

- Res. #830 2011 General Town Budget Adjustment**
- Res. #831 Business Improvement District Budget Adjustment**
- Res. #832 Ratifies the Approval of the Chapter 90 Application of East End Rowing Institute Ltd. (Sunday, November 13,2011)**
- Res. #833 Adoption of Fund Balance Policy**
- Res. #834 Highway Department Budget Adjustment**
- Res. #835 Appoints a Bus Drive to the Senior Citizen Programs (Thomas Lassandro)**
- Res. #836 North Fork Preserve Community Preservation Fund Capital Project Budget Adoption**
- Res. #837 Rescinds Town Board Resolution #829 Riverhead Downtown Waterfront Docks Program Budget Adoption**
- Res. #838 Riverhead Sewer District Budget Adjustment**
- Res. #839 Approves Chapter 90 Application of St. John the Evangelist R.C. Church (Annual Holiday Fair – November 19, 2011)**
- Res. #840 Riverhead Sewer Treatment Plant Upgrade Capital Project Budget Adjustment**
- Res. #841 Accepts the Resignation of an Assistant Civil Engineer (David Carrick)**
- Res. #842 Authorization to Publish Advertisement for Specialty Food Items for the Town of Riverhead Senior Center**
- Res. #843 Amends Resolution #661 and Authorizes the Supervisor to Execute a Settlement Agreement with Crown Sanitation**
- Res. #844 Authorizes Settlement of Legal Action by Christine Sargent against the Town of Riverhead**
- Res. #845 Authorizes the Law Offices of Brian A. Andrews, P.L.L.C., to Act as Special Counsel to the Town of Riverhead**
- Res. #846 Resolution Authorizing the Supervisor to Execute Necessary Documents to Amend Covenant and Restrictions Filed by Browning Hotel Properties, LLC Affecting the Property Described as SCTM #0600-118-2-2.0**

- Res. #847 Approves the Defense and Indemnification for David Hegermiller**
- Res. #848 Approves ARA Plumbing Corp. as Drainlayer for the Riverhead Sewer District**
- Res. #849 Authorization for East End Arts Council to Sublet a Portion of Leased Premises to North Fork Education Initiative**
- Res. #850 Waives the Showmobile Application Fee for Riverhead Lions Club Sponsored Christmas Parade**
- Res. #851 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article VIII, Accessory Apartments, §108-34. Purpose; Findings; Standards)**
- Res. #852 Authorizes the Supervisor to Execute a Traffic Signal Agreement with Suffolk County at the Intersection of County Road 58, Old Country Road @ Lowe’s Driveway, Riverhead**
- Res. #853 Authorizes the Law Offices of Devitt Spellman Barrett, LLP to Act as Special Counsel to the Town of Riverhead**
- Res. #854 Authorizes the Supervisor to Execute a Lease Agreement with Oldcastle Retail, Inc. D/B/A Bonsal American for the Installation of Security Equipment at EPCAL**
- Res. #855 Authorizes Supervisor to Release Petty Cash Monies to Receiver of Taxes**
- Res. #856 Authorizes Extension of Time to Remit Real Property Taxes for Senior Citizens Receiving Aged-Over 65 Exemption Pursuant to Section 467 of RPTL**
- Res. #857 Authorizes Town Supervisor to Execute Contract Amendment with U.S. Department of the Navy and Change Order No. 1 RE: Ext 89 – Peconic River Sportsman’s Club – Riverhead Water District**
- Res. #858 Pays Bills**

TOWN OF RIVERHEAD

Resolution # 830

2011 GENERAL TOWN

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Year End budget adjustments are necessary for 2011.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attached 2011 Budget adjustments:

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

11.15.2011
110830

11.15.11 TABLED
12.06.11 UNTABLED
12.06.11 ADOPTED

TOWN OF RIVERHEAD

Resolution # 830

2011 GENERAL TOWN

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Year End budget adjustments are necessary for 2011.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attached 2011 Budget adjustments:

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared TABLED

On a motion by Councilman Dunleavy, seconded by Councilman Gabrielsen Resolution #830 was offered to be **UNTABLED**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 0

Immediately thereafter on a motion by Councilman Dunleavy seconded by Councilman Gabrielsen the resolution #830 was offered for **ADOPTION**

THE VOTE:

YES – 4 Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes
NO – 1 Giglio, no

FUND	COST CTR	OBJECT	ACCT TITLE	FROM	TO
001	099010	595384	GENERAL TOWN DEBT SERVICE	215,100.00	
001	031200	524101	POLICE - NEW VEHICLES	58,000.00	
001	031200	511500	POLICE NON-UNIFORM BASE	50,000.00	
001	031200	541500	POLICE - AUTOMOTIVE REPAIRS	27,350.00	
001	031200	515501	POLICE CELL ATTENDANTS	10,000.00	
001	067720	541530	POLICE REPAIRS & LABOR - AUTO	6,500.00	
001	071400	546000	RECREATION - UTILITIES	6,300.00	
001	014400	543500	ENGINEER - CONSULTANTS	6,000.00	
001	031200	541411	POLICE -VEHICLE SCALE EXPENSE	1,850.00	
001	036250	524000	CODE ENFORCE -EQUIPMENT	500.00	
001	075500	544120	WINTER CELEBRATIONS	500.00	
001	014200	543301	LITIGATION, APPRAISALS AND		75,000
001	014400	512500	TOWN ENGINEER OVERTIME		6,000
001	016230	546000	POLICE COMPLEX LIGHTS, HEAT, WATER		20,000
001	016240	546000	TH WEST LIGHTS, HEAT & WATER		20,000
001	016250	541150	B&G REPAIRS & MAINTENANCE		19,500
001	016250	541500	B & G MOTOR VEHICLE MAINTENANCE		15,000
001	016900	512500	MUNICIPAL GARAGE - OVERTIME		30,000
001	019100	548300	UNALLOCATED INSURANCE		11,700
001	031200	512500	POLICE NON-UNIFORM OT		50,000
001	031200	513500	POLICE LONGEVITY NON-UNIFORM		14,000
001	031200	514100	POLICE SICK TIME BUY BACK		2,700
001	031200	518605	SEASONAL EMPLOYEES		58,000
001	031200	546100	POLICE TELEPHONE (727-4500)		2,500
001	031200	546303	POLICE - GASOLINE		25,000
001	036250	541500	BLDG DEPT MOTOR VEHICLE MAINTENANCE		6,500
001	067720	512500	NUTRITION OVERTIME		6,500
001	070200	543405	RECREATION -TRAVEL		2,700
001	071800	518607	RECREATION BEACH ATTENDANT		3,600
001	075200	540000	HISTORICAL EXPENSES CONTR EXPENSES		3,400
001	080200	512500	PLANNING -OVERTIME NON-UNIFORM		10,000

FUND	COST_CTR	OBJECT	Cost Center	ACCT_TITLE	Orig Approp	Approp Adj	Rec.Enc	Expended	Avail Balance	Transfers	Balance
001	014200	543301	TownAttorney	LITIGATION, APPRAISALS AND	250,000	-	-	271,759	(21,759)	75,000	53,241.49
001	014400	512500	Engineering	OVERTIME NON-UNIFORM	10,000	-	-	15,027	(5,027)	6,000	973.03
001	014400	543500	Engineering	CONSULTANTS	25,000	3,319	13,916	2,840	11,563	(6,000)	5,562.64
001	016230	546000	Police / Court Complex	LIGHTS, HEAT, WATER	75,000	418	-	78,296	(2,877)	20,000	17,122.74
001	016240	546000	Town Hall West	LIGHTS, HEAT & WATER EXP	21,000	2,961	-	36,927	(12,966)	20,000	7,034.22
001	016250	541500	Buildings and Grounds	MOTOR VEHICLE MAINTENANCE	60,000	-	-	64,137	(4,137)	15,000	10,863.24
001	016900	512500	Municipal Garage	OVERTIME NON-UNIFORM	10,000	-	-	36,674	(26,674)	30,000	3,326.38
001	019100	548300	Unallocated Insurance	UNALLOCATED INSURANCE	508,900	-	-	520,563	(11,663)	11,700	36.88
001	031200	511500	Police	NON-UNIFORM BASE (14F)	746,900	8,900	-	538,423	217,377	(50,000)	167,377.04
001	031200	512500	Police	NON-UNIFORM OT	56,000	-	-	102,153	(46,153)	50,000	3,846.55
001	031200	513500	Police	LONGEVITY NON-UNIFORM	23,500	-	-	36,856	(13,356)	14,000	644.24
001	031200	514100	Police	POLICE SICK TIME BUY BACK	80,000	-	-	82,622	(2,622)	2,700	78.33
001	031200	515501	Police	HOLDING CELL ATTENDANTS	35,000	-	-	13,293	21,707	(10,000)	11,706.58
001	031200	518605	Police	SEASONAL EMPLOYEES	20,000	-	-	75,504	(55,504)	58,000	2,495.65
001	031200	524101	Police	NEW VEHICLES (1 TRUCK)	50,000	98,742	-	87,902	60,840	(58,000)	2,840.07
001	031200	541411	Police	VEHICLE SCALE EXPENSE	2,000	-	-	150	1,850	(1,850)	0.00
001	031200	541500	Police	AUTOMOTIVE REPAIRS	320,000	13,005	13,283	195,047	124,675	(27,350)	97,324.94
001	031200	546100	Police	TELEPHONE (727-4500)	45,000	3,357	3,797	37,588	6,972	2,500	9,472.26
001	031200	546303	Police	GASOLINE	180,000	1,246	-	155,126	26,119	25,000	51,119.37
001	067720	512500	Programs for the Aging	OVERTIME NON-UNIFORM	5,000	-	-	11,041	(6,041)	6,500	458.61
001	067720	541530	Programs for the Aging	REPAIRS & LABOR - AUTO	30,000	8,000	-	19,983	18,017	(6,500)	11,516.77
001	070200	543405	Recreation Admin	TRAVEL	-	4,100	-	6,774	(2,674)	2,700	25.72
001	071400	546000	Playgrnd and Rec Centers	UTILITIES	55,000	9,307	3,737	35,016	25,554	(6,300)	19,254.37
001	071800	518607	Beaches	BEACH ATTENDANT	30,000	-	-	33,579	(3,579)	3,600	21.36
001	075200	540000	Historical Properties	CONTRACTUAL EXPENSES	38,570	8,626	656	49,872	(3,331)	3,400	69.23
001	075500	544120	Celebrations	WINTER CELEBRATIONS	-	-	-	(500)	500	(500)	0.00
001	080200	512500	Planning	OVERTIME NON-UNIFORM	2,000	-	-	11,451	(9,451)	10,000	548.79
001	099010	595384	Transfers	TRANSFER TO DEBT SERVICE	4,890,100	(41,000)	-	-	4,849,100	(189,600)	4,659,500.00

11.15.2011
110831

ADOPTED

TOWN OF RIVERHEAD

Resolution # 831

BUSINESS IMPROVEMENT DISTRICT

BUDGET ADJUSTMENT

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

WHEREAS, the Business Improvement District requested additional funds be distributed for various expenditures;

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

		<u>FROM</u>	<u>TO</u>
118.000000.499999	Appropriated Fund Balance	4,200	
118.064100.543925	B.I.D. Management Association		1,700
118.064100.544160	B.I.D. Programs		2,500

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

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

THE VOTE

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

11.15.2011
110832

ADOPTED

TOWN OF RIVERHEAD

Resolution # 832

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF
EAST END ROWING INSTITUTE LTD.
(Sunday, November 13, 2011)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on October 12, 2011, East End Rowing Institute Ltd. submitted a Chapter 90 Application for the purpose of conducting a Snowflake Rowing Regatta (High School and Masters Rowing Race) to commence at the Riverhead waterfront parking lot (school and parents viewing area), continue to Indian Island Park and proceed back to the riverfront parking lot, Riverhead, New York, on Sunday, November 13, 2011, between the hours of 7:00 a.m. and 5:00 p.m.; and

WHEREAS, East End Rowing Institute Ltd. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, due to its not-for-profit status, the applicant has requested the Chapter 90 application fee be waived; and

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

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

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

RESOLVED, that the Chapter 90 Application of the East End Rowing Institute Ltd. for the purpose of conducting a Snowflake Regatta (High School and Masters Rowing Race) to be held at the aforementioned location, date and times is hereby

approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and the National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Rowing Institute Ltd., P.O. Box 1192, Flanders, New York, 11901; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 833

ADOPTION OF FUND BALANCE POLICY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is required to implement GASB #54 Fund Balance Reporting and Governmental Fund Type Definitions: and

WHEREAS, the Town of Riverhead adopted a Fund Balance Policy in 2006 and wishes to amend that policy,

THEREFORE BE IT FURTHER RESOLVED that the Town of Riverhead's Fund Balance Policy is hereby adopted as follows:

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

Town of Riverhead

Fund Balance Policy

TABLED

TOWN OF RIVERHEAD

FUND BALANCE POLICY

Adopted: November 1, 2011

The Town of Riverhead (the "Town") believes that sound financial management principles require that sufficient funds be retained by the Town to provide a stable financial base at all times. To retain this stable financial base, the Town needs to maintain a General Fund Balance sufficient to fund all cash requirements of the Town, to secure and maintain investment grade bond ratings, to provide financial reserves for unanticipated/emergency expenditures and/or revenue shortfalls.

Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)* changed the terminology and classification of fund balance to reflect spending constraints on resources, rather than availability for appropriation. This approach is intended to provide users more consistent and understandable information about a fund's resources. The statement is intended to improve the usefulness of the fund balance information reported by providing more clarification and structured classification.

Under GASB 54, fund balance is classified as: 1) nonspendable, 2) restricted, or 3) unrestricted. Unrestricted fund balance is further classified as: 1) committed, 2) assigned, or 3) unassigned:

The following individual items shall constitute the Town General Fund Balance:

- **Nonspendable Fund Balance** consists of assets that will never convert to cash due to their form (i.e. inventories and prepaid items), will not convert to cash within the current period (i.e. long term receivables), or funds that legally or contractually must be maintained intact (i.e. principal amount of legal endowments).
- **Restricted Fund Balance** consists of the portion of fund balance that is limited to use for a specific purpose by external parties (i.e. creditors, grantors), or by law through constitutional provisions or enabling legislation.
- **Committed Fund Balance** consists of the portion of fund balance whose use is constrained by limitations imposed by the Town's highest level of decision making authority (Town Board). Formal action must be taken prior to the end of the fiscal year; however, the amount can be determined in the subsequent period. The same formal action must be taken to remove or change the limitations placed on the funds. The Town Board is the decision making authority that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance.
- **Assigned Fund Balance** consists of the portion of fund balance that reflects the Town's intended use of certain resources for specific purposes. Intent is established the Town's highest level of decision making authority or a body or official that has been given the authority to assign funds.
 - In the General fund, assigned fund balance, represents amounts constrained by a government board, or a body or person(s) with delegated authority from a governing board to assign amounts, for a specific intended purpose. Amounts reported as assigned should not result in a deficit in unassigned fund balance.
 - Assigned fund balance in all other governmental funds represents any positive amount after classifying nonspendable, restricted or committed fund balance.
 - The Town authorized the Town Financial Administrator to assign fund balance.

- **Unassigned Fund Balance** is the residual classification for the General Fund and consists of the excess portion of fund balance that has not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls. Only the General Fund is able to report a positive unassigned fund balance.
 - If another governmental fund has a fund balance deficit, then it will be reported as a negative amount in the unassigned classification in that fund. This fund deficit would only be shown if the fund's liabilities, together with the amounts classified as nonspendable, restricted, and committed exceed the fund's assets (a residual deficit).

Not all of the Town's funds will necessarily have all of the components of fund balance available to that fund.

No funds should report a negative amount for restricted, committed or assigned fund balance.

Nonspendable and Restricted Fund Balance

It is the responsibility of the Financial Administrator to report Nonspendable Fund Balance appropriately in the Town's Comprehensive Annual Financial Report.

It is the responsibility of the Financial Administrator to report all Restricted Funds appropriately in the Town's Financial Statements. All Restricted Funds must also be reported to the Town Board at the next Board meeting following the recognition of the restriction.

Order of Use of Restricted and Unrestricted Funds

When both restricted and unrestricted funds are available for expenditure, restricted funds should be spent first unless otherwise required by law or agreement.

When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and unassigned funds last.

Authority to Commit Funds

The Town's Board has the authority to set aside funds for a specific purpose. Any funds set aside as Committed Fund Balance requires the passage of a resolution by a simple majority vote. The passage of a resolution must take place prior to December 31st, of the applicable fiscal year. If the actual amount of the commitment is not known by December 31st, the resolution must state the process or formula necessary to calculate the actual amount as soon as information is available.

Authority to Assign Funds

Upon passage of the Fund Balance Policy, authority is given to the Financial Administrator to assign funds for specific purposes. Any funds set aside as Assigned Fund Balance must be reported to the Town's Board at their next regular meeting and recorded in the minutes. The Board has the authority to remove or change the assignment of the funds with a simple majority vote.

The Town's Board has the authority to set aside funds for the intended use of a specific purpose. Any funds set aside as Assigned Fund Balance requires a simple majority vote and must be recorded in the minutes. The same action is required to change or remove the assignment.

Upon determination of the amounts of Nonspendable, Restricted and Committed Fund balance, **in all funds except** for the General Fund, the Comptroller has the authority to record the remainder of fund balance as Assigned Fund Balance.

Upon passage of a budget resolution, where fund balance is used as a source to balance the budget, the Comptroller shall record the amount of Assigned Fund Balance.

Unrestricted Fund Balance

Unrestricted Fund Balance is the residual amount of Fund Balance in the General Fund and consists of committed, assigned and unassigned fund balance. It represents the resources available for future spending. An appropriate level of Unrestricted Fund Balance should be maintained in the General Fund in order to cover unexpected expenditures and revenue shortfalls. Unrestricted Fund Balance may be accessed in the event of unexpected expenditures, up to the minimum established level, upon approval of a budget amendment resolution by the Town's governing body. In the event of a projected revenue shortfall, it is the responsibility of the Comptroller to report the projections to the Town's Board on, at a minimum, an annual basis and shall be recorded in the minutes.

Any budget amendment resolution that will result in the Unrestricted Fund Balance dropping below the minimum level will require a simple majority vote.

The Fund Balance Policy establishes a minimum Unrestricted Fund Balance equal to **10%** of General Fund expenditures. For all remaining funds this Policy establishes a minimum Unrestricted Fund Balance equal to **5%** of fund expenditures. In the event that the balance drops below the established minimum level, the Town's Board will develop a plan to replenish the fund balance to the established minimum level within three years.

11.15.2011
110834

ADOPTED

TOWN OF RIVERHEAD

Resolution # 834

HIGHWAY DEPARTMENT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS the Highway Superintendent has requested a transfer a funds for cleanup involving Tropical Storm Irene;

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

		<u>FROM</u>	<u>TO</u>
111.051100.545200	Rental Expense	25,000	
111.051400.549000	Miscellaneous		25,000

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 835

APPOINTS A BUS DRIVER TO THE SENIOR CITIZEN PROGRAMS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a vacancy for a Bus Driver exists at the Riverhead Town Senior Center; and,

WHEREAS, pursuant to a completed background investigation and personal interview, it is the recommendation of the Town Personnel Committee that Thomas Lassandro be appointed to this position.

NOW, THEREFORE, BE IT RESOLVED, that effective November 28, 2011, this Town Board hereby appoints Thomas Lassandro to the position of Bus Driver as found in Group 4, Step P of the Clerical and Supervisory Salary Schedule in the CSEA contract; and,

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 836

**NORTH FORK PRESERVE
COMMUNITY PRESERVATION FUND
CAPITAL PROJECT
BUDGET ADOPTION**

Councilman Gabrielsen offered the following resolution,
which was seconded by Councilwoman Giglio

WHEREAS, Resolution #710 adopted 9/20/11 approved the purchase of property known as North Fork Preserve;

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

	<u>FROM</u>	<u>TO</u>
406.019400.494200.42073 Serial Bond Proceeds	510,000	
406.019400.521000.42073 Capital Outlay, Land		500,000
406.019400.543000.42073 Professional Services		10,000

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

11.15.2011
110837

ADOPTED

TOWN OF RIVERHEAD

Resolution # 837

RESCINDS TOWN BOARD RESOLUTION #829
RIVERHEAD DOWNTOWN
WATERFRONT DOCKS PROGRAM
BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,
which was seconded by Councilman Dunleavy

WHEREAS, Resolution #829 adopted 11/1/2011 and was previously adopted 10/18/11, Resolution #778;

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

	<u>FROM</u>	<u>TO</u>
406.085100.491000.40205 County Aid – Economic Development	90,000	
406.085100.523015.40205 Dock Renovations & Improvements		35,000
406.085100.523045.40205 Boat House Renovations & Improvements		55,000

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 838

RIVERHEAD SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS the Sewer District Superintendent has requested a transfer to cover unanticipated costs associated with the emergency repair of a broken sewer main;

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

		<u>FROM</u>	<u>TO</u>
114.081300.547504	Sanitation Disposal	9,650	
114.081300.541103	Pump Station Maintenance		9,650

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 839

**APPROVES CHAPTER 90 APPLICATION OF
ST. JOHN THE EVANGELIST R.C. CHURCH
(Annual Holiday Fair – November 19, 2011)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on August 10, 2011, St. John the Evangelist R.C. Church submitted a Chapter 90 Application for the purpose of conducting an “Annual Holiday Fair” to be held on their property located at 546 St. John’s Place, Riverhead, New York on Saturday, November 19, 2011 between the hours of 9:00 a.m. and 3:00 p.m.; and

WHEREAS, St. John the Evangelist R.C. Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; and

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

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

RESOLVED that the Chapter 90 Application of St. John the Evangelist R.C. Church, for the purpose of conducting an “Annual Holiday Fair” to be held on their property located at 546 St. John’s Place, Riverhead, New York on Saturday, November 19, 2011 between the hours of 9:00 a.m. and 3:00 p.m. is hereby approved; and be it further

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

RESOLVED, that the necessary tent permits be obtained and any tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

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

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to St. John the Evangelist R.C. Church, 546 St. John's Place, Riverhead, New York, 11901; and be it further

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

11.15.2011
110840

ADOPTED

TOWN OF RIVERHEAD

Resolution # 840

RIVERHEAD SEWER TREATMENT PLANT UPGRADE

CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Capital Project was adopted 4/6/2010, Resolution 10-279 for the Riverhead Sewer District Treatment Plant Upgrade; and

WHEREAS the Sewer District Superintendent has requested a transfer from the reserve account in order for the project's design to continue;

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

		<u>FROM</u>	<u>TO</u>
130.000000.49999	Riverhead Sewer Reserve	250,000	
414.083100.543504.20031	Professional Services Engineering		250,000

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 841

ACCEPTS THE RESIGNATION OF AN ASSISTANT CIVIL ENGINEER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received a letter from Assistant Civil Engineer David Carrick tendering his resignation effective November 8, 2011.

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

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

11.15.2011
110842

ADOPTED

TOWN OF RIVERHEAD

Resolution # 842

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPECIALTY FOOD ITEMS
FOR THE TOWN OF RIVERHEAD SENIOR CENTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SPECIALTY FOOD ITEMS FOR THE TOWN OF RIVERHEAD SENIOR CENTER and;

NOW THEREFORE BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the November 23, 2011 issue of the News Review 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

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of SPECIALTY FOOD ITEMS FOR THE SENIOR CENTER must be received at the OFFICE OF THE TOWN CLERK, 200 Howell Avenue, Riverhead, New York until 4:00 pm on DECEMBER 5, 2011 and will be publicly opened and read aloud at 11:00 am on DECEMBER 7, 2011 in the Office of the Town Clerk.

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.

Specifications may be examined and/or obtained on NOVEMBER 23, 2011 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked RE-BID SPECIALTY FOOD ITEMS FOR SENIOR CENTER. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 843

**AMENDS RESOLUTION 661 AND AUTHORIZES THE SUPERVISOR TO EXECUTE
A SETTLEMENT AGREEMENT WITH CROWN SANITATION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution # 661, the Town Board of the Town Board authorized the Supervisor to execute an Stipulation of Settlement with Crown Sanitation, in substantially the same form annexed hereto; and

WHEREAS, the Town of Riverhead and Crown Sanitation had further settlement discussions with resulted in a revised Stipulation of Settlement.

NOW BE IT RESOLVED, that the Town Board be and hereby amends Resolution # 661 and authorizes the Supervisor to execute the revised Stipulation of Settlement with Crown Sanitation, in substantially the same form annexed hereto; and be it further

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

THE VOTE

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Index No. 09-13303

Plaintiff,

-against-

CROWN SANITATION ROLL OFF SERVICE INC., CROWN
SANITATION FRONT END SERVICES, INC., RELIANCE
LEASING CORP., FRANK ROSSANO, and ROSSANO
FAMILY LIMITED PARTNERSHIP, JOHN ROES AND
MARY ROES "1" to "10", said names being Fictitious
and presently unknown but who are believed to be
tenants, operators, contractors, invitees, and/or
licensees of 472 Edwards Avenue, Calverton, New York.

STIPULATION OF
SETTLEMENT

Defendants.
-----X

WHEREAS, Defendant, the Rossano Family Limited Partnership, is the owner in fee of real property known as 472 Youngs Avenue, Calverton, New York, currently designated as Suffolk County Tax Map No. 0600-80-2-14.1 (the "Site" and/or the "Property"); and

WHEREAS, Reliance Leasing Corp. and "Crown Sanit." obtained Zoning Use Permit No. ZB 34226 (the "Use Permit") dated March 3, 2009 from Sharon E. Klos, Building Permits Coordinator of the Town of Riverhead, which sets forth the following use: "Agricultural Use as a Tree Farm & site preparation by clearing, grading & exporting 76,000 cu yards of material"; and

WHEREAS, on or around June 1, 2009, Plaintiff's Building Department Administrator issued a letter directing that Defendant Reliance Leasing Corp. and "Crown Sanit." "immediately cease and desist all grading, clearing, excavation and/or exportation of any materials from the site until such permission is granted by the Riverhead Town Board;" and

WHEREAS, the Town also on or around June 1, 2009 amended the Use Permit (the "Amended Use Permit") to delete the "grading clearing, and/or exportation of any materials from the site" from the permit, but continued the "Agricultural Use as a Tree Farm" as set forth on the prior permit; and

WHEREAS, Defendant's counsel responded by letter dated June 9, 2009 objecting to the Town's actions; and

WHEREAS, on July 28, 2009 Plaintiff commenced the above-captioned action against the Rossano Limited Family Partnership, Frank Rossano, Crown Sanitation Roll Off Service Inc., Crown Sanitation Front End Services, Inc., and Reliance Leasing Corp. (collectively referred to as the "Defendant") in this Stipulation, seeking certain relief, including, but not limited to a judgment declaring that a) Defendant's excavation, processing and exportation of material from the property is not a permitted use in the Agricultural Protection Zone District; b) that Defendant must obtain an excavation permit under Chapter 62 of the Town Code; and c) that the Town is entitled to payment for material removed from the site; and

WHEREAS, the action also sought a temporary restraining order ("TRO"), preliminary injunction and permanent injunction enjoining Defendant from the excavation, processing and removal of material from the property and sought civil penalties for violations of the Town Code; and

WHEREAS, the TRO was struck from Plaintiff's order to show cause and the preliminary injunction was denied in a decision dated September 18, 2009; and

WHEREAS, the parties commenced discovery in the action and have entered into a Court-ordered Stipulation regarding the completion of discovery; and

WHEREAS, the undersigned parties wish to resolve their differences in the above-captioned action, as set forth below.

Now, THEREFORE, the undersigned parties hereby stipulate and agree as follows:

1. Upon the execution of this Stipulation by all parties, the parties shall execute a stipulation of discontinuance and this action shall be discontinued, with prejudice;

2. From the date this Stipulation is fully executed, at no cost to Plaintiff and for a period of 18 months Defendant will provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely double grind and screen loose (not bagged) grass, leaves, brush, logs and branches (the "yard waste") into mulch at the Town of Riverhead Yard Waste Facility (the "Facility") at Youngs Avenue, Riverhead, New York, and subject to the performance specifications set forth below:

a. "Yard Waste" is defined as loose grass, leaves, brush, logs and branches generated by individual homeowners and deposited at the Facility by individual homeowners or Plaintiff. The term "yard waste" does not include any grass, leaves, brush, logs and branches generated or deposited at the Facility by landscapers or other commercial contractors or any yard waste generated or deposited at the Facility by the Plaintiff or any of its departments as a result of a major storm event, such as a hurricane or

b. Grinding and Screening Technique: Defendant shall double grind (material shall be processed/passed through the grinder twice) the yard waste and screen it such that the material/mulch is ground into acceptable size chips as designated by the Sanitation Superintendent or his designee. Plaintiff recommends that the screens on the grinder shall be one and one half (1 ½) inches and no greater than two (2) inches.

c. Grinding and Loading Equipment: Defendant shall utilize a wood grinding machine capable of processing a minimum of 800 cubic yards of material per eight hour day (100 cubic yards per hour). In addition, Defendant shall utilize a rubber tire loader of sufficient size to move the yard waste to the wood grinder and relocate the chipped material to an area of the site designated by the Sanitation Superintendent or his designee.

d. Debris: All debris not suitable for grinding will be removed from the yard waste and set aside in a location within the facility designated by the Sanitation Superintendent or his designee. Plaintiff will not be responsible for any damage to the Defendant's equipment due to inadequate removal of debris prior to grinding.

e. Hours of Operation: All work shall be conducted Monday through Saturday between the hours of 8:30 a.m. and 4:30 p.m.

f. Site Security: The Town's Yard Waste Facility is fenced with a locking gate. Defendant's equipment may be left overnight at the Facility, however, Plaintiff assumes no responsibility for Defendant's equipment.

g. Grinding Event: The Sanitation Superintendent or his designee will determine when a grinding event is required at the site. A grinding event shall be defined as the grinding of all yard waste present at the site prior to beginning grinding. However, in order to accommodate the public during periods of grinding, the Sanitation Superintendent or his designee may accept additional small quantities of yard waste at the site entrance and deliver the accepted yard waste to the yard waste pile for grinding. It

is understood that Defendants are only responsible for grinding during the grinding events designated pursuant to this subparagraph.

h. Notification of Grinding Services: The Sanitation Superintendent or his designee will notify the Defendant when a grinding event is required. The Defendant will begin work no less than 10 days and no more than 20 days from the date of notification.

i. Schedule to Grind: Defendant will provide the Sanitation Superintendent or his designee with written notice of the scheduled start date at least 5 to 7 days prior to the grinding event to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for grinding and/or the availability of mulch.

3. Defendant shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Defendant shall be properly licensed and authorized to transact business in the State of New York.

4. Defendant 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 Defendants' negligent performance of the activities contemplated by this Stipulation, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Defendants in its negligent performance.

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

6. During the period of work contemplated under this Stipulation, Defendant shall, at its own expense, carry comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and name Plaintiff as an additional insured under its policy. Defendant shall provide a certificate from its insurer(s) that the Town is an additional insured under the policy.

7. Defendant's Amended Use Permit issued June 1, 2009 shall remain in effect, and Defendant Rossano Family Limited Partnership retains all other rights under said permit to operate a tree farm, consistent with applicable provisions of the Town Code, except that no new clearing, grading, excavation,

exportation or importation of material shall take place without all applicable Town approvals, including, but not limited to under Chapter 62.

8. Defendant shall be required to make application to Plaintiff, or any of its agencies, for a permit under Chapter 62 of the Town Code, or any successor chapters, for any activity related to clearing, grading, excavation, importation, exportation, except for the removal of material related to or incidental to the harvesting of crops in accordance with standard agricultural practices.

9. Nothing in this Stipulation shall be deemed to constitute a waiver of, or to preclude any of the parties from exercising or asserting, any and all causes of action, claims, rights, and remedies that they may have under any and all applicable constitutions, statutes, laws, codes, ordinances, rules, regulations, resolutions, determinations, and/or approvals with respect to the future development and use of the Defendant's Property, including a) further grading, clearing, excavation and/or exportation of any material at the Property; b) rights with respect to future uses of the Property inconsistent with the Amended Use Permit; and c) any other future uses of the Property.

10. Nothing in this Stipulation shall be deemed to constitute an admission by or against any party to the action.

11. Notwithstanding anything in this Stipulation to the contrary, this Stipulation shall be deemed to have been drafted by all the parties.

12. If any provision of this Stipulation is invalidated or deemed or adjudged unenforceable, the remaining provisions of this Stipulation shall remain in full force and effect.

13. This Stipulation shall be binding upon, and enforceable by, the successors and assigns of the parties.

14. Except as otherwise specifically provided for in this Stipulation, no provision of this Stipulation may be waived or modified except by a writing signed by all parties hereto in the manner in which it was previously executed.

15. Except as expressly provided in this Stipulation, the parties reserve and retain all rights.

Dated: Riverhead, New York
_____, 2011

TOWN OF RIVERHEAD

By: Sean M. Walter, Town Supervisor,
pursuant to Resolution _____ of the Town
Board of the Town of Riverhead
duly adopted on _____

FRANK ROSSANO

CROWN SANITATION ROLL OFF SERVICE, INC.

By _____

CROWN SANITATION FRONT END SERVICES, INC.

By _____

RELIANCE LEASING CORP.

By _____

ROSSANO FAMILY LIMITED PARTNERSHIP

By _____

TOWN OF RIVERHEAD

Resolution # 844

**AUTHORIZES SETTLEMENT OF LEGAL ACTION
BY CHRISTINE SARGENT AGAINST THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a legal action was commenced by Christine Sargent against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 029011/2010; and

WHEREAS, an offer of settlement has been made by Christine Sargent in full settlement of that legal action inclusive of all costs, expenses and interest; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposal made by and on behalf of Christine Sargent regarding legal action commenced by Christine Sargent against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 029011/2010; and be it further

RESOLVED, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the legal action commenced by Christine Sargent against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 029011/2010; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Sharon N. Berlin, Esq., Lamb & Barnosky, LLP, 543 Broadhollow Road, Melville, New York 11747-9034, the Accounting Department, and the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 845

**AUTHORIZES THE LAW OFFICES OF BRIAN A. ANDREWS, P.L.L.C., TO ACT AS
SPECIAL COUNSEL TO THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, from time to time the Town of Riverhead requires the assistance of outside counsel to represent and defend the Town of Riverhead regarding various claims and lawsuits filed against the Town of Riverhead , and

WHEREAS, the Town Board of the Town of Riverhead wishes to retain outside counsel to assist the Planning Board as required regarding these claims and actions.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Law Offices of Brian A. Andrews, P.L.L.C. , is hereby retained as special counsel in connection with the above matter at the rate of \$175.00 per hour, 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 pursuant to Town Law § 65, the Town Board of the Town of Riverhead hereby provides nunc pro tunc authorization, effective as of January 1, 2011 or the date when the Law Offices of Brian A. Andrews, P.L.L.C. were first assigned to defend any claims or lawsuits; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Offices of Brian A. Andrews, P.L.L.C., 13235 Main Road, P.O. Box 43, Mattituck, New York 11952; the Office of the Town Attorney 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

Brian A. Andrews, P.L.L.C.

Attorney at law

13235 Main Rd., P.O. Box 43

Mattituck, New York 11952

(631)298-5400

Fax: (631)298-4214

Town of Riverhead
200 Howell Ave.
Riverhead, New York 11901

Attn: Robert Kozakiewicz, Esq., Town Attorney

*Re: Engagement of Brian A. Andrews, PLLC
As Defense Counsel*

Dear Mr. Kozakiewicz:

We are pleased that The Town of Riverhead has chosen to retain the services of Brian A. Andrews, P.L.L.C. as defense counsel. Pursuant to Part 1215 of the Joint Rules of the Appellate Division, this letter will set forth the scope and terms of the retention:

THE PARTIES

In connection with this representation, we will be representing the interests of The Town of Riverhead with respect to the defense of tort claims and litigation brought against the Town and its departments which have been and will be assigned to this firm. We will not be representing the interests of anyone else with respect to said claims.

SCOPE OF REPRESENTATION

The scope of representation shall include investigation, municipal hearings, and litigation as well as periodic reports concerning the matters that have been assigned to this firm by the Town of Riverhead.

CONTACT AT THE FIRM

Your primary contact at Brian A. Andrews, P.L.L.C. will be Brian A. Andrews. Other attorneys and paralegals may also perform work in connection with your representation and Brian A. Andrews, P.L.L.C. reserves the right to appropriately staff the representation.

COMMUNICATION WITH THE FIRM

We will keep you fully advised with respect to the significant events occurring during the course of the representation by way of periodic reports. Should you have any questions whatsoever, please communicate them to the attorney working on the particular matter.

Brian A. Andrews, P.L.L.C. communicates with its clients by telephone, mail, fax, e-mail and personal contact. You should be aware that communication by e-mail is not an entirely secure means of communication. Accordingly, if you have confidentiality concerns about communication by e-mail and prefer not to utilize this method of communication, please let us know and we will respect your wishes.

FILE RETENTION

At the conclusion of the representation with respect to a particular assigned matter, should you desire a copy of those portions of the file that are considered the client's, please let us know and we will have a copy made for you at your expense. Otherwise, Brian A. Andrews, P.L.L.C. retains the files for a period of seven years running from the conclusion of the case at which time the files are destroyed unless you notify us to the contrary in writing.

CLIENT'S RIGHTS AND RESPONSIBILITIES

The Appellate Divisions of the State of New York have enacted a Statement of Client's Rights, a copy of which is attached hereto. If you have any question about the content of this document, please let us know.

FEES

As agreed, our fee for these services is \$175.00 per hour for services performed by attorneys at the Firm and \$65.00 per hour for services performed by our paralegals. You will also be charged for customary and usual expenses and costs incurred on your behalf in the course of the claims and/or litigation process, including but not limited to filing fees, photocopies, transcripts, postage, overnight delivery, messengers, expert witness fees and other related expenses. At our option, we may forward to you for direct payment any disbursements in excess of \$500.00.

Our invoices will be rendered monthly and payment is due upon receipt of the invoice accompanied by a Town of Riverhead payment voucher.

ARBITRATION

In the event a dispute arises between us relating to our fees, you may have the right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

TERMINATION OF THE RELATIONSHIP

Our representation of The Town of Riverhead will continue through the conclusion of all assigned matters or until otherwise agreed in writing.

This agreement is a binding contract. As a result, if any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to Brian A.Andrews, P.L.L.C..

On behalf of the firm, we are proud and pleased to represent The Town of Riverhead in the assigned matters.

Very truly yours,

Brian A. Andrews, P.L.L.C.
By; Brian A. Andrews

BAA/mff

I have read this letter and consent to the terms of this agreement.

The Town of Riverhead
By:

Dated: March , 2011

TOWN OF RIVERHEAD

Resolution # 846

RESOLUTION AUTHORIZING THE SUPERVISOR EXECUTE NECESSARY DOCUMENTS TO AMEND COVENANT AND RESTRICTIONS FILED BY BROWNING HOTEL PROPERTIES, LLC EFFECTING THE PROPERTY DESCRIBED AS SCTM# 0600-118-2-3.1

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board by Resolution Number 855 of 2006 approved the site plan application of Browning Hotel Properties, LLC upon real property particularly described as Suffolk County Tax Map Lot No. 0600-02-3.1 (hereinafter referred to as "subject property"); and

WHEREAS, as the Site Plan consisted of a two phase development plan for construction of two hotels, with the first hotel being built as of right and the second hotel to be built at a later date being built with the purchase of Transfer Development Rights (hereinafter referred to as TDRs); and

WHEREAS, based on Article LXII of the Town Code and the definition of "Floor Area, Commercial" contained in Section 108-3 of the Town Code, the Planning Department determined, and the Town Board required as part of the of its approval, that Browning Hotel Properties, LLC would need to redeem 71.866 agricultural preservation credits pursuant to Article LXII prior to the issuance of a building permit for the second hotel; and

WHEREAS, Browning Hotel Properties, LLC filed a Declaration of Covenants dated November 17, 2006, recorded in the Suffolk County Clerk's Office at Liber D00012490 and Page 534, which at paragraph "14" contained a covenant that that no building permit for the second hotel would issue prior to the redemption of 71.866 agricultural preservation credits pursuant to Article; and,

WHEREAS, by Local law Number 112 of 2010 the Town Board amended the definition Floor Area, Commercial, under section 108-3 of the Town Code as it applies to hotels in order to make hotels more commercially viable and to attract new businesses to the Town of Riverhead; and

WHEREAS, construction of the second phase of the approved Site Plan for the

Subject Property has not been commenced and no building permit has been issued, and it was the intent of the Town Board that the amended definition would apply to the second hotel proposed on the Browning Hotel Properties, LLC; and;

WHEREAS, Browning Hotel Properties, LLC has submitted a new application to the Planning Board which contains significant changes to the second hotel and the Planning Department has determined that based upon the new definition of "Floor Area, Commercial" and Article LXII of the Town Code the new proposed second hotel would require the redemption of 36.23 agricultural preservation credits.

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Supervisor, to execute any necessary documents to amend the Covenant contained in Paragraph "14" of the Declaration of Covenants dated November 17, 2006, recorded in the Suffolk County Clerk's Office at Liber D00012490 and Page 534, so that Browning Hotel Properties, LLC should be required to redeem 36.23 agricultural preservation credits prior to the issuance of a building permit for the second hotel on the Subject Property instead of the previously required 71.866 agricultural preservation credits.

THE VOTE

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

11.15.2011
110847

ADOPTED

TOWN OF RIVERHEAD

Resolution # 847

**APPROVES THE DEFENSE AND INDEMNIFICATION
FOR DAVID HEGERMILLER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a law suit has been filed by Field Day LLC f/k/a/ New York Music Festival, LLC, AEG Live LLC f/k/a AEG Concerts LLC, as plaintiffs naming the Town of Riverhead and Riverhead Chief of Police David Hegermiller as defendants under case number CV: 04-2202 in the United States District Court of the Eastern District for the State of New York; and

WHEREAS, the law suit purportedly names David Hegermiller, both individually and in his official capacity; and

WHEREAS, section 15-2 of the Code of the Town of Riverhead provides, as follows: "The town shall provide for the defense of any town officer or employee in any civil action or proceeding arising out of any alleged act or omission in which it is alleged that the officer or employee has violated the civil rights of the claimant, petitioner or plaintiff under Sections 1981 and 1983 of the United States Civil Rights Act. The town shall indemnify and save harmless such officer or employee in the amount of any judgment or settlement of claim obtained against such officer or employee. Such legal defense and indemnification shall be provided where the officer or employee at the time of such alleged act or omission was acting in good faith and within the scope of this public employment, powers or duties."

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and hereby determines that the conduct complained about in the aforementioned civil action involves alleged acts or omissions which were carried out by David Hegermiller in good faith and within the scope of his public employment such that legal defense and indemnification be provided; and be it further

RESOLVED, that the Town Board pursuant to Town Law directs and authorizes the Town to defend and indemnify David Hegermiller for all purposes in the cause of action under case number CV 04 2202, and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a copy of this

resolution to the Town Board, Town Attorney, Office of Accounting and the Personnel Dept.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

11.15.2011
110848

ADOPTED

TOWN OF RIVERHEAD

Resolution # 848

APPROVES ARA PLUMBING CORP. AS DRAIN LAYER FOR THE RIVERHEAD SEWER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, ARA Plumbing Corp. has submitted a request to become an authorized drain layer with the Town of Riverhead Sewer District.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves ARA Plumbing Corp. as an authorized drain layer with the Town of Riverhead Sewer District; and further

RESOLVED, that this approval is subject to receipt of a letter of credit and a Certificate of Insurance naming the Town of Riverhead as an additional insured to be received no later than November 30, 2011; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to ARA Plumbing Corp., 2182 Jackson Avenue Suite 1, Seaford, New York 11783; 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

11.15.2011
110849

ADOPTED

TOWN OF RIVERHEAD

Resolution # 849

**AUTHORIZATION FOR EAST END ARTS COUNCIL TO SUBLET A PORTION
OF LEASED PREMISES TO NORTH FORK EDUCATION INITIATIVE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the East End Arts Council is a 501(c)3 not-for-profit organization, whose mission is to bring the arts to Town residents through support, advocacy and education; and

WHEREAS, the Town Board executed a series of agreements, the first agreement dated May 31, 1997, and subsequent agreements evidenced by Resolution #434 dated May 1, 2001, and finally, Resolution#163 adopted on February 24, 2004, with East End Arts Council for the lease of Benjamin and Davis-Corwin Houses for the express purpose of presenting and promoting the arts on the East End of Long Island; and

WHEREAS, the East End Arts Council has requested that the Town permit East End Arts Council to sublet a portion of the leased space to North Fork Education Initiative, a not-for-profit organization whose mission is to create educational opportunities and programs in the arts and environment; and

WHEREAS, pursuant to the terms set forth in paragraphs one and twelve of the lease agreement between the Town of Riverhead and East End Arts Council "Lessee (East End Arts Council), in order to supplement its operating budget and to defray expenses, it may sublet the premises only to the extent permitted by the Lessor (Town) and only with prior consent to the Lessor by its designated liaison" and "Lessee...shall have the limited right to sublet the premises to individuals or organization whose activities on the premises are related to the purposes of the East End Arts Council or complement its community service, only upon receipt of the Town's consent in writing pursuant to resolution of the Town Board"; and

WHEREAS, Councilman James Wooten is the designated liaison to the East End Arts Council and, as such, he has reviewed and recommends approval of the proposed sublet to North Fork Education Initiative for the purpose of

hosting, sponsoring and providing educational opportunities in the arts and environment; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the East End Arts Council to sublet a portion of the leased premises to North Fork Education Initiative for the purpose of hosting, sponsoring and providing educational opportunities in the arts and environment such that the East End Arts Council may supplement its operating budget and defray expenses subject to Sublette, North Fork Education Initiative, securing insurance naming Town of Riverhead as additional insured with the identical limits and restrictions as set forth in the original lease agreement between the Town and East End Arts Council, together with execution of a Hold Harmless Agreement in favor of the Town of Riverhead; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to The East End Arts Council, 133 E. Main St., Riverhead, Personnel Department attention: Ms. Jean Miloski; and be it further

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 850

**WAIVES THE SHOWMOBILE APPLICATION FEE FOR
RIVERHEAD LIONS CLUB SPONSORED CHRISTMAS PARADE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Lions Club is part of the Lions Clubs International and was chartered on May 10, 1947. Lions Clubs International is the world's largest service club organization, made up of a network of 1.3 million men and women in 200 countries and geographical locations; and

WHEREAS, Lions Club members volunteer their time to help meet the critical unmet needs of our community and of the world, ranging from assisting the visually impaired and working with local youth to medical missions and disaster relief and

WHEREAS, the Riverhead Lions Club has requested the use of the Riverhead Showmobile in conjunction with their Christmas Parade to be held on December 4, 2011, having a rain date of December 11, 2011.

NOW THEREFORE BE IT RESOLVED, that due to the charitable and gratifying services provided to the community by the Riverhead Lions Club, it is the desire of the Town Board to waive the application fee for the use of the Riverhead Showmobile in conjunction with for the Christmas Parade sponsored by the Riverhead Lions Club being held on December 4, 2011, having a rain date of December 11, 2011; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Lions Club, P.O. Box 846, Riverhead, New York, 11901; and be it

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

11.15.2011
110851

ADOPTED

TOWN OF RIVERHEAD

Resolution # 851

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the November 23, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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 before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6th day of December, 2011 at 2:05 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

CHAPTER 108

Zoning

Article VIII Accessory Apartments

§ 108-34. Purpose; findings; standards.

(10) ~~New construction. No permit shall be issued for an accessory apartment within any structure until a period of three years has elapsed from the date of issuance of the relevant certificate of occupancy.~~ Nothing contained in this subsection shall be construed to prohibit the construction of an addition to a principal building.

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

Dated: Riverhead, New York
November 15, 2011

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 852

**AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT
WITH SUFFOLK COUNTY AT THE INTERSECTION OF COUNTY ROAD 58,
OLD COUNTRY ROAD @ LOWE'S DRIVEWAY, RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Suffolk County Legislature, by Resolution No. 459-2010 adopted on May 11, 2010, directed the Suffolk County Department of Public Works to install a traffic signal at the intersection of County Road 58, Old Country Road @ Lowes Driveway (approximately 1600 feet east of Mill Road), Riverhead, for the improvement of traffic conditions at said location within the Town; and

WHEREAS, the Town of Riverhead Traffic Safety Committee accepts and concurs with said determination; and

WHEREAS, the Commissioner of the Suffolk County Department of Public Works is empowered to erect Devices, as authorized by the Suffolk County Legislature pursuant to section 136 of the New York State Highway Law, in order to improve traffic conditions; and

WHEREAS, Lowe's has agreed to pay all costs associated with the construction of the traffic signal; and

WHEREAS, the Town of Riverhead has agreed to assume all maintenance and associated costs in connection with the operation of the traffic signal once it is installed and operational; and

WHEREAS, the Town of Riverhead and County of Suffolk desire to provide for the installation and maintenance of traffic signal devices at the aforesaid intersection within the Town for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the Suffolk County Department of Public Works.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached traffic signal agreement with the Suffolk County Department of Public Works regarding the installation of a traffic signal device and associated appurtenances at the intersection of County Road 58, Old Country Road @ Lowes Driveway, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to James Peterman, P.E., Chief Deputy Commissioner, Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; Town Highway Department, Town Traffic Safety Committee, Town Police Department, Town Engineer 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

Law Dept. No.
As Revised 06/29/11

AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of Riverhead ("TOWN"), having its principal office at 200 Howell Avenue, Riverhead, NY 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A", "Exhibit B", and "Exhibit C", attached hereto and made a part hereof.

TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of this Agreement.

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

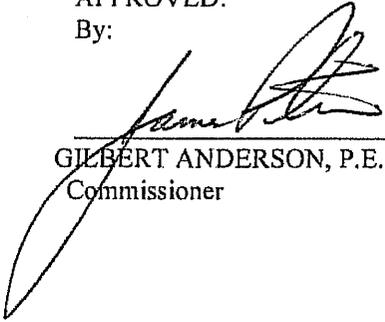
TOWN OF RIVERHEAD

DEPARTMENT OF PUBLIC WORKS
APPROVED:

By:

By:

Supervisor or Designee Date



GILBERT ANDERSON, P.E. Date
Commissioner

APPROVED AS TO LEGALITY:

COUNTY OF SUFFOLK

CHRISTINE MALAFI
Suffolk County Attorney
By:

By: _____

Name: _____

BASIA DEREN BRADDISH Date
Assistant County Attorney

Title: _____

Date: _____

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs, flashing beacons, associated appurtenances and the like in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of **CR 58, Old Country Road @ Lowe's Driveway, (1,600' +/- east of Mill Road), Riverhead**, for the improvement of traffic conditions at that location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, pursuant to Section 1652-b of the Vehicle and Traffic Law, the County is authorized to install traffic signals, provided that they are adequately supported by a request and investigation, and that the governing body with jurisdiction over the highway, road, or street enters into an agreement with the County regarding the erection and maintenance of the signal; and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises, and representations herein contained, the parties hereto agree as follows:

1. **Definitions**: The following terms, whenever used in this Agreement, shall have the following meaning:

Devices: Traffic signals, markings, signs, flashing beacons, associated appurtenances, and the like.

Permit Applicant: The entity installing a Device under a Suffolk County Highway Work Permit using a design approved by the Department.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. **Design and Installation**: The COUNTY shall, upon consultation with the Town regarding the engineering and design of the Devices, install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices at the location set forth above.

3. **Ownership**:

A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.

B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. Operation and Maintenance:

- A. All costs incurred in the operation and maintenance of the Devices after installation of the Device(s), including any and all charges for electricity, shall be borne by the TOWN or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.
- B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current (as of the date of assumption) Maintenance Specifications of the DEPARTMENT. A copy of said specifications is and will be available upon request at the DEPARTMENT.
- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices, the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. Modification of Devices: The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. Representations and Warranties:

- A. The TOWN shall enact any ordinance, order, rule, or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees, and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply with all applicable rules, regulations, and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.
- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice, during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. Violation

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for any or all traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN related to this Agreement, procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the COUNTY for the TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
 - i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS), that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a COMPREHENSIVE GENERAL LIABILITY INSURANCE policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.

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- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York.
 - C. The County of Suffolk must be named Additional Insured, and the TOWN shall furnish annually to the COUNTY, a declaration page for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
 - D. All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal, or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division at 700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice.
 - E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this Section 8 and provide Declarations Pages with fifteen (15) days of ceasing to be self-insured.
 - F. In the event the TOWN fails to provide the Declaration Pages or certificates of insurance, or fails to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.
 - G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.
9. **Indemnification:** (a) To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify, and hold harmless the County and its officers, officials, employees, contractors, agents, and other persons (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the TOWN in connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of

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the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, or agents, if any, in connection with the services described or referred to in this Agreement.

(b) To the greatest extent permitted by law, the COUNTY agrees that it shall protect, indemnify, and hold harmless the TOWN and its officers, officials, employees, contractors, agents, and other persons (the "Town" Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, relating to the installation of the Devices described or referred to in this Agreement. The COUNTY shall defend the TOWN in any suit, including appeals, or at the TOWN'S option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the COUNTY and/or DEPARTMENT and/or COUNTY/DEPARTMENT-retained CONTRACTOR, or their officers, officials, employees, subcontractors, or agents, if any, in connection with the services described or referred to in this Agreement.

10. Licenses: The TOWN covenants, warrants, and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, all required authorization(s), registration(s), license(s), or permit(s) (hereinafter collectively referred to as a "License") required by State, COUNTY, or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents, and subcontractors providing Services, including names, area of License, License numbers, and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions, or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.

11. Offset of Arrears or Default: The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor, or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.

12. Termination: In the event that the COUNTY, by legislation or written agreement, assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be null and void, and of no further consequence during the period of such assumption by the COUNTY.

13. Merger; Modification: This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

14. Certification: The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

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15. **Set-Off Rights**: The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

16. **Federal Copyright Act**: The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. **Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**: This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

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EXHIBIT "B"

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners

Law Dept. No.
As Revised 06/29/11

thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Non-responsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Legislative Requirements Exhibit

TOWN OF RIVERHEAD

Resolution # 853

AUTHORIZES THE LAW OFFICES OF DEVITT SPELLMAN BARRETT, LLP, TO ACT AS SPECIAL COUNSEL TO THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, from time to time the Town of Riverhead requires the assistance of outside counsel to represent and defend the Town of Riverhead regarding various claims and lawsuits filed against the Town of Riverhead , and

WHEREAS, the Town Board of the Town of Riverhead wishes to retain outside counsel to assist the Planning Board as required regarding these claims and actions.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Law Offices of Devitt Spellman Barrett, LLP, is hereby retained as special counsel in connection with the above matter at the rate of \$175.00 per hour, 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 pursuant to Town Law § 65, the Town Board of the Town of Riverhead hereby provides nunc pro tunc authorization, effective as of January 1, 2011 or the date when the Law Offices of Devitt Spellman Barrett, LLP were first assigned to defend any claims or lawsuits; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Offices of Devitt Spellman Barrett, LLP, 50 Route 111, Suite 314, Smithtown, New York 11787; the Office of the Town Attorney 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

SPECIAL COUNSEL RETAINER AGREEMENT

The Town of Riverhead (the "Town") hereby agrees to retain Devitt Spellman Barrett, LLP (the "Firm") for representation of the Town in litigation matters pending in New York State and Federal Courts.

The Firm agrees to use its best effort to handle the litigation and accomplish the tasks as requested by the Town but cannot guarantee the outcome of the action which is undertaken. The Firm will provide the Town Attorney with copies of important correspondence, motions and exhibits. In the event that such documents are voluminous, the Firm will contact the Town Attorney to arrange for copying. The Firm will also provide a monthly status report to the Town Attorney of each case which is pending in its office. It is also understood that Devitt Spellman Barrett, LLP has full authority to adjourn any hearings, conferences or to extend return dates as required to appropriately handle each matter.

Legal services will be billed at a rate of \$175.00 per hour, plus disbursements. The hourly rate pertains to any work undertaken on behalf of the Town in connection with the matter. All necessary disbursements will be borne by the Town. Disbursements, which are reimbursable include, but are not limited to, court fees, process service fees, certified mailing expenses and Federal Express charges. Disbursements shall be billed as incurred, and are due and payable when billed. Should there be a need to incur an unusual expense such as the need to retain an expert or investigator, the Firm must inform the Town Attorney of such unusual expense beforehand and ask for the Town's consent.

Devitt Spellman Barrett, LLP will bill the Town on a monthly basis and will provide the Town with a Claim Voucher form for the matter that is being handled. Unless timely payments are received within sixty (60) days of their being billed, or another accommodation has been arrived at, the Firm reserves the right to withdraw from the representation and the entire balance amount outstanding shall become due.

Should a dispute arise over the fees billed for the Firm's services, the Town has the right to have the dispute resolved by arbitration at their election pursuant to a fee arbitration program established by the Chief Administrator of the Courts.

The Town has the absolute right to cancel this Retainer Agreement at any time, for any reason. Should the Town exercise this right, the Town will be responsible for payment to Devitt Spellman Barrett, LLP of actual work down and actual disbursements to the date of cancellation.

Devitt Spellman Barrett, LLP agree not to represent any plaintiff in any action against the Town of Riverhead during the pendency of its representation of the Town in any litigation matters without the express written consent of the Town.

This Agreement shall be interpreted under the laws of the State of New York. Jurisdiction of any disputes arising hereunder shall be in the Courts of the State of New York, venued in the County of Suffolk.

Dated:

TOWN OF RIVERHEAD

DEVITT SPELLMAN BARRETT, LLP

By: Robert Kozakiewicz

By: William J. Barrett

TOWN OF RIVERHEAD

Resolution # 854

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT WITH
OLDCASTLE RETAIL, INC. D/B/A BONSAI AMERICAN FOR THE INSTALLATION
OF SECURITY EQUIPMENT AT EPCAL**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board desires to obtain and utilize certain security equipment to enhance the security on the EPCAL property; and

WHEREAS, Oldcastle Retail, Inc. d/b/a Bonsai American is the owner of a structure (control tower) and has offered the Town's use of their facility to secure such equipment.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with OldCastle Retail, Inc. d/b/a Bonsai American in substantially the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to OldCastle Retail Inc. d/b/a Bonsai American, 931 Burman Blvd., Calverton, New York 11933; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

Between

OLDCASTLE RETAIL, INC. d/b/a BONSAI AMERICAN

and

TOWN OF RIVERHEAD

THIS AGREEMENT made the _____ day of November, 2011, between OLDCASTLE RETAIL, INC. d/b/a BONSAI AMERICAN, a Delaware corporation, with offices at 931 Burman Blvd., Calverton, New York 11933 (hereinafter referred to as "OldCastle") and the TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town").

W I T N E S S E T H

WHEREAS, the Town wishes to enhance security at the EPCAL site by installing video surveillance cameras: and

WHEREAS, OldCastle has offered to allow the Town the use of its control tower and a portion of the telephone equipment room as may be necessary for the installation and maintenance of security cameras and equipment that shall be connected to a DSL line for the transmission of video surveillance of runways at the EPCAL site;

WHEREAS, the Town wishes to utilize the facilities offered by OldCastle.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The term of this Agreement shall be for five years following the date hereof with the option to renew and extend the term of this Agreement for one additional five-year term as the parties may agree.
2. During the term of the Agreement, the Town shall at its sole cost and expense be allowed to continue use of a DSL line, via an existing trunk line, and maintain that connection to a computer in the telephone equipment room at OldCastle's premises located at 4062-701 Grumman Blvd., Calverton, New York. Said computer shall be connected to cameras that shall be mounted on the roof of the control tower at said premises for the Town to conduct video surveillance of only the runways and Town-owned properties at the EPCAL site thereby enhancing security on the runways at the EPCAL site. Except to provide video surveillance of Old Castle's property by installation of a new camera as described in paragraph 3 below, the Town shall not conduct video surveillance of any other area other than such runways and Town-owned properties. OldCastle shall have the right to relocate the telephone equipment room within its premises upon a minimum of fifteen (15) day notice to the Town and

provided that the Town is afforded an adequate area within which to locate its equipment. The relocation of the Town's equipment shall be the Town's responsibility and at its own expense.

3. In exchange and as consideration for granting the Town the right to continued use of the DSL line and the cameras currently mounted upon the roof to monitor the runways and Town owned property, the Town shall install, maintain and monitor at the Town's sole expense and for benefit of OldCastle a separate pan, tilt and zoom camera as set forth in proposal made by Arrow Security Systems Inc. dated September 26, 2011, attached hereto as Exhibit "A" are incorporated herein by reference and made part of this Agreement. OldCastle shall be provided access via an existing trunk line so that OldCastle may have access to a video feed to have concurrent video surveillance of OldCastle's property.
4. If the telephone equipment room is relocated by OldCastle its successor and/or assigns, the DSL line or equivalent, shall be relocated and reconnected at OldCastle's or its successor's expense and said relocation and reconnection shall be undertaken by OldCastle or its successor in interest so as to avoid any interruption in service or transmission of the security video feed from the EPCAL site to the Town.
5. The Town may use, at no cost to the Town, electricity provided to OldCastle's premises as necessary for the Town to operate its security cameras and equipment during the term of this Agreement.
6. OldCastle agrees to provide the Town of Riverhead, its agents or contractors, upon reasonable notice to OldCastle, with access to the subject premises during the term of this Agreement to install and maintain its video surveillance security equipment.
7. Indemnity. The Town shall defend, indemnify and hold OldCastle, its successors and assigns, harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with (a) the rights granted herein and the use of the facilities herein provided and (b) the failure for any reason of the cameras or the security equipment to provide such surveillance or to operate properly, including, without limitation, arising out of electricity not being available, access to the security equipment and cameras not being available, and damages to or theft of the security equipment or cameras.
8. OldCastle shall not be responsible for any losses the Town may incur in the event that the electricity to the premises shall fail or if electric power to the premises where the town's equipment is located shall cease or in the event of the interruption of the use of or access to the facilities herein provided for any reason.
9. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this Agreement, which alone, fully and

completely sets forth the understanding of the parties with respect to the subject matter hereof.

10. OldCastle shall have the right to assign all of its rights and responsibilities under this Agreement and any and all of OldCastle's successors in interest or assignees shall be bound to all of the terms, conditions and obligations contained herein.

11. The Supplemental Terms attached hereto as Exhibit "B" are incorporated herein by reference and made part of this Agreement.

OLDCASTLE RETAIL, INC.

TOWN OF RIVERHEAD

By: _____

By: _____

EXHIBIT "B"

**SUPPLEMENTAL TERMS TO THE
AGREEMENT BETWEEN
OLDCASTLE RETAIL, INC. D/B/A BONSAI AMERICAN
AND THE TOWN OF RIVERHEAD**

These Supplemental Terms are added to and made a part of the Agreement between OldCastle and the Town.

1. The Town shall be liable for and repair any damages caused in connection with the installation, use and removal of the security equipment and the cameras.
2. In its use and enjoyment of the security equipment and cameras and the rights granted under this Agreement, the Town agrees to minimize any interruption of or interference with the occupants of the property.
3. The Town does hereby release OldCastle and its successors and assigns, from and against any and all damages to the security equipment and cameras except for the value of the security equipment and cameras to the extent of damages thereof arising out of the negligence or willful misconduct of OldCastle or its successors and assigns.
4. In no event shall OldCastle or its successors and assigns be responsible for providing any security for the security equipment or the cameras.
5. OldCastle and its successors and assigns reserve the right to use the facilities for any purpose consistent with zoning and not inconsistent with the Town's use thereof.
6. The Town's right of entry shall be limited to those acts reasonably necessary to perform the rights and duties granted herein and shall be limited to reasonable hours.
7. Nothing herein shall prevent OldCastle, or its successors and assigns, from transferring or encumbering any interest in property.
8. OldCastle and its successors and assigns make no representation or warranties as to the suitability of the facilities for the purposes set forth herein.
9. No interest in real property is granted by this Agreement.

PROPOSAL

864



37 Tupper Avenue
Medford, New York 11763
Phone (631) 289-0767
Fax (631) 654-0552

TO: RIVERHEAD TOWN HALL
200 HOWELL AVE.
RIVERHEAD NY 11901

PHONE 631-727-3200	DATE 9/26/2011
JOB NAME / LOCATION EPCAL @ GRUMMAN	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

> ADDING PAN, TILT, & ZOOM CAMERA AT EXISTING EPCAL SITE CONSISTING OF;

- (1) NUVICO SCS36NPHW 36X PTZ WDR WALL MOUNT CAMERA
- (1) 24VOLT 50VA TRANSFORMER
- (1) DITEK DTKDP4P SURGE PROTECTOR FOR DATA, VIDEO, & POWER
- ** CAMERA TO BE INSTALLED APPROX. 300FT. FROM DVR

WIRE, HARDWARE, EQUIPMENT, & LABOR

\$5495.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
Five Thousand Four Hundred Ninety Five and 00/100 Dollars

dollars (\$

5,495.00).

Payment to be made as follows:

TO BE PAID UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within

30

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

11.15.2011
110855

ADOPTED

TOWN OF RIVERHEAD

Resolution # 855

**AUTHORIZES SUPERVISOR TO RELEASE PETTY CASH MONIES TO
RECEIVER OF TAXES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Supervisor be and is hereby authorized to release \$200.00 to the Receiver of Taxes from the Petty Cash Fund Account established for Petty Cash Fund purposes for the office of Receiver of Taxes, pursuant to Section 64-1 of Town Law.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Maryann Wowak Heilbrunn, Receiver of Taxes, 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

11.15.2011
110856

ADOPTED

TOWN OF RIVERHEAD

Resolution # 856

AUTHORIZES EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING AGED-OVER 65 EXEMPTION PURSUANT TO SECTION 467 OF RPTL

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Section 925-b of the Real Property Tax Laws of the State of New York allows an extension of time to pay real property taxes for all residents receiving the Aged-Over 65 exemption pursuant to §467; and

WHEREAS, due to a lapse of time between receipt of Social Security checks and the deadline for payment of taxes on May 31; and

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

WHEREAS, Receiver of Taxes Maryann Wowak Heilbrunn recognizes the need to assist our seniors in the payment of their real property taxes without penalization due to the time lapse between Social Security checks and the May 31 deadline;

THEREFORE, the payment of real property taxes for Aged-Over 65 exemption recipients receiving an exemption pursuant to §467 of the New York State Real Property Tax Law is hereby extended to June 5, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Town Clerk to forward a copy of this resolution to Maryann Wowak Heilbrunn, Receiver of Taxes.

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 857

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CONTRACT AMENDMENT WITH
US DEPARTMENT OF THE NAVY AND CHANGE ORDER NO. 1 RE: EXT. 89 –
PECONIC RIVER SPORTSMAN’S CLUB – RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by previous resolution, the Town Supervisor was authorized to execute contract with the US Department of the Navy which provided funding for the cost of construction of the water mains and appurtenances for Ext. No. 89, Peconic River Sportsman’s Club, of the Riverhead Water District; and

WHEREAS, by previous resolution, the bid for the installation of water mains and appurtenances at Extension No. 89 of the Riverhead Water District was awarded, and

WHEREAS, the contract with the US Navy has now been amended to include additional funding to permit changes to the contract for the installation of water mains and appurtenances as detailed in the attached Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 for the project of the Riverhead Water District known as installation of water mains and appurtenances, Ext. No. 89, Peconic River Sportsman Club, and

BE IT FURTHER RESOLVED, that the original contract amount for installation of water mains and appurtenances for Ext. No. 89 with Alessio Pipe & Construction Co. of \$334,325.00 will now be increased in the amount of \$15,275.00 totalling a revised contract amount of \$349,600.00 with said funds for increase to be provided by the US Navy and at no expense to the district, and

BE IT FURTHER RESOLVED, that the Town Supervisor be and hereby is authorized to execute the contract amendment with the US Department of the Navy providing the additional funding for Change Order No. 1, and

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

THE VOTE

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



architects + engineers

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

October 4, 2011

Richard Ehlers, Esq.
Smith, Finkelstein, Lundberg, Isler & Yakaboski
P.O. Box 389
Riverhead, New York 11901

**Re: Riverhead Water District
Installation of Water Mains & Appurtenances
Extension No. 89 – Peconic River Sportsman's Club
H2M Project No.: RDWD 10-53**

Dear Mr. Ehlers:

Enclosed, please find four (4) copies of Change Order No. 1 for approval and execution by the Town Board. Change Order No. 1 is broken down into two parts; X1 and X2.

Item X1: Costs incurred by the contractor furnish and install a new above grade bermed concrete vault in lieu of the heated enclosure specified in contract documents for the new water service to the Peconic River Sportsman Club on River Road in Manorville. The change also includes additional costs to install a water hammer arrestor and pressure reducing valve within the vault. Submitted cost takes into account a credit back for the eliminated heated enclosure. All costs to be provided by the US Navy. Work included was performed at the request of the Sportsman Club and Navy personnel.

ITEM X2: Costs incurred by the contractor furnish and install a new automatic flushing hydrant on the end of the new water main installed on River Road in Manorville. All costs to be provided by the US Navy. Flushing hydrant was installed based on concerns of US Navy representatives of poor water quality due to insufficient flow.

Please contact me with any questions.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

John Collins, P.E.

Enclosures

cc: Supt. Gary Pendzick

X:\RDWD (Riverhead Water District) - 10810\RDWD1053 - Sportsman club\04 - Change Orders & Backup\CO #1 transmittal.doc

RIVERHEAD WATER DISTRICT

INSTALLATION OF WATER MAINS & APPURTENANCES
EXTENSION NO. 89 – PECONIC RIVER SPORTSMAN CLUB
H2M PROJECT NO.: RDWD 10-53

ALESSIO PIPE & CONSTRUCTION Co.

CHANGE ORDER NO. 1 - SEPTEMBER 26, 2011

ITEM X1 – RPZ VAULT

ITEM X2 – FLUSHING HYDRANT

Description of Change:

- ITEM X1: Labor and material costs incurred by the contractor furnish and install a new above grade bermed concrete vault in lieu of the heated enclosure specified in contract documents for the new water service to the Peconic River Sportsman Club on River Road in Manorville. The change also includes additional costs to install a water hammer arrestor and pressure reducing valve within the vault. Submitted cost takes into account a credit back for the eliminated heated enclosure. All costs to be provided by the US Navy.
- ITEM X2: Labor and material costs incurred by the contractor furnish and install a new automatic flushing hydrant on the end of the new water main installed on River Road in Manorville. All costs to be provided by the US Navy.

Reason for Change:

- ITEM X1: After the receipt of bids the engineering firm representing the US Navy and designing the new water service for the Peconic River Sportsman Club, requested that the new RPZ device be located in an above grade vault with an earthen berm to guard against freezing. The Sportsman Club had requested that a heated enclosure not be used to avoid the need to run an electric line to the road from the main building.
- Due to the high water pressure in the vicinity of River Roads, the water service design engineer requested a PRV valve be installed in the vault to prevent damage to the existing plumbing due to high pressure. A water hammer was also specified to prevent damage from water hammer in the system.
- ITEM X2: The new cement-lined water main on River Road extends approximately 5,000 feet from the core area of the former Grumman Property. Due to this long run of cement-lined pipe, the US Navy expressed concern over possible poor water quality being that the main is not looped. In order to promote flow through this new section of main a new automatic flush hydrant shall be installed.

RIVERHEAD WATER DISTRICT

INSTALLATION OF WATER MAINS & APPURTENANCES
EXTENSION NO. 89 – PECONIC RIVER SPORTSMAN CLUB
H2M PROJECT NO.: RDWD 10-53

ALESSIO PIPE & CONSTRUCTION Co.

CHANGE ORDER NO. 1 - SEPTEMBER 26, 2011

Cost of Change:

- ITEM X1: The contractor has submitted a lump sum price of \$6,275.00 to complete the installation of the above grade vault. See attached quote from contractor.
- ITEM X2: The contractor has submitted a lump sum price of \$9,000.00 to complete the installation of the flushing hydrant. See attached quote from contractor.

TOTAL FOR CHANGE ORDER NO. 1:..... \$6,275.00 + \$9,000.00 = \$15,275.00

Original Contract Award Amount (as per Town Board resolution) :	\$334,325.00
Change Order No. 1:	\$15,275.00
New Contract Price:	\$349,600.00

RECOMMENDED BY:  AE DATE: 10/5/11
Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 09/26/11
Alessio Pipe & Construction

APPROVED BY: _____ DATE: _____
Town of Riverhead

X:\RDWD (Riverhead Water District) - 10810\RDWD1053 - Sportsman club\04 - Change Orders & Backup\Change Order No.1 - Hydrant & Vault.doc

11.15.2011
110858

ADOPTED

TOWN OF RIVERHEAD

Resolution # 858

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

FUND NAME			11/03/11 CHECKRUN	GRAND TOTALS
ABSTRACT #11-41 November 03, 2011 (TBM 11/15/11)				
GENERAL FUND	1		877,410.63	877,410.63
POLICE ATHLETIC LEAGUE	4		87.50	87.50
RECREATION PROGRAM FUND	6		3,303.08	3,303.08
HIGHWAY FUND	111		73,945.75	73,945.75
WATER DISTRICT	112		49,171.56	49,171.56
RIVERHEAD SEWER DISTRICT	114		24,776.16	24,776.16
REFUSE & GARBAGE COLLECTION DI	115		5,874.73	5,874.73
STREET LIGHTING DISTRICT	116		7,345.25	7,345.25
PUBLIC PARKING DISTRICT	117		724.00	724.00
BUSINESS IMPROVEMENT DISTRICT	118		4,200.00	4,200.00
EAST CREEK DOCKING FACILITY FU	122		352.38	352.38
CALVERTON SEWER DISTRICT	124		803.40	803.40
RIVERHEAD SCAVANGER WASTE DIST	128		13,045.79	13,045.79
RISK RETENTION FUND	175		6,990.24	6,990.24
CDBG CONSORTIUM ACOUNT	181		773.85	773.85
TOWN HALL CAPITAL PROJECTS	406		34,490.26	34,490.26
RIVERHEAD SEWER CAPITAL PROJEC	414		134,217.47	134,217.47
TRUST & AGENCY	735		949,834.03	949,834.03
TOTAL ALL FUNDS			2,187,346.08	2,187,346.08

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 859

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS TO PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT THE RIVERHEAD COMMUNITY GARDEN

Councilman Gabrielsen 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 Playground Equipment Installation Project located at the Riverhead Community Garden on West Main Street, Riverhead in the November 23, 2011 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, Recreation 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 to provide and install Playground Equipment at the Riverhead Community Garden site located on West Main Street, Riverhead will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on December 12, 2011 and will be publicly opened and read aloud at 11:00 am on December 14, 2011 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about Monday, November 28, 2011 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.riverheadli.com and click on Bid Requests.

A fee \$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, "Riverhead Community Garden Playground Equipment" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

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: November 15, 2011