times the tons satisfactorily received at the Transfer Station during the calendar month. The Contractor shall submit a monthly invoice and a Town approved voucher form, which shall include a daily summary of tonnage received from the Town, including applicable weigh slips, truck identification number and time of day. The Town shall be entitled to deduct from any payment owing to the Contractor any sums expended by the Town to cure any default or other contract non-compliance by the Contractor or to protect the Town from loss on account of claims filed or reasonably anticipated to be filed in connection with Contractor's performance or failure to perform.

**PERFORMANCE BOND:** The Bidder will be required to submit a performance bond acceptable to the Town of Riverhead upon execution of the Contract. This performance bond shall be in an amount equal to \$250,000.00.

**ANNUAL RATE ADJUSTMENT:** In the second and subsequent years of the Contract Term, the base per-ton rate shall be determined in accordance with the following formula (in no event, however, shall the increase in any one year exceed 3%):

$$R = Z + \left[ Z \times \frac{(\text{CPI-U for Dec. Year Y} - \text{CPI-U for Dec. 20} \quad )}{\text{CPI-U for Dec. 20} \quad } \right]$$

Where:

CPI-U= Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for the New York-Northern N.J.-Long Island local area as published by the United States Department of Labor, Bureau of Labor Statistics.

R= Adjusted Annual Per-Ton Rate for Contract Year Y  
(capped at 3% per year)

Y= Renewal Contract Year

Z= Base Bid Per Ton Rate

**HISTORICAL MSW QUANTITIES IN TONS:**

<b>2009</b>	<b>308 tons</b>
<b>2010</b>	<b>253 tons</b>
<b>2011</b>	<b>288 tons</b>

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the **DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE** for the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:10 a.m. on November 21, 2012.**

Bid packets, including Specifications, may be obtained on the Town of Riverhead website at [www.riverheadli.com](http://www.riverheadli.com) or the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m., beginning **October 25, 2012.**

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE.**

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

**TOWN OF RIVERHEAD  
PROPOSAL FOR DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE**

BIDDER NAME: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**TOWN DELIVERY OF MSW**

The undersigned Bidder has carefully examined the attached contract documents and will provide all necessary labor, materials, equipment and incidentals required to accept and properly dispose of the Municipal Solid Waste described in the Bid Specifications at the unit price listed below.

For the acceptance of up to 350 tons of Municipal Solid Waste per year:

\$ \_\_\_\_\_/ton\*

\_\_\_\_\_ Dollars/ton\*

Amount in words

Please list the location of the Transfer Station, days of operation and operating hours for each day it is open.

Location: \_\_\_\_\_

Days Open: \_\_\_\_\_

Operating Hours: \_\_\_\_\_

\* The initial per ton amount noted above will be subject to an Annual Rate Adjustment.

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name/Title

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

NOTE: The Town of Riverhead reserves the right to waive any informalities in any bids received, and/or reject any and all bids.

The Town does not guarantee any quantity of business under this contract. No estimate of volume is available or represented in this proposal form.

**RESERVATION OF RIGHTS**

The Town Board of the Town of Riverhead reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish security for faithful performance of the terms of said Contract, where required, and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

In default of the successful bidder's obligation to enter into a Contract with the Town for the work specified herein at the prices offered herein, and to provide at the time of execution of the contract the required contract security and documentation of insurance, the undersigned bidder agrees that the certified check or bid bond herewith deposited with the Town shall be paid and delivered to the Town as liquidated damages of such default. The certified checks or bid bonds of all remaining unsuccessful bidders except the second lowest bidder will be returned upon award of the Contract to the lowest bidder. After the execution of a Contract between the Town and the successful bidder and provision by the successful bidder of the required contract security and documentation of insurance, the bid security of the successful bidder and the second lowest bidder will be returned.

Bidder's Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidders Name: \_\_\_\_\_

Bidders Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

In compliance with our advertisement in the October 25, 2012 issue of the News Review for bids to be opened on **November 21, 2012** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the notice to bidders, general information agreement and specifications contained herein on the bid proposal form attached.

Bidder certifies that the prices quoted herein do not include Federal excise tax or any Federal, New York State or City sales tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

## **ACCEPTANCE OF BID**

The Town reserves the right to determine the manner in which successful bidders will be selected as required by the best interests of the Town. The Town reserves the right to negotiate with the lowest bidder(s) a reduction in the bid price. The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in a manner consistent with law, deemed in the best interest of the Town.

Successful bids will be awarded by a Resolution of the Town Board. No other act of the Town shall constitute the award of a bid. After the Town notifies the successful bidders of the awarding of the contracts, the bidders shall have 20 days following the receipt of such notice to supply the necessary Performance Security, Town financial administrator's certificate and insurance policies and to execute a formal contract with the Town for at a time and place designated by the Town Attorney.

## **CHANGE OF OWNERSHIP**

Any sale, purchase, transfer, assignment or other change in possession or ownership of twenty-five percent (25%) or more of the stock or other indication of ownership of the Contractor after the award of the Contract shall be subject to the prior approval of the Town. Any prospective purchaser or new owner shall submit all qualifications and disclosure information as submitted by the Contractor and shall provide access to its-books and records to enable the Town or its agents to conduct a background investigation, which shall be a prerequisite for consent to the sale, purchase or other transfer of ownership.

## **SUBCONTRACTS AND ASSIGNMENTS**

As per New York State General Municipal Law work shall not be subcontracted or assigned without the prior written approval of the Town Board. Approval of subcontracts shall be at the discretion of the Town Board. If the Contractor violates this section, the Contract shall be revoked and both the Contractor and subcontractor shall forfeit all monies earned during this Contract.

**STATEMENT OF NON-COLLUSION IN BIDS AND PROPOSALS PURSUANT TO  
GENERAL MUNICIPAL LAW 103(d)**

By submission of this bid, each bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
- (2) Unless otherwise required by law, the prices which have been quoted, and in this bid have not been knowingly disclosed by any bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor,
- (3) No attempt has been made or will be made by this bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Board, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

False statements made hereunder are punishable as a Class A misdemeanor pursuant to Section 210.45 of the New York State Penal Law.

Bidder's Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

This Bid shall stay in effect for one (1) year from date of award, with option to extend for a period of up to three (3) years.

I/We fully understand that the acceptance of this Bid is subject to the provisions of Section 103a and 103b of the General Municipal Law.

Name of Agent/Dealer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Signature of Agent/Dealer: \_\_\_\_\_

## QUALIFICATIONS AND DISCLOSURE STATEMENT

(Print or type all information except signature)

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's Federal LD. (or SS No.): \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

**Note: A "yes" answer to any question in this statement must be explained in full. Use a separate sheet of paper, if necessary.**

1. Give the following information with regard to all work of the same or similar nature performed by the bidder in the past five years:

For Whom Performed: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

Date(s): \_\_\_\_\_

2. Has the bidder, or any officer, partner, shareholder or other person with a financial interest in the bid ever failed to complete a contract or been an officer, partner, shareholder or other person with a financial interest in an organization which failed to complete a contract?

If "YES", explain:

3. Who will personally supervise the work if this Contract is awarded to you? (name, address and telephone):

4. Where is your place of business?

5. Indicate proof of compliance with all applicable local, state and federal laws and regulations. The waste disposal site must have valid construction and operating permits in accordance with all laws applicable in the jurisdiction in which it is located. The waste disposal site's operating permit(s) shall permit disposal of the quantities and types of waste from the Town that are provided for in this bid specification, without resulting in any violations of such permits. The disposal site shall meet the design, construction and operating requirements of all applicable laws in the jurisdiction where the disposal site is operating.

6. Annex Operational Plan. The Contractor is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town MSW, for review and acceptance by the Town. All revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term in triplicate. At a minimum, the Operational Plan shall include the following items:

- Contractor's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers;
- Transfer Station operating days and hours;
- Any changes in Transfer Station operating procedures necessary for the Contractor to comply with the terms of the Contract;
- Disposal site(s), including alternates, intended to be utilized by the Contractor for disposal of the Town's MSW;
- Copies of all applicable permits and local approvals issued to the Contractor for operation of the Transfer Station.

7. List the name, telephone numbers and contact persons to be called in the event of an emergency.

8. Has the bidder, or any partner, officer, shareholder, member or other person with a financial interest in the bid ever been convicted of a crime? If "YES", explain:

9. If the bidder is other than an individual, list the names, addresses, titles, positions and amount of shares held by all officers, directors and shareholders who hold five percent (5%) or more of outstanding shares thereof (use separate sheet, if necessary) and the date and place of incorporation:

10. If an individual, partnership, or limited liability company, list names of all individuals, partners or members:

11. Are any persons listed in Question 9 above, employees of the state or any local government, members of a board of commissioners, involved in any public authority, or involved in any other public corporation with Suffolk County, New York, excluding firematic or civil defense volunteers? If "YES", explain:

12. Are there any of the persons listed in Question 10 above, related by blood or marriage to any employee of the Town of Riverhead? If, "YES", state employee name and nature of relationship:

13. What, if any, relationship, either directly or indirectly by blood, marriage, financial or business, do you have with any other company which, to your knowledge, intends to submit a bid for the disposal of solid waste generated at facilities owned and/or operated by the Town of Riverhead? Explain:

14. Have you ever bid for waste removal in any other municipality in the State of New York?

15. Have you or any firm, partnership, company or corporation with which you are or have been connected, by virtue of ownership, employment or family ever been rejected as a responsible bidder by any municipality in the State of New York or in any other state? If "YES" give name and address of the business entity, name and address of municipality, and the date and subject matter of bid:

16. Are you presently under contract for removal of solid waste in any municipality in the State of New York or elsewhere?

17. Have you or any partner, shareholder, director, member or employee of your company, corporation or partnership ever been charged, or indicted with a crime and/or convicted of a crime other than a traffic violation? If "YES", give name of individual, date of information or indictment, disposition and, if applicable, sentence.

18. Has anyone who is related to you (including your spouse, sibling, parent, child, grandchild or the spouse of any of them) or to any partner, member, shareholder or any individual listed in question 9, ever been indicted, charged with a crime and/or convicted of any criminal offense other than a minor traffic violation? If "YES", give name of individual, date of information or indictment, disposition and, if applicable, sentence:

19. Have you, or any partner, member or shareholder in our company or corporation, been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United State Code, Section 961, et. Seq? If "YES", give name of individual, date and jurisdiction of action and disposition thereof:

20. Has anyone who is related - as the spouse, sibling, partner, child, grandchild or the spouse of any of them to you, to any partner or to any shareholder or member of your company, partnership or corporation listed by you been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. Seq? If "YES", give name of individual, ate and jurisdiction of action and disposition thereof:

21. Set forth the business names and addresses of any other entity, corporate, sole proprietorship or partnership under which you, any partner or any individual in your corporation list by you had conducted any form of carting business since 1975.

22. Has any entity listed in Question 20 listed above been indicted, charged with a crime and/or convicted or any criminal offense other than a minor traffic violation and/or has any entity listed in Question 20 been named ins a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. Seq? If "YES", give details:

23. The foregoing twenty one (21) statements are true. I understand that false statements made herein are punishable as a Class A. misdemeanor pursuant to Section 210.45 of the New State Penal Law, and shall automatically disqualify the bidder:

Bidder: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## NON-DISCRIMINATION STATEMENT

During the performance of the agreement, the Contractor hereby agrees that it will not directly or indirectly discriminate against any employee or applicant for employment in accordance with appropriate New York State and Federal Laws.

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## **IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter referred to as the "Principal") and \_\_\_\_\_,  
a corporation created and existing under the laws of the State of \_\_\_\_\_,  
having its principal office in the Town/City of \_\_\_\_\_  
thereinafter called the "Surety", are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ in the full sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) good and lawful money of the United States of America, for  
the payment of which said sum of money, well and truly to be made and done, the said Principal  
binds themselves (himself) (itself) their (his) (its) heirs, executors and administrators, successors  
and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally,  
firmly by these presents.

Signed, sealed and dated \_\_\_\_\_ 2012 A.D.

**WHEREAS,** the said Principal has submitted to the Town of Riverhead a proposal for Disposal  
and Recycling of Municipal Solid Waste

**WHEREAS,** under the terms of the laws of the State of New York, the said Principal will execute  
a Contract and furnish such faithful performance of other bonds as may be requested by law in  
accordance with the terms of the Principal's said proposal.

**NOW, THEREFORE,** the condition of the foregoing obligation is such, that if the said Principal  
shall promptly execute a Contract and furnish such faithful performance or other bonds as maybe  
required by law in accordance with the terms of the Principal's said proposal, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

**IN TESTIMONY WHEREOF**, the said Principal has hereunto set their (his) (its) hand and seal and the said Surety has caused its instrument to be signed by its \_\_\_\_\_ and its \_\_\_\_\_ and its corporate seal to be hereunto affixed, the day and year above written.

Signed, sealed and delivered in the presence of:

(Corporate Seal of Principal,  
if a corporation)

\_\_\_\_\_  
(Principal)

Company:

(Corporate Seal of Surety Co.)

By:

**ACKNOWLEDGMENT OF CONTRACTOR**

STATE OF )  
) ss.:  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**OUTSIDE OF NEW YORK STATE**

STATE OF \_\_\_\_\_ )

)ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance

before the undersigned in \_\_\_\_\_

(insert city and state or county or other place acknowledgment taken)

Notary Public

Note: The Surety company must append a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by Officers of the Company.

**FORM OF RENEWABLE SURETY BOND**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ ,  
(hereinafter the "PRINCIPAL"), and \_\_\_\_\_ ,  
with principal offices at \_\_\_\_\_ , and  
authorized to do business in the State of New York, hereinafter the "SURETY") are held and firmly bound  
unto the Town of Riverhead, (Hereinafter the "TOWN", in the maximum penal  
sum of \_\_\_\_\_ Dollars and No /100  
(\$ \_\_\_\_\_ ), lawful money of the United States of America, for  
which for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a written agreement dated January 1, 2013 with the  
TOWN for providing for the Disposal and Recycling of Municipal Solid Waste and Contract is  
hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named  
PRINCIPAL, its successors and assigns, shall well and truly perform its obligations as set forth in the  
above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, to  
perform and complete the work mentioned and described in said contract, pursuant to the terms,  
conditions and covenants thereof using a Contractor other than the PRINCIPAL named herein. If for  
any cause said PRINCIPAL fails or neglects to so fully perform and complete said work, the said  
SURETY further agrees to commence said work of completion within seven days after notice thereof  
from the TOWN, and to complete the same with all due diligence.

## **FORM OF RENEWABLE SURETY BOND**

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, and at the TOWN'S sole option in place of performance and completion of the Contract, to pay the TOWN the difference between the Contract amount and the actual costs incurred or to be incurred by the TOWN in obtaining a replacement Contractor to complete the Contract. Actual costs shall include the additional costs of performing the services specified in the Contract, legal expenses incurred, any interim or emergency expenses incurred during the default, costs of advertising, cost of consultants and other related expenses. And, the said SURETY, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract or specifications accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following conditions:

1. Whereas, the TOWN has agreed to accept a Renewable Bond, this Bond shall be effective for the two (2) year period of January 1, 2013 to December 31, 2015; and on or before September 25 in the first year and subsequent years of the Bond, same may be extended for an additional one (1) year period, unless the SURETY provides to the TOWN written notice of its intent not to renew this Bond on or before September 15 in the first year and subsequent years of the Bond.
2. Neither nonrenewal by the SURETY, or the failure or inability of the PRINCIPAL to file a replacement bond in the event the SURETY exercises its right to not renew this Bond, shall itself constitute a loss to the TOWN recoverable under this Bond or any extension thereof.
3. This Bond shall have final and definite expiration date of December 31, 2015.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the SURETY on this instrument unless same be brought or instituted upon the SURETY within one year from termination or expiration of the Bond term.

**FORM OF RENEWABLE SURETY BOND**

- 5. Regardless of the number of years this Bond is in force, the liability of the SURETY shall not be cumulative and shall in no event exceed the amount set forth above, or as amended by rider.
- 6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing. Any demand or request for payment must be made prior to the effective date of nonrenewal.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**PRINCIPAL**

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

Title: \_\_\_\_\_

**SURETY**

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

Title: \_\_\_\_\_



**FORM OF RENEWABLE PERFORMANCE BOND**

And, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, to perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof using a contractor other than the PRINCIPAL named herein. If for any cause said PRINCIPAL fails or neglects to so fully perform and complete said work, the said SURETY further agrees to commence said work of completion within seven days after notice thereof from the TOWN, and to complete the same with all due diligence.

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, and at the TOWN'S sole option in place of performance and competition of the Contractor, to pay the TOWN the difference between the Contract amount and the actual costs incurred or to be incurred by the TOWN in obtaining a replacement Contractor to complete the Contract. Actual costs shall include the additional costs of performing the services specified in the Contract including any amendment or alteration of the Contract, legal expenses incurred, any interim or emergency expenses incurred during the default, costs of advertising, cost of consultants and other related expenses.

And, the said SURETY, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract or specifications accompanying the same shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**(Principal)**

**(SEAL)**

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

**Title:** \_\_\_\_\_

**(Surety)**

**(SEAL)**

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

**Title:** \_\_\_\_\_

**FORM OF RENEWABLE PERFORMANCE BOND**

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2012 before me, the undersigned,  
a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**OUTSIDE OF NEW YORK STATE**

State of \_\_\_\_\_)

) ss.:

County of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2012, before me, the undersigned,  
personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance

before the undersigned in \_\_\_\_\_

(insert city and state or county or other place acknowledgment taken)

Notary Public

**FORM OF RENEWABLE PERFORMANCE BOND**

**ACKNOWLEDGMENT OF SURETY COMPANY**

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the \_\_\_ day of \_\_\_\_\_ in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**OUTSIDE OF NEW YORK STATE**

State of \_\_\_\_\_ )

) ss.:

County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year of 2012, before me, the undersigned, personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in \_\_\_\_\_

(insert city and state or county or other place acknowledgment taken)

Notary Public

10.16.12  
120816

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 816**

**AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR  
SALE OF SURPLUS GROUND YARD WASTE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **SALE OF SURPLUS GROUND YARD WASTE**.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the October 25, 2012 issue of the News-Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

**TAKE NOTICE** that sealed bids for **SALE OF SURPLUS GROUND YARD WASTE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:15 a.m. on November 21, 2012.**

Bid packets, including Specifications, are available on the Town website at <http://townofriverheadny.gov>, click on bids, or at the Office of the Town Clerk at Town Hall and may be picked up between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, beginning **October 25, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **SALE OF SURPLUS GROUND YARD WASTE**. Bids must be received by the Office of the Town Clerk by no later than **11:15 am on November 21, 2012.**

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

**TOWN OF RIVERHEAD  
BID SPECIFICATION**

**SALE OF SURPLUS GROUND YARD WASTE**

**I. General Description of Project**

The Town of Riverhead provides a yard waste “drop-off” location to Town residents, business and commercial operations are not included in the “drop-off”, for loose (not bagged) yard waste including grass, leaves, brush, logs, and branches at the Town’s Yard Waste Facility. The Town accepts the material for grinding and screening and makes the mulch available to Town residents. The Town currently has a surplus of approximately 1,000 to 1,200 cubic yards of ground material at the Facility. The Town proposes to sell the material, “AS IS”, to one successful bidder, referred to as “CONTRACTOR” and to have the material removed from the Facility to make room for incoming material.

**II. General Scope of Services**

CONTRACTOR (successful bidder) shall purchase approximately 1,000 to 1,200 cubic yards of ground material from the Town of Riverhead and shall promptly remove the material (double grind and screened) from the Facility to allow the Town make room for residential “drop-offs” of yard waste. It shall be the responsibility of the CONTRACTOR to provide all necessary personnel and equipment to safely and efficiently remove the material from the following site:

TOWN OF RIVERHEAD  
Yard Waste Facility (“Facility”)  
Youngs Avenue  
Riverhead, NY

The Sanitation Superintendent or his designee will determine when work may begin to remove and transport the material from the Facility with written notice of the scheduled start date at least 5 days prior to commence of work to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for removal of the material. Contractor shall perform the removal of the material during standard Facility hours of operation: Monday through Saturday between the hours of 7:30 a.m. and 3:30 p.m. In the event that work at the site to remove and transport the material is not completed by the close of business (4:30 p.m.), the Sanitation

Superintendent or his designee shall be authorized to permit CONTRACTOR to store equipment at the Facility for one day, however, the Town assumes no responsibility for Contractor's equipment. CONTRACTOR shall be permitted to inspect the material Wednesday through Sundays, 7:00 AM to 3:00 PM at the Facility.

### **III. Required Information for Submission of Bid Proposal**

The following information shall be provided in each bid in the order listed below. The bid sheet must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A

CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

#### **1. Bid Requirements:**

- a. CONTRACTOR/BIDDER(S) shall indicate price on the Bid Sheet. The price shall indicate the total sum to purchase the material (surplus of approximately 1,000 to 1,200 cubic yards of double grind and screened yard waste).
- b. CONTRACTOR/BIDDER(S) shall indicate the approximate number of days needed to remove the material from the Facility.
- c. CONTRACTOR/BIDDER(S) shall indicate the ability and willingness to commence removal operations within twenty-one (21) calendar days from notification of award.
- d. CONTRACTOR/BIDDER(S) shall identify the equipment available to load, remove and transport the material from the Facility.
- e. CONTRACTOR/BIDDER shall submit to the Town Sanitation Department a certified check made payable to the Town of Riverhead in the total amount of the successful bid prior to the start of removal operations and no later than 10 days from the date of the bid award.

## **IV. General Bid Specifications**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **SALE OF SURPLUS GROUND YARD WASTE** and received no later than **11:15 am on November 21, 2012** at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

### **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

### **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

### **4. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

### **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Sanitation Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town .

## **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the

property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be limited to the purchase of surplus ground yard waste and the contract term shall end upon successful removal of surplus material.

### **14. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the

successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

**16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Sanitation Superintendent  
200 Howell Avenue  
Riverhead, NY 11901**

**17. Indemnification**

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, sole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

ii. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**V. BID**  
**SALE OF SURPLUS GROUND YARD WASTE**

**TOWN OF RIVERHEAD**

**BID SHEET**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY TELEPHONE: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

COMPANY CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

1) BID: (Lump Sum Amount for all the Ground Yard Waste): \$\_\_\_\_\_

BID AMOUNT IN WORDS: \_\_\_\_\_

2) APPROXIMATE NUMBER OF DAYS TO REMOVE THE MATERIAL: \_\_\_\_\_

3) CONTRACTOR/BIDDER AGREES TO REMOVE MATERIAL WITHIN 21 DAYS OF  
BID AWARD \_\_\_\_\_ (INITIAL)

4) IDENTIFY/DESCRIBE AVAILABLE EQUIPMENT TO LOAD, REMOVE AND  
TRANSPORT MATERIAL \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NON-COLLUSIVE CERTIFICATE**

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE)  
(TITLE)

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO  
THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER : \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

SIGNATURE OF AGENT/DEALER: \_\_\_\_\_

## **IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

10.16.12  
120817

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 817**

**AUTHORIZES FILING OF CLAIM FOR A REFUND FROM THE STATE OF NEW YORK FOR MTA PAYROLL TAX PAYMENTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, in 2009, the State of New York enacted the Metropolitan Transportation Authority's Payroll Mobility Tax ("MTA Payroll Tax"); and

**WHEREAS**, the Town of Riverhead has paid the MTA payroll tax for tax years 2009, 2010, 2011 and 2012; and

**WHEREAS**, in an effort to protect Town of Riverhead taxpayers, the Town Board is authorizing the Supervisor to file with the New York State Department of Taxation and Finance a claim for a refund from the Metropolitan Transportation tax monies paid; and

**WHEREAS**, in August 2012, the MTA payroll tax was declared to be an unconstitutional by a State Supreme Court; and

**WHEREAS**, because there is a three year statute of limitations in New York to file an amended tax return, employers have until November 2, 2012 to formally claim a refund for monies they paid into the MTA Payroll Tax during 2009; and

**WHEREAS**, the New York State Department of Taxation and Finance announced that it is developing a process for employers to file a protective claim for a MTA tax refund; and

**WHEREAS**, the Town of Riverhead as part of a municipality of the County of Suffolk, should take all steps necessary to claim a MTA tax refund and thereby protect its taxpayers.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, be and hereby authorizes the submission of a claim for full refund of all MTA Payroll Taxes paid by the Town of Riverhead during 2009; and be it further

**RESOLVED** the Town Board of the Town of Riverhead authorizes the Supervisor to execute such documents to implement the terms and conditions herein; and be it further

**RESOLVED** the Financial, Administrator and Town Attorney are further authorized and empowered and directed to take all other actions necessary and appropriate to claim a refund for MTA Payroll Taxes paid by the Town of Riverhead during 2009; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120818

ADOPTED

TOWN OF RIVERHEAD

Resolution # 818

**AUTHORIZES ACCEPTANCE OF FIVE (5) FULL-TIME POLICE OFFICER'S  
IRREVOCABLE LETTERS OF RESIGNATION FOR RETIREMENT PURPOSES  
PURSUANT TO THE EARLY RETIREMENT INCENTIVE PROGRAM FOR ELIGIBLE  
FULL-TIME POLICE OFFICERS OF CHAPTER 37, ARTICLE IV., ENTITLED  
"RETIREMENT" OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Board conducted a public hearing on August 7<sup>th</sup>, 2012, to consider a local law to amend Chapter 37, Article IV., entitled "Retirement" of the Riverhead Town Code; and

**WHEREAS**, the Town Board enacted a local law codified as Chapter 37 (Article IV.) in the Riverhead Town Code entitled "Early Retirement Incentive Program For Eligible Full-Time Police Officers" on or about August 21, 2012, pursuant to resolution number 663-2012; and

**WHEREAS**, the Town of Riverhead had reserved the sole right to establish a minimum percentage of eligibility participation in order to proceed with this program; and

**WHEREAS**, five (5) full-time police officers submitted irrevocable letters of resignation for retirement purposes on or before October 11, 2012, in reliance upon the Town of Riverhead Early Retirement Incentive Program for full-time police officers (Chapter 37, Article IV) during the applicable retirement incentive window which ended on October 11, 2012; and

**WHEREAS**, the Town of Riverhead had also reserved the sole, non-reviewable discretion to defer, due to staffing concerns, one or more eligible full-time police officer's actual date of separation from Town employment until not later than December 31, 2013.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead waives its right to establish a minimum percentage of eligibility participation solely related to this specific Town of Riverhead Early Retirement Incentive Program (Chapter 37, Article IV., eligible full-time police officers) and accepts the five (5) full-time police officer's irrevocable letters of resignation for retirement purposes but reserves the right to

establish a minimum percentage of eligibility participation regarding any other future retirement incentive program.

**BE IT FURTHER RESOLVED**, that the Town of Riverhead waives its sole, non-reviewable discretion to defer, due to staffing concerns, one or more eligible full-time police officer's actual date of separation from Town employment until not later than December 31, 2013, but reserves the right to establish its sole, non-reviewable discretion to defer same regarding any other future retirement incentive program.

**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

10.16.12  
120819

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 819**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER 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**, pursuant to New York State Highway Law §189 Highways by Use, all lands/roads that have been used by the public as a highway for a period of ten years or more and which lands/roads have been maintained, repaired and controlled by the Town for ten years or more shall be a public highway with the same force and effect as if it had been laid out and recorded as a public highway; and

**WHEREAS**, there exists in the Town of Riverhead roads which may be eligible to become public roads pursuant to New York State Highway Law §189 Highways by Use.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the full version of the attached notice to consider the incorporation of said 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 for the proposed incorporation of said private roads into the Town of Riverhead's highway system be posted on the sign board of the Town in the Office of the Town Clerk; 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 PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on November 20, 2012 at 7:10 'clock PM., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the consider the incorporation of the following private road into the Town of Riverhead's highway system pursuant to New York State Highway Law §189 Highways by Use.

**Baiting Hollow Area:**

1. Northgate Circle
2. Jill's Way

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

Dated: Riverhead, New York  
October 16, 2012

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

**DIANE M. WILHELM**, Town Clerk

10.16.12  
120820

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 820**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT WITH  
MARY C. HARTILL, ESQ. FOR LEGAL SERVICES FOR THE YEAR 2012/2013  
(RIVERHEAD YOUTH COURT)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Mary C, Hartill, Esq. had submitted a proposal to the Town Board to enter into a one (1) year agreement with the Town of Riverhead in connection with her services as Legal Consultant for the Riverhead Youth Court Program.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that Mary C. Hartill, Esq. is hereby appointed to act as Legal Consultant for the Riverhead Youth Court Program; and be it further

**RESOLVED**, that the Riverhead Town Board hereby approves the attached Retainer Agreement from Mary C. Hartill, Esq.; and be it further

**RESOLVED**, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Mary C. Hartill, Esq., 431 Griffing Avenue, Riverhead, New York, 11901, the Police Chief David Hegermiller and the Office of the Town Attorney.

**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

## RETAINER AGREEMENT

This writing will memorialize the understanding between the Town of Riverhead and Mary C. Hartill, Attorney at Law, hereinafter referred to as "the law firm," confirming that you have retained this firm to represent you in the matter of Legal Consultant for Youth Court Training.

It is agreed that the Town of Riverhead will pay the firm a fee of \$160.00, per hour for training and lectures for the Riverhead Youth Court Program not to exceed 15 hours.

You acknowledge that the hourly rates apply to all time expended on your matter, including, but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or to you, or otherwise made or had on your behalf or related to your matter, preparation, review and revision of correspondence, pleadings motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to your matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on your behalf.

The term of this retainer shall be for one year, commencing on October 1, 2012 and continuing through and including September 30, 2013.

Kindly indicate your understanding and acceptance of the above by signing this document below where indicated.

You acknowledge receiving a duly executed duplicate original of this agreement. I look forward to being of service to you in connection with this matter.

DATE: Oct 1, 2012



Mary C. Hartill  
Mary C. Hartill, Attorney at Law

\_\_\_\_\_  
Sean Walter, Supervisor  
Town of Riverhead

10.16.12  
120821

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 821**

**APPOINTS MARRIAGE OFFICER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to New York State domestic Relations Law, Article Three, §11-C(1), the Town Board of the Town of Riverhead is authorized to appoint one or more marriage officers who shall have the authority to solemnize a marriage and which marriage shall be valid if performed in accordance with other provisions of the Domestic Relations Law; and

**WHEREAS**, pursuant to New York State Domestic Relations Law, Article Three, §11-C(2) and (4), the Town Board of the Town of Riverhead shall determine the number of such marriage officers appointed for the Town and term of office of each marriage officer; and

**WHEREAS**, the Town Clerk, who is currently serving as the sole marriage officer for the Town of Riverhead, has requested that a second marriage officer be appointed and vested with the authority to solemnize marriages within the Town of Riverhead; and

**WHEREAS**, Councilman James Wooten has expressed an interest and willingness to serve as a marriage officer; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby appoints Councilman James Wooten, Councilman of the Town of Riverhead, as Marriage Officer for a term set to expire on January 1, 2014; and be it further

**RESOLVED**, that the Town Clerk shall forward a copy of this resolution to Councilman James Wooten; 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 - ABSTAIN      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120822

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 822**

**AWARDS BID FOR WATER METERS AND ACCESSORY  
EQUIPMENT FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for water meters for use by the Riverhead Water District; and

**WHEREAS**, bids were received, opened and read aloud on the 5<sup>th</sup> day of October, 2012, at Town Hall, 200 Howell Avenue, Riverhead, New York 11901.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for water meters for use in the Riverhead Water District be and is hereby awarded to Sensus USA, Inc., as listed on the bid proposal sheet attached hereto; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sensus USA, Inc., Atten: Josh Ordway, PO Box 487, Uniontown, PA, 15146; 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

**BID PROPOSAL SHEET**  
**BID #RWD-2012-20**

ALL PRICES ARE "PER ITEM", UNLESS OTHERWISE STATED

**\*\*ALL BRASS ITEMS BID MUST BE "NO-LEAD" PURSUANT  
 TO THE REDUCTION OF LEAD IN DRINKING WATER ACT  
 (SENATE BILL 3874 SIGNED JANUARY, 2011)\*\***

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
1.	5/8" x 1/2" SRII ECR Meter	\$ 111.17
2.	3/4" SRII ECR Meter	\$ 140.69
3.	1" SRII ECR Meter	\$ 178.91
4.	1 1/2" SR ECR Meter *	\$ no bid
5.	2" SR ECR Meter *	\$ no bid
<hr/>		
6.	5/8" x 1/2" SRII TRPL Meter	\$ 125.38
7.	3/4" SRII TRPL Meter	\$ 154.91
8.	1" SRII TRPL Meter	\$ 193.11
9.	1 1/2" SR TRPL Meter *	\$ no bid
10.	2" SR TRPL Meter *	\$ no bid
* 1-1/2" and 2" SR no longer available.		
<hr/>		
11.	5/8" x 1/2" iPERL Meter	\$ 106.38
12.	3/4" iPERL Meter	\$ 119.52
13.	1" iPERL Meter	\$ 157.97
iPERL meters are 2-wire with 6' wire and TR/PL sensor		
<b>IPERL ACCESSORIES</b>		
14.	Strainers for iPerl meters	\$ .50
15.	Touch Pad	\$ 5.82
16.	TR/PL Housing	\$ 8.14
17.	25' 2-Wire Cable TR/PL Sensor End	\$ 21.22
18.	6' 3-Wire Cable – Plain End	\$ 17.14
19.	25' 3-Wire Cable – Plain End	\$ 20.56
20.	6' 3-Wire Cable – TR/PL Sensor End	\$ 26.46
21.	25' 3-Wire Cable – TR/PL Sensor End	\$ 29.89

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
22.	1.5" C <sup>2</sup> Omni Meter	\$ <u>932.23</u>
23.	2" C <sup>2</sup> Omni Meter	\$ <u>1,075.65</u>
24.	3" C <sup>2</sup> Omni Meter	\$ <u>1,362.49</u>
25.	4" C <sup>2</sup> Omni Meter	\$ <u>2,366.43</u>
26.	6" C <sup>2</sup> Omni Meter	\$ <u>4,087.47</u>
27.	8" C <sup>2</sup> Omni Meter	\$ <u>7,440.00</u>
28.	10" C <sup>2</sup> Omni Meter	\$ <u>9,600.00</u>
<hr/>		
29.	1.5" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
30.	2" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
31.	3" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
32.	4" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
33.	6" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
34.	8" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
35.	10" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
<hr/>		
36.	1.5 T <sup>2</sup> Omni Meter	\$ <u>637.98</u>
37.	2" T <sup>2</sup> Omni Meter	\$ <u>756.73</u>
38.	3" T <sup>2</sup> Omni Meter	\$ <u>943.01</u>
39.	4" T <sup>2</sup> Omni Meter	\$ <u>1,835.84</u>
40.	6" T <sup>2</sup> Omni Meter	\$ <u>3,305.11</u>
41.	8" T <sup>2</sup> Omni Meter	\$ <u>6,320.00</u>
42.	10" T <sup>2</sup> Omni Meter	\$ <u>8,240.00</u>
<hr/>		
43.	1.5" T <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
44.	2" T <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
45.	3" T <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
46.	4" T <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
47.	6" T <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>
48.	8" C <sup>2</sup> Omni Electronic Register	\$ <u>206.05</u>



<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
74.	4" SRH ECR Meter Conversion Kit	\$ <u>no bid</u>
75.	6" SRH ECR Meter Conversion Kit	\$ <u>no bid</u>
76.	8" SRH ECR Meter Conversion Kit	\$ <u>no bid</u>
<hr/>		
77.	2" SRH TRPL Meter Conversion Kit	\$ <u>no bid</u>
78.	3" SRH TRPL Meter Conversion Kit	\$ <u>no bid</u>
79.	4" SRH TRPL Meter Conversion Kit	\$ <u>no bid</u>
80.	6" SRH TRPL Meter Conversion Kit	\$ <u>no bid</u>
81.	8" SRH TRPL Meter Conversion Kit	\$ <u>no bid</u>
<hr/>		
82.	1.5" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
83.	2" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
84.	3" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
85.	4" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
86.	6" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
87.	8" W Turbo ECR Meter Conversion Kit	\$ <u>no bid</u>
<hr/>		
88.	1.5" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>
89.	2" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>
90.	3" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>
91.	4" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>
92.	6" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>
93.	8" W Turbo TRPL Meter Conversion Kit	\$ <u>no bid</u>

Parts for the SRH and W Turbo meters are no longer available.

		<u>TOUCH COUPLER VERSION</u>	<u>WIRED VERSION</u>
94.	MXU 510R Single Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ <u>114.00</u>	\$ <u>108.00</u>
95.	MXU 510R Dual Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ <u>125.00</u>	\$ <u>110.00</u>

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
96.	MXU 520R Single Port Meter Transceiver Unit for use in pit installations	\$ <u>115.00</u>
97.	MXU 520R Dual Port Meter Transceiver Unit for use in pit installations	\$ <u>130.00</u>
98.	Series AR5502 RF Handheld Device with Communications/Charger Stand	\$ <u>9,450.71</u>
99.	Series AR5502 RF Handheld Device	\$ <u>Handhelds are purchased with stand (see item 98)</u>
100.	Series AR5502 RF Handheld Device Communications/Charger Stand	\$ <u>See item 98</u>
101.	Auto Read Handheld Device/Programmer Standard Model AR5002 Upgrade w/ Communications/Charger Stand	\$ <u>5,763.04</u>
102.	Auto Read Handheld Device/Programmer Standard Model AR5002	\$ <u>Handheld for trade are purchased with stand (see item 101)</u>
103.	Auto Read Handheld Device Communications/Charger Stand	\$ <u>See item 101</u>
104.	Auto Gun RF 4090	\$ <u>998.84</u>
105.	Auto Gun Pit Probe Extension	\$ <u>170.81</u>

106.	1.5" Companion Brass Meter Flange & Gaskets*	\$ <u>no bid</u>
107.	2" Companion Brass Meter Flange & Gaskets*	\$ <u>no bid</u>
108.	4" Companion Brass Meter Flange & Gaskets*	\$ <u>no bid</u>
109.	6" Companion Brass Meter Flange & Gaskets*	\$ <u>no bid</u>

\*Includes nut and bolt; (2) needed for each meter

**BELOW ITEMS FOR USE WITH OMNI METERS:**

105.	1.5" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>no bid</u>
106.	2" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>no bid</u>
107.	4" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>no bid</u>
108.	6" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>no bid</u>
109.	8" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>no bid</u>

\*\*Includes nut and bolt; (2) needed for each meter

110. Maintenance and Repair Parts (i.e., freeze plates, gaskets, registers, etc.)

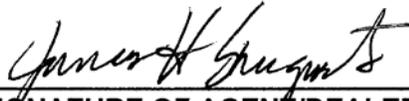
24 % discount off current 2012-2013 catalog list pricing (include copy of current catalog pricing sheet)

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**I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.**

September 24, 2012

**DATE**

  
**SIGNATURE OF AGENT/DEALER**

Sensus USA Inc.

**PRINTED NAME OF AGENT/DEALER**

PO Box 487, 450 North Gallatin Avenue

**ADDRESS**

Uniontown, Pennsylvania 15401

**CITY, STATE, ZIP CODE**

Josh Ordway josh.ordway@sensus.com

**CONTACT PERSON**

10.16.12  
120823

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 823**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
SIDNEY B. BOWNE & SON, LLP,**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

**WHEREAS**, Sidney B. Bowne & Son, LLP, is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with Sidney B. Bowne & Son, LLP, regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Leslie A. Mitchel, Bowne & Son, LLP, 235 East Jericho Turnpike, Mineola, New York, 11501; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney.

**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**

**THE TOWN OF RIVERHEAD**

**AND**

**SIDNEY B. BOWNE & SON, LLP**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2012, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and SIDNEY B. BOWNE & SON, LLP, with principal offices at 235 East Jericho Turnpike, Mineola, NY 11501 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. \_\_\_\_\_ dated \_\_\_\_\_ the Town of Riverhead is desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be effective for one (1) year commencing on, 2012 and terminating on \_\_\_\_\_, 2013. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

## 2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-

002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement and are accordingly attached as schedules hereto:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy

Supervisor.

### 3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that James J. Antonelli, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/ Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below,

of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director  
Suffolk County Real Property Tax Service Agency  
300 Center Drive  
Riverhead, New York 11901-3398

*Failure to provide the required written notification shall be a violation of this Agreement.*

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and

knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The billable amount for the project or milestone/portion of the project based on an hourly billable rate (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2012, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For James Antonelli, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer, the billable rate shall be \$110.00 per hour for the term of this Agreement.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, site inspection including commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be

supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

## 6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

1) Comprehensive general liability on an occurrence basis:

- a) General aggregate - \$2,000,000.00
- b) Products completed, operations aggregate - \$2,000,000
- c) Personal and advertising injury - \$1,000,000.00
- d) Each occurrence - \$2,000,000.00
- e) Fire damage - \$50,000.00
- f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

- a) Any auto coverage - \$1,000,000.00
- b) Hired autos - \$1,000,000.00
- c) Non-owned auto coverage - \$1,000,000.00

- 3) Workers' Compensation Insurance and Employer Liability
  - a) Each accident - \$100,000.00
  - b) Disease - policy limit \$500,000.00
  - c) Disease - each employee \$100,000.00
- 4) Disability Benefits - Liability (Statutory requirements)
- 5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

- 6) Excess Umbrella Liability Insurance Coverage: \$5,000,000.00 per occurrence/aggregate

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

#### 7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any

act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the

termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901  
Att: Riverhead Town Attorney

SIDNEY B. BOWNE & SON, LLP  
235 East Jericho Turnpike  
Mineola, New York 11501  
Att: James Antonelli, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed

bonding, payment, or maintenance agreement facilitation and/or recording.

#### 10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

#### 11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any

other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

SIDNEY B. BOWNE & SON, LLP

TOWN OF RIVERHEAD

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

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

Sean M. Walter, Supervisor

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

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



## SCHEDULE 1

### STORMWATER POLLUTION PREVENTION PLAN REVIEW INSTRUCTIONS

#### **PURPOSE OF THIS DOCUMENT**

The purpose of this document is to provide instructions for reviewing a Storm Water Pollution Prevention Plan (SWPPP) for stormwater discharges from construction activities. This outline identifies required components of SWPPPs, provides examples of narratives, forms, schedules and maps required for a SWPPP, and introduces the reference documents utilized in this process.

The flow chart in Figure 1 identifies conditions in which various components of the SWPPP must be prepared. If a site is required to have a full SWPPP, this plan must be expanded to meet all the requirements of the water quality and quantity sizing criteria outlined in the New York State Stormwater Management Design Manual (August 2010) (Design Manual). New York State Standards and Specifications for Erosion and Sediment Control (August 2005) (Blue Book) must be used for the design of erosion and sediment control practices. The Design Manual and Blue Book are the designated technical standards referenced in the General Permit. All the reference documents pertaining to New York State (NYS) technical standards along with other useful guidance documents are provided either on the New York State Department of Environmental Conservation (NYSDEC) web site or listed at the end of this document.

The NYSDEC Central Office (Dave Gasper (518) 402-8114) or Region 1 Office (Sara Dorman (631) 444-0425) may be contacted for questions about the Construction General Permit and the associated Notice Of Intent (NOI) and Notice Of Termination (NOT) forms. The Stormwater Interactive Map (<http://www.dec.ny.gov/pubs/42937.html>) may be used to look up some basic geographic information such as site coordinates, the locations of TMDL and 303(d) impaired water bodies and whether a municipality is required to maintain an MS4 permit or not.

#### **WHAT IS A CONSTRUCTION PERMIT NOI?**

Stormwater discharges from construction activities, that disturb one or more acres of land must obtain a permit. The NOI discussed in this document is the means to obtain coverage under the NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-10-001) (General Permit). The NOI is also used for transition between General Permit renewals.

The NOI is a 10 page form which summarizes key information provided in a SWPPP. This information includes contact information for the site operator, contact information for those maintaining the site during both construction and the post-construction period, the Water Quality Volume (WQV) for the site and peak runoff rates for the one, ten and 100 year storms during both the pre- and post-construction periods.

A completed NOI must be submitted with the SWPPP. The General Permit and the NOI are posted on the NYSDEC's web site (<http://www.dec.ny.gov/chemical/43133.html>).

#### **WHO MUST FILE A NOTICE OF INTENT FORM?**

The United States Environmental Protection Agency (USEPA) prohibits point source discharges of stormwater to waters of the United States without a permit issued under the National Pollutant Discharge Elimination System (NPDES). The NYSDEC is delegated by the USEPA to administer its State Pollutant Discharge Elimination System (SPDES) program in lieu of USEPA's NPDES program. The operator of a stormwater discharge which qualifies for coverage

under the General Permit must submit a completed NOI form in order to obtain permit coverage. The General Permit specifies possible restrictions on eligibility of coverage.

### **WHAT IS A SWPPP?**

A SWPPP is a plan for controlling runoff and pollutants from a site during and after construction activities. The principle objective of a SWPPP is to comply with the General Permit by planning and implementing the following practices:

- Reduction or elimination of erosion and sediment loading to waterbodies during construction;
- Control of the impact of stormwater runoff on the water quality of the receiving waters;
- Control of the increased volume and peak rate of runoff during and after construction; and
- Maintenance of stormwater controls during and after completion of construction.

A well-designed SWPPP requires proper selection, sizing and siting of stormwater management practices to protect water resources from stormwater impacts. Erosion and sediment controls and water quantity and water quality controls are inter-related components of a SWPPP.

### **WHAT IS THE PROCESS FOR PREPARING AN NOI?**

The process starts before the submittal of an NOI with the development of a SWPPP and identification of the required plan elements for the proposed project.

#### **1. Identify plan components**

Use the flow chart in Figure 1 and the accompanying instructions to identify required SWPPP components. All sites are required to prepare an Erosion and Sediment Control Plan (ESCP) component to control the stormwater discharge during construction. The flow chart helps identify if Water Quantity Control or Water Quality Control Plan (WQWQCP) components are required.

#### **2. SWPPP Preparation**

A SWPPP is developed for each individual site by collecting appropriate data and conducting a site visit and evaluation of the specific site. All components of a SWPPP should be prepared and incorporated in the site plan prior to submittal to the local reviewing agency. If the development project is phased, the SWPPP must include the entire site incorporate long-term provisions for the larger plan. The details of each component of the SWPPP must be provided in narratives, tables, schedules, maps, and construction drawings, as appropriate.

A SWPPP must be ready for implementation before an NOI is completed. The SWPPP is valid only if development of the lot proceeds in accordance with state, county or local laws and the regulations governing sediment control, land use, flood control, and environmental impact.

#### **3. NOI Preparation**

The form is available on-line in an electronic form at [http://www.dec.ny.gov/docs/water\\_pdf/noipgr10.pdf](http://www.dec.ny.gov/docs/water_pdf/noipgr10.pdf).

#### **4. Implement the SWPPP**

The plan is only effective if implemented and updated as necessary. The site plan and SWPPP must be accessible at all times for inspection. Construction may begin upon receiving a letter of acknowledgment from the NYSDEC issuing a permit identification number.

#### **5. Terminate the coverage**

When the project is completed and the site is stabilized, the coverage must be terminated. To cancel coverage under the General Permit, a NOT form must be completed and submitted to the NYSDEC. MS4s must sign the NOT certifying that it is acceptable for the owner or operator of a construction project to submit the NOT to the NYSDEC. The determination to certify the NOT may be reached by a Town final site inspection or by accepting the Qualified Inspector's final inspection certification(s) required by the General Permit. The principal executive officer, ranking elected official, or duly authorized representative (see Part VI.J. of the General Permit) shall document their determination by signing the "MS4 Acceptance" statement on the NOT. Failure to submit an NOT will result in the billing of annual regulatory fees.

### **IDENTIFYING REQUIRED COMPONENTS OF SWPPP AND STORMWATER PERMIT PROCESS**

#### **Is disturbance at least one acre?**

**No** - If the planned land disturbance is smaller than one acre and NYSDEC has not determined another need for a General permit, coverage will not be required. If another SPDES permit or other environmental permit are required for this site, NYSDEC may require a construction permit as well. For more information on other permits visit the Uniform Procedure Act (UPA)'s web site (<http://www.dec.ny.gov/permits/6081.html>) or contact the NYSDEC Region 1 Office (Sara Dorman (631) 444-0425).

**Yes** - All sites with at least one acre disturbance are required to prepare and implement an Erosion and Sediment Control Plan (ESCP).

#### **Does the site disturb more than five acres of land?**

**Yes - Condition B:** Prepare a Water Quality and Quantity Control plan (WQQCP) in addition to an ESCP.

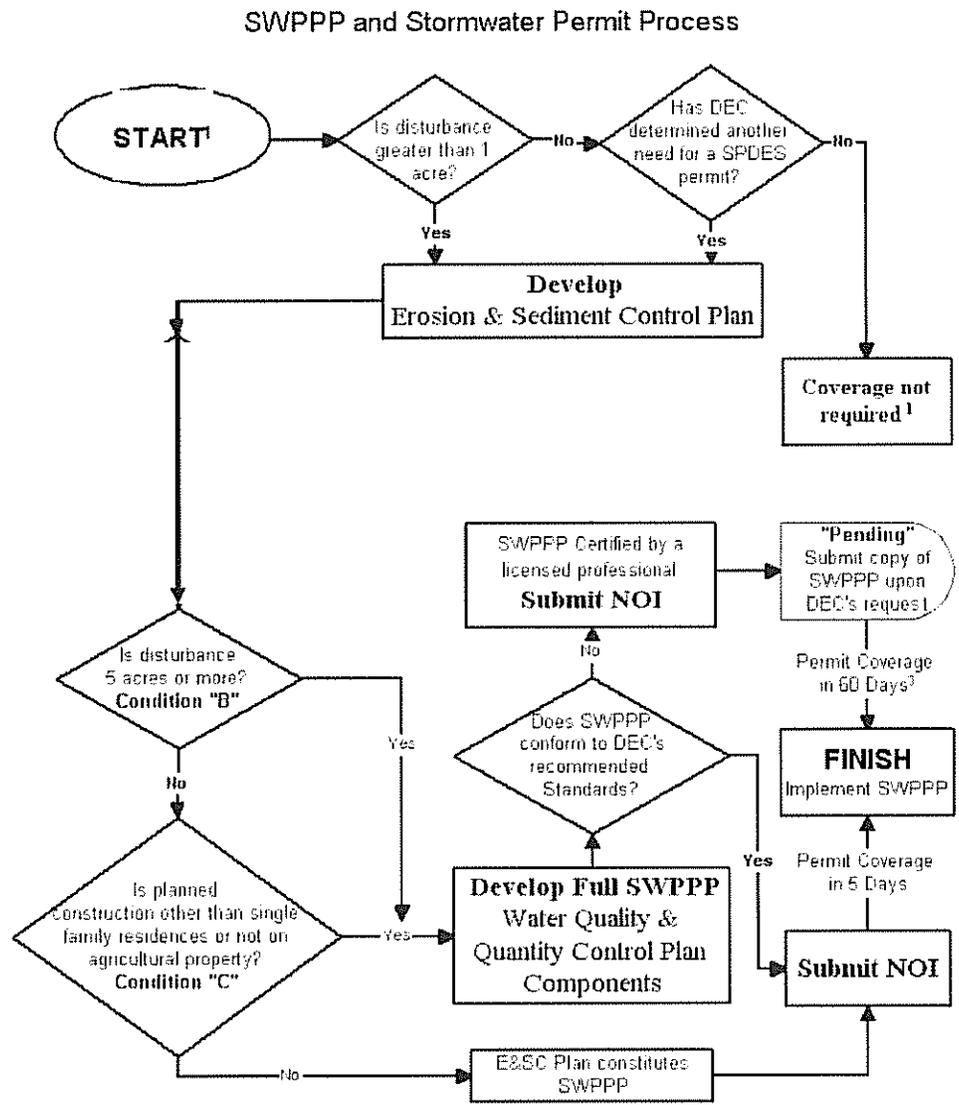
The owner or operator of a construction activity must obtain written authorization from:

Bill Spitz  
Regional Water Engineer  
Region 1  
New York State Department of Environmental Conservation  
SUNY @ Stony Brook  
50 Circle Road  
Stony Brook, NY 11790-3409  
(631) 444-0405

prior to disturbing greater than five acres of soil at any one time. The owner or operator of a construction activity in areas under the jurisdiction of a regulated, traditional land use control MS4 must obtain prior written authorization from the MS4 (provided the MS4 is not the owner

or operator of the construction activity) when disturbing greater than five acres of soil at any one time.

No - Go to next question



**NOTES:**

1. Under any of the above conditions other environmental permits may be required. DEC may require permit for construction disturbance < 1 acre on a case by case basis.
2. and the following exists: construction and/or stormwater discharges from the construction or post-construction site contain the pollutant of concern identified in the TMDL or 303(d) listing.
3. After receipt by DEC of completed application.

Figure 1- Stormwater Pollution Prevention Plan Component Flow Chart

**Is the site planned for construction other than those activities listed in Table 1 of the General Permit?**

**Yes** - Small construction activity that disturbs between 1 and 5 acres and is planned for land uses indicated in Table 2 of the General Permit such as: town houses, apartment complexes, institutional (places of worship, schools, hospital, government offices, police and fire stations), industrial or commercial development, must prepare WQWQCP components in addition to ESCP.

**No** - Any construction activity that disturbs between 1 and 5 acres and is planned for land uses indicated in Table 1 of the General Permit such as: Single-family residential homes or construction on agricultural properties need an Erosion and Sediment Control Plan only. The ESCP is considered a SWPPP for small sites.

**Submit NOI**

Construction may start five business days after the date indicated in the NYSDEC letter acknowledging receipt of the NOI for construction activities with a SWPPP that has been prepared in conformance with the technical standards referenced. Construction may start 60 business days after the date indicated in the NYSDEC letter acknowledging receipt of the NOI for construction activities with a SWPPP that has not been prepared in conformance with the technical standards.

Appendix E of the General Permit lists the 303(d) segments impaired by pollutants that are related to construction activity.

**BASICS OF A STORMWATER POLLUTION PREVENTION PLAN**

At a minimum, the SWPPP must include the information required in the General Permit. Applicants who decide to deviate from NYS technical standards need to prepare their plans according to the format, scale and calculation details identified below.

A SWPPP may be organized in the following format:

1. **Narrative Report** describes the general information about the site and the planned project.
2. **Maps** are used to illustrate the location of the features and technical details of the site.
3. **Plan Components**
  - Erosion and Sediment Control
  - Water Quality Control and Water Quantity Control
4. **Construction Sequence Schedule** is a schedule of ESC and construction activities to be implemented during and after construction.

To conform to NYSDEC's technical standards, practices must be designed according to the specifications documented in the Design Manual for water quality and quantity sizing criteria and performance standards. ESC practices must be designed according to Blue Book standards.

The following is a list of principles that an applicant should consider when developing their SWPPP. These principles are used in the plan review and evaluation of the SWPPP.

## **SOUND PLANNING PRINCIPLES**

### **Planning**

- Plan the development to fit the site.
- Identify limitations of site in planning process.
- Minimize clearing and grading.
- Blend perimeter grading with adjoining properties.
- Keep soil disturbance to smallest area or a few acres at a time.
- Follow the label instructions when using manufactured products.

### **Natural Features**

- Maintain vegetative cover of new constructed practices.
- Protect waterbodies, wetlands, wildlife & natural resources.
- Protect existing natural features and cultural resources and structures.
- Utilize the resources and physical features of the site in the design of stormwater controls.
- Avoid disturbance of sensitive areas and valuable resources (vegetative, water, wetlands).

### **Soil**

- Avoid disturbing steep slopes (Soil Slope Phase of E or F from the USDA Soil Survey for Suffolk County in hard copy or from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>). When using the web soil survey, enter the site address. When the project area is noted on the computer monitor, apply the AOI window. The Soil Map and Soil Data Explorer may then be used to identify soil types, Hydrologic Soil Groups (HSGs) and other characteristics pertinent to the SWPPP.
- Take extra measures when disturbing highly erodible soil (silt and fine sands).
- Minimize disturbing soils with low depth to bedrock.
- Avoid unnecessary compaction.
- Infiltration practices on soils with infiltration rates of less than 0.5"/hr may not be used.
- Infiltration practices on soils with infiltration rates greater than 5"/hr necessitate doubling the required WQv because an additional 100% of the WQv must be pre-treated.

### **Drainage**

- Consider drainage limitations in areas with seasonal high groundwater levels.
- Try to maintain the natural drainage systems instead of constructing closed systems. Must provide at least 2' separation between groundwater and the bottom of infiltration practices, but preferably 4' because Long Island contains a sole source aquifer. If less than 4' of separation is provided, the required WQv must be doubled because an additional 100% of the WQv must be pre-treated.
- If construction of closed conveyance systems is necessary, design to convey peak flows for 10-year, 24 hour storms.

- Divide the site into natural drainage areas.
- Divert the runoff from outside drainage.
- Runoff from the site to downstream areas must be controlled to pre-construction conditions. Runoff from impervious areas must be contained on-site.

### **Post-Construction Control**

- Implement techniques to prevent point discharge, provide on-site runoff control and replicate pre-construction hydrology for 1yr, 10 yr and 100 yr 24 hour storms:
- Zero runoff leaving site from impervious areas.
- Minimize total impervious area.
- Consider porous pavement if applicable.
- Disconnect rooftops.
- Disconnect impervious areas.
- Flatten slope.
- Increase flow path.
- Increase sheet flow.
- Increase roughness.
- Infiltration swales.
- Conserve natural areas.
- Vegetative filter strips.
- Vegetated open channels.

### **THE NARRATIVE REPORT**

1. Provide applicant information such as name and legal address on the cover sheet.
2. Provide address and complete description of the site along with background information about the scope of the project.
3. Provide a statement of stormwater management objectives.
4. Provide a brief description of pre-development conditions:
  - Identify the natural drainage areas and drainage points.
    - a. Name the bodies of waters and wetlands and describe the drainage structures on the site or impacted by the site.
    - b. Identify critical and environmentally sensitive areas such as highly erodible areas, steep slopes, natural resource conservation areas, and wildlife habitats.
    - c. Identify utility lines, easements, water supply wells, and sewage treatment systems.
    - e. Identify soil type:
      - i. General description (texture, permeability, drainage capacity).
      - ii. Hydrologic Soil Group (HSG) for hydrologic calculations.
      - iii. Utilize the USDA Soil Survey for Suffolk County in hard copy or from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.
    - f. Identify percent impervious surfaces.
5. Provide a brief description of planned post-development conditions, the stormwater runoff quality and quantity comparing to pre-development conditions, and the measures employed to maintain a safe stormwater discharge:
  - a. The proposed development and the scope of the SWPPP.

- b. Disturbed area in acres.
- c. Duration of activity, from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (inclusive of planned winter shutdowns)
- e. Duration of individual ESC and construction activities.
- f. Acreage and percentage of total site area of proposed impervious surfaces.
- g. Future utility lines, easements, water supply wells, and sewage treatment system.
- h. Define environmentally sensitive areas that will be protected from disturbance.
- i. Define the divide lines of drainage areas in the future site according to proposed changes.
- j. The SWPPP should include the following good housekeeping and pollution prevention measures:
  - i. Preventing litter, construction chemicals, and construction debris exposed to stormwater from becoming a pollutant source in storm water discharges (e.g., screening outfalls, picked up daily); and
  - ii. Describe how construction and waste materials will be stored on-site and the controls planned to reduce pollutants from these materials, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
- k. If the site discharges to a TMDL or 303d segment, it is the responsibility of the applicants to identify the requirements and accommodate them in the SWPPP.
- l. The plan must identify the contractor(s) and subcontractor(s) responsible for each measure and include a signed contractor certification statement from each participant. Signees must possess 4 hour contractor training certified by the NYSDEC and must be present on site daily during construction.
- m. Plans must include copies of the weekly inspection reports and plan modifications.

## MAPS

### **Attach Individual Maps:**

1. Provide, at minimum, a 1:24,000 scale map that identifies:
  - Location of the site.
  - Topography.
  - Offsite drainage area.
  - Bodies of water in the vicinity of the site.
2. Provide a 1"=50' minimum scale map that shows the **existing** condition of the site including:
  - Contour lines.
  - Drainage area.
  - Structures.
  - Natural resources and vegetative cover.
  - Waterbodies, perennial and intermittent streams.
  - Impervious surfaces.
3. Provide individual map(s) based on the requirement of each component of the SWPPP to show all the above features for the future condition of the site:
  - Final grading, areas of cuts and fills and change of land cover.
  - Future utility lines, easements, water supply wells, and sewage treatment systems.

- Locations of off-site material, waste, borrow or equipment storage areas for construction.
- Points of stormwater discharge, flow patterns, drainage areas and discharges to a surface water.
- All proposed practices: ESC (Erosion and Sediment Control Plan), water quality controls and water quantity controls (Water Quality and Water Quantity Control Plan).
- Boundaries of existing predominant vegetation and proposed limits of clearing.

## **PLAN COMPONENTS**

The three components of a SWPPP are: Erosion and Sediment Control; Water Quality Control and Quantity Control. The flow chart in Figure 1 can be used to determine the required components.

## **EROSION AND SEDIMENT CONTROL**

A generic ESC plan may be utilized for minor grading activities associated with small construction activities. Any sites with an approved standard grading plan also require an ESC plan designed for the site at the same time as the grading plan development. The following describes basic steps in preparing an ESC plan. A complete set of design specifications and maintenance requirements of all the ESC practices, included in individual construction details, may be found in the Blue Book.

### **Standards for Erosion and Sediment Control**

Follow construction sequence scheduling. The sequence of actions in an ESC plan is runoff control, stabilization, and then sediment control. The management practices used in each phase of the plan must be identified on the Construction Sequence Schedule and appropriate maps. Erosion and sediment control provisions should be included for all construction activities where any excavation, stripping, filling, grading or earth movement takes place. Provide dimensional details of proposed practices. The details must include plan views and cross sections, and design calculations used in the sizing and justification for the siting of selected practices.

### **1. Pre-Construction Actions:**

#### **Resource Protection**

- Evaluate, mark and protect important trees and associated rooting zones, wetlands, on-site septic systems absorption fields, etc.
- Protect existing vegetated areas suitable for filter strips, especially in perimeter areas.

#### **Surface Water Protection**

- Identify the drainage area in the plan. Divide the site into natural drainage areas.
- Divert the off-site clean runoff from entering disturbed areas.
- Identify bodies of water located either on site or in the vicinity of the site.
- Plan appropriate practices to protect on-site or downstream surface water.

#### **Stabilized Construction Entrance**

- Establish a temporary construction entrance to capture mud and debris from construction vehicles before they enter the public highway.

- Stabilize bare areas (entrances, construction routes, equipment parking areas) immediately as work takes place. Top these areas with gravel or maintain vegetative cover.
- Sediment tracked onto public streets should be removed or cleaned on a daily basis.

#### Perimeter Sediment Controls

- Silt fence material and installation comply with the NYSDEC standard drawing and specifications.
- Install silt fences based on appropriate spacing intervals (see Blue Book standard). Decrease this interval as the slope increases. Silt fence should be placed on or parallel to contours where there is no concentration of water flowing to the silt fence and where erosion occurs in the form of sheet erosion. The area below the silt fence should be undisturbed ground.
- Install principal basins after construction site is assessed. Size and construct basins according to Blue Book.
- Install additional sediment traps and barriers as needed during grading. Size and construct according to Blue Book.

## **2. Runoff and Drainage Control:**

#### Runoff Control

- Install practices after sediment traps are installed and before land grading starts.
- Control the runoff in each small drainage area before flow reaches runoff from entire site.
- Divert offsite or clean runoff from disturbed areas.
- Convey surface flows from highly erodible soil and steep slopes to more suitable stable areas.
- Runoff from existing or proposed cut and fill slopes should be redirected to areas with flatter slopes, vegetated coverage or other ESC measures to lower water velocity without causing erosion.
- Final site drainage should be designed to prevent erosion, concentrated flows to adjacent properties, uncontrolled overflow, and ponding.

#### Runoff Conveyance System

- Stabilize conveyance system.
- Channels and streambanks need to be seeded and/or vegetated with plants.
- Install check dams to slow down the velocity of concentrated flow.
- Protect existing natural drainage systems and streams by maintaining vegetative buffers and by implementing other appropriate practices.

#### Groundwater Recharge

- Install practices to infiltrate the runoff on the site as much as possible.
- Provide groundwater recharge to maintain the hydrologic regime of the downstream water bodies and simulate predevelopment hydrology.
- Use infiltration practices to prevent concentrated flows.

### Outlet stabilization

- Install practices to prevent erosion at discharge points, e.g., still basins, riprap, stone spreader.

### **3. Grading:**

- Limit the initial clearing and earth disturbance to that necessary to install sediment control measures. Excavation for footings, clearing, or other earth disturbance may only take place after the sediment and erosion controls are installed.
- Stockpile the topsoil removed from the site. The topsoil should be protected, stabilized and sited in a location away from the storm drains and waterbodies.
- Changes in grade or removal of vegetation should not disturb established buffers and should not be allowed within any regulated distance from wetlands, the high water line of a body of water affected by tidal action, or other such protected zones.
- Avoid disturbance of steep slopes.
- An undisturbed buffer should be maintained to control runoff from steep slopes within sensitive areas.
- Proposed grading should not impair existing surface drainage resulting in a potential erosion hazard impacting adjacent land or waterbodies. In such cases, a diversion must be provided to mitigate the potential hazard.

### **4. Erosion Control (Stabilization):**

- Implement erosion control practices to keep the soil in place.
- Stabilization should be completed immediately for the surface of all perimeter controls and perimeter slopes.
- When activities temporarily cease during construction, soil stockpiles and exposed soil should be stabilized by seed, mulch or other appropriate measures within seven days after construction activity has ceased.
- Apply temporary or permanent stabilization measures within seven days on all disturbed areas where work is delayed or completed.
- Consult the Blue Book for proper timing and application rate of seed, fertilizer and mulch.

### **5. Sediment Control:**

- At any location where surface runoff from disturbed or graded areas may flow off the construction area, sediment control measures must be installed to prevent sediment from being transported off site. Except for maintenance purposes to restore or maintain the intended line and grade, no grading, filling or other disturbance is allowed within existing drainage swales.
- Swales or other areas that transport concentrated flow should be appropriately stabilized.
- Downspout or sump pump discharges must have acceptable outfalls that are protected by splash blocks, sod, or piping as required by site conditions (i.e., no concentrated flow directed over fill slopes).

## **6. Maintenance and Inspection:**

- Identify the type, number and frequency of maintenance actions required for stormwater management and erosion control during construction and for permanent practices that remain on the site once construction is finalized. Refer to the Blue Book to verify the adequacy and appropriateness of ESC maintenance measures in relation to corresponding practices. For permanent measures, maintenance requirements are specified for individual practices in the Design Manual. Additionally, catch basins should be pumped when 10% full. Leaching pools and proprietary infiltration structures should be pumped annually.
- Inspections must be indicated on the Construction Sequence Schedule and performed every seven calendar days for disturbances of five acres or less, and twice every seven calendar days for disturbance of greater than five acres at any one time with a minimum of two calendar days between inspections.
- Inspections, must verify that all practices are adequately operational, maintained properly and that sediment is removed from all control structures as directed in the Blue Book depending upon the specific practice.
- Inspection, must look for evidence of the soil erosion on the site, potential of pollutants entering drainage systems, problems at discharge points (such as turbidity in receiving water), and signs of soil and mud transport from the site to the public road at the entrance.
- Identify the person or entities responsible for conducting the maintenance actions during construction and post-construction. Information provided should include company name, and contact name, address, phone number, fax number and email address.
- Retain a copy of the inspection reports on-site with the SWPPP.

## **7. Finalize Grading & Landscaping:**

- Identify the Landscape Plan once the construction is completed.
- All open areas, including borrow and spoil areas must be stabilized.
- Plan a permanent top soil, seed, sod, mulch, riprap or other stabilization practices in the remaining disturbed areas as appropriate.
- Stabilization must be undertaken no later than seven days after construction activity has ceased except as noted in the GP-02-01.
- Remove the temporary control measures.

## **8. Post Construction Controls:**

- Identify the permanent structural or non-structural practices that will remain on the site (WQWQCP).
- Ensure that the permanent structural or non-structural practices utilized during construction are properly designed to suit the post-construction site conditions.
- In finalizing the plan, evaluate the post-construction runoff condition on the site.
- Minimize the risk of concentrated flow and erosion.
- On-site runoff controls help reduce the risk of increased runoff velocity, erosion and point source discharge.

If only an Erosion and Sediment Control Plan is required, completion of the Construction Sequence Schedule will finalize the SWPPP. If a WQWQCP is required, proceed to Water Quality and Water Quantity Control Plan discussion.

### **WATER QUANTITY AND WATER QUANTITY CONTROL PLAN**

A Water Quality and Water Quantity Control Plan must be designed to meet NYSDEC's required sizing criteria and pollutant removal goals. These criteria are fully presented in the Chapter 4 and Chapter 5 of the Design Manual. Chapter 9 discusses Redevelopment. The following provides a list of information and calculations required for completing the water quality and quantity components of the SWPPP. The outline of the following plan may also be used by those who choose to deviate from NYSDEC's standards.

### **Water Quality and Quantity Plan Details**

Select stormwater management practices from the list of approved practices in Chapter 5 (Green Infrastructure), Chapter 6 (Performance Criteria) or Chapter 9 (Redevelopment) of the Design manual that suit the future condition of the site. Identify a list of selected practices along with a brief description and siting information. Location of these practices must also be identified on a map. The SWPPP must provide dimensional details of proposed practices and include summary tables of corresponding calculations for the design of the selected practices.

### **Mapping requirements:**

- Ensure that in addition to the general features identified previously, maps prepared for the site illustrate at a minimum:
  - Existing and proposed topography (minimum of 2-foot contours recommended) with proposed drainage areas.
  - Mapping of predominant soils from USDA soil surveys as well as location of any site specific borehole investigations that may have been performed. One infiltration test must be conducted within each type of soil on site in accordance with Appendix D of the Design Manual.
  - Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains and flow paths.
  - Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages.
  - Location and dimensions of proposed channel modifications, such as bridge or culvert crossings.
  - Location, size, maintenance access, and limits of disturbance of proposed structural stormwater management practices.
- Prepare representative cross-section and profile drawings and details of structural stormwater management practices and conveyances (i.e., storm drains, open channels, etc.). Drawings should include:
  - Existing and proposed structural elevations (e.g., invert of pipes, manholes, etc.).
  - Design water surface elevations.
  - Structural details of outlet structures, embankments, spillways, stilling basins, grade control structures, conveyance channels, etc.
  - Logs of borehole investigations that may have been performed along with supporting geotechnical report.

### Hydrologic and hydraulic analysis:

Conduct a hydrologic and hydraulic analysis for all structural components of the stormwater system (e.g., storm drains, open channels, swales, management practices, etc.) for applicable design storms. The analysis should include:

- Existing condition analysis for time of concentrations, runoff rates, volumes, velocities, and water surface elevations showing methodologies used and supporting calculations.
- Proposed condition analysis for time of concentrations, runoff rates, volumes, velocities, water surface elevations, and routing showing the methodologies used and supporting calculations.
- Final sizing calculations for structural stormwater management practices including contributing drainage area, storage, and outlet configuration:
  - Sizing for Water Quality (WQv) Control: Size the selected practices based on the 90% rule methodology defined in the Chapter 4 of the Design Manual. Identify the numeric values and provide calculations for:  
 $WQv = [(P)(Rv)(A)] / 12$   
 $Rv = 0.05 + 0.009(I)$   
 $I = \text{Impervious Cover (Percent)}$   
Minimum  $Rv = 0.2$   
 $P = 90\%$  Rainfall Event Number (See Figure 4.1)  
 $A = \text{site area in acres}$
  - Sizing for Water Quantity Controls. TR-55, TR-20 or equivalent such as HydroCAD may be used:
    - Channel Protection (Cpv), Default Criterion: Cpv = 24-hour extended detention of post-developed, 1-year, 24-hour storm event.
      - Channel Protection, Option for Sites Larger than 50 Acres: Distributed Runoff Control - geomorphic assessment to determine the bankfull channel characteristics and thresholds for channel stability and bedload movement.
    - Sizing for Overbank Flood (Qp): Control the peak discharge from the 10-year storm to 10-year pre-development rates.
    - Sizing for Extreme Storm (Qf): Control the peak discharge from the 100-year storm to 100-year pre-development rates. Safely pass the 100-year storm event.

**Note:** The requirements for channel protection, overbank flood, and extreme storm controls may not be necessary when stormwater discharges to large streams or tidal waters. Stormwater discharges to stream of the fifth order or larger or to a tidal water will not require the stormwater quantity controls. For guidance on identification of stream order refer to the Design Manual or visit <http://www.cotf.edu/ete/modules/waterq/wqphymethods.html> for additional information.

- Stage-discharge or outlet rating curves and inflow and outflow hydrographs for storage facilities (e.g., stormwater ponds and wetlands).
- Final analysis of potential downstream impact/effects of project, where necessary.
- Dam breach analysis, where necessary.

**Green Infrastructure:**

To minimize concentrated flow from a small site a few runoff control techniques may be implemented as described in Chapter 5 of the Design Manual. These provisions help prevent point discharge and provide on-site runoff control by infiltration. The goal is to minimize runoff and replicate pre-construction hydrology. The implemented techniques allow runoff from impervious areas to be infiltrated into the soil or filtered by overland flow or other mechanisms. A sensible site design is possible by taking advantage of infiltration capacity of the pervious area of the site. Depending on site-specific situations, on-site management of stormwater runoff can be accomplished by a combination of the following approaches.

**Conserve Natural Areas**

- Minimize total impervious area.
- Conserve forest retention areas, wetlands and buffers.
- Conserve lands in/on flood plains, steep slopes and open space.

**Disconnect Impervious Areas**

- Disconnect rooftops drainage.
- Disconnect other impervious areas.
- Install grid pavers.

**Sheet Flow to Buffers**

- Increase roughness.
- Vegetative filter strips.
- Flatten slope.
- Increase flow path.
- Increase sheet flow with level spreader.

**Use Open Channels**

- Vegetated open channels.
- Infiltration swales.
- Install check dams.

**Finalize landscaping:**

- Final landscaping plans for structural stormwater management practices and any site reforestation or revegetation.
- Provide structural calculations and construction specification, where necessary.

**Maintenance plan:**

Maintenance plan must include:

- Name, address, phone number, fax number, email address and contact name of responsible parties for maintenance.
- Description of annual maintenance tasks.
- Description of applicable easements.
- Description of funding source.
- Minimum vegetative cover requirements.

- Access and safety issues.
- Testing and disposal of sediments that will likely be necessary.
- Evidence of acquisition of all applicable local and non-local permits.
- Evidence of acquisition of all necessary legal agreements (e.g., easements, covenants, land trusts).

#### **SCHEDULE - CONSTRUCTION SEQUENCE SCHEDULING**

Prepare a schedule for activities during and after construction. Define the sequence of implementing the ESC and water quality / quantity control practices identified in your SWPPP. This schedule must identify activities during the period prior to soil disturbance through site stabilization. Also identify the inspection and maintenance measures during and after construction. Quantity of practices may be identified by the number of units or any other type of measures identified in the SWPPP. All the planned activities should be marked on corresponding maps. A copy of the schedule along with the maps should be available at the construction site. In addition to the ESC measures listed below, Construction Sequence Scheduling should contain major construction activities.

Type	Activities (Identify name of planned practices)	Number (Quantity)	Map Symbols	Start Date/End Date	Maintenance Actions
1 – Pre- Construction Actions					
2 – Runoff and Drainage Control					
3 - Grading					
4 – Erosion Control					
5 – Sediment Control					
6 – Maintenance , Inspection and Plan Update					
7 – Finalize Grading and Landscaping					
8 – Post Construction Stormwater Management					

**SWPPP APPROVAL AND MS4 ACCEPTANCE FORM** Upon SWPPP approval by the Town, a letter is mailed to the applicant with the completed MS4 Acceptance form, signed by the SMO or authorized designee. The letter should state that the SWPPP has been approved, the completed and signed MS4 Acceptance form is attached and that the applicant must forward the MS4 Acceptance form and the completed NOI to the NYSDEC.

COMPLIANCE INSPECTION REVIEW PROCEDURE

**1.0 INTRODUCTION AND PURPOSE**

This document is for use by regulatory oversight construction stormwater inspectors from the Town of Riverhead for performing compliance inspections. This document is intended to be used in conjunction with the New York State Standards and Specifications for Erosion and Sediment Control, August 2005.

**1.1 Compliance Inspections**

Regulatory compliance inspections are intended to determine compliance with the Town of Riverhead Code for control of construction stormwater through erosion and sediment control and post construction practices. Compliance inspections focus on determinations of compliance with legal and water quality standards. Typically, compliance inspections can be further sub-categorized to include comprehensive inspections, and follow-up inspections.

Compliance inspectors will focus on determining whether:

- The project is causing water quality standard violations;
- The required Stormwater Pollution Prevention Plan (SWPPP) includes appropriate erosion and sediment controls and, to some extent, post construction controls;
- The owner/operator is complying with the SWPPP;
- Where required, self-inspections are being properly performed; and
- Where self-inspections are required, the owner/operator responds appropriately to the self-inspector's reports.

**1.1.1 Comprehensive Inspection**

Comprehensive inspections are designed to verify permittee compliance with all applicable regulatory requirements, effluent controls, and compliance schedules. This inspection involves records reviews, visual observations, and evaluations of management practices, effluents, and receiving waters.

Comprehensive inspections are conducted according to a neutral or random inspection scheme, and in accordance with established priorities. A neutral monitoring scheme provides some objective basis for scheduling inspections and sampling visits by establishing a system for setting priorities to ensure that a particular facility is not unfairly selected for inspection or sampling. The schedule for initial inspections is based upon the construction start date as inspectors should visit a site as soon as possible after construction begins. The selection of which facility to inspect after the initial inspection is made without bias to ensure that the regulatory oversight authority, if challenged for being arbitrary and capricious in manner, can reasonably defend itself. Follow up inspection schedules are based on the number of complaints, the history of compliance violations and the length of the project. Numerous complaints and/or violations and a project violation of one or more years will result in several additional inspections. A site having relatively few or no violations or complaints after the initial inspection with a duration of less than one year will most likely receive a final inspection when construction is substantially complete.

A neutral inspection scheme sets the criteria the inspector uses to choose which facilities to inspect, but the schedule for the actual inspection remains confidential, and is kept separate from the neutral plan.

Routine comprehensive compliance inspection are typically unannounced or conducted with very little advance warning.

## **2.0 PRE-INSPECTION ACTIVITIES**

### **2.1 Regulatory Oversight Authorities**

Before arriving on-site to conduct the inspection, considerations concerning communication, documentation and equipment must be made.

Regulatory oversight authority is granted by Town Code to allow for authorized representatives of the Town to perform all the duties of an inspector.

#### **2.1.1 Communication**

##### **Announced vs. Unannounced Inspection**

Inspections may be announced or unannounced. Each method has its own advantages and disadvantages. Unannounced inspections are preferred. However, many job sites are not continuously manned, or not always staffed by someone who is familiar with the SWPPP, thus necessitating an announced inspection. As an alternative, when an announced inspection is necessary, inspectors typically give 24 hours advanced warning.

##### **Itinerary**

For obvious safety reasons, inspectors should be sure to inform someone in their office which site or sites they will be visiting prior to leaving the office to perform inspections.

#### **2.1.2 Documentation**

The inspector should review any available information such as:

- Notice of Intent (NOI)
- SWPPP
- Past inspection records
- Construction sequence schedule
- Self-inspection and maintenance schedules
- Site specific issues
- Consent Orders
- Access agreements

##### **Inspection Form**

The inspector carries copies of, and is familiar with, the inspection form used by the Town's oversight authority (Attachment 1) before leaving the office. Static information such as name, location and permit number can be entered onto the inspection form prior to arriving at the inspection site.

##### **Credentials**

Inspectors always carry proper identification to prove that they are employed by the Town. Failure to display proper credentials may be legal grounds for denial of entry to a site.

### **2.1.3 Equipment**

#### **Personal Protective Equipment**

Town employees conform to the Occupational Safety and Health Act (OSHA) health and safety requirements specified at: [www.osha.gov/dep/etools/ehasp/](http://www.osha.gov/dep/etools/ehasp/) to develop a health and safety plan.

The following is a list of some of the most common health and safety gear that may be needed:

- Hard hat (Class G, Type I or better)
- Safety toe shoes
- Reflective vest
- Hearing protection (to achieve 85 decibels adjusted (dBA) - 8 hr time weighted average (TWA))
- Safety glasses with side shields

If the construction is on an industrial site or a hazardous waste site, special training may be required prior to entering the site. The inspector will consult with OSHA or New York State Department of Environmental Protection (NYSDEC) prior to entering such a site.

#### **Monitoring Equipment**

The following is a list of some equipment that may be helpful to document facts and verify compliance:

- Digital camera
- Measuring tape or wheel
- Hand level or clinometers
- Turbidity meter (in limited circumstances)

## **3.0 ON-SITE INSPECTION PROCESS**

### **3.1 Compliance Inspections**

#### **3.1.1 Professionalism**

Inspectors will not pretend to possess knowledge unless they have experience with a particular management practice. Asking questions, within reason, is one of the inspector's main roles to obtain new information about a management practice, construction technique or piece of equipment.

The inspector will not recommend solutions or endorse products. The solution to a compliance problem may appear obvious based on the inspector's experience. However, the responsibility is placed on the site owner to implement a workable solution to a compliance problem that meets NYSDEC standards. The inspector will refer the site operator to the New York Standards and Specifications for Erosion and Sediment Control (the Blue Book) or the New York State Stormwater Management Design Manual, August 2010 (the Design Manual).

Key advice is offered carefully. An example response by a Town inspector is: "I can't direct you or make recommendations, but what we've seen work in other situations is ..." The way inspectors present themselves is important to the effectiveness of the inspection. An inspector is not overly familiar, but establishes a minimum level of communication.

### **3.1.2 Safety**

Some general protections for construction sites are:

- Being aware of heavy equipment, avoiding operator blind spots and making sure of operator eye contact around heavy equipment.
- Avoiding walking on rock rip-rap if possible. Loose rock presents a slip hazard.
- Avoiding confined spaces such as tanks, trenches and foundation holes.
- Avoiding lightning danger by monitoring weather conditions, by staying away from water, open areas and high points, and by not huddling in groups or near trees.
- Protecting oneself from sun and heat exposure. Use sun screen or shading clothing. Remaining hydrated by drinking water, watching for signs of heat cramps, exhaustion (fatigue, nausea, dizziness, headache, or cool or moist skin), or stroke (high body temperature; red, hot and dry skin).
- Protecting oneself from cold weather. Wear multiple layers of thin clothing. Wear a warm hat. Drink warm fluids or eat hot foods, and keep dry.
- Avoiding scaffolding in excess of 4 feet above grade.
- Being aware of ticks, stinging insects, snakes and poison ivy or sumac.

### **3.1.3 Legal access**

For sites that maintain an open permit or than have gained site plan approval, the Town has authority to enter the site. If the owner/operator's onsite representative denies access, the inspector will not enter. Under these circumstances a Town Attorney will be immediately notified and consideration given to soliciting the aid of a law officer to obtain entry. If no representative of the owner/operator is onsite and the site is fenced or posted, the Town will make all reasonable efforts to identify, contact and notify the owner/operator of the Town's entry. If the inspector has made all reasonable efforts to contact the owner/operator, but was unable to do so, the site may then be accessed. All efforts will be taken not to cause any damage to the facility.

### **3.1.4 Find the Legally Responsible Party (Construction Manager, Self-inspector)**

The first action of a compliance inspector upon entering a construction site is to locate the construction trailer or the construction or project manager if available. The inspector will present appropriate identification to the owner/operator or associated representative and state the reason for the inspection; construction stormwater complaint response or routine construction stormwater inspection. If the inspection is initiated as a response to a complaint, frequently the owner/operator will ask who originated the complaint. Private individual complainants are kept confidential by the Town. If the complainant is another regulatory oversight authority, the Town may make that known to the owner/operator or authorized representative.

### **3.1.5 On-site records review (NOI, SWPPP, Self-inspection Reports, Permit)**

Generally, the compliance inspector will next review the on-site records. Verify that a copy of the construction stormwater permit and NOI are on-site. Verify that the acreage, site conditions, and receiving water listed on the NOI are accurate. Compare the on-site documentation with documentation already submitted to, or obtained by, the compliance inspector.

Self-inspection reports are a significant tool for the compliance inspector to determine the performance history of the site. The self-inspection reports must be performed according to the

required frequency. Self-inspection reports must include all the details required by the permit. The compliance inspector will become familiar with the report and use that familiarity to judge whether the self-inspections are being performed correctly and that the site operator is correcting deficiencies noted in the report.

### **3.1.6 Walk the Site**

During wet weather conditions, it may be advantageous to observe the receiving waters prior to walking the rest of the site. At some point during the inspection, the receiving water conditions will be observed and noted. It is critical to note whether there is a substantial visible contrast to natural conditions, or evidence of deposition, streambank erosion, construction debris or waste materials (e.g. concrete wash down) in the receiving stream.

Actual implementation and maintenance of practices on-site will be compared to how implementation and maintenance is detailed in the SWPPP. At a minimum, the compliance inspector will observe all areas of active construction. Observing equipment or materials storage, recently stabilized areas, or stockpile areas is also appropriate to evaluate the effectiveness of management practices.

### **3.1.7 Taking Photographs**

Evidence of poor receiving water conditions and poor or ineffective practices will be documented with digital photographs. Those photographs will be stored electronically in labeled and dated folders. Photos will also be included in the site inspector's report.

Take photographs of good practices to document compliance.

### **3.1.8 Exit Interview**

Clearly communicate expectations and consequences. If it is clear from the inspection that the owner/operator must modify the SWPPP, or modify management practices within an assigned period (e.g. 24 hours, 48 hours, one week, two weeks), such findings will be communicated at the time of the exit interview. The inspector will assign the period based on permit requirements. If permit requirements do not exist for the present issue, the time period will be based on a reasonable period expected for completion of the required modifications and the level of risk to water quality associated with failure to make such modifications.

The inspector will clearly indicate the Town's right for future enforcement actions. If the Town determines that additional enforcement actions are necessary, the inspector will not assure the owner/operator that the current situation is acceptable.

## **4.0 POST-INSPECTION ACTIVITIES**

### **4.1 Regulatory Oversight Authorities**

Upon completion of an inspection, inspection results will be documented for the record.

#### **4.1.1 Written Notification**

The inspector will inform the permittee or the on-site representative of the inspection results in writing by transmitting a complete, signed copy of the inspection report. The inspection report

will be transmitted under a cover letter which elaborates any deficiencies noted in the inspection report and includes supporting photographs. Exceptional efforts by the owner/operator will not be commended in the letter enforcement efforts will be undermined if the compliance status at a site declines.

The inspector will provide a copy of the cover letter and inspection report to other parties associated with the project, including:

- Owner/operator's on-site representative.
- Other related regulatory oversight authorities.
- Other parties present during the inspection.
- All parties copied during the SWPPP review process.

An example of the inspection cover letter is included as Attachment 2.

#### **4.1.2 Inspection Tracking**

The Town has developed an electronic tracking system in which to record the inspections.

**Plan Review Checklists**

**Example Checklist for Preliminary/Concept  
Stormwater Management Plan Preparation and Review**

- Applicant information
- Name, legal address, and telephone number
- Common address and legal description of site
- Vicinity map
- Existing and proposed mapping and plans (recommended scale of 1" = 50'.) which illustrate at a minimum:
  - ▶ Existing and proposed topography (minimum of 2-foot contours recommended)
  - ▶ Perennial and intermittent streams
  - ▶ Mapping of predominant soils from USDA soil surveys
  - ▶ Boundaries of existing predominant vegetation and proposed limits of clearing
  - ▶ Location and boundaries of resource protection areas such as wetlands, lakes, ponds, and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks)
  - ▶ Location of existing and proposed roads, buildings, and other structures
  - ▶ Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements
  - ▶ Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains
  - ▶ Flow paths
  - ▶ Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages
  - ▶ Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings
  - ▶ Preliminary location, size, and limits of disturbance of proposed stormwater treatment practices
- Hydrologic and hydraulic analysis including:
  - ▶ Existing condition analysis for runoff rates, volumes, and velocities presented showing methodologies used and supporting calculations
  - ▶ Proposed condition analysis for runoff rates, volumes, and velocities showing the methodologies used and supporting calculations
  - ▶ Preliminary analysis of potential downstream impact/effects of project, where necessary
  - ▶ Preliminary selection and rationale for structural stormwater management practices
  - ▶ Preliminary sizing calculations for stormwater treatment practices including contributing drainage area, storage, and outlet configuration
- Preliminary landscaping plans for stormwater treatment practices and any site reforestation or revegetation
- Preliminary erosion and sediment control plan that at a minimum meets the requirements outlined in local Erosion and Sediment Control guidelines
- Identification of preliminary waiver requests

## **Example Checklist for Final Stormwater Management Plan Preparation and Review**

- Applicant information
  - Name, legal address, and telephone number
- Common address and legal description of site
- Signature and stamp of registered engineer/surveyor and design/owner certification
- Vicinity map
- Existing and proposed mapping and plans (recommended scale of 1" = 50' or greater detail) which illustrate at a minimum:
  - ▶ Existing and proposed topography (minimum of 2-foot contours recommended)
  - ▶ Perennial and intermittent streams
  - ▶ Mapping of predominant soils from USDA soil surveys as well as location of any site-specific borehole investigations that may have been performed.
  - ▶ Boundaries of existing predominant vegetation and proposed limits of clearing
  - ▶ Location and boundaries of resource protection areas such as wetlands, lakes, ponds, and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks)
  - ▶ Location of existing and proposed roads, buildings, and other structures
  - ▶ Location of existing and proposed utilities (e.g., water, sewer, gas, electric) and easements
  - ▶ Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains
  - ▶ Flow paths
  - ▶ Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages
  - ▶ Location and dimensions of proposed channel modifications, such as bridge or culvert crossings
  - ▶ Location, size, maintenance access, and limits of disturbance of proposed structural stormwater Management practices
- Representative cross-section and profile drawings and details of structural stormwater Management practices and conveyances (i.e., storm drains, open channels, swales, etc.) which include:
  - ▶ Existing and proposed structural elevations (e.g., invert of pipes, manholes, etc.)
  - ▶ Design water surface elevations
  - ▶ Structural details of outlet structures, embankments, spillways, stilling basins, grade control structures, conveyance channels, etc.
  - ▶ Logs of borehole investigations that may have been performed along with supporting geotechnical report.

- Hydrologic and hydraulic analysis for all structural components of stormwater system (e.g., storm drains, open channels, swales, Management practices, etc.) for applicable design storms including:
  - Existing condition analysis for time of concentrations, runoff rates, volumes, velocities, and water surface elevations showing methodologies used and supporting calculations
  - ▶ Proposed condition analysis for time of concentrations, runoff rates, volumes, velocities, water surface elevations, and routing showing the methodologies used and supporting calculations
  - ▶ Final sizing calculations for structural stormwater Management practices including, contributing drainage area, storage, and outlet configuration
  - ▶ Stage-discharge or outlet rating curves and inflow and outflow hydrographs for storage facilities (e.g., stormwater ponds and wetlands)
  - ▶ Final analysis of potential downstream impact/effects of project, where necessary
  - ▶ Dam breach analysis, where necessary
- Final landscaping plans for structural stormwater Management practices and any site reforestation or revegetation
- Structural calculations, where necessary
- Applicable construction specifications
- Erosion and sediment control plan that at a minimum meets the requirements of the local Erosion and Sediment Control Guidelines
- Sequence of construction
- Maintenance plan which will include:
  - ▶ Name, address, and phone number of responsible parties for maintenance.
  - ▶ Description of annual maintenance tasks
  - ▶ Description of applicable easements
  - ▶ Description of funding source
  - ▶ Minimum vegetative cover requirements
  - ▶ Access and safety issues
  - ▶ Testing and disposal of sediments that will likely be necessary
- Evidence of acquisition of all applicable local and non-local permits
- Evidence of acquisition of all necessary legal agreements (e.g., easements, covenants, land trusts)
- Waiver requests
- Review agency should have inspector's checklist identifying potential features to be inspected on site visits

<h2 style="margin: 0;">EROSION AND SEDIMENT CONTROL PLAN REVIEW CHECKLIST</h2>
------------------------------------------------------------------------------------

Project Name \_\_\_\_\_ Site Location \_\_\_\_\_

Applicant's Name & Address \_\_\_\_\_  
 \_\_\_\_\_

### General

A narrative statement shall be provided that describes the proposed project nature and purpose; the existing site conditions including topography, vegetation and drainage; adjacent and off-site areas affected by the project; description of the soils on the site and key properties; notations of critical areas such as steep slopes, channels or wetlands; the overall phasing, sequencing and stabilization plan; total disturbed area and those not to be disturbed.

#### I. Construction Drawings

Are the following items shown on the construction drawings:	<u>Yes</u>	<u>No</u>
1. Vicinity Map with scale and north arrow	_____	_____
2. Legend, scales, N arrow on plan view	_____	_____
3. Existing and proposed topography shown with contours labeled with spots elevations in critical areas	_____	_____
4. Scope of the plan noted in the Title Block	_____	_____
5. Limits of clearing and grading shown	_____	_____
6. Existing vegetation delineated	_____	_____
7. Soil boundaries shown on the plan view	_____	_____
8. Existing drainage patterns, 100 year floodplain and sub-areas shown	_____	_____
9. Existing and proposed development facilities/ improvements shown	_____	_____
10. Location of Erosion and Sediment control practices as phased with construction	_____	_____
11. Phasing plan with 5 acre threshold limits shown	_____	_____
12. Stockpile locations, staging areas and access points clearly defined	_____	_____
13. Street profiles, utility locations, property boundaries and, easement delineations shown	_____	_____

II.	<u>Construction Notes &amp; Details</u>	<u>Yes</u>	<u>No</u>
	1. Specific sequence of operation given for each phase	_____	_____
	2. Inspection and maintenance schedule shown for the specific practices	_____	_____
	3. Design details show all dimensions and installation details necessary for construction	_____	_____
	4. Implementation schedule for E&S practices is provided with removal criteria stated	_____	_____
	5. Construction waste management plan incorporated in the notes	_____	_____
	6. Site Inspections during construction are noted on the drawings and is in accordance with the General Permit for Stormwater Discharges from Construction Activities	_____	_____

III. Erosion & Sediment Control Practices

A.	General	<u>Yes</u>	<u>No</u>
	1. Practice meets purpose and design criteria	_____	_____
	2. Standard details and construction notes are provided	_____	_____
	3. Special timing of practice noted if applicable	_____	_____
	4. Provisions for traffic crossings shown on the drawings where necessary	_____	_____

B.	Practices Controlling Runoff	<u>Yes</u>	<u>No</u>
	1. Positive drainage is maintained with contributing drainage area shown	_____	_____
	2. Flow grades properly stabilized	_____	_____
	3. Adequate outlet or discharge condition stabilized	_____	_____
	4. Necessary dimensions, gradations, calculations, and materials shown	_____	_____

C.	Practices Stabilizing Soil	<u>Yes</u>	<u>No</u>
	1. Seeding rates and areas properly shown on the drawings	_____	_____
	2. Mulch materials and rates specified on the drawings	_____	_____
	3. Sequencing and timing provisions limit soil exposure to 14 days	_____	_____

C. Practices Stabilizing Soil (cont'd)	<u>Yes</u>	<u>No</u>
4. Rolled Erosion Control Products (RECP's) used are specified to location and appropriate weight/tie down	_____	_____
5. All soil seed bed preparation and amendments are specified on the drawings or in the specifications	_____	_____
6. The seeding dates are specified to cover the entire year for both temporary and permanent seedings	_____	_____
7. Maximum created slope is no steeper than 2 foot horizontal to 1 foot vertical with Cut and Fill slopes shown	_____	_____

D. Practices Controlling Sediment	<u>Yes</u>	<u>No</u>
1. Sediment traps/basins are sized in accordance with criteria	_____	_____
2. The contributing drainage area is shown on the grading plan	_____	_____
3. All scaled dimensions and volumes are shown on the plan	_____	_____
4. Maintenance requirements and clean out elevations established for all sediment control practices (50% capacity)	_____	_____
5. All access points of the project are shown to be stabilized	_____	_____
6. Storm drain inlets adequately protected	_____	_____
7. Silt fences are shown on the contour lines with no more than one quarter acre per 100 foot drainage to it	_____	_____
8. Temporary sediment traps being used at locations of future stormwater infiltration facilities	_____	_____

**Additional Comments**

Plan Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

10.16.12  
120824

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 824**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
D & B ENGINEERS AND ARCHITECTS, P.C.,**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

**WHEREAS**, D & B Engineers and Architects, P.C., is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with D & B Engineers and Architects, P.C., regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Cabrera, D & B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, 11797; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney.

**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**

**THE TOWN OF RIVERHEAD**

**AND**

**D & B ENGINEERS AND ARCHITECTS, P.C.**

AGREEMENT made this        day of            2012, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and D & B ENGINEERS AND ARCHITECTS, P.C., with principal offices at 330 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no.            dated            the Town of Riverhead is desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1.        **TERM OF AGREEMENT**

The term of this Agreement shall be effective for one (1) year commencing on, 2012 and terminating on \_\_\_\_\_, 2013. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

## 2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-

002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule, subject to reasonable notice to Engineer/Consultant.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement and are accordingly attached as schedules hereto:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form

approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

### 3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that Kenneth J. Pritchard, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/ Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory

authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of

Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director  
Suffolk County Real Property Tax Service Agency  
300 Center Drive  
Riverhead, New York 11901-3398

*Failure to provide the required written notification shall be a violation of this Agreement.*

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit

for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the

services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The hourly billable rate for the project or milestone /portion of the project (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2012, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For Kenneth J. Pritchard, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer or site inspection by any party (including but not limited to Steven Cabrera, Christopher Clement, Jason Tonne, Steve Patak, Meredith Byers, John Cammarano, Adam Silbert, Anthony Raguseo and Phil Minicozzi), the billable rate shall be \$110.00 per hour for the term of this Agreement. However, commute time to and from the

inspection site shall be a non-billable cost.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following

statement signed by Consultant or an officer or duly authorized representative: “I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement.” Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

## 6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
  - a) General aggregate - \$4,000,000.00
  - b) Products completed, operations aggregate - \$2,000,000
  - c) Personal and advertising injury - \$2,000,000.00
  - d) Each occurrence - \$2,000,000.00
  - e) Fire damage - \$50,000.00
  - f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

- 2) Automobile liability:
    - a) Any auto coverage - \$1,000,000.00
    - b) Hired autos - \$1,000,000.00
    - c) Non-owned auto coverage - \$1,000,000.00
  - 3) Workers' Compensation Insurance and Employer Liability
    - a) Each accident - \$100,000.00
    - b) Disease - policy limit \$500,000.00
    - c) Disease - each employee \$100,000.00
  - 4) Disability Benefits - Liability (Statutory requirements)
  - 5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.
- And/or
- 6) Excess Umbrella Liability Insurance Coverage addressing the above policy limits subject to approval of the Town.

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

## 7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising as a result of the negligent performance of work under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract

or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901  
Att: Riverhead Town Attorney

D & B ENGINEERS AND ARCHITECTS, P.C.  
330 Crossways Park Drive  
Woodbury, New York 11797  
Att: Kenneth J. Pritchard, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally

sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

#### 10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

#### 11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be

deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

D & B ENGINEERS AND ARCHITECTS, P.C.      TOWN OF RIVERHEAD

By: \_\_\_\_\_  
Kenneth J. Pritchard, P. E., Vice-President

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

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

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



## SCHEDULE 1

### STORMWATER POLLUTION PREVENTION PLAN REVIEW INSTRUCTIONS

#### **PURPOSE OF THIS DOCUMENT**

The purpose of this document is to provide instructions for reviewing a Storm Water Pollution Prevention Plan (SWPPP) for stormwater discharges from construction activities. This outline identifies required components of SWPPPs, provides examples of narratives, forms, schedules and maps required for a SWPPP, and introduces the reference documents utilized in this process.

The flow chart in Figure 1 identifies conditions in which various components of the SWPPP must be prepared. If a site is required to have a full SWPPP, this plan must be expanded to meet all the requirements of the water quality and quantity sizing criteria outlined in the New York State Stormwater Management Design Manual (August 2010) (Design Manual). New York State Standards and Specifications for Erosion and Sediment Control (August 2005) (Blue Book) must be used for the design of erosion and sediment control practices. The Design Manual and Blue Book are the designated technical standards referenced in the General Permit. All the reference documents pertaining to New York State (NYS) technical standards along with other useful guidance documents are provided either on the New York State Department of Environmental Conservation (NYSDEC) web site or listed at the end of this document.

The NYSDEC Central Office (Dave Gasper (518) 402-8114) or Region 1 Office (Sara Dorman (631) 444-0425) may be contacted for questions about the Construction General Permit and the associated Notice Of Intent (NOI) and Notice Of Termination (NOT) forms. The Stormwater Interactive Map (<http://www.dec.ny.gov/pubs/42937.html>) may be used to look up some basic geographic information such as site coordinates, the locations of TMDL and 303(d) impaired water bodies and whether a municipality is required to maintain an MS4 permit or not.

#### **WHAT IS A CONSTRUCTION PERMIT NOI?**

Stormwater discharges from construction activities, that disturb one or more acres of land must obtain a permit. The NOI discussed in this document is the means to obtain coverage under the NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-10-001) (General Permit). The NOI is also used for transition between General Permit renewals.

The NOI is a 10 page form which summarizes key information provided in a SWPPP. This information includes contact information for the site operator, contact information for those maintaining the site during both construction and the post-construction period, the Water Quality Volume (WQV) for the site and peak runoff rates for the one, ten and 100 year storms during both the pre- and post-construction periods.

A completed NOI must be submitted with the SWPPP. The General Permit and the NOI are posted on the NYSDEC's web site (<http://www.dec.ny.gov/chemical/43133.html>).

#### **WHO MUST FILE A NOTICE OF INTENT FORM?**

The United States Environmental Protection Agency (USEPA) prohibits point source discharges of stormwater to waters of the United States without a permit issued under the National Pollutant Discharge Elimination System (NPDES). The NYSDEC is delegated by the USEPA to administer its State Pollutant Discharge Elimination System (SPDES) program in lieu of USEPA's NPDES program. The operator of a stormwater discharge which qualifies for coverage

under the General Permit must submit a completed NOI form in order to obtain permit coverage. The General Permit specifies possible restrictions on eligibility of coverage.

### **WHAT IS A SWPPP?**

A SWPPP is a plan for controlling runoff and pollutants from a site during and after construction activities. The principle objective of a SWPPP is to comply with the General Permit by planning and implementing the following practices:

- Reduction or elimination of erosion and sediment loading to waterbodies during construction;
- Control of the impact of stormwater runoff on the water quality of the receiving waters;
- Control of the increased volume and peak rate of runoff during and after construction; and
- Maintenance of stormwater controls during and after completion of construction.

A well-designed SWPPP requires proper selection, sizing and siting of stormwater management practices to protect water resources from stormwater impacts. Erosion and sediment controls and water quantity and water quality controls are inter-related components of a SWPPP.

### **WHAT IS THE PROCESS FOR PREPARING AN NOI?**

The process starts before the submittal of an NOI with the development of a SWPPP and identification of the required plan elements for the proposed project.

#### **1. Identify plan components**

Use the flow chart in Figure 1 and the accompanying instructions to identify required SWPPP components. All sites are required to prepare an Erosion and Sediment Control Plan (ESCP) component to control the stormwater discharge during construction. The flow chart helps identify if Water Quantity Control or Water Quality Control Plan (WQWQCP) components are required.

#### **2. SWPPP Preparation**

A SWPPP is developed for each individual site by collecting appropriate data and conducting a site visit and evaluation of the specific site. All components of a SWPPP should be prepared and incorporated in the site plan prior to submittal to the local reviewing agency. If the development project is phased, the SWPPP must include the entire site incorporate long-term provisions for the larger plan. The details of each component of the SWPPP must be provided in narratives, tables, schedules, maps, and construction drawings, as appropriate.

A SWPPP must be ready for implementation before an NOI is completed. The SWPPP is valid only if development of the lot proceeds in accordance with state, county or local laws and the regulations governing sediment control, land use, flood control, and environmental impact.

#### **3. NOI Preparation**

The form is available on-line in an electronic form at [http://www.dec.ny.gov/docs/water\\_pdf/noipgr10.pdf](http://www.dec.ny.gov/docs/water_pdf/noipgr10.pdf).

#### **4. Implement the SWPPP**

The plan is only effective if implemented and updated as necessary. The site plan and SWPPP must be accessible at all times for inspection. Construction may begin upon receiving a letter of acknowledgment from the NYSDEC issuing a permit identification number.

#### **5. Terminate the coverage**

When the project is completed and the site is stabilized, the coverage must be terminated. To cancel coverage under the General Permit, a NOT form must be completed and submitted to the NYSDEC. MS4s must sign the NOT certifying that it is acceptable for the owner or operator of a construction project to submit the NOT to the NYSDEC. The determination to certify the NOT may be reached by a Town final site inspection or by accepting the Qualified Inspector's final inspection certification(s) required by the General Permit. The principal executive officer, ranking elected official, or duly authorized representative (see Part VI.J. of the General Permit) shall document their determination by signing the "MS4 Acceptance" statement on the NOT. Failure to submit an NOT will result in the billing of annual regulatory fees.

### **IDENTIFYING REQUIRED COMPONENTS OF SWPPP AND STORMWATER PERMIT PROCESS**

#### **Is disturbance at least one acre?**

**No** - If the planned land disturbance is smaller than one acre and NYSDEC has not determined another need for a General permit, coverage will not be required. If another SPDES permit or other environmental permit are required for this site, NYSDEC may require a construction permit as well. For more information on other permits visit the Uniform Procedure Act (UPA)'s web site (<http://www.dec.ny.gov/permits/6081.html>) or contact the NYSDEC Region 1 Office (Sara Dorman (631) 444-0425).

**Yes** - All sites with at least one acre disturbance are required to prepare and implement an Erosion and Sediment Control Plan (ESCP).

#### **Does the site disturb more than five acres of land?**

**Yes - Condition B:** Prepare a Water Quality and Quantity Control plan (WQQCP) in addition to an ESCP.

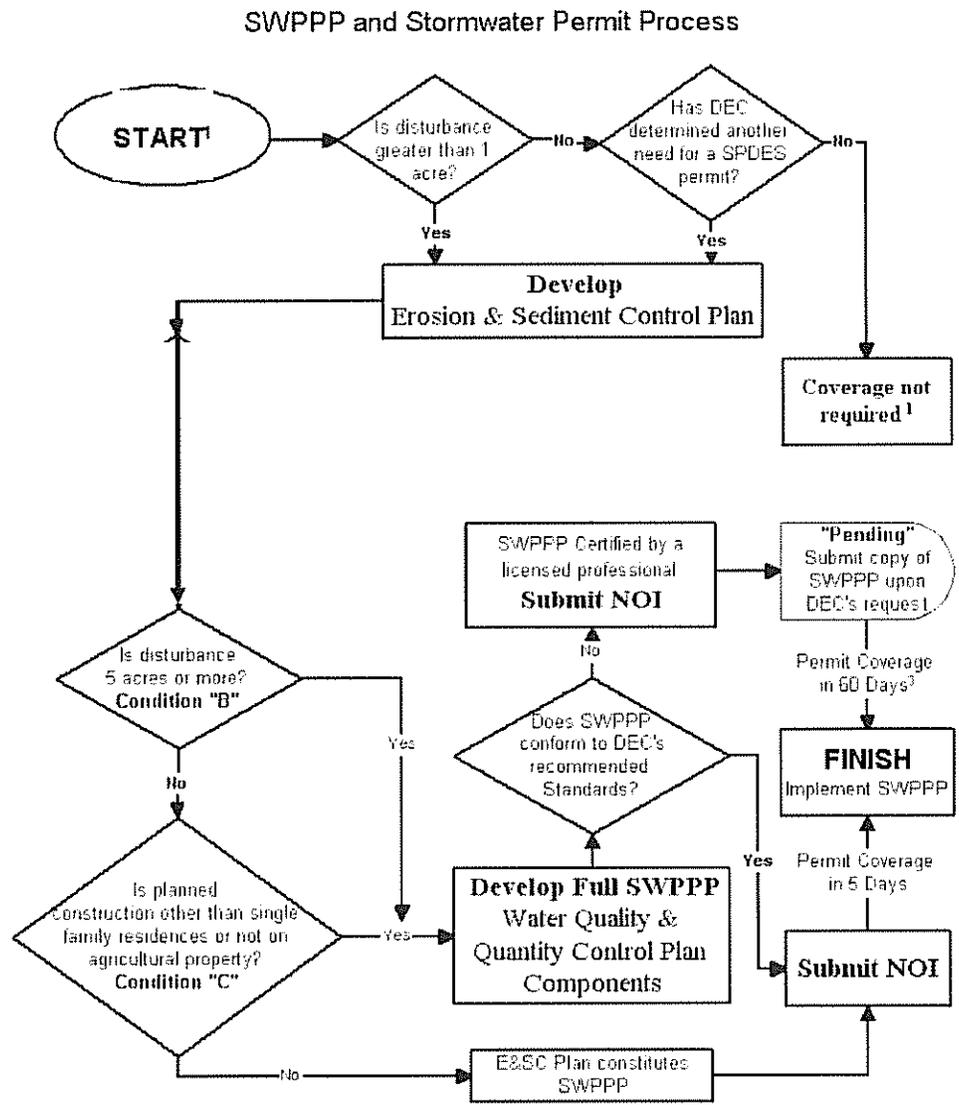
The owner or operator of a construction activity must obtain written authorization from:

Bill Spitz  
Regional Water Engineer  
Region 1  
New York State Department of Environmental Conservation  
SUNY @ Stony Brook  
50 Circle Road  
Stony Brook, NY 11790-3409  
(631) 444-0405

prior to disturbing greater than five acres of soil at any one time. The owner or operator of a construction activity in areas under the jurisdiction of a regulated, traditional land use control MS4 must obtain prior written authorization from the MS4 (provided the MS4 is not the owner

or operator of the construction activity) when disturbing greater than five acres of soil at any one time.

No - Go to next question



- NOTES:**
1. Under any of the above conditions other environmental permits may be required. DEC may require permit for construction disturbance < 1 acre on a case by case basis.
  2. and the following exists: construction and/or stormwater discharges from the construction or post-construction site contain the pollutant of concern identified in the TMDL or 303(d) listing.
  3. After receipt by DEC of completed application.

Figure 1- Stormwater Pollution Prevention Plan Component Flow Chart

**Is the site planned for construction other than those activities listed in Table 1 of the General Permit?**

**Yes** - Small construction activity that disturbs between 1 and 5 acres and is planned for land uses indicated in Table 2 of the General Permit such as: town houses, apartment complexes, institutional (places of worship, schools, hospital, government offices, police and fire stations), industrial or commercial development, must prepare WQWQCP components in addition to ESCP.

**No** - Any construction activity that disturbs between 1 and 5 acres and is planned for land uses indicated in Table 1 of the General Permit such as: Single-family residential homes or construction on agricultural properties need an Erosion and Sediment Control Plan only. The ESCP is considered a SWPPP for small sites.

**Submit NOI**

Construction may start five business days after the date indicated in the NYSDEC letter acknowledging receipt of the NOI for construction activities with a SWPPP that has been prepared in conformance with the technical standards referenced. Construction may start 60 business days after the date indicated in the NYSDEC letter acknowledging receipt of the NOI for construction activities with a SWPPP that has not been prepared in conformance with the technical standards.

Appendix E of the General Permit lists the 303(d) segments impaired by pollutants that are related to construction activity.

**BASICS OF A STORMWATER POLLUTION PREVENTION PLAN**

At a minimum, the SWPPP must include the information required in the General Permit. Applicants who decide to deviate from NYS technical standards need to prepare their plans according to the format, scale and calculation details identified below.

A SWPPP may be organized in the following format:

1. **Narrative Report** describes the general information about the site and the planned project.
2. **Maps** are used to illustrate the location of the features and technical details of the site.
3. **Plan Components**
  - Erosion and Sediment Control
  - Water Quality Control and Water Quantity Control
4. **Construction Sequence Schedule** is a schedule of ESC and construction activities to be implemented during and after construction.

To conform to NYSDEC's technical standards, practices must be designed according to the specifications documented in the Design Manual for water quality and quantity sizing criteria and performance standards. ESC practices must be designed according to Blue Book standards.

The following is a list of principles that an applicant should consider when developing their SWPPP. These principles are used in the plan review and evaluation of the SWPPP.

## **SOUND PLANNING PRINCIPLES**

### **Planning**

- Plan the development to fit the site.
- Identify limitations of site in planning process.
- Minimize clearing and grading.
- Blend perimeter grading with adjoining properties.
- Keep soil disturbance to smallest area or a few acres at a time.
- Follow the label instructions when using manufactured products.

### **Natural Features**

- Maintain vegetative cover of new constructed practices.
- Protect waterbodies, wetlands, wildlife & natural resources.
- Protect existing natural features and cultural resources and structures.
- Utilize the resources and physical features of the site in the design of stormwater controls.
- Avoid disturbance of sensitive areas and valuable resources (vegetative, water, wetlands).

### **Soil**

- Avoid disturbing steep slopes (Soil Slope Phase of E or F from the USDA Soil Survey for Suffolk County in hard copy or from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>). When using the web soil survey, enter the site address. When the project area is noted on the computer monitor, apply the AOI window. The Soil Map and Soil Data Explorer may then be used to identify soil types, Hydrologic Soil Groups (HSGs) and other characteristics pertinent to the SWPPP.
- Take extra measures when disturbing highly erodible soil (silt and fine sands).
- Minimize disturbing soils with low depth to bedrock.
- Avoid unnecessary compaction.
- Infiltration practices on soils with infiltration rates of less than 0.5"/hr may not be used.
- Infiltration practices on soils with infiltration rates greater than 5"/hr necessitate doubling the required WQv because an additional 100% of the WQv must be pre-treated.

### **Drainage**

- Consider drainage limitations in areas with seasonal high groundwater levels.
- Try to maintain the natural drainage systems instead of constructing closed systems. Must provide at least 2' separation between groundwater and the bottom of infiltration practices, but preferably 4' because Long Island contains a sole source aquifer. If less than 4' of separation is provided, the required WQv must be doubled because an additional 100% of the WQv must be pre-treated.
- If construction of closed conveyance systems is necessary, design to convey peak flows for 10-year, 24 hour storms.

- Divide the site into natural drainage areas.
- Divert the runoff from outside drainage.
- Runoff from the site to downstream areas must be controlled to pre-construction conditions. Runoff from impervious areas must be contained on-site.

### **Post-Construction Control**

- Implement techniques to prevent point discharge, provide on-site runoff control and replicate pre-construction hydrology for 1yr, 10 yr and 100 yr 24 hour storms:
- Zero runoff leaving site from impervious areas.
- Minimize total impervious area.
- Consider porous pavement if applicable.
- Disconnect rooftops.
- Disconnect impervious areas.
- Flatten slope.
- Increase flow path.
- Increase sheet flow.
- Increase roughness.
- Infiltration swales.
- Conserve natural areas.
- Vegetative filter strips.
- Vegetated open channels.

### **THE NARRATIVE REPORT**

1. Provide applicant information such as name and legal address on the cover sheet.
2. Provide address and complete description of the site along with background information about the scope of the project.
3. Provide a statement of stormwater management objectives.
4. Provide a brief description of pre-development conditions:
  - Identify the natural drainage areas and drainage points.
    - a. Name the bodies of waters and wetlands and describe the drainage structures on the site or impacted by the site.
    - b. Identify critical and environmentally sensitive areas such as highly erodible areas, steep slopes, natural resource conservation areas, and wildlife habitats.
    - c. Identify utility lines, easements, water supply wells, and sewage treatment systems.
    - e. Identify soil type:
      - i. General description (texture, permeability, drainage capacity).
      - ii. Hydrologic Soil Group (HSG) for hydrologic calculations.
      - iii. Utilize the USDA Soil Survey for Suffolk County in hard copy or from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.
    - f. Identify percent impervious surfaces.
5. Provide a brief description of planned post-development conditions, the stormwater runoff quality and quantity comparing to pre-development conditions, and the measures employed to maintain a safe stormwater discharge:
  - a. The proposed development and the scope of the SWPPP.

- b. Disturbed area in acres.
- c. Duration of activity, from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (inclusive of planned winter shutdowns)
- e. Duration of individual ESC and construction activities.
- f. Acreage and percentage of total site area of proposed impervious surfaces.
- g. Future utility lines, easements, water supply wells, and sewage treatment system.
- h. Define environmentally sensitive areas that will be protected from disturbance.
- i. Define the divide lines of drainage areas in the future site according to proposed changes.
- j. The SWPPP should include the following good housekeeping and pollution prevention measures:
  - i. Preventing litter, construction chemicals, and construction debris exposed to stormwater from becoming a pollutant source in storm water discharges (e.g., screening outfalls, picked up daily); and
  - ii. Describe how construction and waste materials will be stored on-site and the controls planned to reduce pollutants from these materials, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
- k. If the site discharges to a TMDL or 303d segment, it is the responsibility of the applicants to identify the requirements and accommodate them in the SWPPP.
- l. The plan must identify the contractor(s) and subcontractor(s) responsible for each measure and include a signed contractor certification statement from each participant. Signees must possess 4 hour contractor training certified by the NYSDEC and must be present on site daily during construction.
- m. Plans must include copies of the weekly inspection reports and plan modifications.

## MAPS

### **Attach Individual Maps:**

1. Provide, at minimum, a 1:24,000 scale map that identifies:
  - Location of the site.
  - Topography.
  - Offsite drainage area.
  - Bodies of water in the vicinity of the site.
2. Provide a 1"=50' minimum scale map that shows the **existing** condition of the site including:
  - Contour lines.
  - Drainage area.
  - Structures.
  - Natural resources and vegetative cover.
  - Waterbodies, perennial and intermittent streams.
  - Impervious surfaces.
3. Provide individual map(s) based on the requirement of each component of the SWPPP to show all the above features for the future condition of the site:
  - Final grading, areas of cuts and fills and change of land cover.
  - Future utility lines, easements, water supply wells, and sewage treatment systems.

- Locations of off-site material, waste, borrow or equipment storage areas for construction.
- Points of stormwater discharge, flow patterns, drainage areas and discharges to a surface water.
- All proposed practices: ESC (Erosion and Sediment Control Plan), water quality controls and water quantity controls (Water Quality and Water Quantity Control Plan).
- Boundaries of existing predominant vegetation and proposed limits of clearing.

## **PLAN COMPONENTS**

The three components of a SWPPP are: Erosion and Sediment Control; Water Quality Control and Quantity Control. The flow chart in Figure 1 can be used to determine the required components.

## **EROSION AND SEDIMENT CONTROL**

A generic ESC plan may be utilized for minor grading activities associated with small construction activities. Any sites with an approved standard grading plan also require an ESC plan designed for the site at the same time as the grading plan development. The following describes basic steps in preparing an ESC plan. A complete set of design specifications and maintenance requirements of all the ESC practices, included in individual construction details, may be found in the Blue Book.

### **Standards for Erosion and Sediment Control**

Follow construction sequence scheduling. The sequence of actions in an ESC plan is runoff control, stabilization, and then sediment control. The management practices used in each phase of the plan must be identified on the Construction Sequence Schedule and appropriate maps. Erosion and sediment control provisions should be included for all construction activities where any excavation, stripping, filling, grading or earth movement takes place. Provide dimensional details of proposed practices. The details must include plan views and cross sections, and design calculations used in the sizing and justification for the siting of selected practices.

### **1. Pre-Construction Actions:**

#### **Resource Protection**

- Evaluate, mark and protect important trees and associated rooting zones, wetlands, on-site septic systems absorption fields, etc.
- Protect existing vegetated areas suitable for filter strips, especially in perimeter areas.

#### **Surface Water Protection**

- Identify the drainage area in the plan. Divide the site into natural drainage areas.
- Divert the off-site clean runoff from entering disturbed areas.
- Identify bodies of water located either on site or in the vicinity of the site.
- Plan appropriate practices to protect on-site or downstream surface water.

#### **Stabilized Construction Entrance**

- Establish a temporary construction entrance to capture mud and debris from construction vehicles before they enter the public highway.

- Stabilize bare areas (entrances, construction routes, equipment parking areas) immediately as work takes place. Top these areas with gravel or maintain vegetative cover.
- Sediment tracked onto public streets should be removed or cleaned on a daily basis.

#### Perimeter Sediment Controls

- Silt fence material and installation comply with the NYSDEC standard drawing and specifications.
- Install silt fences based on appropriate spacing intervals (see Blue Book standard). Decrease this interval as the slope increases. Silt fence should be placed on or parallel to contours where there is no concentration of water flowing to the silt fence and where erosion occurs in the form of sheet erosion. The area below the silt fence should be undisturbed ground.
- Install principal basins after construction site is assessed. Size and construct basins according to Blue Book.
- Install additional sediment traps and barriers as needed during grading. Size and construct according to Blue Book.

## **2. Runoff and Drainage Control:**

#### Runoff Control

- Install practices after sediment traps are installed and before land grading starts.
- Control the runoff in each small drainage area before flow reaches runoff from entire site.
- Divert offsite or clean runoff from disturbed areas.
- Convey surface flows from highly erodible soil and steep slopes to more suitable stable areas.
- Runoff from existing or proposed cut and fill slopes should be redirected to areas with flatter slopes, vegetated coverage or other ESC measures to lower water velocity without causing erosion.
- Final site drainage should be designed to prevent erosion, concentrated flows to adjacent properties, uncontrolled overflow, and ponding.

#### Runoff Conveyance System

- Stabilize conveyance system.
- Channels and streambanks need to be seeded and/or vegetated with plants.
- Install check dams to slow down the velocity of concentrated flow.
- Protect existing natural drainage systems and streams by maintaining vegetative buffers and by implementing other appropriate practices.

#### Groundwater Recharge

- Install practices to infiltrate the runoff on the site as much as possible.
- Provide groundwater recharge to maintain the hydrologic regime of the downstream water bodies and simulate predevelopment hydrology.
- Use infiltration practices to prevent concentrated flows.

### Outlet stabilization

- Install practices to prevent erosion at discharge points, e.g., still basins, riprap, stone spreader.

### **3. Grading:**

- Limit the initial clearing and earth disturbance to that necessary to install sediment control measures. Excavation for footings, clearing, or other earth disturbance may only take place after the sediment and erosion controls are installed.
- Stockpile the topsoil removed from the site. The topsoil should be protected, stabilized and sited in a location away from the storm drains and waterbodies.
- Changes in grade or removal of vegetation should not disturb established buffers and should not be allowed within any regulated distance from wetlands, the high water line of a body of water affected by tidal action, or other such protected zones.
- Avoid disturbance of steep slopes.
- An undisturbed buffer should be maintained to control runoff from steep slopes within sensitive areas.
- Proposed grading should not impair existing surface drainage resulting in a potential erosion hazard impacting adjacent land or waterbodies. In such cases, a diversion must be provided to mitigate the potential hazard.

### **4. Erosion Control (Stabilization):**

- Implement erosion control practices to keep the soil in place.
- Stabilization should be completed immediately for the surface of all perimeter controls and perimeter slopes.
- When activities temporarily cease during construction, soil stockpiles and exposed soil should be stabilized by seed, mulch or other appropriate measures within seven days after construction activity has ceased.
- Apply temporary or permanent stabilization measures within seven days on all disturbed areas where work is delayed or completed.
- Consult the Blue Book for proper timing and application rate of seed, fertilizer and mulch.

### **5. Sediment Control:**

- At any location where surface runoff from disturbed or graded areas may flow off the construction area, sediment control measures must be installed to prevent sediment from being transported off site. Except for maintenance purposes to restore or maintain the intended line and grade, no grading, filling or other disturbance is allowed within existing drainage swales.
- Swales or other areas that transport concentrated flow should be appropriately stabilized.
- Downspout or sump pump discharges must have acceptable outfalls that are protected by splash blocks, sod, or piping as required by site conditions (i.e., no concentrated flow directed over fill slopes).

## **6. Maintenance and Inspection:**

- Identify the type, number and frequency of maintenance actions required for stormwater management and erosion control during construction and for permanent practices that remain on the site once construction is finalized. Refer to the Blue Book to verify the adequacy and appropriateness of ESC maintenance measures in relation to corresponding practices. For permanent measures, maintenance requirements are specified for individual practices in the Design Manual. Additionally, catch basins should be pumped when 10% full. Leaching pools and proprietary infiltration structures should be pumped annually.
- Inspections must be indicated on the Construction Sequence Schedule and performed every seven calendar days for disturbances of five acres or less, and twice every seven calendar days for disturbance of greater than five acres at any one time with a minimum of two calendar days between inspections.
- Inspections, must verify that all practices are adequately operational, maintained properly and that sediment is removed from all control structures as directed in the Blue Book depending upon the specific practice.
- Inspection, must look for evidence of the soil erosion on the site, potential of pollutants entering drainage systems, problems at discharge points (such as turbidity in receiving water), and signs of soil and mud transport from the site to the public road at the entrance.
- Identify the person or entities responsible for conducting the maintenance actions during construction and post-construction. Information provided should include company name, and contact name, address, phone number, fax number and email address.
- Retain a copy of the inspection reports on-site with the SWPPP.

## **7. Finalize Grading & Landscaping:**

- Identify the Landscape Plan once the construction is completed.
- All open areas, including borrow and spoil areas must be stabilized.
- Plan a permanent top soil, seed, sod, mulch, riprap or other stabilization practices in the remaining disturbed areas as appropriate.
- Stabilization must be undertaken no later than seven days after construction activity has ceased except as noted in the GP-02-01.
- Remove the temporary control measures.

## **8. Post Construction Controls:**

- Identify the permanent structural or non-structural practices that will remain on the site (WQWQCP).
- Ensure that the permanent structural or non-structural practices utilized during construction are properly designed to suit the post-construction site conditions.
- In finalizing the plan, evaluate the post-construction runoff condition on the site.
- Minimize the risk of concentrated flow and erosion.
- On-site runoff controls help reduce the risk of increased runoff velocity, erosion and point source discharge.

If only an Erosion and Sediment Control Plan is required, completion of the Construction Sequence Schedule will finalize the SWPPP. If a WQWQCP is required, proceed to Water Quality and Water Quantity Control Plan discussion.

### **WATER QUANTITY AND WATER QUANTITY CONTROL PLAN**

A Water Quality and Water Quantity Control Plan must be designed to meet NYSDEC's required sizing criteria and pollutant removal goals. These criteria are fully presented in the Chapter 4 and Chapter 5 of the Design Manual. Chapter 9 discusses Redevelopment. The following provides a list of information and calculations required for completing the water quality and quantity components of the SWPPP. The outline of the following plan may also be used by those who choose to deviate from NYSDEC's standards.

### **Water Quality and Quantity Plan Details**

Select stormwater management practices from the list of approved practices in Chapter 5 (Green Infrastructure), Chapter 6 (Performance Criteria) or Chapter 9 (Redevelopment) of the Design manual that suit the future condition of the site. Identify a list of selected practices along with a brief description and siting information. Location of these practices must also be identified on a map. The SWPPP must provide dimensional details of proposed practices and include summary tables of corresponding calculations for the design of the selected practices.

### **Mapping requirements:**

- Ensure that in addition to the general features identified previously, maps prepared for the site illustrate at a minimum:
  - Existing and proposed topography (minimum of 2-foot contours recommended) with proposed drainage areas.
  - Mapping of predominant soils from USDA soil surveys as well as location of any site specific borehole investigations that may have been performed. One infiltration test must be conducted within each type of soil on site in accordance with Appendix D of the Design Manual.
  - Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains and flow paths.
  - Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages.
  - Location and dimensions of proposed channel modifications, such as bridge or culvert crossings.
  - Location, size, maintenance access, and limits of disturbance of proposed structural stormwater management practices.
- Prepare representative cross-section and profile drawings and details of structural stormwater management practices and conveyances (i.e., storm drains, open channels, etc.). Drawings should include:
  - Existing and proposed structural elevations (e.g., invert of pipes, manholes, etc.).
  - Design water surface elevations.
  - Structural details of outlet structures, embankments, spillways, stilling basins, grade control structures, conveyance channels, etc.
  - Logs of borehole investigations that may have been performed along with supporting geotechnical report.

### Hydrologic and hydraulic analysis:

Conduct a hydrologic and hydraulic analysis for all structural components of the stormwater system (e.g., storm drains, open channels, swales, management practices, etc.) for applicable design storms. The analysis should include:

- Existing condition analysis for time of concentrations, runoff rates, volumes, velocities, and water surface elevations showing methodologies used and supporting calculations.
- Proposed condition analysis for time of concentrations, runoff rates, volumes, velocities, water surface elevations, and routing showing the methodologies used and supporting calculations.
- Final sizing calculations for structural stormwater management practices including contributing drainage area, storage, and outlet configuration:
  - Sizing for Water Quality (WQv) Control: Size the selected practices based on the 90% rule methodology defined in the Chapter 4 of the Design Manual. Identify the numeric values and provide calculations for:  
 $WQv = [(P)(Rv)(A)] / 12$   
 $Rv = 0.05 + 0.009(I)$   
 $I = \text{Impervious Cover (Percent)}$   
Minimum  $Rv = 0.2$   
 $P = 90\%$  Rainfall Event Number (See Figure 4.1)  
 $A = \text{site area in acres}$
  - Sizing for Water Quantity Controls. TR-55, TR-20 or equivalent such as HydroCAD may be used:
    - Channel Protection (Cpv), Default Criterion: Cpv = 24-hour extended detention of post-developed, 1-year, 24-hour storm event.
      - Channel Protection, Option for Sites Larger than 50 Acres: Distributed Runoff Control - geomorphic assessment to determine the bankfull channel characteristics and thresholds for channel stability and bedload movement.
    - Sizing for Overbank Flood (Qp): Control the peak discharge from the 10-year storm to 10-year pre-development rates.
    - Sizing for Extreme Storm (Qf): Control the peak discharge from the 100-year storm to 100-year pre-development rates. Safely pass the 100-year storm event.

**Note:** The requirements for channel protection, overbank flood, and extreme storm controls may not be necessary when stormwater discharges to large streams or tidal waters. Stormwater discharges to stream of the fifth order or larger or to a tidal water will not require the stormwater quantity controls. For guidance on identification of stream order refer to the Design Manual or visit <http://www.cotf.edu/ete/modules/waterq/wqphymethods.html> for additional information.

- Stage-discharge or outlet rating curves and inflow and outflow hydrographs for storage facilities (e.g., stormwater ponds and wetlands).
- Final analysis of potential downstream impact/effects of project, where necessary.
- Dam breach analysis, where necessary.

**Green Infrastructure:**

To minimize concentrated flow from a small site a few runoff control techniques may be implemented as described in Chapter 5 of the Design Manual. These provisions help prevent point discharge and provide on-site runoff control by infiltration. The goal is to minimize runoff and replicate pre-construction hydrology. The implemented techniques allow runoff from impervious areas to be infiltrated into the soil or filtered by overland flow or other mechanisms. A sensible site design is possible by taking advantage of infiltration capacity of the pervious area of the site. Depending on site-specific situations, on-site management of stormwater runoff can be accomplished by a combination of the following approaches.

**Conserve Natural Areas**

- Minimize total impervious area.
- Conserve forest retention areas, wetlands and buffers.
- Conserve lands in/on flood plains, steep slopes and open space.

**Disconnect Impervious Areas**

- Disconnect rooftops drainage.
- Disconnect other impervious areas.
- Install grid pavers.

**Sheet Flow to Buffers**

- Increase roughness.
- Vegetative filter strips.
- Flatten slope.
- Increase flow path.
- Increase sheet flow with level spreader.

**Use Open Channels**

- Vegetated open channels.
- Infiltration swales.
- Install check dams.

**Finalize landscaping:**

- Final landscaping plans for structural stormwater management practices and any site reforestation or revegetation.
- Provide structural calculations and construction specification, where necessary.

**Maintenance plan:**

Maintenance plan must include:

- Name, address, phone number, fax number, email address and contact name of responsible parties for maintenance.
- Description of annual maintenance tasks.
- Description of applicable easements.
- Description of funding source.
- Minimum vegetative cover requirements.

- Access and safety issues.
- Testing and disposal of sediments that will likely be necessary.
- Evidence of acquisition of all applicable local and non-local permits.
- Evidence of acquisition of all necessary legal agreements (e.g., easements, covenants, land trusts).

#### **SCHEDULE - CONSTRUCTION SEQUENCE SCHEDULING**

Prepare a schedule for activities during and after construction. Define the sequence of implementing the ESC and water quality / quantity control practices identified in your SWPPP. This schedule must identify activities during the period prior to soil disturbance through site stabilization. Also identify the inspection and maintenance measures during and after construction. Quantity of practices may be identified by the number of units or any other type of measures identified in the SWPPP. All the planned activities should be marked on corresponding maps. A copy of the schedule along with the maps should be available at the construction site. In addition to the ESC measures listed below, Construction Sequence Scheduling should contain major construction activities.

Type	Activities (Identify name of planned practices)	Number (Quantity)	Map Symbols	Start Date/End Date	Maintenance Actions
1 – Pre- Construction Actions					
2 – Runoff and Drainage Control					
3 - Grading					
4 – Erosion Control					
5 – Sediment Control					
6 – Maintenance , Inspection and Plan Update					
7 – Finalize Grading and Landscaping					
8 – Post Construction Stormwater Management					

**SWPPP APPROVAL AND MS4 ACCEPTANCE FORM** Upon SWPPP approval by the Town, a letter is mailed to the applicant with the completed MS4 Acceptance form, signed by the SMO or authorized designee. The letter should state that the SWPPP has been approved, the completed and signed MS4 Acceptance form is attached and that the applicant must forward the MS4 Acceptance form and the completed NOI to the NYSDEC.

COMPLIANCE INSPECTION REVIEW PROCEDURE

**1.0 INTRODUCTION AND PURPOSE**

This document is for use by regulatory oversight construction stormwater inspectors from the Town of Riverhead for performing compliance inspections. This document is intended to be used in conjunction with the New York State Standards and Specifications for Erosion and Sediment Control, August 2005.

**1.1 Compliance Inspections**

Regulatory compliance inspections are intended to determine compliance with the Town of Riverhead Code for control of construction stormwater through erosion and sediment control and post construction practices. Compliance inspections focus on determinations of compliance with legal and water quality standards. Typically, compliance inspections can be further sub-categorized to include comprehensive inspections, and follow-up inspections.

Compliance inspectors will focus on determining whether:

- The project is causing water quality standard violations;
- The required Stormwater Pollution Prevention Plan (SWPPP) includes appropriate erosion and sediment controls and, to some extent, post construction controls;
- The owner/operator is complying with the SWPPP;
- Where required, self-inspections are being properly performed; and
- Where self-inspections are required, the owner/operator responds appropriately to the self-inspector's reports.

**1.1.1 Comprehensive Inspection**

Comprehensive inspections are designed to verify permittee compliance with all applicable regulatory requirements, effluent controls, and compliance schedules. This inspection involves records reviews, visual observations, and evaluations of management practices, effluents, and receiving waters.

Comprehensive inspections are conducted according to a neutral or random inspection scheme, and in accordance with established priorities. A neutral monitoring scheme provides some objective basis for scheduling inspections and sampling visits by establishing a system for setting priorities to ensure that a particular facility is not unfairly selected for inspection or sampling. The schedule for initial inspections is based upon the construction start date as inspectors should visit a site as soon as possible after construction begins. The selection of which facility to inspect after the initial inspection is made without bias to ensure that the regulatory oversight authority, if challenged for being arbitrary and capricious in manner, can reasonably defend itself. Follow up inspection schedules are based on the number of complaints, the history of compliance violations and the length of the project. Numerous complaints and/or violations and a project violation of one or more years will result in several additional inspections. A site having relatively few or no violations or complaints after the initial inspection with a duration of less than one year will most likely receive a final inspection when construction is substantially complete.

A neutral inspection scheme sets the criteria the inspector uses to choose which facilities to inspect, but the schedule for the actual inspection remains confidential, and is kept separate from the neutral plan.

Routine comprehensive compliance inspection are typically unannounced or conducted with very little advance warning.

## **2.0 PRE-INSPECTION ACTIVITIES**

### **2.1 Regulatory Oversight Authorities**

Before arriving on-site to conduct the inspection, considerations concerning communication, documentation and equipment must be made.

Regulatory oversight authority is granted by Town Code to allow for authorized representatives of the Town to perform all the duties of an inspector.

#### **2.1.1 Communication**

##### **Announced vs. Unannounced Inspection**

Inspections may be announced or unannounced. Each method has its own advantages and disadvantages. Unannounced inspections are preferred. However, many job sites are not continuously manned, or not always staffed by someone who is familiar with the SWPPP, thus necessitating an announced inspection. As an alternative, when an announced inspection is necessary, inspectors typically give 24 hours advanced warning.

##### **Itinerary**

For obvious safety reasons, inspectors should be sure to inform someone in their office which site or sites they will be visiting prior to leaving the office to perform inspections.

#### **2.1.2 Documentation**

The inspector should review any available information such as:

- Notice of Intent (NOI)
- SWPPP
- Past inspection records
- Construction sequence schedule
- Self-inspection and maintenance schedules
- Site specific issues
- Consent Orders
- Access agreements

##### **Inspection Form**

The inspector carries copies of, and is familiar with, the inspection form used by the Town's oversight authority (Attachment 1) before leaving the office. Static information such as name, location and permit number can be entered onto the inspection form prior to arriving at the inspection site.

##### **Credentials**

Inspectors always carry proper identification to prove that they are employed by the Town. Failure to display proper credentials may be legal grounds for denial of entry to a site.

### **2.1.3 Equipment**

#### **Personal Protective Equipment**

Town employees conform to the Occupational Safety and Health Act (OSHA) health and safety requirements specified at: [www.osha.gov/dep/etools/ehasp/](http://www.osha.gov/dep/etools/ehasp/) to develop a health and safety plan.

The following is a list of some of the most common health and safety gear that may be needed:

- Hard hat (Class G, Type I or better)
- Safety toe shoes
- Reflective vest
- Hearing protection (to achieve 85 decibels adjusted (dBA) - 8 hr time weighted average (TWA))
- Safety glasses with side shields

If the construction is on an industrial site or a hazardous waste site, special training may be required prior to entering the site. The inspector will consult with OSHA or New York State Department of Environmental Protection (NYSDEC) prior to entering such a site.

#### **Monitoring Equipment**

The following is a list of some equipment that may be helpful to document facts and verify compliance:

- Digital camera
- Measuring tape or wheel
- Hand level or clinometers
- Turbidity meter (in limited circumstances)

## **3.0 ON-SITE INSPECTION PROCESS**

### **3.1 Compliance Inspections**

#### **3.1.1 Professionalism**

Inspectors will not pretend to possess knowledge unless they have experience with a particular management practice. Asking questions, within reason, is one of the inspector's main roles to obtain new information about a management practice, construction technique or piece of equipment.

The inspector will not recommend solutions or endorse products. The solution to a compliance problem may appear obvious based on the inspector's experience. However, the responsibility is placed on the site owner to implement a workable solution to a compliance problem that meets NYSDEC standards. The inspector will refer the site operator to the New York Standards and Specifications for Erosion and Sediment Control (the Blue Book) or the New York State Stormwater Management Design Manual, August 2010 (the Design Manual).

Key advice is offered carefully. An example response by a Town inspector is: "I can't direct you or make recommendations, but what we've seen work in other situations is ..." The way inspectors present themselves is important to the effectiveness of the inspection. An inspector is not overly familiar, but establishes a minimum level of communication.

### **3.1.2 Safety**

Some general protections for construction sites are:

- Being aware of heavy equipment, avoiding operator blind spots and making sure of operator eye contact around heavy equipment.
- Avoiding walking on rock rip-rap if possible. Loose rock presents a slip hazard.
- Avoiding confined spaces such as tanks, trenches and foundation holes.
- Avoiding lightning danger by monitoring weather conditions, by staying away from water, open areas and high points, and by not huddling in groups or near trees.
- Protecting oneself from sun and heat exposure. Use sun screen or shading clothing. Remaining hydrated by drinking water, watching for signs of heat cramps, exhaustion (fatigue, nausea, dizziness, headache, or cool or moist skin), or stroke (high body temperature; red, hot and dry skin).
- Protecting oneself from cold weather. Wear multiple layers of thin clothing. Wear a warm hat. Drink warm fluids or eat hot foods, and keep dry.
- Avoiding scaffolding in excess of 4 feet above grade.
- Being aware of ticks, stinging insects, snakes and poison ivy or sumac.

### **3.1.3 Legal access**

For sites that maintain an open permit or than have gained site plan approval, the Town has authority to enter the site. If the owner/operator's onsite representative denies access, the inspector will not enter. Under these circumstances a Town Attorney will be immediately notified and consideration given to soliciting the aid of a law officer to obtain entry. If no representative of the owner/operator is onsite and the site is fenced or posted, the Town will make all reasonable efforts to identify, contact and notify the owner/operator of the Town's entry. If the inspector has made all reasonable efforts to contact the owner/operator, but was unable to do so, the site may then be accessed. All efforts will be taken not to cause any damage to the facility.

### **3.1.4 Find the Legally Responsible Party (Construction Manager, Self-inspector)**

The first action of a compliance inspector upon entering a construction site is to locate the construction trailer or the construction or project manager if available. The inspector will present appropriate identification to the owner/operator or associated representative and state the reason for the inspection; construction stormwater complaint response or routine construction stormwater inspection. If the inspection is initiated as a response to a complaint, frequently the owner/operator will ask who originated the complaint. Private individual complainants are kept confidential by the Town. If the complainant is another regulatory oversight authority, the Town may make that known to the owner/operator or authorized representative.

### **3.1.5 On-site records review (NOI, SWPPP, Self-inspection Reports, Permit)**

Generally, the compliance inspector will next review the on-site records. Verify that a copy of the construction stormwater permit and NOI are on-site. Verify that the acreage, site conditions, and receiving water listed on the NOI are accurate. Compare the on-site documentation with documentation already submitted to, or obtained by, the compliance inspector.

Self-inspection reports are a significant tool for the compliance inspector to determine the performance history of the site. The self-inspection reports must be performed according to the

required frequency. Self-inspection reports must include all the details required by the permit. The compliance inspector will become familiar with the report and use that familiarity to judge whether the self-inspections are being performed correctly and that the site operator is correcting deficiencies noted in the report.

### **3.1.6 Walk the Site**

During wet weather conditions, it may be advantageous to observe the receiving waters prior to walking the rest of the site. At some point during the inspection, the receiving water conditions will be observed and noted. It is critical to note whether there is a substantial visible contrast to natural conditions, or evidence of deposition, streambank erosion, construction debris or waste materials (e.g. concrete wash down) in the receiving stream.

Actual implementation and maintenance of practices on-site will be compared to how implementation and maintenance is detailed in the SWPPP. At a minimum, the compliance inspector will observe all areas of active construction. Observing equipment or materials storage, recently stabilized areas, or stockpile areas is also appropriate to evaluate the effectiveness of management practices.

### **3.1.7 Taking Photographs**

Evidence of poor receiving water conditions and poor or ineffective practices will be documented with digital photographs. Those photographs will be stored electronically in labeled and dated folders. Photos will also be included in the site inspector's report.

Take photographs of good practices to document compliance.

### **3.1.8 Exit Interview**

Clearly communicate expectations and consequences. If it is clear from the inspection that the owner/operator must modify the SWPPP, or modify management practices within an assigned period (e.g. 24 hours, 48 hours, one week, two weeks), such findings will be communicated at the time of the exit interview. The inspector will assign the period based on permit requirements. If permit requirements do not exist for the present issue, the time period will be based on a reasonable period expected for completion of the required modifications and the level of risk to water quality associated with failure to make such modifications.

The inspector will clearly indicate the Town's right for future enforcement actions. If the Town determines that additional enforcement actions are necessary, the inspector will not assure the owner/operator that the current situation is acceptable.

## **4.0 POST-INSPECTION ACTIVITIES**

### **4.1 Regulatory Oversight Authorities**

Upon completion of an inspection, inspection results will be documented for the record.

#### **4.1.1 Written Notification**

The inspector will inform the permittee or the on-site representative of the inspection results in writing by transmitting a complete, signed copy of the inspection report. The inspection report

will be transmitted under a cover letter which elaborates any deficiencies noted in the inspection report and includes supporting photographs. Exceptional efforts by the owner/operator will not be commended in the letter enforcement efforts will be undermined if the compliance status at a site declines.

The inspector will provide a copy of the cover letter and inspection report to other parties associated with the project, including:

- Owner/operator's on-site representative.
- Other related regulatory oversight authorities.
- Other parties present during the inspection.
- All parties copied during the SWPPP review process.

An example of the inspection cover letter is included as Attachment 2.

#### **4.1.2 Inspection Tracking**

The Town has developed an electronic tracking system in which to record the inspections.

**Plan Review Checklists**

**Example Checklist for Preliminary/Concept  
Stormwater Management Plan Preparation and Review**

- Applicant information
- Name, legal address, and telephone number
- Common address and legal description of site
- Vicinity map
- Existing and proposed mapping and plans (recommended scale of 1" = 50'.) which illustrate at a minimum:
  - ▶ Existing and proposed topography (minimum of 2-foot contours recommended)
  - ▶ Perennial and intermittent streams
  - ▶ Mapping of predominant soils from USDA soil surveys
  - ▶ Boundaries of existing predominant vegetation and proposed limits of clearing
  - ▶ Location and boundaries of resource protection areas such as wetlands, lakes, ponds, and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks)
  - ▶ Location of existing and proposed roads, buildings, and other structures
  - ▶ Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements
  - ▶ Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains
  - ▶ Flow paths
  - ▶ Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages
  - ▶ Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings
  - ▶ Preliminary location, size, and limits of disturbance of proposed stormwater treatment practices
- Hydrologic and hydraulic analysis including:
  - ▶ Existing condition analysis for runoff rates, volumes, and velocities presented showing methodologies used and supporting calculations
  - ▶ Proposed condition analysis for runoff rates, volumes, and velocities showing the methodologies used and supporting calculations
  - ▶ Preliminary analysis of potential downstream impact/effects of project, where necessary
  - ▶ Preliminary selection and rationale for structural stormwater management practices
  - ▶ Preliminary sizing calculations for stormwater treatment practices including contributing drainage area, storage, and outlet configuration
- Preliminary landscaping plans for stormwater treatment practices and any site reforestation or revegetation
- Preliminary erosion and sediment control plan that at a minimum meets the requirements outlined in local Erosion and Sediment Control guidelines
- Identification of preliminary waiver requests

## **Example Checklist for Final Stormwater Management Plan Preparation and Review**

- Applicant information
  - Name, legal address, and telephone number
- Common address and legal description of site
- Signature and stamp of registered engineer/surveyor and design/owner certification
- Vicinity map
- Existing and proposed mapping and plans (recommended scale of 1" = 50' or greater detail) which illustrate at a minimum:
  - ▶ Existing and proposed topography (minimum of 2-foot contours recommended)
  - ▶ Perennial and intermittent streams
  - ▶ Mapping of predominant soils from USDA soil surveys as well as location of any site-specific borehole investigations that may have been performed.
  - ▶ Boundaries of existing predominant vegetation and proposed limits of clearing
  - ▶ Location and boundaries of resource protection areas such as wetlands, lakes, ponds, and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks)
  - ▶ Location of existing and proposed roads, buildings, and other structures
  - ▶ Location of existing and proposed utilities (e.g., water, sewer, gas, electric) and easements
  - ▶ Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains
  - ▶ Flow paths
  - ▶ Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages
  - ▶ Location and dimensions of proposed channel modifications, such as bridge or culvert crossings
  - ▶ Location, size, maintenance access, and limits of disturbance of proposed structural stormwater Management practices
- Representative cross-section and profile drawings and details of structural stormwater Management practices and conveyances (i.e., storm drains, open channels, swales, etc.) which include:
  - ▶ Existing and proposed structural elevations (e.g., invert of pipes, manholes, etc.)
  - ▶ Design water surface elevations
  - ▶ Structural details of outlet structures, embankments, spillways, stilling basins, grade control structures, conveyance channels, etc.
  - ▶ Logs of borehole investigations that may have been performed along with supporting geotechnical report.

- Hydrologic and hydraulic analysis for all structural components of stormwater system (e.g., storm drains, open channels, swales, Management practices, etc.) for applicable design storms including:
  - Existing condition analysis for time of concentrations, runoff rates, volumes, velocities, and water surface elevations showing methodologies used and supporting calculations
  - ▶ Proposed condition analysis for time of concentrations, runoff rates, volumes, velocities, water surface elevations, and routing showing the methodologies used and supporting calculations
  - ▶ Final sizing calculations for structural stormwater Management practices including, contributing drainage area, storage, and outlet configuration
  - ▶ Stage-discharge or outlet rating curves and inflow and outflow hydrographs for storage facilities (e.g., stormwater ponds and wetlands)
  - ▶ Final analysis of potential downstream impact/effects of project, where necessary
  - ▶ Dam breach analysis, where necessary
- Final landscaping plans for structural stormwater Management practices and any site reforestation or revegetation
- Structural calculations, where necessary
- Applicable construction specifications
- Erosion and sediment control plan that at a minimum meets the requirements of the local Erosion and Sediment Control Guidelines
- Sequence of construction
- Maintenance plan which will include:
  - ▶ Name, address, and phone number of responsible parties for maintenance.
  - ▶ Description of annual maintenance tasks
  - ▶ Description of applicable easements
  - ▶ Description of funding source
  - ▶ Minimum vegetative cover requirements
  - ▶ Access and safety issues
  - ▶ Testing and disposal of sediments that will likely be necessary
- Evidence of acquisition of all applicable local and non-local permits
- Evidence of acquisition of all necessary legal agreements (e.g., easements, covenants, land trusts)
- Waiver requests
- Review agency should have inspector's checklist identifying potential features to be inspected on site visits

<h2 style="margin: 0;">EROSION AND SEDIMENT CONTROL PLAN REVIEW CHECKLIST</h2>
------------------------------------------------------------------------------------

Project Name \_\_\_\_\_ Site Location \_\_\_\_\_

Applicant's Name & Address \_\_\_\_\_  
 \_\_\_\_\_

### General

A narrative statement shall be provided that describes the proposed project nature and purpose; the existing site conditions including topography, vegetation and drainage; adjacent and off-site areas affected by the project; description of the soils on the site and key properties; notations of critical areas such as steep slopes, channels or wetlands; the overall phasing, sequencing and stabilization plan; total disturbed area and those not to be disturbed.

#### I. Construction Drawings

Are the following items shown on the construction drawings:	<u>Yes</u>	<u>No</u>
1. Vicinity Map with scale and north arrow	_____	_____
2. Legend, scales, N arrow on plan view	_____	_____
3. Existing and proposed topography shown with contours labeled with spots elevations in critical areas	_____	_____
4. Scope of the plan noted in the Title Block	_____	_____
5. Limits of clearing and grading shown	_____	_____
6. Existing vegetation delineated	_____	_____
7. Soil boundaries shown on the plan view	_____	_____
8. Existing drainage patterns, 100 year floodplain and sub-areas shown	_____	_____
9. Existing and proposed development facilities/ improvements shown	_____	_____
10. Location of Erosion and Sediment control practices as phased with construction	_____	_____
11. Phasing plan with 5 acre threshold limits shown	_____	_____
12. Stockpile locations, staging areas and access points clearly defined	_____	_____
13. Street profiles, utility locations, property boundaries and, easement delineations shown	_____	_____

II.	<u>Construction Notes &amp; Details</u>	<u>Yes</u>	<u>No</u>
	1. Specific sequence of operation given for each phase	_____	_____
	2. Inspection and maintenance schedule shown for the specific practices	_____	_____
	3. Design details show all dimensions and installation details necessary for construction	_____	_____
	4. Implementation schedule for E&S practices is provided with removal criteria stated	_____	_____
	5. Construction waste management plan incorporated in the notes	_____	_____
	6. Site Inspections during construction are noted on the drawings and is in accordance with the General Permit for Stormwater Discharges from Construction Activities	_____	_____

III. Erosion & Sediment Control Practices

A.	General	<u>Yes</u>	<u>No</u>
	1. Practice meets purpose and design criteria	_____	_____
	2. Standard details and construction notes are provided	_____	_____
	3. Special timing of practice noted if applicable	_____	_____
	4. Provisions for traffic crossings shown on the drawings where necessary	_____	_____

B.	Practices Controlling Runoff	<u>Yes</u>	<u>No</u>
	1. Positive drainage is maintained with contributing drainage area shown	_____	_____
	2. Flow grades properly stabilized	_____	_____
	3. Adequate outlet or discharge condition stabilized	_____	_____
	4. Necessary dimensions, gradations, calculations, and materials shown	_____	_____

C.	Practices Stabilizing Soil	<u>Yes</u>	<u>No</u>
	1. Seeding rates and areas properly shown on the drawings	_____	_____
	2. Mulch materials and rates specified on the drawings	_____	_____
	3. Sequencing and timing provisions limit soil exposure to 14 days	_____	_____

C. Practices Stabilizing Soil (cont'd)	<u>Yes</u>	<u>No</u>
4. Rolled Erosion Control Products (RECP's) used are specified to location and appropriate weight/tie down	_____	_____
5. All soil seed bed preparation and amendments are specified on the drawings or in the specifications	_____	_____
6. The seeding dates are specified to cover the entire year for both temporary and permanent seedings	_____	_____
7. Maximum created slope is no steeper than 2 foot horizontal to 1 foot vertical with Cut and Fill slopes shown	_____	_____

D. Practices Controlling Sediment	<u>Yes</u>	<u>No</u>
1. Sediment traps/basins are sized in accordance with criteria	_____	_____
2. The contributing drainage area is shown on the grading plan	_____	_____
3. All scaled dimensions and volumes are shown on the plan	_____	_____
4. Maintenance requirements and clean out elevations established for all sediment control practices (50% capacity)	_____	_____
5. All access points of the project are shown to be stabilized	_____	_____
6. Storm drain inlets adequately protected	_____	_____
7. Silt fences are shown on the contour lines with no more than one quarter acre per 100 foot drainage to it	_____	_____
8. Temporary sediment traps being used at locations of future stormwater infiltration facilities	_____	_____

**Additional Comments**

Plan Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

10.16.12  
120825

ADOPTED

TOWN OF RIVERHEAD

Resolution # 825

**DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION AND APPROVES APPLICATION OF McGANN-MERCY HIGH SCHOOL FOR WETLAND PROJECT ON SUBJECT PROPERTY DESCRIBED AS SCTM# 0600-082.-03-006**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board of the Town of Riverhead, through its Planning Department, referred the above application to the Conservation Advisory Council for review and recommendation pursuant to Chapter (s) §47 and §107 of the Town Code; and

**WHEREAS**, the Conservation Advisory Council received application for the amendment of the Town of Riverhead Freshwater Wetland Inventory Map, 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, remove existing athletic track, supported by the following documents for review; and

**WHEREAS**, the Conservation Advisory Council met with the applicant and reviewed all the documentation, including NYS Department of Conservation Permit No. 1-4730-01350/0002 and SWPPP prepared by L.K. McLean Associates, P.C. and approved by Town of Riverhead Engineering Dept, relating to the application to fill in a NYS DEC & Town regulated Wetland (R-23/3909) and the enlargement of a NYS DEC & Town regulated Wetland (R-24/3908); and

**WHEREAS**, the Conservation Advisory Council, by Resolution # 2012-21 adopted on October 11, 2012, issued a recommendation to the Town Board; and

**WHEREAS**, the Town Board reviewed the recommendation of the CAC and independently met with the applicant to review the proposed plan, including applicant's request to perform the above described activity in two phases to wit: phase I to encompass such activities required to enlarge NYS DEC & Town regulated Wetland (R-24/3908) and phase II to encompass filling in a NYS DEC & Town regulated Wetland (R-23/3909); and

**WHEREAS**, the proposed project, to wit: 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, remove existing athletic track, is an Unlisted action pursuant to SEQR law (6 NYCRR Part 617) and would not require a coordinated environmental review.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead declares itself to be the lead agency in the SEQR review of applicant's project to eliminate 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, remove existing athletic track, which it classifies as an Unlisted action; and be it further

**RESOLVED**, that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared; and be it further

**RESOLVED**, that the Planning Department be directed to prepare a notice of negative declaration of significance pursuant to Part 617.7 and .12; and be it further

**RESOLVED**, that the application is approved subject to the following conditions: (1) compliance with all NYS Department of Conservation Permit No. 1-4730-01350/0002 criteria; (2) compliance with SWPPP prepared by L.K. McLean Associates, P.C. and approved by Town of Riverhead Engineering Dept; (3) Phase II may not proceed until Town Board approves elimination of wetland and remapping pursuant to Chapter §107-12 of the Town Code; (4) filing a covenant requiring applicant/property owner to assume all maintenance related to the project and functionality of the stormwater abatement pond in perpetuity-said covenant to be approved by the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and the Town Attorney; and be it further

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

### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

10.16.12  
120826

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 826**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
TO CONSIDER AMENDMENT OF FRESH WATER WETLANDS INVENTORY FOR  
McGANN MERCY HIGH SCHOOL (SCTM# 600-82-3-6)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, pursuant to § 107-12 A of the Riverhead Town Code, the Town of Riverhead Fresh Water Wetlands Inventory may be amended by Town Board initiative or at the request of the property owner or his/her authorized agent; and

**WHEREAS**, the Town of Riverhead received an application from McGann Mercy High School requesting amendment of the Town of Riverhead Fresh Water Wetlands Inventory Map, 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;

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes and directs that the Town Clerk be and is hereby authorized to publish the attached public notice to consider amendment of Fresh Water Wetlands Inventory for McGann Mercy High School once in the October 25, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jefferson V. Murphree, AICP, Town Building and Planning Administrator; Rick Hanley, Planning Director; Robert Kozakiewicz, Town Attorney; and be it further

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

**THE VOTE**

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

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 7<sup>th</sup> day of November, 2012 at 2:10 o'clock p.m. to consider amendment of Town of Riverhead Fresh Water Wetlands Inventory Map for McGann Mercy High School 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.

Dated: Riverhead, New York  
October 16, 2012

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK



10.16.12  
120827

**TOWN OF RIVERHEAD**

**Resolution # 827**

**PAYS BILLS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #12-41 October 11, 2012 (TBM 10/16/12)			
FUND NAME		Transfer	GRAND TOTALS
GENERAL FUND	1	128,749.97	128,749.97
POLICE ATHLETIC LEAGUE	4	175.00	175.00
CHILD CARE CENTER BUILDING FUN	9	51.24	51.24
ECONOMIC DEVELOPMENT ZONE FUND	30	52.01	52.01
HIGHWAY FUND	111	49,759.06	49,759.06
WATER DISTRICT	112	6,894.33	6,894.33
RIVERHEAD SEWER DISTRICT	114	149,626.66	149,626.66
REFUSE & GARBAGE COLLECTION DI	115	207,579.77	207,579.77
STREET LIGHTING DISTRICT	116	39,289.04	39,289.04
PUBLIC PARKING DISTRICT	117	2,901.21	2,901.21
AMBULANCE DISTRICT	120	226,097.07	226,097.07
CALVERTON SEWER DISTRICT	124	8,710.32	8,710.32
RIVERHEAD SCAVANGER WASTE DIST	128	15,246.30	15,246.30
UNEMPLOYMENT INSURANCE RESERVE	176	732.80	732.80
MAIN STREET REHAB PROGRAM	177	75,000.00	75,000.00
CDBG CONSORTIUM ACOUNT	181	229.49	229.49
TOWN HALL CAPITAL PROJECTS	406	8,644.72	8,644.72
WATER DISTRICT CAPITAL PROJECT	412	38,883.75	38,883.75
RIVERHEAD SEWER CAPITAL PROJEC	414	12,096.00	12,096.00
TRUST & AGENCY	735	9,339.49	9,339.49
CALVERTON PARK - C.D.A.	914	25.31	25.31
<b>TOTAL ALL FUNDS</b>		<b>980,083.54</b>	<b>980,083.54</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted