

**NOVEMBER 1, 2011**

**RESOLUTION LIST:**

- Res. #808 Authorizes the Supervisor to Execute an Agreement with the County of Suffolk for Diesel Generator**
- Res. #809 CDBG 2011 Program Budget Adoption**
- Res. #810 Establishment of Audit Committee**
- Res. #811 Establishes Date for 12<sup>th</sup> Annual Town of Riverhead Bonfire and Holiday Celebration**
- Res. #812 General Town Grumman Memorial Budget Adjustment**
- Res. #813 General Fund Police Department Budget Adjustment**
- Res. #814 Highway District Budget Adjustment**
- Res. #815 Authorizes Town of Riverhead to Remove Rubbish, Debris and the Cutting of Grass and Weeds from Property Known as 2913 North Wading River Road, Wading River, New York 11792 Pursuant to Chapter 96 Entitled, "Trash, Rubbish and Refuse Disposal" of the Riverhead Town Code (Migdalia Marin Trustee and Jason Cavola)**
- Res. #816 Insurance Reserve Fund Balance Budget Adjustment**
- Res. #817 Riverhead Sewer District Budget Adjustment**
- Res. #818 Awards Bid for Downtown Waterfront Docks Program**
- Res. #819 Ratifies Approval of Military Leave of Absence for a Police Officer (Timothy McAlister)**
- Res. #820 Appoints Public Safety Dispatcher to the Police Department (Christian Bobinski)**
- Res. #821 Appoints a Public Safety Dispatcher to the Police Department (John Seus)**
- Res. #822 Appoints a Public Safety Dispatcher to the Police Department (Nancy Kruszon-Walters)**
- Res. #823 Accepts the Resignation of a Part-Time Homemaker (Nancy Swenk)**

- Res. #824** Authorizes the Supervisor to Execute an Inter-Municipal Agreement Authorizing the Town to Accept Matching Grant Funds from the Suffolk County Water Quality Protection and Restoration Program Regarding the Wading River Duck Ponds Water Quality Improvement Project in the Maximum Amount of \$169,925.00
- Res. #825** Authorization to Publish Advertisement for Pick Up and Removal of Town Yard Waste
- Res. #826** Authorizes the Supervisor to Execute Professional Services Agreement with East End Accounting Services, Corp.
- Res. #827** Authorization for Building Department to Waive Application Fee for East End Arts Council for Holiday Banner
- Res. #828** Pays Bills

**TOWN OF RIVERHEAD**

**Resolution # 808**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
WITH THE COUNTY OF SUFFOLK FOR DIESEL GENERATOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead desires to have ability to provide temporary power in the event of a declared disaster or emergency; and

**WHEREAS**, the County of Suffolk acting through its duly constituted Department of Fire, Rescue and Emergency Services ("FRES") has agreed to provide in good working condition 25kV/20kW generator to the Town of Riverhead; and

**WHEREAS**, the County of Suffolk acting through its duly constituted Department of Fire, Rescue and Emergency Services ("FRES") has agreed to provide said 25kV/20kW generator at no cost to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a "no cost" Interagency Agreement between FRES and the Town of Riverhead 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

**Interagency Contract  
Suffolk County Department of Fire, Rescue and Emergency Services  
and the  
Town of Riverhead**

**This Contract (“Contract”) is between the County of Suffolk (“County”), a municipal corporation of the State of New York, acting through its duly constituted Department of Fire, Rescue and Emergency Services (“Department” and/or “FRES”), located at Yaphank Avenue, Yaphank, New York 11980, and the Town of Riverhead (“Contractor”), a municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, NY 11901**

The parties hereto desire that the Contractor’s services be made available to the County to help assure for disaster preparedness. The parties hereto agree that the Town of Riverhead shall be assigned, maintain, and agree to keep in good working condition a 25 kV/20 kW generator, owned by the County of Suffolk, in the event of a declared disaster or emergency, in order to provide temporary power to the residents of Riverhead.

**Term of Contract:** June 1, 2011 through May 31, 2016.  
**Total Cost of Contract:** Shall be a no-cost contract to FRES.  
**Terms and Conditions:** Shall be as set forth in Exhibit A entitled “Specific Terms and Conditions” and Exhibit B entitled “General Terms and Conditions” attached and incorporated herein.

**In Witness Whereof**, the parties hereto have executed this Contract as of the latest date written below.

**Town of Riverhead**

**County of Suffolk**

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

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
Deputy County Executive

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

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

**Reviewed and Approved:**

**Approved: Department of Fire Rescue & Emergency Svcs.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
Town Attorney

**By:** \_\_\_\_\_  
Joseph F. Williams  
Commissioner

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

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

**Approved as to Legality:  
Christine Malafi, Suffolk County Attorney**

**Recommended:**

**By:** \_\_\_\_\_  
Cynthia Kay Parry  
Assistant County Attorney

**By:** \_\_\_\_\_  
Edward C. Schneyer  
Director of Emergency Preparedness

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

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



**Exhibit A**  
**Specific Terms and Conditions**

**1. Performance Subject to Condition**

- a. Pursuant to Article 2-B of the New York State Executive Law entitled Disaster Preparedness, the County, as the first line of defense in times of disaster has developed disaster preparedness programs and plans.
- b. “Disaster” means the occurrence or imminent threat of wide spread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, radiological accident, water contamination, bridge failure or bridge collapse;
- c. The County’s disaster preparedness plans, organizational arrangements, and response capability must at all times be the most effective that current circumstances and existing resources allow. The purpose of such plans shall be to minimize the effect of disasters by (i) identifying appropriate local measures to prevent and mitigate disasters, (ii) developing mechanisms to coordinate the use of local resources and manpower for service prior to, during and after disasters and the delivery of services to aid citizens and reduce human suffering resulting from a disaster; and (iii) providing for recovery and redevelopment after disasters. In order to execute such plans during, or at imminent threat of disaster, the County must ensure that all resources necessary and required for such implementation are readily available to it.
- d. Performance of this Contract is contingent on the occurrence of a disaster, as this term is defined herein and by New York State Executive Law Article 2-B. Such condition shall be deemed in effect immediately upon the declaration of a state of emergency by the Suffolk County Executive, or in the event of a vacancy in this office, by the Chief Deputy County Executive or the Deputy County Executive designated to perform the administrative duties of the County Executive during his temporary absence or disability.

**2. Requirements Contract**

The parties agree that this is a Requirements Contract and:

The FRES Commissioner is responsible for the coordination of emergency preparedness plans and the County’s response to natural or manmade disasters or emergencies; and

FRES requires and needs to guarantee the services of the Town of Riverhead as contractor to provide, maintain, and repair as necessary, a 25 kVA/20 kW, # 2 diesel fuel powered, sound attenuated trailer-mounted generator, in the event of a declared disaster or emergency, to provide temporary power services to the residents of the Town of Riverhead; and

This Contract is to assure that the County, as the first line of defense in the minimization of the adverse effects to the people and property of Suffolk County in the event of a declared state of emergency and in the recovery and redevelopment efforts following disasters, receives all the services described herein, to be made available by the Contractor to the County prior to the Contractor’s provision of such services to other entities, so that the County may accomplish the foregoing.

**3. Term and Termination**

- a. The term of this Contract shall be as set forth on page one of this Contract, unless sooner terminated as provided below.
- b. Performance of the services as set forth in this Contract shall commence as of the date of a declared state of emergency set forth in paragraph one above and a determination by the County that the services of the Contractor are necessary to execute the County's emergency preparedness plans. The parties acknowledge that there may be one or more declared states of emergency during the term of this Contract.
- c. This Contract may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this Contract. The County shall also have the right to terminate this Contract at any time and for any reason deemed to be in its best interest.

**4. Town of Riverhead Responsibilities**

- a. The Town of Riverhead shall test said generator and conduct the maintenance on a regular basis in order to ensure generator is in good working condition and to provide continued temporary emergency power to a designated shelter in Riverhead in the event of the occurrence of a declared disaster or emergency, and for drills and exercises as mutually agreed upon; and any other facilities as mutually agreed upon by the parties.
- b. The Town of Riverhead shall make provisions to store and secure said generator at the following location(s) or such other locations as the parties may agree upon in writing:

**200 Howell Avenue  
Riverhead, NY**
- c. The Town of Riverhead shall pay for the usage of fuel required to power said generator.
- d. The Town of Riverhead shall transport said generator from location designated in paragraph 4(c), to include initial delivery and warranty and repair work as needed, at no cost to Suffolk County.
- e. The Town of Riverhead shall pay for expenses incurred during the repair of the generator unit after expiration of the unit's warranty.
- f. The Town of Riverhead shall keep and maintain all maintenance records and all records of any repair work performed with the said generator and send a copy to FRES.
- g. The Town of Riverhead shall secure and maintain all related accessories, such as extension cords, that are assigned with the said generator unit.
- h. The Town of Riverhead understands that this equipment can be recalled at any time, as seen necessary by the County Executive, designee, Commissioner of Fire, Rescue and Emergency Services or designee.

**5. FRES Responsibilities**

- a. FRES will coordinate the delivery of said generator and all related accessories with the Town of Riverhead.
- b. FRES will ensure said generator unit is fleeted and properly marked by the Suffolk County Department of Public Works prior to delivery to the Town of Riverhead.

**6. Notices**

**a. Notice of Declared State of Emergency**

While best efforts will be made by the County to provide written notice to the Contractor of a declaration of a state of emergency, the parties understand that the unpredictable nature of disasters may prevent such formal notification. In the event that such notification is not possible, notification by telephone or messenger or other reasonable means to the individual(s) listed below will serve as adequate notice.

Mr. Sean Walter  
Town Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

**b. All Other Notices**

All other notices shall be in writing and shall be given to the County as set forth in Exhibit B, entitled General Terms and Conditions. Notification to the Contractor shall be made to:

Chief David Hegermiller  
Town Emergency Coordinator  
200 Howell Avenue  
Riverhead, NY 11901

With an additional copy to:

Mr. Sean Walter  
Town Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

- c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of text for Exhibit A**

Exhibit B  
General Terms and Conditions

1. Indemnification and Defense

- a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.
- b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

2. Insurance

- a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:
  - i.) **Commercial General Liability insurance**, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

- ii.) **Automobile Liability insurance** (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii.) **Workers' 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 Contractor shall furnish to the County, prior to its execution of the Contract, 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, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i) and (ii).
- c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, 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 Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to

**Disaster Preparedness/Shelters - Rev. 6/23/11; Law No. 16-FS-  
Exhibit B General Terms and Conditions**

notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- g. If the Contractor is a municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

**3. Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

**4. Severability**

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

**5. Merger; No Oral Changes**

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

**6. Governing Law**

The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

**7. Cooperation on Claims**

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its

employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

**8. No Intended Third Party Beneficiaries**

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

**9. Notice**

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

- 10. Audit Requirements:** All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments or require the repayment of amounts paid under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this paragraph shall survive the expiration or termination of the Agreement.

**11. Contractor's/Vendor's Public Disclosure Statement**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified

**Disaster Preparedness/Shelters - Rev. 6/23/11; Law No. 16-FS-  
Exhibit B General Terms and Conditions**

public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

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

**12. Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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."

**13. Use of County Resources to Interfere with  
Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, 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. 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 the 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 the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract 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."

**14. Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. 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

**Disaster Preparedness/Shelters - Rev. 6/23/11; Law No. 16-FS-  
Exhibit B General Terms and Conditions**

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 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 the Contract.

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on 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 site during such working hours.

**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.

**15. Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. 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.

**17. Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, 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 the Contract with regard to child sexual abuse reporting policy.

**18. Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has 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 "Nonresponsible Bidder."

**19. Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

**Disaster Preparedness/Shelters - Rev. 6/23/11; Law No. 16-FS-  
Exhibit B General Terms and Conditions**

**20. Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the Suffolk County website by following the County's Ez link to the Laws of Suffolk County.

**Forms Attached**

**Public Disclosure - Form Attached**

**Union Certification - Form Attached**

**Living Wage - Labor Department Memo Attached**

**Lawful Hiring - Labor Department Memo Attached**

**End of Exhibit B**

**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective services.

1. Contractor's/Vendor's Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

2. Contracting Department's Name \_\_\_\_\_

Address \_\_\_\_\_

3. Payee Identification or Social Security No. \_\_\_\_\_

4. Type of Business Corporation Partnership Sole Proprietorship Other

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

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

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

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

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_  
\_\_\_\_\_
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: \_\_\_\_\_  
 Printed Name of Signer: \_\_\_\_\_  
 Title of Signer: \_\_\_\_\_  
 Name of Contractor/Vendor: \_\_\_\_\_

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

Exception: governmental entity

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
**(Within New York State)**

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(signature and office of individual taking acknowledgement)

**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Without New York State)**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in \_\_\_\_\_

\_\_\_\_\_  
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

\_\_\_\_\_  
(signature and office of individual taking acknowledgement)

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT**  
**UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

**County Contractor:** "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

**Section I**

Check if  
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

**Section II**

Check if  
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s):

No Cost Agreement  
for disaster preparedness services,

Suffolk County, New York  
Department of Labor

---

**Section III**

Contractor Name: \_\_\_\_\_ Federal Employer ID#: \_\_\_\_\_

Contractor Address: \_\_\_\_\_ Amount of Assistance: \_\_\_\_\_

\_\_\_\_\_ Vendor #: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_

Description of project or service: \_\_\_\_\_

---

**Section IV**

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

**Section V**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT**  
**LIVING WAGE CERTIFICATION/DECLARATION - SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347 - 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.83 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.33 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

**Section II**

The *Living Wage Law* does not apply to this contract for the following reason(s): \_\_\_\_\_

No Cost Agreement for  
disaster preparedness services,

Check if applicable

**Section III**

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

Federal Employer ID#: \_\_\_\_\_

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

Amount of compensation: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_

Description of project or service: \_\_\_\_\_

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title of Authorized Representative

# Suffolk County Contract Tracking Form



0009927

Contract Type: Contract

Payment: Legislative

Grant Type: Other

Procured/Awarded: Waiver of RFP

Fund: 001-General Fund

Department: FRE-Fire,Rescue, Emergency Svcs

Unit: 3400-Fire, Rescue & Emergency Svc

Object: 4980-Contracted Agencies

Activity 1: 0000-Non-Contract Agency

Activity 2:

Activity 3:

Activity 4:

Activity 5:

Activity 6:

Activity 7:

IFMS No.:

Contractor Name: Town of Riverhead

Dept.Id:

Fed Id No.: 11-6001935

Law Id:

Budget Id:

Start Date: 05/31/2011

End Date: 06/01/2016

Total Current Encumbrance: \$0

Dept Contact: Ruth Paladino

Phone No.: 631-852-4900

Mailed to Vendor Fully Executed Agreement:

Sent to Vendor Date: 06/28/2011

Vendor  Department  Budget  Fully Executed/Mailed to Vendor  Notarize

Description: Diaster Preparedness - Use of County Generator for Riverhead residents.

For Budget Office Use Only

11.01.2011  
110809

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 809**

**CDBG 2011 Program Budget Adoption**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

	<u>FROM</u>	<u>TO</u>
181.084910.493000.06911 Federal Aid	140,903	
181.086680.540000.06911 Home Improvement Program		53,743
181.086620.523001.06911 Sidewalk Improvement Improvements		50,000
181.086760.542200.06911 Soup Kitchen Supplies		5,000
181.086760.543408.06911 Drug Abuse Prevention Education		5,000
181.086760.543410.06911 Homeless Outreach		10,000
181.086860.540000.06911 Administration		17,160

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Town of Riverhead Supervisor to execute the required documents for the grant administration as described above; 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**

**Resolution # 810**

**ESTABLISHMENT OF AUDIT COMMITTEE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is the Town Board's responsibility to authorize and over see internal controls; and

**WHEREAS**, the Town Board is desirous to establish an Audit Committee to independently oversee and ensure the adequacy of internal controls; confirm the reliability of accounting and reporting systems and the adequacy of information contained therein; assure compliance with established policies and procedures; appraise program performance in the conduct of financial, compliance and performance audits; and, report material findings with recommended corrective action; and

**BE IT RESOLVED**, that the Audit Committee is established and will consist of a minimum of three members, of which at least one member will be a Town Board member and the other member(s) would be trusted community members with a financial or audit background; and

**BE IT FURTHER, RESOLVED**, the responsibility of the audit committee includes: determining the audit procurement process and assist in the selection of the independent auditor, appropriate scope of services to be performed by the independent auditor, assist in the reviewing the independent audit report, reviewing the comprehensive framework of internal control, assessing the performance of the independent auditors, overseeing the internal auditor and providing an independent forum for the internal auditor to report findings; and

**BE IT FURTHER, RESOLVED**, the audit committee members are Jack Orben, Supervisor Walter and Councilman Dunleavy, and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.01.2011  
110811

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 811**

**ESTABLISHES DATE FOR 12<sup>TH</sup> ANNUAL TOWN OF RIVERHEAD BONFIRE AND HOLIDAY CELEBRATION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Town Board believes in promoting community events in Downtown Riverhead; and

**WHEREAS**, the event is supported by the Business Improvement District; and

**WHEREAS**, the Town of Riverhead Bonfire and Holiday Celebration is free of charge and open to all; and

**WHEREAS**, the Riverhead Town Bonfire and Holiday Celebration has historically been on the second Saturday of December.

**NOW THEREFORE BE IT RESOLVED**, that the 12<sup>th</sup> annual Town of Riverhead Bonfire and Holiday Celebration will be held on December 10<sup>th</sup> 2011 with a rain date of December 11<sup>th</sup> 2011, from 4:00pm until 10:00 pm

**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

11.01.2011  
110812

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 812**

**GENERAL TOWN**  
**Grumman Memorial**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, repairs to site lighting and commemorative brick installation is necessary with the use of funds received through Gifts and Donations of the Grumman Memorial Park.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.092705.471109	Gifts & Donation Grumman Memorial	1,500	
001.016260.541150	Repairs & Maintenance-Grumman Memorial		500
001.016260.542500	Supplies - Grumman Memorial		1,000

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

11.01.2011  
110813

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 813**

**GENERAL FUND**  
**POLICE DEPARTMENT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS** the Chief of Police has requested a transfer a funds for radios and various equipment;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.031200.541500	Motor Vehicle Expense	6,500	
001.031200.524214	Radios & Scanners - Equipment		6,500

**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

11.01.2011  
110814

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 814**

**HIGHWAY DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS** the Highway Superintendent has requested a transfer from the reserve account to cover unanticipated costs for equipment repair;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
111.000000.499999	Riverhead Highway Fund Balance	100,000	
111.051300.541400	Repairs of Equipment		100,000

**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

11.01.2011  
110815

ADOPTED

**TOWN OF RIVERHEAD**

**RESOLUTION # 815**

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY KNOWN AS 2913 NORTH WADING RIVER ROAD, WADING RIVER, NEW YORK 11792 PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE DISPOSAL" OF THE RIVERHEAD TOWN CODE (MIGDALIA MARIN TRUSTEE AND JASON CAVOLA)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Chapter 96 of the Code of the Town of Riverhead ("Riverhead Town Code") entitled, "Rubbish, Refuse, Weeds and Other Rank Vegetation" authorizes the Town Board of the Town of Riverhead ("Riverhead Town Board") to direct removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height upon the land by the owner, renter or occupier of the premises; and

**WHEREAS**, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner observed on September 23, 2011, and again on October 3, 2011, weeds, grass and/or rank vegetation in excess of ten (10) inches in height at the premises known as 2913 North Wading River Road, Wading River, New York, 11792, SCTM # 0600-027.00-02-019.00, owned by Migdalia Marin Trustee and Jason Cavola, and

**WHEREAS**, pursuant to Town Code, section 96-6, a Notice of Violation was served upon the reputed owners of said premise, whereby said owners were directed in said notice to cut the weeds, grass and/or rank vegetation to a height not to exceed ten (10) inches in height at the subject premises on or before October 2, 2011, and

**WHEREAS**, said owners have failed, or neglected, to eliminate the violation of Chapter 96, and

**WHEREAS**, the accumulation of weeds, noxious plants, grass and /or rank vegetation in excess of ten (10) inches in height poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Code of the Town of Riverhead; and

**WHEREAS**, pursuant to Riverhead Town Code section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height and furthermore authorizes entry onto such premises where such violation exists for the

purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

**WHEREAS**, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

**NOW THEREFORE BE IT RESOLVED**, the Riverhead Town Board, be and hereby, finds that the premises designated as 2913 North Wading River Road, Wading River, New York 11792, also known as SCTM # 0600-027.00-02-019.00, owned by Migdalia Marin Trustee and Jason Cavola is in violation of Chapter 96 of the Riverhead Town Code and poses a fire hazard and a nuisance, and

**BE IT FURTHER RESOLVED**, that the Riverhead Town Board, be and hereby directs that the Town of Riverhead facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height and the removal of removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants at the premises designated at 2913 North Wading River Road, Wading River, New York 11792, also known as SCTM # 0600-027.00-02-019.00, owned by Migdalia Marin Trustee and Jason Cavola, and

**BE IT FURTHER RESOLVED** that pursuant to Riverhead Town Code section §96-8 (C), all costs for the removal of the aforesaid violation shall be reported to Riverhead Town Board as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges, and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owners Migdalia Marin Trustee and Jason Cavola, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may 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 # 816**

**INSURANCE RESERVE FUND BALANCE**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS** the town has three separate self insurance funds, and

**WHEREAS** those funds have accumulated balances over the years, and

**WHEREAS** the balance in the risk retention fund is not sufficient to pay anticipated claims against the town, and

**WHEREAS** the balance in the workers compensation fund are in excess of anticipated claims against the town;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
173.099010.595175	Transfer from Workers Comp	1,829,000	
175.092801.481173	Risk Retention Claims		1,829,000

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

11.01.2011  
110817

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 817**

**RIVERHEAD SEWER DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS** the Sewer District Superintendent has requested a transfer from the reserve account to cover unanticipated costs;

**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>
114.000000.499999	Riverhead Sewer Fund Balance	13,500	
114.081300.541416	Replacement & Improvements		13,500

**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

11.01.2011  
110818

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 818**

**AWARDS BID FOR DOWNTOWN WATERFRONT DOCKS PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the site improvements and purchase of a floating dock for the Town of Riverhead property along the downtown waterfront for improved public access by rowing clubs such as East End Rowing and boat storage within the Town of Riverhead parking district through Round 9 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, two (2) bids were received, opened and read aloud on the 28<sup>th</sup> day of October at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Downtown Waterfront Docks Program be and is hereby awarded to Row for Fun, LLC in the amount of Thirty Four Thousand Fifty Three & 30/100 (\$34,053.30); and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

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

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Clerk to forward a copy of this resolution to Row For Fun, LLC, 118 Wayside Road, Hewitt, NJ 07421, Engineering Department, Community Development, Purchasing Department and the Office of Accounting; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 819**

**RATIFIES APPROVAL OF MILITARY LEAVE OF ABSENCE FOR A POLICE OFFICER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Police Officer Timothy McAllister is a Reservist of the United States Air National Guard; and

**WHEREAS**, Police Officer McAllister has military orders calling him to training, effective September 18, 2011 to October 22, 2011; and,

**WHEREAS**, Police Officer McAllister has requested an unpaid military leave of absence from September 22 to September 25, September 30 to October 3, October 8 to October 11 and October 16 to October 19, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the Uniformed Services Employment and Reemployment Rights Act, Title 38, the Town Board hereby ratifies Police Officer Timothy McAllister's request for an unpaid military leave of absence for the aforementioned dates.

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

**THE VOTE**

Giglio 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 # 820**

**APPOINTS A PUBLIC SAFETY DISPATCHER TO THE POLICE DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, vacancies for Public Safety Dispatcher I exist in the Police Department; and,

**WHEREAS**, the Suffolk County Department of Civil Service has established List #11-DC275 for Public Safety Dispatcher I which was canvassed; and,

**WHEREAS**, pursuant to a completed background investigation and personal interview, it is the recommendation of Chief David J. Hegermiller and the Town Personnel Committee that Christian Bobinski be appointed to this position.

**NOW, THEREFORE, BE IT RESOLVED**, effective November 2, 2011, this Town Board hereby appoints Christian Bobinski to the position of Public Safety Dispatcher I as found in Group 1, Step P of the Public Safety Dispatcher salary schedule in the CSEA contract; and,

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 821**

**APPOINTS A PUBLIC SAFETY DISPATCHER TO THE POLICE DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, vacancies for Public Safety Dispatcher I exist in the Police Department; and,

**WHEREAS**, the Suffolk County Department of Civil Service has established List #11-DC275 for Public Safety Dispatcher I which was canvassed; and,

**WHEREAS**, pursuant to a completed background investigation and personal interview, it is the recommendation of Chief David J. Hegermiller and the Town Personnel Committee that John Seus be appointed to this position.

**NOW, THEREFORE, BE IT RESOLVED**, effective November 2, 2011, this Town Board hereby appoints John Seus to the position of Public Safety Dispatcher I as found in Group 1, Step P of the Public Safety Dispatcher salary schedule in the CSEA contract; and,

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

**THE VOTE**

Giglio Yes No Gabrielsen Yes No  
Wooten Yes No Dunleavy Yes No  
Walter - ABSTAIN

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 822**

**APPOINTS A PUBLIC SAFETY DISPATCHER TO THE POLICE DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, vacancies for Public Safety Dispatcher I exist in the Police Department; and,

**WHEREAS**, the Suffolk County Department of Civil Service has established List #11-DC275 for Public Safety Dispatcher I which was canvassed; and,

**WHEREAS**, pursuant to a completed background investigation and personal interview, it is the recommendation of Chief David J. Hegermiller and the Town Personnel Committee that Nancy Kruszon-Walters be appointed to this position.

**NOW, THEREFORE, BE IT RESOLVED**, effective November 2, 2011, this Town Board hereby appoints Nancy Kruszon-Walters to the position of Public Safety Dispatcher I as found in Group 1, Step P of the Public Safety Dispatcher salary schedule in the CSEA contract; and,

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.01.2011  
110823

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 823**

**ACCEPTS THE RESIGNATION OF A PART-TIME HOMEMAKER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received a letter from Part-Time Homemaker Nancy Swenk tendering her resignation effective October 31, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Nancy Swenk.

**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 # 824**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT AUTHORIZING THE TOWN TO ACCEPT MATCHING GRANT FUNDS FROM THE SUFFOLK COUNTY WATER QUALITY PROTECTION AND RESTORATION PROGRAM REGARDING THE WADING RIVER DUCK PONDS WATER QUALITY IMPROVEMENT PROJECT IN THE MAXIMUM AMOUNT OF \$169,925.00**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County Water Quality Protection and Restoration Program has approved a matching grant in the maximum amount of \$169,925.00 for the benefit of the Town of Riverhead, which grant will fund drainage system remediation and other improvements at and in the vicinity of the Wading River Duck Ponds, within the jurisdiction of the Town of Riverhead; and

**WHEREAS**, said project shall require an inter-municipal agreement with Suffolk County and a Riverhead Township funding match of \$169,925.00 to obtain the maximum amount of the matching grant; and

**WHEREAS**, said project requires a State Environmental Quality Review (SEQRA) determination; and

**WHEREAS**, by Town Board resolution number 743 of 2011 (October 4, 2011), the Town of Riverhead declared itself to be lead agency in the State Environmental Quality Review of the Wading River Duck Ponds Water Quality Improvement Project; and

**WHEREAS**, the Riverhead Town Planning Department reviewed the project documentation including a short EAF Part I form prepared by the Riverhead Town Engineering Department and has recommended the directly undertaken action be considered Unlisted pursuant to 6 NYCRR Part 617 for which coordinated SEQR review is optional and in this case unnecessary; and

**WHEREAS**, the project plan proposes structural and non-structural best management practices for storm water runoff and sediment control within the upland tributary area of the ponds; and

**WHEREAS**, by Town Board Resolution number 743 of 2011 (October 4, 2011), the Town Board classified the proposed water quality improvement project as an Unlisted action pursuant to SEQR without the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement need not be prepared.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to execute an inter-municipal agreement with Suffolk County for the above-referenced project, which agreement shall be reviewed and approved by the Town Attorney; and be it further

**RESOLVED**, that the Town of Riverhead accepts the subject funding grant in the amount of \$169,925.00 from the Suffolk County Water Quality Protection and Restoration Program, which grant will retroactively fund drainage system remediation and other improvements at and in the vicinity of the Wading River Duck Ponds, within the jurisdiction of the Town of Riverhead with the representation that the Town of Riverhead shall appropriate \$339,850.00 from town funding sources which shall serve as the condition to obtain the matching grant of \$169,925.00; and be it further

**RESOLVED**, that the Town's Financial Administrator is hereby authorized and directed to disburse the necessary funding in the amount of \$339,850.00; and be it further

**RESOLVED**, that the Town Clerk is directed to forward a copy of this resolution to Brian Culhane, Commissioner, Suffolk County Department of Environment and Energy, Division of Water Quality Improvement, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788-0099; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; George Woodson, Town Highway Superintendent; Town Attorney's Office. All other 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

11.01.2011  
110825

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 825**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PICK UP AND  
REMOVAL OF TOWN YARD WASTE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PICK UP AND REMOVAL OF TOWN YARD WASTE.

**NOW THEREFORE BE IT RESOLVED**, the Town Clerk is hereby authorized to publish and post the following public notice in the November 3, 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 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 PICK UP AND REMOVAL OF TOWN YARD WASTE will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on November 14, 2011 at which time they will be publicly opened and read aloud.

Bid specifications may be examined and/or obtained on or about November 4, 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](http://www.riverheadli.com) and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "PICK UP AND REMOVAL OF TOWN YARD WASTE".

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

# **TOWN OF RIVERHEAD BID SPECIFICATION**

## **PICK UP AND REMOVAL OF TOWN YARD WASTE**

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

The Town of Riverhead (“Town”) provides a yard waste “drop-off” location to Town residents at the Town’s Yard Waste Facility. Note, the yard waste drop-off is not available to business or commercial entities. Residents may drop off loose (not bagged) yard waste including grass, leaves, brush, logs, and branches. Depending on the rate of incoming material, the Town will periodically request the services of the CONTRACTOR to provide the necessary equipment and labor to pick up and remove yard waste debris from the Youngs Avenue Yard Waste Collection Facility.

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

CONTRACTOR shall provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely pick up and remove the yard waste from the following site:

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

#### **1. Performance Specifications**

- a. The contractor shall be required to pick up and remove yard waste from the Town Yard Waste Facility at Youngs Avenue, Calverton, NY.
- b. All yard waste shall be transported to a registered/licensed NYSDEC approved site for the deposit and/or storage of yard waste and related debris, including but not limited to grass clippings, stumps, leaves, branches and garden waste. Contractor must provide the Town of Riverhead with the name of the dump site and NYSDEC license number. Note, if the Contractor is not identified as applicant/licensee/permittee on the NYSDEC approved site, Contractor must provide the Town of Riverhead with evidence of permit/approval/contract to use the NYSDEC licensed dump site.
- c. Bid shall be per cubic yard, determined by the capacity of the vehicle being loaded to remove the yard waste. All loads must be tightly packed to insure full capacity of vehicle

being load to remove the yard waste. The Sanitation Superintendent or his designee may examine all loads for compliance with the above.

- d. Loading Equipment and Vehicles for Transport: The Town of Riverhead will not be responsible for any damage to the CONTRACTOR'S equipment or vehicles related to services required for pickup and removal (transport).
- e. Hours of Operation: All work shall be conducted during weekdays (Monday through Friday) between the hours of 8:30 a.m. and 4:30 p.m. and Saturday between the hours of 7:00 a.m. and 3:30 p.m.
- f. Monitor/Record of Operation: A daily log of equipment and vehicle operating times shall be maintained by the Contractor and/or Contractor's employee/equipment operator and submitted to the Sanitation Superintendent or his designee for approval and signature, together with the receipt from disposal site or from contractor per load including truck number) indicating volume of material and same shall serve as the basis for payment by the Town.
- g. Site Security: The Town's Yard Waste Facility is fenced with a locking gate. The Contractor's equipment may be left overnight at the Facility, however, the Town assumes no responsibility for Contractor's equipment.
- h. Schedule for Pick up and Removal: The CONTRACTOR will provide the Sanitation Superintendent or his designee with written notice of the scheduled start date at least 10 days prior to pick up and removal event to allow the Sanitation Department sufficient time such that, if required, public notice of site closure or in the alternative, in order to accommodate the public during periods of pick up and removal, 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.

## **2. Payment**

The CONTRACTOR shall receive payment based upon an agreed upon total volume of yard waste material removed from the site. As set forth above, the determination as to the volume of material removed from the site will be based on the number and size of the containers of debris removed from the site.

### **III. General Bid Specifications**

#### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead **Pick up and Removal of Town Yard Waste** and received no later than 11:00 am on November 14, 2011 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

#### **2. Bid Modifications**

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

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

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

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

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

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

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

## **6. Sub-Contracting**

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

## **7. Discrepancies and Omissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

The term of the contract between the successful bidder and the Town shall be for one (1) year with extensions for one (1) year periods.

### **14. Independent Contractors**

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

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

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

transact business in the State of New York and shall transport and deposit the yard waste to a NYSDEC approved site. In the event the NYSDEC issues a violation for the CONTRACTOR'S yard waste site or terminates permit or license for site, the Town reserves the right to terminate the contract effectively immediately.

## **16. Notice**

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

**Sanitation Superintendent John F. Reeve**

**200 Howell Avenue**

**Riverhead, NY 11901**

## **17. Indemnification**

### **a. General Indemnification:**

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

### **b. Insurance**

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

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

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

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

The following information shall be provided in each bid in the order listed below. The bid proposal must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

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

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

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

#### **V. BID**

#### **PICK UP AND REMOVAL OF TOWN YARD WASTE**

#### **TOWN OF RIVERHEAD**

#### **BID SHEET**

##### **1. Company information:**

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

---

---

---

b. Identify the facility that CONTRACTOR shall transport all yard waste and related debris to, together with NYSDEC permit/licensee # for the facility: \_\_\_\_\_

---

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

---

---

---

---

d. Identify the equipment available to perform the items identified in the scope of services and identify if the company and personnel have any necessary expertise/training and ,to the extent required by law, permits and licenses to operate the equipment required to perform the pick up and removal (transport) services.

Equipment (Identify each piece of equipment, NYS Vehicle Identification #, License Plate # and information regarding volume of vehicles (trucks) to remove and transport the yard waste.

---

---

Personnel: \_\_\_\_\_

---

---

**2. Insurance:**

a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

b. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and

c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

(In the event Contractor shall be determined to be the lowest responsible bidder, Contractor shall be required to provide proof of insurance and name the Town of Riverhead as an additional insured on General Liability Insurance and Professional Liability Insurance.)

**3. Bid Amount:**

a. COST PER CUBIC YARD \$\_\_\_\_\_

Note, all costs related to pick up and removal, including locating equipment to site, remove equipment from the site, fuel, and labor are to be included and incorporated into the cost per cubic yard. The Town shall not be responsible for any other costs to perform the tasks identified in the Bid Specifications.

b. PERMIT/LICENSE

A copy of permit/license for the facility must be annexed to bid.

c. INSURANCE

Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified in paragraph 2 above within thirty six hours of notification of successful bid and prior to commencement of any services identified in the contract/bid specification. In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

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

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

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

**TOWN OF RIVERHEAD**

**Resolution # 826**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH EAST END ACCOUNTING SERVICES CORP.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead requires the services of an accounting service to assist the Town with internal audits; and

**WHEREAS**, East End Accounting Services Corporation will provide on-going internal audit contract services on a per diem basis for the Town of Riverhead; and

**WHEREAS**, budget and cost estimates will be provided by East End Accounting Services Corporation and approved by Town management prior to commencement of engagement; and

**WHEREAS**, East End Accounting Services Corporation has agreed to the terms and provisions in the Professional Services Agreement; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute the Professional Services Agreement with East End Accounting Services Corporation, in substantially the form annexed hereto, and be it further;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of October, 2011 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and East End Accounting Services Corp., a corporation existing under the laws of the State of New York with a principal place of business at P.O Box 3054, Southampton, NY 11969 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services related to internal audit (independent, objective assurance and consulting activity designed to add value and improve the Town's operations and assist the Town accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes). All services shall be provided as an independent contractor and not as an employee of Town. Consultant will provide on-going internal audit contract services on a per hour basis for the Town of Riverhead. Internal audit assignments will be determined and assigned by Town management through the Town Supervisor and Audit Committee. Budget and cost estimates will be provided by East End Accounting Services Corporation and approved by town management prior to commencement of engagement. It is agreed that all work will be performed by Charlene Kagel, CPA and utilize (billing for) team staff will only utilized if needed and approved in advance, by the Town Supervisor.

### 2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same and terminate upon completion. It is agreed and understood that time is of the essence with respect to the internal audit of the Town's finances and such other policies and procedures related to such matters employment benefits, procurement, investment etc. Consultant and Town agree that all services under this agreement are to be completed by December 31, 2012.

### 3. PAYMENT

For these services Town of Riverhead will pay Consultant based upon the fee schedule set forth below. The Town will pay Consultant the following fees: Charlene Kagel, CPA, Company President \$125 hourly, Helen McIntire, Senior Accounting Consultant \$80 hourly, Ron Pulito CPA, JD Audit Manager \$ 95 hourly, and Robert Brandt, Accounting Associate \$40 hourly for the services described in paragraphs one above. Note, as set forth above all internal audit assignments will be determined and assigned by Town management through the Town Supervisor and Audit Committee. Budget and cost estimates will be provided by East End

Accounting Services Corporation and approved by town management evidenced by letter of engagement identifying the services and executed by the Supervisor prior to commencement of said services. It is agreed additional staff will only utilized if needed, and subject to approval, letter of engagement executed by the Supervisor, for additional staffing in advance of commencement of such work. The Town shall require the submission of documentation, including time records, identifying the services provided and individual performing the identified tasks. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for the services identified in paragraph one. It is agreed and understood that this agreement for payment of services does not include reimbursement for any out of pocket expenses and the Town shall not have any liability related to same.

#### 4. RIGHTS TO DOCUMENTS OR DATA

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 8. RECORDS

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

## 9. CHANGES

As set forth in paragraphs #1 and #3 above, all internal audit assignments will be determined and assigned by Town management through the Town Supervisor and Audit Committee. The Town, by written request of the Supervisor may at any time, by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement and/or Letters of Engagement provided such services are within the general scope of this Agreement (i.e. internal audit of Town financial statements/records). In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Supervisor. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Bill Rothaar, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to East End Accounting Services Corp., P.O. Box 3054, Southampton, NY 11969.

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages,

liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

### 13. CONFLICT OF INTEREST

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

### 14. DISCLOSURE

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

### 15. DISPUTES

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

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

TOWN OF RIVERHEAD

EAST END ACCOUNTING SERVICES

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

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

**TOWN OF RIVERHEAD**

**Resolution # 827**

**AUTHORIZATION FOR BUILDING DEPARTMENT TO WAIVE APPLICATION FEE  
FOR EAST END ARTS COUNCIL FOR HOLIDAY BANNER**

Drop Down for Councilperson offered the following resolution,

which was seconded by Drop Down for Councilperson

**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 East End Arts Council operates an art gallery and School of the Arts, offering instruction to residents and non-residents of all ages and abilities in the arts, music and theatre; and

**WHEREAS**, the East End Arts Council has hosted and sponsored numerous cultural events and exhibitions to benefit all residents of the community and improve the downtown business district; and

**WHEREAS**, the East End Arts Council has submitted an application to the Building Department for permission to place a banner across Main Street for the purpose of promoting the arts and advertising art creations for sale to support East End Arts Council's mission and requested waiver of the application fee; and

**WHEREAS**, the Architectural Review Board reviewed the application for signage and made recommendations to the Building Department; and

**WHEREAS**, the East End Arts Council has expressed willingness to incorporate and adhere to recommendations of Building Department and Architectural Review Board, including size, language, duration of signage and adherence to any and all recommendations or requirements of New York State Department of Transportation; and

**WHEREAS**, the Town Law § 64(17-b) authorizes the Town Board to promote the cultural development of the residents of the community by appropriating and expending funds for promotion of the literary, graphic, dramatic and performing arts through demonstrations, performances and exhibits of art and art forms; and

**WHEREAS**, the Town Board recognizes and commends the East End Arts Council and all its members for the dedication and efforts to bring the arts to the Riverhead community, including Community Mosaic Street Painting Festival, Harvest Gospel Concert Series and Winter Jazz on the Vine and seeks to support the East End Arts Council; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead authorizes the Building Department to waive the application fee for the proposed banner for the purpose of promoting the arts and advertising art creations for sale to support East End Arts Council's mission subject to such conditions of approval as required by the Building Department and New York State Department of Transportation referenced above; 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, Building Department, and Architectural Review Board, 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

11.01.2011  
110828

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 828**

**PAYS BILLS**

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

ABSTRACT #11-39 October 20, 2011 (TBM 11/01/11)				
FUND NAME			10/20/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		895,387.17	895,387.17
POLICE ATHLETIC LEAGUE	4		649.80	649.80
RECREATION PROGRAM FUND	6		8,686.62	8,686.62
HIGHWAY FUND	111		175,321.25	175,321.25
WATER DISTRICT	112		61,416.98	61,416.98
RIVERHEAD SEWER DISTRICT	114		77,389.53	77,389.53
REFUSE & GARBAGE COLLECTION DI	115		6,080.33	6,080.33
STREET LIGHTING DISTRICT	116		50,982.28	50,982.28
PUBLIC PARKING DISTRICT	117		502.00	502.00
EAST CREEK DOCKING FACILITY FU	122		2,522.54	2,522.54
CALVERTON SEWER DISTRICT	124		3,546.97	3,546.97
RIVERHEAD SCAVANGER WASTE DIST	128		25,094.40	25,094.40
RISK RETENTION FUND	175		5,802.04	5,802.04
CDBG CONSORTIUM ACOUNT	181		703.01	703.01
COMMUNITY DEVELOPMENT AGENCY C	405		3,161.40	3,161.40
TOWN HALL CAPITAL PROJECTS	406		29,085.94	29,085.94
WATER DISTRICT CAPITAL PROJECT	412		17,408.46	17,408.46
TRUST & AGENCY	735		1,043,165.99	1,043,165.99
CALVERTON PARK - C.D.A.	914		542.00	542.00
	914			
<b>TOTAL ALL FUNDS</b>			<b>2,407,448.71</b>	<b>2,407,448.71</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

11.01.2011  
110828

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 828**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-40 October 27, 2011 (TBM 11/01/11)				
FUND NAME			10/27/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		515,853.14	515,853.14
RECREATION PROGRAM FUND	6		7,341.10	7,341.10
HIGHWAY FUND	111		55,730.48	55,730.48
WATER DISTRICT	112		93,956.88	93,956.88
RIVERHEAD SEWER DISTRICT	114		72,220.94	72,220.94
REFUSE & GARBAGE COLLECTION DI	115		359,288.62	359,288.62
STREET LIGHTING DISTRICT	116		3,830.45	3,830.45
PUBLIC PARKING DISTRICT	117		439.92	439.92
BUSINESS IMPROVEMENT DISTRICT	118		50.63	50.63
CALVERTON SEWER DISTRICT	124		753.24	753.24
RIVERHEAD SCAVANGER WASTE DIST	128		63,309.12	63,309.12
GENERAL FUND DEBT SERVICE	384		1,783,288.30	1,783,288.30
TOWN HALL CAPITAL PROJECTS	406		12,637.50	12,637.50
TRUST & AGENCY	735		59,273.69	59,273.69
TOTAL ALL FUNDS			3,027,974.01	3,027,974.01

**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 # 829**

**RIVERHEAD DOWNTOWN  
WATERFRONT DOCKS PROGRAM**

**BUDGET ADOPTION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, A fully executed contract has been received from Suffolk County Department of Economic Development for Downtown Revitalization and Renewal projects.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to establish 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  Was Not   
Thereupon Duly Declared Adopted

**On a motion by Councilman Wooten, seconded by Councilman Dunleavy  
Resolution #829 was TAKEN OFF THE FLOOR**

**THE VOTE:**

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

10.18.2011  
110795

10.18.11 TABLED  
11.01.11 UNTABLED  
11.01.11 ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 795**

**AUTHORIZES THE SALE OF SURPLUS TOWN PERSONAL PROPERTY,  
TO WIT: SHIP CHAIN**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Municipal Garage informed the Town that there exists surplus/obsolete ship chain some of which is currently stored at the Municipal Garage and other sections of chain located at EPCAL; and

**WHEREAS**, the Municipal Garage opines that there exists a market for the chain and seeks permission to sell the chain rather than store and/or discard the chain; and

**WHEREAS**, the Town of Riverhead Procurement Policy, which was amended by Resolution #198 adopted by the Town Board on March 15, 2011, authorizes the Town to dispose of personal property; and

**WHEREAS**, the Town is authorized to dispose of surplus property pursuant to Guideline 8 of the Town's Procurement Policy based upon an evaluation by the Town Financial Administrator, with the assistance of the department head, regarding estimated surplus value and, thereafter, recommendation of Financial Administrator to the Town Board regarding disposal and sale; and

**WHEREAS**, the Town's Municipal Garage secured three quotes for the sale, including pick up and haul, of ship chain; and

**WHEREAS**, the Financial Administrator recommends that the Town approve the sale of the ship chain to Michael Majsce, Inc. at a price of \$301.00 per ton; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board is hereby authorized to sell ship chain in the possession of the Town Municipal Garage to Michael Majsce, Inc. at a rate of \$301.00 per gross ton, including pick up and hauling costs, from such locations identified by Municipal Garage; and be it further

**BE IT FURTHER RESOLVED**, that the Financial Administrator shall deposit said funds received from the sale of the surplus property in the appropriate account; 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 **TABLED**

11.01.11

On a motion from Councilman Dunleavy, seconded by Councilman Wooten Resolution #795 was **UNTABLED**

**THE VOTE:**

YES-5      Giglio, yes; Dunleavy, yes; Wooten, yes; Dunleavy, yes; Walter, yes  
NO-0

Followed by a motion from Councilman Gabrielsen, seconded by Councilwoman Giglio Resolution #795 was **ADOPTED**

**THE VOTE:** Giglio, yes; Dunleavy, yes; Wooten, yes; Dunleavy, yes; Walter, yes  
YES-5  
NO-0