

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution #06**

**AUTHORIZES THE CHAIRMAN TO EXECUTE AN AGREEMENT  
WITH NEW YORK & ATLANTIC RAILWAY COMPANY  
TO USE RAILROAD TRACK AND RAIL INFRASTRUCTURE  
AT EPCAL AND CONDUCT FREIGHT RAIL OPERATIONS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the rehabilitation of the railroad track and rail infrastructure (the "subject track") at Calverton Enterprise Park above mentioned project to Railroad Construction Co., Inc.;

**WHEREAS**, the above mentioned project for the rehabilitation of the subject track at Calverton Enterprise Park has been completed and the Town of Riverhead Community Development Agency wishes to enter into an agreement for the operation of freight rail upon the subject track.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman is hereby authorized to execute an Agreement with New York & Atlantic Rail in substantially the form attached hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Polan, Esq., Manatt, Phelps & Phillips, LLP, 7 Times Square, New York, New York 10036; New York & Atlantic Railway Company, 68-01 Otto Road, Glendale, New York 11385; the Community Development Agency Director and the Town Attorney; and be it further

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

**NEW YORK & ATLANTIC RAILWAY COMPANY**  
**OPERATING AGREEMENT**

This Operating Agreement (“**Agreement**”), made as of this \_\_\_th day of \_\_\_\_\_, 2012 (the “**Effective Date**”), by and between the **New York & Atlantic Railway Company**, located at 68-01 Otto Road, Glendale, NY 11385 (“**Railroad**”), and the **Town of Riverhead Community Development Agency** (the “**CDA**”) and the **Town of Riverhead** (the “**Town**”) with an office located at 200 Howell Avenue, Riverhead, NY 11901.

**WHEREAS** the Town has acquired certain easements for railroad purposes in the property called EPCAL, located in Suffolk County, New York (the “**Property**”);

**WHEREAS** the CDA owns or leases, and the Town and the CDA desire to construct and rehabilitate the railroad track and rail infrastructure (as further described below, the “**Subject Track**”) on the Property, that connects or will connect with the Long Island Rail Road (“**LIRR**”) at or near milepost 63.6;

**WHEREAS** pursuant to the Transfer Agreement (the “**Transfer Agreement**”) between LIRR and Southern Empire State Railroad Company (now called New York & Atlantic Railway), dated November 18, 1996, as amended, Railroad is the exclusive freight railroad operating on the LIRR and, therefore may conduct freight operations on the LIRR rail line at its connection with the Subject Track;

**WHEREAS** the Town, the CDA, and Railroad desire that the Subject Track be used for rail freight operations to enhance future development of the Property;

**AND WHEREAS** the parties have agreed that such Subject Track shall be subject to the terms, covenants and conditions hereinafter described.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

- 1.1 “**Clearance Point**” means the location near the switch where the Subject Track connects to the LIRR rail line at or about 14.5 feet from the center-line of the nearest track on the LIRR rail line.
- 1.2 “**Exhibit A**” means the insurance schedule marked Exhibit A that is attached hereto and which forms part of this Agreement.
- 1.3 “**Exhibit B**” means the plan marked Exhibit B that is attached hereto depicting the Subject Track and identifying Points A, B, and C and which forms part of this Agreement.
- 1.4 “**Exhibit C**” means the documents attached hereto evidencing the Town’s and the CDA’s real property rights and interests, public authority and permission, including applicable permits, necessary for the construction, maintenance and operation of the Subject Track.
- 1.5 “**FRA**” means the Federal Railroad Administration or any successor.
- 1.6 “**Hazardous Materials**” means (i) “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.

Section 9601 *et seq.*, and any regulations promulgated thereunder, each as it may be in effect from time to time, (ii) “hazardous materials” as defined under the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*, and any regulations promulgated thereunder, each as it may be in effect from time to time, (iii) “hazardous waste” as defined under New York Environmental Conservation Law Section 27-0901 *et seq.* and any regulations promulgated thereunder, each as it may be in effect from time to time, (iv) “hazardous substance” as defined under the Clean Water Act, 33 U.S.C. Section 1321 and any regulations promulgated thereunder, each as it may be in effect from time to time, (v) “Petroleum” as defined in N.Y. Environmental Conservation Law § 15.0514, and any regulations promulgated thereunder, each as it may be in effect from time to time, (vi) asbestos, (vii) polychlorinated biphenyls, and (viii) any other substance regulated by federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

- 1.7 “**Point A**” identifies the beginning of the Subject Track at the point of the switch on the LIRR rail line.
- 1.6 “**Point B**” identifies the Clearance Point from the switch on the LIRR rail line.
- 1.7 “**Point C**” identifies the end of the Subject Track.
- 1.8 “**Subject Track**” means the entire track or tracks which comprise the Subject Track (Points A and C identify the extreme limits) and includes turnouts, track, Track Materials, ballast, sub-ballast, crossing materials, crossing protection apparatus, signals, circuitry, fencing, structures such as culverts, bridges and retaining walls, land improvements or alterations required to accommodate the track such as cuts, embankments and ditches, and the land occupied and required to accommodate all the features of the Subject Track including the foregoing to the extent of the Town’s and the CDA’s interest therein pursuant to the documents attached hereto as Exhibit C.
- 1.9 “**Track Materials**” means and includes rails, rail anchors, fastenings, spikes, switch materials, derails, bumping posts, the plates and track and switch ties.

**ARTICLE 2 - PROVISION OF SUBJECT TRACK AND  
SECURING OF RIGHT OF WAY**

- 2.1 The Town and the CDA grant to the Railroad the right to operate on the Subject Track in accordance with the terms set forth in this Agreement. Each of the Town and the CDA represents that it has no knowledge of any fact or circumstance that would impair such party’s rights granted pursuant to the documents attached hereto as Exhibit C with respect to the Subject Track.
- 2.2 Each of the Town and the CDA represents that, except as set forth on Exhibit C, it has no knowledge of any fact or circumstance that would impair such party’s rights granted pursuant to the documents attached hereto as Exhibit C with respect to the ability of additional customers to connect to the Subject Track, and each of the Town and the CDA shall diligently make good faith efforts to maintain or acquire any such rights necessary to allow said connections to the Subject Track, provided that such efforts shall be at no cost or expense to such party.

- 2.3 In the event that, in the reasonable opinion of Railroad, such rights as conveyed to Railroad pursuant to this Agreement are not sufficient for Railroad to conduct rail freight operations on the Subject Track or for the ability of additional customers to connect to the Subject Track, Railroad shall provide written notice of same to the Town and the CDA, and the Town and/or the CDA may, in each such party's sole discretion, elect to remedy such conditions at its expense. In the event the Town and the CDA elect not to remedy such conditions, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.
- 2.4 Except to the extent such obligation is expressly assumed by Railroad hereunder, the Town and the CDA shall strictly comply with all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction (collectively, "Laws"), including, without limitation, those pertaining to environmental matters relating to the ownership of the Subject Track.
- 2.5 If any roadway within the Property is or will be crossed or otherwise affected by the Subject Track, the CDA shall be responsible for securing the approval of the party or agency with jurisdiction and for any improvements required in connection with such approval.
- 2.6 The CDA and the Town shall have sole responsibility for the maintenance and repair of the pedestrian crossing located between Point B and River Road. Except to the extent caused by Railroad's negligence or wilful misconduct, the CDA and the Town shall be solely liable for any claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, for injuries, as well as those resulting in death, or for damage to or destruction of third party property arising from the use of the crossing.
- 2.7 Except as set forth in this Article 2 and Section 3.1, Railroad acknowledges and agrees that the Subject Track is being delivered hereunder on an "as is/where is" basis, subject to Railroad's acceptance pursuant to Section 3.2.

### **ARTICLE 3 – CONSTRUCTION, MAINTENANCE AND OWNERSHIP**

- 3.1 The CDA and the Town, at their own expense, shall complete the following work:
- a) necessary and appropriate grading and drainage for the Subject Track;
  - b) rehabilitation of the Subject Track to FRA Class I standards; and
  - c) furnish routine inspections on an ongoing basis of any active warning devices (*i.e.*, crossing signals) present at the Subject Track. Additionally, the CDA and the Town will be responsible to respond to any grade crossing active warning device failures that may occur. Any work required to be performed on the active warning devices shall be done by the CDA or the Town at the CDA's own expense.
- 3.2 The CDA shall provide Railroad with written notice of the CDA's completion of the work identified in Section 3.1 (a and b), and Railroad shall have the right to inspect such work within thirty (30) days after the receipt of such notice. Within thirty (30) days following such thirty (30) day inspection period, Railroad shall provide the Town and the

CDA with written notice advising whether Railroad accepts the Subject Track as industrial trackage as is, or detailing the reasons why the CDA's work is not acceptable. The Town and/or the CDA may, in each such party's sole discretion, elect to remedy such conditions at its expense and provide Railroad with written notice of its completion thereof. Railroad shall have the right to re-inspect such work within thirty (30) days after the receipt of such notice, and shall provide the Town and the CDA with written notice of Railroad's acceptance or rejection of the work within thirty (30) days following such thirty (30) day re-inspection period. In the event the Town and the CDA elect not to perform any work described in this Section 3.2, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.

- 3.3 Upon Railroad's acceptance of the Subject Track pursuant to Section 3.2, but subject to the terms and conditions of Section 3.4, Railroad shall maintain the Subject Track in good repair and condition to FRA Class I standards and in accordance with applicable FRA regulations as required to ensure good and safe operation on the Subject Track without charge to the Town or the CDA.
- 3.4 Railroad acknowledges and agrees that the Town and the CDA have not made any representations or assurances with respect to the volume of business that Railroad will or may have in the exercise of the rights granted herein during the term of this Agreement. Notwithstanding the foregoing, if Railroad determines in its sole discretion that after a period of three (3) years the volume of freight rail traffic on the Subject Track or on privately owned industry tracks which connect to the Subject Track is insufficient for its business purposes, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA. In the event the Agreement is terminated pursuant to this Section 3.4, the CDA shall indemnify the reasonable out-of-pocket costs and expenses incurred by Railroad in defending against a complaint of a customer receiving service from the Railroad on the Subject Track to the Surface Transportation Board, provided and solely to the extent that such complaint directly concerns the Railroad's failure to provide common carrier service due to the Railroad's termination of this Agreement pursuant to this Section 3.4. Such indemnification obligation shall be subject to and conditioned upon the Railroad including in all contracts or agreements for service on the Subject Track an express waiver by the customer of any complaint, claim, or other action for specific performance, costs, expenses, damages, or any other remedy (including without limitation any remedy that might otherwise be available by order of the Surface Transportation Board) on account of Railroad's failure to provide common carrier service due to termination of this Agreement.
- 3.5 The CDA shall own the Subject Track subject to the operating rights of Railroad granted herein. The Town and the CDA shall not assess any taxes on Railroad on account of Railroad's rights as an operator of the Subject Track pursuant to this Agreement. In the event any taxes or assessments are lawfully levied or assessed by any other public authority against the Subject Track, the Town, the CDA, and Railroad shall confer regarding a mutually

acceptable allocation of such taxes or assessments as between the parties, and if the parties are unable to determine a mutually acceptable allocation, then either party may, as its sole remedy (but without limiting any remedies such party may have with respect to any breach by the other party of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the other party.

#### **ARTICLE 4 - ALTERATIONS**

- 4.1 Should LIRR make such changes in the track to which the Subject Track connects, in railway structures or facilities, or in the characteristics of the engines and other equipment to be operated on the Subject Track, as would in the reasonable opinion of Railroad necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, or should orders or regulations issued by the FRA, Surface Transportation Board or other authority having jurisdiction in relation thereto necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, Railroad shall provide reasonably detailed written notice to the Town and the CDA, and the Town and/or the CDA may, in each such party's sole discretion, elect to perform such work at its expense and under the supervision of Railroad. In the event the Town and the CDA elect not to perform such work, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.
- 4.2 Railroad shall not make modifications to the Subject Track or the Property without the prior written approval of the Town and the CDA, which shall not be unreasonably withheld.

#### **ARTICLE 5 - USE**

- 5.1 Railroad shall have the exclusive right, free of charge, to use the Subject Track for railway purposes and the movement of freight, subject to the terms and conditions of this Agreement, and in accordance with the rules and regulations of LIRR and applicable Laws. Railroad shall provide rail service to customers consistent with Railroad's obligations pursuant to 49 U.S.C. section 10741 and other applicable regulations and requirements of the Surface Transportation Board. Notwithstanding anything to the contrary set forth herein, Railroad shall not assert that the jurisdiction of the Surface Transportation Board, if any, extends to pre-empt any land use or zoning Laws applicable to the Subject Track and/or the Property.

#### **ARTICLE 6 - CLEARANCES**

- 6.1 The Town and the CDA shall, in the provision or alteration (if any) by or on behalf of the Town or the CDA of the Subject Track and of any building or other structure erected or to be erected by or on behalf of the Town or the CDA over the Subject Track or on adjoining lands, observe and fully comply with all the Laws and engineering standards in force, as amended from time to time, or which may hereafter come into force relating to railways, industry tracks or private sidings or buildings or structures over industry tracks or adjacent thereto. Neither the Town nor the CDA shall approve, to the extent such party has approval authority, of (a) any vertical structures proposed to be erected within

10 feet of the centerline of rail or (b) horizontal structures less than regulatory height (currently 22.5 feet).

- 6.2 The Town and/or the CDA, as applicable, shall notify Railroad in advance, in writing, if a building or structure to be constructed by or on behalf of such party, and any other building or structure for which such party's approval has been sought, over or beside the Subject Track will encroach within clearance requirements (such encroachment will be deemed to create "**Restricted Clearance**"), and shall submit to Railroad for review and approval, which shall not be unreasonably withheld or delayed, detailed plans and designs stamped by a Professional Engineer as well as detailed information regarding the reasons for less than standard clearance, operations over the trackage and any other information that Railroad may reasonably require in connection with such construction by or on behalf of the Town and/or the CDA. Any Restricted Clearance in connection with such construction by or on behalf of the Town and/or the CDA or for which the such party's approval has been sought must be approved by Railroad, and, in the interest of safety, Railroad, in its reasonable discretion and as a condition to granting its approval, may require modifications to such plans and designs to minimize any such Restricted Clearance.
- 6.3 The Town and the CDA shall be responsible for providing, installing and maintaining signage (a) regarding any Restricted Clearance in connection with any building or structure to be constructed by or on behalf of the Town or the CDA and any other building or structure for which such party's approval has been sought, (b) at a location no more than 200 feet from each rail approach to any such Restricted Clearance location, and (c) on the Property at or near Point A of the Subject Track. In the event that the Town and the CDA fail to install and/or maintain such signage, Railroad may provide, install or replace the signage at the cost and expense of the Town and the CDA; however, Railroad shall not be obligated or responsible to provide, install or maintain same.

#### **ARTICLE 7 - LIABILITY**

- 7.1 Except to the extent caused by the negligence or wilful misconduct of the Town and/or the CDA, and as provided in Section 2.6 herein, Railroad shall defend, indemnify and save harmless the Town and the CDA, all of its respective directors, officers, agents, and employees, and insurers:
- a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and
  - b) from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by the Town and/or the CDA including injuries, as well as those resulting in death, damage to or destruction of third party property, and claims related to the release of Hazardous Materials;

which are caused by Railroad's operations on the Subject Track or Railroad's non-compliance with any of the provisions of this Agreement.

- 7.2 Except to the extent caused by Railroad's negligence or wilful misconduct, the CDA shall defend, indemnify and save harmless Railroad from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by Railroad including injuries,

as well as those resulting in death, damage to or destruction of third party property arising from claims related to the release of Hazardous Materials on or about the Subject Track (a) prior to the date of this Agreement and (b) that are caused by the Town and/or the CDA on or after the date of this Agreement.

- 7.3 Each party shall indemnify the other party for such party's respective liability pursuant to Section 2.6.
- 7.4 The CDA shall defend, indemnify and save harmless Railroad from and against any taxes or local improvements assessed by the Town or the CDA with respect to the Subject Track.
- 7.5 In the event of any discharge, disposal, or release of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track in connection with Railroad's operations on the Subject Track, Railroad shall promptly (and in any case within five (5) days after Railroad first becomes aware of same or any shorter period imposed by applicable Law) perform or cause to be performed any and all necessary and appropriate actions with respect to such Hazardous Materials including, without limitation, any remediation, notification, and reporting requirements pursuant to applicable environmental Laws; provided, however, that if such action is not susceptible to completion within the time periods set forth herein, Railroad shall commence such performance within such time period and thereafter diligently and continuously pursue its completion. If Railroad fails to perform (or commence performance of, as appropriate) any such actions within the time periods set forth herein, the Town and the CDA shall have the right (but not the obligation), at Railroad's cost, to perform any and all actions as the Town and/or the CDA shall reasonably deem necessary or appropriate with respect to such Hazardous Materials. Notwithstanding the foregoing, Railroad shall not take any remedial action in response to the presence of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Property or the Subject Track without first notifying the Town and the CDA of Railroad's intention to do so and affording the Town and the CDA ample opportunity to appear, intervene or otherwise appropriately assert and protect its interest with respect thereto. Railroad shall also provide to the Town and the CDA, as promptly as possible, and in any event within five (5) days after Railroad first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations with respect to Hazardous Materials and relating in any way to the Property or the Subject Track or Railroad's use thereof.
- 7.6 For purposes of this Section 7, "Railroad" shall mean Railroad, its parents and corporate affiliates, and each of their officers, directors, employees, agents and insurers.
- 7.7 The provisions of Section 7 shall survive the termination of this Agreement.

#### **ARTICLE 8 - INSURANCE**

- 8.1 Railroad agrees to maintain the insurance coverage set out in Exhibit A.

**ARTICLE 9 – TERM AND TERMINATION**

- 9.1 This Agreement shall commence on the Effective Date and, subject to earlier termination pursuant to the terms and conditions of this Agreement, continue for an initial term of five (5) years and, thereafter, shall automatically renew for one additional five (5) year term unless either party provides the other party with notice of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the term.
- 9.2 If either party is in breach of any term of this Agreement then that party shall be in default under this Agreement. Should such default occur, either party may terminate this Agreement, after giving written notice thereof to the other party and allowing thirty (30) days to elapse after such notice, unless in the meantime such default shall have been remedied.
- 9.3 If Railroad ceases to be the exclusive freight rail operator on LIRR, then the Town and/or the CDA may terminate this Agreement upon thirty (30) days prior written notice to Railroad.

**ARTICLE 10 - ASSIGNMENT**

- 10.1 Neither party may assign the Agreement or its rights and obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.

**ARTICLE 11 - NOTICE**

- 11.1 All notices or communications required hereunder shall be given by courier or facsimile, or if mailed by registered mail, postage prepaid, and addressed to the other party as follows:

**To Railroad:** New York & Atlantic Railway Company  
68-01 Otto Road  
Glendale, NY 11385  
Facsimile number: 718-497-3364

**To Town and CDA:** Town Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Town Attorney  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Chris Kempner  
Town of Riverhead Community Development Agency  
200 Howell Avenue  
Riverhead, NY 11901

or such other address as may be furnished from time to time by either party. Any notice, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender and if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of an actual or imminent disruption in postal service, any notice shall be delivered by courier.

#### **ARTICLE 12 – FORCE MAJEURE**

- 12.1 In the event that a party is unable to meet its obligations under this Agreement as a result of force majeure occurrences (including, without limitations, floods, earthquakes, natural disasters, civil disturbances, acts of government, war, terrorism, strike or other labor unrest or any other cause beyond such party's reasonable control), the obligations of the party affected by the force majeure occurrence shall be suspended for the duration of the same; provided, however, that the parties shall make all reasonable efforts to continue to meet their respective obligations for the duration of the force majeure condition and shall promptly notify the other party of the existence of the condition causing its inability to meet any obligation under the Agreement. The suspension of any obligations owing to force majeure shall neither cause the term of this Agreement to be extended nor affect any rights or liabilities accrued under this Agreement prior to the force majeure condition.
- 12.2 In the event that a force majeure occurrence substantially destroys all or a portion of the Subject Track, the parties shall meet to determine whether the Subject Track shall be rebuilt and agree to equitably apportion the cost thereof between the CDA and Railroad. In the event that the parties cannot agree, either party may terminate this Agreement on thirty (30) days written notice.

#### **ARTICLE 13- MISCELLANEOUS**

- 13.1 Each of the Town and the CDA shall, at its own expense, comply with all applicable Laws, including without limitation, applicable environmental Laws. Railroad shall at its own expense comply with all applicable Laws, including without limitation, applicable environmental Laws and Laws regarding the operations and maintenance of railroads and railroad property.
- 13.2 Termination of this Agreement for any reason, including default, shall not release the parties from any obligations or liabilities incurred during the continuance of this Agreement.
- 13.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 13.4 This Agreement shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of New York.
- 13.5 This Agreement may not be modified or amended except in writing signed by the parties.

- 13.6 No term, covenant or provision in this Agreement or right hereunder or in respect hereof will be deemed to have been waived by either party, except by express waiver in writing signed by such party.
- 13.7 The headings and numbering introducing sections in this Agreement are inserted for convenience only and in no way define or construe the scope or intent of such section.
- 13.8 This Agreement contains the entire agreement of the parties with respect to the Subject Track and supersedes and cancels all prior agreements and understandings, oral or written, with respect thereto.
- 13.9 The language used in this Agreement should be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

(Signature page follows.)

The parties hereto have executed this Agreement on the date first above written.

**NEW YORK & ATLANTIC RAILWAY COMPANY**

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

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

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

**THE TOWN OF RIVERHEAD**

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

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

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

**THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

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

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

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

## EXHIBIT A – INSURANCE

1. Railroad shall at its own cost and expense, take out and keep in full force and effect a Commercial General Liability Insurance policy with an inclusive limit of not less than \$10,000,000 per occurrence for bodily injury, including death, personal injury and property damage and destruction. Such insurance shall specifically state by its wording or by endorsement:
  - (a) the policy shall name the Town as an additional insured;
  - (b) the policy shall contain a “cross-liability” clause which shall have the effect of insuring each person firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;
  - (c) the policy shall not be cancelled unless written notice is given by Railroad to the Town thirty (30) days before the effective date of such cancellation; and
  - (d) the policy shall be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
2. If Railroad is loading or unloading Hazardous Substances on the Subject Track, Railroad shall maintain a Commercial General Liability Insurance policy with an inclusive limit of not less than \$10,000,000 per occurrence for bodily injury and property damage, and in addition to meeting the requirements in Section 1(a) through (d), it shall extend to cover sudden and accidental discharge or release of Hazardous Substances.
3. Railroad shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to the Town Certificates of Insurance evidencing the above coverages.
4. If any obligations of Railroad are to be subcontracted, Railroad shall require that the subcontractor provide and maintain insurance coverage as set forth herein.

**EXHIBIT B – PLAN SHEET**

**EXHIBIT C – REAL PROPERTY DOCUMENTS**

05.16.12  
12007

ADOPTED

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 07**

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT  
WITH NORTH SIX, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby authorizes the Chairman to execute a License Agreement (copy attached herewith) between the Town of Riverhead Community Development Agency and North Six, Inc. in connection with the utilization of a portion of Town of Riverhead-Enterprise Park at Calverton Western Runway/Taxiway, Grumman Boulevard/River Road, Calverton for filming on May 20, 2012; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to North Six, Inc. 324 Lafayette Street, 7<sup>th</sup> Floor, New York, New York 10012; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## LICENSE AGREEMENT

This Contract is made and entered into as of this \_\_\_\_ day of May, 2012, by and between **North Six, Inc.**, a corporation existing under the laws of the State of \_\_\_\_\_, having a place of business at 324 Lafayette Street, 7<sup>th</sup> Floor, New York, New York 10012 and the **Town of Riverhead Community Development**, a urban renewal agency, with offices located at 200 Howell Avenue, Town of Riverhead, County of Suffolk and State of New York:

WHEREAS, the Town of Riverhead Community Development Agency currently owns approximately 2,124.319 +/- acres at Enterprise Park at Calverton; and

WHEREAS, North Six, Inc. wishes to utilize specified locations located with the Town of Riverhead Community Development Agency for the purposes of videotaping for a film production; and

WHEREAS, the Town of Riverhead Community Development Agency has agreed to permit the utilization for said production at the Western Runway/Taxiway at Enterprise Park at Calverton; and

WHEREAS, North Six, Inc. and the Town of Riverhead Community Development Agency have agreed to terms and conditions under which North Six, Inc. will be granted the use of said location.

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

1. Use of Property: The Town hereby grants North Six, Inc. permission

to utilize the Western Runway/Taxiway at Enterprise Park at Calverton on May 20, 2012 for the aforementioned purposes.

2. Cleanup: North Six, Inc. agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the Agreement.

3. Compliance With Laws: North Six, Inc., agrees at all times to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the locations.

4. Compensation: In exchange for License set forth above for the use of the aforementioned location, North Six, Inc. will pay the Town of Riverhead Community Development Agency a license fee in the amount of \$400.00. All sums payable by North Six, Inc. under this Agreement shall be made on or before May 18, 2012.

5. Responsibilities of North Six, Inc.: Subject to the terms of this Agreement, North Six, Inc. will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than two days thereafter). All locations will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be

completely clean and free of clutter and debris.

6. Insurance and Indemnification: North Six, Inc. will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 and automobile liability insurance coverage of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town of Riverhead Community Development Agency. North Six, Inc. shall provide certificates of the foregoing insurance, showing the Town of Riverhead Community Development Agency as an additional insured to the extent of their interest. Finally, North Six, Inc. agrees to indemnify and hold harmless the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Events and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by North Six, Inc., and its employees, agents, representatives and concessionaires, of the aforementioned. With respect to any suit or claim by the Town of Riverhead Community Development Agency, whether under this indemnification provision or otherwise, North Six, Inc. for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the

assignment of this Agreement by either party without the express written consent of the other party.

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

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

IN WITNESS WHEREOF, North Six, Inc. has caused this instrument to be signed in its corporate name and the Town of Riverhead Community Development Agency has caused this instrument to be signed in its municipal name, hereunto duly authorized, as of the day and the year first above written.

NORTH SIX, INC.

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

TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Sean M. Walter, Chairman

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 08**

**A RESOLUTION CALLING A PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT AGENCY'S DESIGNATION OF YMCA of Long Island, Inc. AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE LEASE, PURCHASE AND DEVELOPMENT OF APPROXIMATELY 7.3 ACRES LOCATED WITHIN THE PREMISES KNOWN AS THE ENTERPRISE PART AT CALVERTON (EPCAL), CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN (1998)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Community Development Agency owns, among other properties at the Enterprise Park at Calverton, some 2900 acres of property located south of Route 25, Calverton, New York; and

**WHEREAS**, YMCA of Long Island, Inc. (hereinafter "YMCA") has submitted to the Community Development Agency (the "Agency") a proposal for the redevelopment of the approximately 7.3 acres of property for construction and operation of a neighborhood youth center; and

**WHEREAS**, the Agency is considering designating YMCA of Long Island, Inc., a 501(c)(3) nonprofit community-based service organization dedicated to improving the quality of life of children, adults and families through programs focusing on youth development, health and social well being said corporation duly incorporated in the State of New York, as the "qualified and eligible sponsor (the "Sponsor"), pursuant to Section 507 (2) (d) of the General Municipal Law and in accordance with the established rules and procedures of the Agency; and

**WHEREAS**, the Agency is considering a lease agreement and transfer of title of the leased property upon approval of the EPCAL Reuse Plan and completion of the subdivision implemented as part of the Reuse Plan to approximately seven +/- acres of land within EPCAL, designated as lot 22 on the proposed subdivision map prepared by VHB and presented to the Town Board for approval on April 19, 2012, in order to facilitate this urban renewal project pursuant to a certain Agreement by and between the Town and YMCA, a copy of which shall be filed with the Office of the Town Clerk of the Town of Riverhead on June 19, 2012, and will be available for public inspection during regular business hours, which Agreement provides for the transfer of title to the YMCA of approximately 7.3 acres of land subject to: redevelopment as a youth center with a reverter clause in favor of the Community Development Agency of the Town of Riverhead; YMCA

to bear all costs of required improvements, including but not limited to water and sewer ; compliance with all conditions of the EPCAL Reuse Plan and provisions, conditions, restrictions of the subdivision plan implemented as part of the EPCAL Reuse Plan; compliance with all Town zoning and building codes; YMCA dedication of \$25,000.00 per year to Riverhead residents deemed eligible for financial assistance to defray membership costs; quarterly vocational classes free of charge to all Riverhead residents; and, bimonthly recreational youth/young adult programs to Riverhead residents free of charge; and

**WHEREAS**, Section 507(2)(d) of the General Municipal Law requires that a public hearing, following at least ten (10) days public notice, be held by the Agency on the question of designating YMCA the Sponsor for the redevelopment of the aforesaid properties; and

**WHEREAS**, the Agency now desires to call a public hearing on the designation of YMCA as the Sponsor for the redevelopment of and the transfer of the Town owned or to be owned portions of the property;

**NOW, THEREFORE BE IT RESOLVED**, A public hearing will be held before the Town Board of Riverhead, located at held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on July 17, 2012 at 7:05 p.m., prevailing time, on the question of designating YMCA, the Sponsor for the redevelopment of the approximately 7.3 acres of property located in EPCAL south of Route 25, Calverton, New York, consistent with the Calverton Enterprise Park Urban Renewal Plan (1998), and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to publish the attached notice of public hearing once in the June 21, 2012 edition of the *News Review*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in and available to residents to the Town. Such publication shall be made no less than ten (10) days before the date designated for the public hearing. The Clerk is further authorized and directed to cause a copy of such notice of public hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the public hearing; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution and attached notice to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Michael T. Famigietti, 121 Dosoris Lane, Glen Cove, NY 11542; Christine Kempner, Director of the Community Development Agency, and Robert F. Kozakiewicz, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, SPECIAL COUNSEL.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

Notice of Public Hearing  
Town of Riverhead Community Development Agency  
Town of Riverhead, Suffolk County, New York

NOTICE IS HEREBY GIVEN, that the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency") will hold a public hearing before the Town Board of Riverhead, located at held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on July 17, 2012 at 7:05 p.m, prevailing time, pursuant to General Municipal Law 507(2)(d) for the purpose of considering whether the YMCA should be designated the "qualified and eligible sponsor" for the redevelopment of approximately 7.3 acres of the EPCAL site located within EPCAL and whether the portion of said property currently owned by the Town of Riverhead Community Development Agency should be leased to and thereafter transfer of title of the leased property upon approval of the EPCAL Reuse Plan and completion of the subdivision implemented as part of the Reuse Plan to the YMCA pursuant to a certain agreement between the Agency and YMCA, which agreement is on file in the office of the Town Clerk of the Town of Riverhead and is available for public inspection during regular business hours in exchange for and conditioned upon redevelopment as a youth center with a reverter clause in favor of the Community Development Agency of the Town of Riverhead; YMCA to bear all costs of required improvements, including but not limited to water and sewer ; compliance with all conditions of the EPCAL Reuse Plan and provisions, conditions, restrictions of the subdivision plan implemented as part of the EPCAL Reuse Plan; compliance with all Town zoning and building codes; YMCA dedication of \$25,000.00 per year to Riverhead residents deemed eligible for financial assistance to defray membership costs; quarterly vocational classes free of charge to all Riverhead residents; and, bimonthly recreational youth/young adult programs to Riverhead residents free of charge, consistent with the goals and objectives of the Calverton Enterprise Park Urban Renewal Plan (1998).

At said public hearing, the Community Development Agency will hear all persons interested in the subject matter thereof.

Dated:Riverhead, New York  
May 16, 2012

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF RIVERHEAD AS THE GOVERNING  
BODY OF THE TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY.

Diane Wilhelm, Town Clerk

05.16.12  
120352

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 352**

**2012 CHIPS RECONSTRUCTION  
ROAD IMPROVEMENT PROJECT**

**BUDGET ADOPTION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, State funds are available through the Consolidated Local Street and Highway Improvement Program (CHIPS) and a stormwater plan is necessary to implement an efficient drainage solution located on the south side of Hubbard Avenue near Zion Street.

**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>
406.053501.492510.45116      CHIPS- NYS AID	11,300	
406.085400.543000.45116      CHIPS - Road Resurfacing		11,300

**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.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120353

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 353**

**ANIMAL SHELTER DONATION FUND**

**2012 BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the purchase of storage bins to store donated items for Animal Control is necessary from the Gifts and Donation funds received for the Animal Shelter Fund.

**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>
028.000000.499999	Animal Shelter Fund Balance	225	
028.035100.549000	Miscellaneous		225

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 354**

**GENERAL FUND**

**Police**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a transfer of funds is requested from the Police Department to repair radar, radar trailer and lazar equipment;

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

		<u>FROM</u>	<u>TO</u>
001.031200.524212	Radar Speed Detection Equipment	3,425	
001.031200.542301	Breathalyzer & Radar Maintenance		3,425

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120355

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 355**

**STREET LIGHTING DISTRICT**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the town has entered an agreement with LIPA to settle on arrears owed for addition street lights;

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

		<u>FROM</u>	<u>TO</u>
116.000000.499999	Appropriated Fund Balance	175,000	
116.051820.546200	Electricity		175,000

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 356

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE FINAL CHANGE ORDER FOR ENTRANCE TO CALVERTON ENTERPRISE PARK RECREATIONAL FACILITY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on March 24, 2011, the Riverhead Town Board adopted Resolution No. 215 entitled, "Awards Bid for Entrance to Calverton Enterprise Park Recreational Facility: and

**WHEREAS**, the bid was awarded to Corazzini Asphalt, Inc. in the amount of Forty Four Thousand Two Hundred Sixty Six & 50/100 (\$44,266.50); and

**WHEREAS**, the Town Engineer in conjunction with the Town consulting engineer determined a contract change order was necessary upon reconciliation of actual contract item quantities used during construction and due to the New York State Department of Transportation field inspection which required additional excavation within the state right-of-way for a final Change Order increase in the amount of Two Thousand Three Hundred Ninety & 75/100 (\$2,390.75).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute final Change Order 1 for this project in the amount listed above; and

**BE IT FURTHER RESOLVED**, that the Engineering Department be and is hereby authorized to secure a change order purchase order in the above amount from the Purchasing Department; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and hereby authorized to forward a copy of this resolution to Corazzini Asphalt, Inc., P. O. Box 1281, Cutchogue, NY 11935, the Engineering Department, Community Development, Purchasing Department and the Office of Accounting.

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

**THE VOTE**

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

TOWN OF RIVERHEAD

Resolution # 357

AUTHORIZES THE TOWN SUPERVISOR TO FILE STATE FORM TE-9-A

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, due to an increased flow of traffic on Church Lane in Aquebogue, the Riverhead Traffic Safety Committee has recommended that the Town of Riverhead reduce the speed limit along Church Lane to 30 mph; and

**WHEREAS**, the Town Board of the Town of Riverhead agrees with this recommendation and believes that a study should be conducted by the New York State Department of Transportation to determine if a reduced speed limit on the aforementioned street is warranted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor be directed, under Section 1622.1 of the Vehicle and Traffic Law of the State of New York, to file New York State form TE-9-A with the New York State Department of Transportation requesting such study.

**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 # 358

ACCEPTS THE RESIGNATION OF A PART-TIME COURT OFFICER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town has received written notification from John Grodski, a Part-Time Court Officer at the Riverhead Town Justice Court, indicating his intent to resign effective May 23, 2012.

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

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to John Grodski, 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 # 359**

**ACCEPTS THE RESIGNATION OF A PART-TIME KENNEL ATTENDANT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town has received written notification from Marcelaina F. LeCann, a Part-Time Kennel Attendant at the Riverhead Town Animal Shelter, indicating her intent to resign effective April 12, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Marcelaina F. LeCann.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Marcelaina F. LeCann, 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 # 360**

**ACCEPTS THE RESIGNATION OF A PART-TIME  
SENIOR ACCOUNT CLERK TYPIST**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received written notification from Maureen Lynn, a Part-Time Senior Account Clerk Typist in the Riverhead Town Water District, indicating her intent to resign effective close of business, May 25, 2012.

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 361

**APPOINTS A PART-TIME ACCOUNT CLERK TYPIST IN THE SENIOR  
CITIZENS PROGRAM DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a vacancy exists for a Part-time Account Clerk Typist at the Senior Citizens Program Department; and

**WHEREAS**, the job was duly posted for, Job Posting #3 of 2012, interviews were conducted the Department Head has requested that Suzanne McEvoy be appointed for the EISEP Program and for the performance of other departmental duties.

**NOW, THEREFORE, BE IT RESOLVED**, that effective for May 31, 2012 this Town Board hereby appoints Suzanne McEvoy to the position of Part-Time Account Clerk Typist in the Riverhead Senior Citizens Program Department at an hourly rate of \$21.17.

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Suzanne McEvoy, the Senior Citizens Program Director, the Financial Administrator and the Personnel Officer. Town Hall Departments may review and obtain a copy of this resolution from Doculex, 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 # 362

**ESTABLISHES STANDARD WORK DAY FOR ELECTED OFFICIALS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>									
Supervisor	Sean M. Walter	xxxx	xxxxxxxx	7	01/01/2012-12/31/2013	N	20	<input type="checkbox"/>	<input type="checkbox"/>
Councilman	George Gabrielsen	xxxx	xxxxxxxx	7	01/01/2012-12/31/2015	N	20	<input type="checkbox"/>	<input type="checkbox"/>
Town Clerk	Diane M. Wilhelm	xxxx	xxxxxxxx	7	01/01/2012-12/31/2015	N	20	<input type="checkbox"/>	<input type="checkbox"/>
Tax Receiver	MaryAnn Heilbrunn	xxxx	xxxxxxxx	7	12/01/2011-11/30/2015	N	20	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assessor	Paul Leszczynski	xxxx	xxxxxxxx	7	01/01/2012-12/31/2015	N	20	<input type="checkbox"/>	<input type="checkbox"/>

**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 # 363

APPOINTS A TEMPORARY STUDENT INTERN I TO THE  
ENGINEERING DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the need for a temporary Student Intern exists in the Department of the Town Engineer; and

**WHEREAS**, a recommendation has been made by the Town Engineer to appoint Gilbert Hegermiller to the position.

**NOW THEREFORE BE IT RESOLVED**, that effective June 4, 2012 through August 31, 2012 this Town Board hereby appoints Gilbert Hegermiller to the position of temporary Student Intern I at the hourly rate of \$10.50.

**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 # 364

**APPOINTS A TEMPORARY FULL-TIME CLERK IN THE  
ACCOUNTING DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Resolution #309 granted an employee in the Accounting Department a three month non-paid leave of absence; and

**WHEREAS**, the Department Head has requested that Call-In Clerk Victoria Sclafani be appointed to the position of temporary Full-Time Clerk so that she may assist his employees with their duties during this temporary staffing shortage.

**NOW, THEREFORE, BE IT RESOLVED**, that effective for May 16, 2012 this Town Board hereby appoints Victoria Sclafani to the position of temporary Full-Time Clerk at no change to her current rate of pay or other level of benefits.

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Victoria Sclafani, the Financial Administrator and the Personnel Officer. 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

05.16.12  
120365

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 365**

**FORWARDS TOWN OF RIVERHEAD PLAN TO THE SUFFOLK COUNTY  
INDUSTRIAL/COMMERCIAL INCENTIVE BOARD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Section 485-b of the Real Property Tax Law was amended effective January 1, 1995 to provide exemption from real property tax and ad valorem levies for certain business investments in order to provide for economic resurgence within the State of New York and increased total assessed value of real property, and

**WHEREAS**, such law provides for the creation of county industrial/commercial incentive boards in order to strategically target tax abatements to those industries and geographic areas considered to have the highest potential for successful development, and

**WHEREAS**, the Suffolk County Legislature by Resolution No. 48-1995 adopted Local Law No. 9-1995 establishing the Suffolk County Industrial/ Commercial Incentive Board (SCICIB); and

**WHEREAS**, the SCICIB is charged with the preparation of a plan for consideration by the Suffolk County Legislature that will define strategic geographic areas and businesses that will be eligible for real property tax exemption pursuant to applicable State Law; and

**WHEREAS**, through Local Law 15-1999 and as amended through Local Law 16-2001 the Suffolk County Legislature adopted the Suffolk County Industrial/Commercial Incentive Plan; and

**WHEREAS**, Suffolk County has reconvened the SCICIB and has asked all local municipalities to review the available program, revise their current plan or if not a part of the current plan consider participating; and

**WHEREAS**, by Resolution Number 573 of 1996, the Riverhead Town Board did resolve to participate in the then "Suffolk County Industrial/Commercial Incentive Plan; and

**WHEREAS**, the Town Board of the Town of Riverhead is desirous of participating in the current Suffolk County Industrial/Commercial Incentive Plan; now

**THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Riverhead does hereby authorize the Town Clerk to forward the Town of Riverhead's Industrial/Commercial Incentive Plan report to the Suffolk County Industrial/Commercial Incentive Board for inclusion in the aforementioned revised plan; and

**BE IT FURTHER**

**RESOLVED**, that upon the inclusion of the Riverhead Plan into the duly adopted Suffolk County Industrial/Commercial Incentive Plan, the Riverhead Town Board will amend the Riverhead Town Code to allow the Town Assessor to apply that exemption schedule made part of Section 485-b of the Real Property Tax Law; and

**BE IT FURTHER**

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Attorney, and that a copy be scanned on to the Town Hall Share Drive for future reference.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 366

**SETS SALARIES FOR 2012 SUMMER PERSONNEL FOR  
THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead Recreation Department needs to set salaries for 2012 summer recreation personnel

**NOW THEREFORE BE IT RESOLVED**, that effective May 16, 2012, this Town Board sets salaries for 2012 summer personnel for the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



**Recreation Department  
200 Howell Avenue  
Riverhead, NY 11901  
(631) 727-5744**

**SUMMER PERSONNEL SALARIES- 2012**

<u>Lifeguard</u>	<u>WSI</u>	<u>Summer</u>		<u>Concession/ Bch Att.</u>	<u>PT Rec Aide</u>	<u>Summer Rec Program Aide</u>
		<u>Rec Aide</u>	<u>Summer Rec Aide-cert*</u>		<u>Score- Keeper</u>	
Level I. \$ 11.00	\$ 11.25	\$9.00	\$11.25	\$8.70	\$8.25	\$7.50
Level II. \$ 12.10	\$ 12.40	\$9.90	\$12.40	\$9.60	\$9.10	\$8.25
Level III. \$12.45	\$ 12.75	\$10.20	\$12.75	\$9.90	\$9.35	\$8.50
Level IV. \$ 12.85	\$13.15	\$10.55	\$13.15	\$10.15	\$9.65	\$8.75
Level V. \$ 13.25	\$13.50	\$10.90	\$13.50	\$10.50	\$9.90	\$9.00
Level VI. \$13.65	\$13.90	\$11.25	\$13.90	\$10.75	\$10.20	\$9.30
Level VII. \$14.00	\$14.35	\$11.60	\$14.35	\$11.10	\$10.50	\$9.55
Level VIII. \$14.45	\$14.80	\$12.00	\$14.80			
Level IX \$14.90	\$15.25	\$12.40	\$15.25			

	<u>Summer Rec. Program Leader</u>	<u>Assistant Beach Manager</u>	<u>Beach Manager</u>	<u>Head Lifeguard</u>
Level I	\$13.50	\$10.50	\$14.30	\$13.50
Level II	\$14.85	\$11.55	\$15.73	\$14.85
Level III	\$15.30	\$11.90	\$16.20	\$15.30
Level IV	\$15.75	\$12.25	\$16.69	\$15.75
Level V	\$16.25	\$12.65	\$17.10	\$16.25
Level VI	\$16.70	\$13.00	\$17.70	\$16.70
Level VII	\$17.20	\$13.40	\$18.24	\$17.20

**NOTE:** The above salaries are listed on a per hour basis. New Hires can begin at a maximum level 3 (based on experience)

\*Summer Rec Aide-cert is used for certified teachers.

\*\*Salary increase will be determined by reaching a minimum level of hours worked (by category) combined with a positive evaluation. Can jump (2) levels (maximum) with an outstanding evaluation.

05.16.12  
120367

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 367**

**APPOINTS SEASONAL BEACH ATTENDANTS TO THE  
RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Beach Attendants are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 16, 2012 through and including September 3, 2012, this Town Board hereby appoints the attached list of Beach Attendants to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/16/12 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Anderjack	Kristin	Beach Attendant	III	5/26/12	9/3/12	\$9.90
Czelatka	Amelia	Beach Attendant	IV	5/26/12	9/3/12	\$10.15
Derenze	Catherine	Beach Attendant	II	5/26/12	9/3/12	\$9.60
Fasanelli	Christine	Beach Attendant	IV	5/26/12	9/3/12	\$10.15
Fusilli	Michele	Beach Attendant	V	5/26/12	9/3/12	\$10.50
Kerr-Smith	Rebecca	Beach Attendant	II	5/26/12	9/3/12	\$9.60
Maiorana	Michael	Beach Attendant	II	5/26/12	9/3/12	\$9.60
Moran	Kayleen	Beach Attendant	III	5/26/12	9/3/12	\$9.90
O'Neill	Patrick	Beach Attendant	IV	5/26/12	9/3/12	\$10.15
Sendlewski	Jason	Beach Attendant	I	5/26/12	9/3/12	\$8.70

**TOWN OF RIVERHEAD**

**Resolution # 368**

**APPOINTS A SEASONAL CLERK TO THE RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Seasonal Clerk is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 16, 2012, through and including September 15, 2012, this Town Board hereby appoints Jessica Rachubka to the position of Seasonal Clerk, to be paid the rate of \$14.50 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120369

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 369**

**APPOINTS A SEASONAL HEAD LIFEGUARD TO  
THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Seasonal Head Lifeguard is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 16, 2012, through and including September 15, 2012, this Town Board hereby appoints Johanna Imwalle to the position of Seasonal Head Lifeguard, Level 3, to be paid the rate of \$15.30 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 370**

**APPOINTS SEASONAL LIFEGUARDS TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 26, 2012 through and including September 3, 2012, this Town Board hereby appoints the attached list of Lifeguards to the Recreation Department

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/16/12 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Andrejack	Kristen	Lifeguard	II	5/26/12	9/3/12	\$12.10
Badalian	Melaina	Lifeguard	II	5/26/12	9/3/12	\$12.10
Boccafola	Janine	Lifeguard	IV	5/26/12	9/3/12	\$12.85
Burns	Katherine	Lifeguard	X	5/26/12	9/3/12	\$15.35
Carroll	Matthew	Lifeguard	II	5/26/12	9/3/12	\$12.10
DelliCarpini	Emma	Lifeguard	III	5/26/12	9/3/12	\$12.45
DelliCarpini	Rebecca	Lifeguard	VI	5/26/12	9/3/12	\$13.90
Fernandes	Alana	Lifeguard	II	5/26/12	9/3/12	\$12.10
Fernandes	Cara	Lifeguard	II	5/26/12	9/3/12	\$12.10
Fox	Natalie	Lifeguard	V	5/26/12	9/3/12	\$13.25
Hegermiller	Anna	Lifeguard	III	5/26/12	9/3/12	\$12.45
Hegermiller	Emma	Lifeguard	I	5/26/12	9/3/12	\$11.00
Hegermiller	Gilbert	Lifeguard	I	5/26/12	9/3/12	\$11.00
Hennenlotter	Deborah	Lifeguard	XI	5/26/12	9/3/12	\$15.80
Iannacchino	Paul	Lifeguard	II	5/26/12	9/3/12	\$12.10
Imwalle	Johanna	Lifeguard	III	5/26/12	9/3/12	\$12.45
Loesch	Morgan	Lifeguard	I	5/26/12	9/3/12	\$11.00
McCabe	Danielle	Lifeguard	II	5/26/12	9/3/12	\$12.10
McCoy	Colin	Lifeguard	IV	5/26/12	9/3/12	\$12.85
Nugent	Gavin	Lifeguard	VI	5/26/12	9/3/12	\$13.65
Nugent	Devin	Lifeguard	I	5/26/12	9/3/12	\$11.00
Opatovsky	Danielle	Lifeguard	III	5/26/12	9/3/12	\$12.45
Racaniello	Amanda	Lifeguard	V	5/26/12	9/3/12	\$13.25
Thomas	C. Patrick	Lifeguard	II	5/26/12	9/3/12	\$12.10
Vail	John	Lifeguard	II	5/26/12	9/3/12	\$12.10

05.16.12  
120371

ADOPTED

TOWN OF RIVERHEAD

Resolution # 371

APPOINTS A SEASONAL BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Seasonal Beach Manager is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 15, 2012, through and including September 15, 2012, this Town Board hereby appoints Elizabeth Flood to the position of Seasonal Beach Manager, Level 3, to be paid the rate of \$16.20 per hour and

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 372

APPOINTS A FILL-IN SEASONAL BEACH MANAGER TO THE  
RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a Seasonal Fill-In Beach Manager is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 16, 2012, through and including September 15, 2012, this Town Board hereby appoints Michele Fusilli to the position of Fill-In Seasonal Beach Manager, Level 4, to be paid the rate of \$16.69 per hour and

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120373

ADOPTED

TOWN OF RIVERHEAD

Resolution # 373

APPOINTS SEASONAL SCOREKEEPERS TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, Scorekeepers are needed by the Riverhead Town Recreation Department for adult softball games

**NOW THEREFORE BE IT RESOLVED**, that effective May 16<sup>th</sup>, 2012 this Town Board hereby appoints the attached list of Scorekeepers to the Recreation Department

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/16/12 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Commins	Amanda	Scorekeeper Level II	05/16/12	09/15/12	\$9.10/hr
Ernst	Justin	Scorekeeper Level I	05/16/12	09/15/12	\$8.25/hr
Freeborn	Sarah	Scorekeeper Level I	05/16/12	09/15/12	\$8.25/hr
Heins	Stephanie	Scorekeeper Level VI	05/16/12	09/15/12	\$10.20/hr
Ruisi	Tonilin	Scorekeeper Level II	05/16/12	09/15/12	\$9.10/hr
Strange	Ronny	Scorekeeper Level II	05/16/12	09/15/12	\$9.10/hr

**TOWN OF RIVERHEAD**

**Resolution # 374**

**APPOINTS SEASONAL WATER SAFETY INSTRUCTORS TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

**NOW THEREFORE BE IT RESOLVED**, that effective June 9, 2012 through and including September 3, 2012, this Town Board hereby appoints the attached list of Water Safety Instructors to the Recreation Department

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

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
5/16/12 TOWN BOARD MEETING**

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Salary</u></b>
Anderjack	Kristin	WSI Level II	6/25/12	9/3/12	\$12.40
Hegermiller	Anna	WSI Level V	6/09/12	9/3/12	\$13.50
Hegermiller	Gilbert	WSI Level III	6/09/12	9/3/12	\$12.75
Hegermiller	Emma	WSI Level I	6/09/12	9/3/12	\$11.25
Johanna	Imwalle	WSI Level III	6/09/12	9/3/12	\$12.75
Loesch	Morgan	WSI Level II	6/09/12	9/3/12	\$12.40

**TOWN OF RIVERHEAD**

**Resolution # 375**

**ACCEPTS THE RESIGNATION OF ZONING BOARD MEMBER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town has received a letter of resignation from Zoning Board member Charles Sclafani indicating his intent to resign effective May 11, 2012.

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Charles Sclafani; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles Sclafani, the Office of Accounting, Personnel Department and the Planning Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 376

**AUTHORIZES THE SUPERVISOR TO EXECUTE A PURCHASE OF DIESEL FUEL AGREEMENT WITH THE JAMESPORT FIRE DISTRICT REGARDING FUEL**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, due to conversion from diesel to natural gas, the Jamesport Fire District will have a surplus of diesel fuel; and

**WHEREAS**, The Town of Riverhead and the Jamesport Fire District have had discussions concerning the purchase of the Jamesport Fire District's diesel fuel by The Town of Riverhead's vehicles; and

**WHEREAS**, it is in the interest of the taxpayers of the Town of Riverhead to share resources in this undertaking for the benefit of the Riverhead Town taxpayers; and

**WHEREAS**, it is legally permissible to make these resources available for mutual use when it is in the public interest; and

**WHEREAS**, the Town of Riverhead wishes to enter into a Municipal Cooperation Agreement for the purchase of diesel fuel by Town of Riverhead from the Jamesport Fire District as specifically delineated in the Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute a Municipal Cooperation Agreement with the Jamesport Fire District, in substantially the same form as annexed hereto, regarding the Town of Riverhead's purchase of the Jamesport Fire District's diesel fuel by the Town of Riverhead's vehicles specifically delineated in the Agreement; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Jamesport Fire District; 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

## MUNICIPAL COOPERATION AGREEMENT

MUNICIPAL COOPERATION AGREEMENT entered into as of the day of May, 2012, by and between the JAMESPORT FIRE DISTRICT, with offices for the transaction of business located at 25 Manor Lane, Jamesport, New York 11947 and the TOWN OF RIVERHEAD, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

**WHEREAS**, the Jamesport Fire District and the Town of Riverhead have conducted discussions concerning the purchase of approximately 750 gallons of diesel fuel by the Town of Riverhead ("Town") from Jamesport Fire District ("JFD") for purposes of fueling various diesel-powered equipment owned or leased by said Town;

**WHEREAS**, it is in the interest of the taxpayers of the Town of Riverhead and the JFD to share resources in this undertaking;

**WHEREAS**, the JFD wishes to enter into this Agreement with the Town for the sale of the surplus diesel fuel by JFD for the purpose of providing diesel fuel to operate vehicles and diesel-powered equipment owned or leased by the TOWN;

**WHEREAS**, the parties recognize what their respective rights and obligations will be under the contract;

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

1. The term of this Agreement shall be for the period of thirty (30) days or the delivery of all diesel fuel by JFD to the Town, whichever is sooner.
2. The Town and the JFD each represent that it is authorized, pursuant to both Article 9 Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.
3. The Town and the JFD, believing it to be in the best interest of their taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the sale of approximately 750 gallons of diesel fuel from JFD to the Town.
4. JFD represents that the diesel fuel being sold is suitable for use by the Town for the operation of vehicles and diesel-powered equipment owned or leased by the TOWN.
5. The Town agrees to buy and JFD agrees to sell approximately 750 gallons of diesel fuel. The Town gives permission to JFD for the JFD, its employees, and/or agents to enter upon and undertake delivery of the diesel fuel owned by JFD to the diesel fuel storage facility at the Town of Riverhead Municipal Garage located on Rte 58, Town of Riverhead.

6. The Town agrees to pay JFD for diesel fuel at the cost set forth in Schedule "A" attached and made a part hereof. JFD shall submit an invoice to the Town which invoices shall be due and payable to JFD within 30 days of their receipt by the Town.

7. JFD agrees that it will perform all reasonable duties and tasks as may be required for the delivery of the diesel fuel, including, removal of diesel fuel from JFD storage facility, transportation of diesel fuel from JFD to the Town, and dispensing of diesel fuel into the Town's storage facility for diesel.

8. Regardless of whether required by law or ordinance, JFD, its agents, officers and employees agree to conduct their activities in connection with the sale of the diesel fuel so as not to endanger or harm any person or property. The JFD agrees to ensure that all approvals, licenses and certificates which are necessary or appropriate are obtained.

9. The JFD agrees to maintain a liability insurance policy listing the Town as an additional insured in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; JFD shall provide a copy of the original declaration page of the subject insurance policy as well as a copy of the insurance certificate which states the Town is an additional insured at or before execution of this Agreement for a term that coincides with the term of this Agreement, as well as for any additional terms which may be negotiated between Town and JFD in the future.

10. Indemnification: To the fullest extent permitted by law, the JFD shall indemnify and hold harmless the Town from and against all claims, damages and losses including but not limited to bodily injury, sickness, disease or death or injury to or destruction of tangible property including loss therefrom and expenses, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the JFD which shall survive the term or terms of this Agreement. The Town and the JFD shall maintain and retain all records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with the authority and/or jurisdiction over the terms of the Agreement as set forth herein.

11. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement shall be made by mutual assent of the parties in writing and signed by both parties.

12. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. The terms of this Agreement shall not be assigned without the mutual written authorization from the parties.

14. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town of Riverhead and the JFD and any officer, employee, servant, agent or independent contractor of the JFD.

15. This Agreement constitutes the full and complete agreement between the Town and the JFD and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

16. The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the Town with full legal rights, power and authority to enter into this Agreement on behalf of the Town and bind the Town with respect to the obligations enforceable against the Town in accordance with the terms contained herein.

17. The undersigned representative of the JFD hereby represents and warrants that the undersigned is an officer, director or agent of the JFD with full legal rights, power and authority to enter into this Agreement on behalf of the JFD and bind the JFD with respect to the obligations enforceable against the JFD in accordance with the terms contained herein.

**IN WITNESS WHEREOF**, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

**JAMESPORT FIRE DISTRICT**

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

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

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

**TOWN OF RIVERHEAD**

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

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

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

## **SCHEDULE "A"**

### **CHARGES:**

**A. Cost of diesel:** As per Town Board of Town of Riverhead Resolution Number 331 of 2011, adopted on May 3, 2012, the cost shall be .08 cents above rack. Contract Expires: 8/3/12. JAMESPORT FIRE DISTRICT acknowledges receipt of same which is hereby incorporated herein as if recited in its entirety.

**B. Fuel Supplier: Quogue Sinclair**

**C. Frequency of Charges:** Town of Riverhead to pay invoice within 30 days of receipt.

05.16.12  
120377

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 377**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT WITH L.K. McLEAN ASSOCIATES, P.C. FOR  
HUBBARD AVENUE DRAINAGE IMPROVEMENTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board, through meetings and communications with the Highway Department of the Town of Riverhead, has been made aware of a persistent flooding problem on Hubbard Avenue (near Zion Street), Riverhead, NY; and

**WHEREAS**, the Highway Department of the Town of Riverhead requested and received a proposal for professional engineering services associated with developing a stormwater plan to reduce the occurrence of flooding at the low point located on the south side of Hubbard Avenue near Zion Street; and

**WHEREAS**, the Highway Department of the Town of Riverhead recommends that the Town retain the services of L.K. McLean to perform the engineering services necessary to alleviate flooding on Hubbard Avenue in the vicinity of Zion Street.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a Professional Services Agreement with L.K. McLean Associates, P.C. to proceed with professional engineering services for Hubbard Avenue drainage improvements in the amount not to exceed Eleven Thousand Three Hundred Dollars & 00/100 (\$11,300.00), in substantially the same form as annexed hereto, and be it further;

**RESOLVED**, Town Clerk is hereby directed to forward a copy of this resolution to Robert A. Steele, P.E., L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, NY 11719; Town Highway Department, Town Accounting Department and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of May, 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "TOWN") and L.K. McLean Associates, Inc, a corporation existing under the laws of the State of New York with a principal place of business at 437 South Country Road, Brookhaven, NY 11719 (hereinafter referred to as "CONSULTANT").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth below as an independent contractor and not as an employee of Town. Consultant shall provide engineering and surveying services associated with development of a plan to alleviate flooding on Hubbard Avenue in the vicinity of Zion Street. Consultant shall design an efficient drainage solution for this location including the use of grass swales along the south side of the roadway to capture, retain and infiltrate the runoff to stop it from reaching the low point. The proposed swales shall be shaped in accordance with AASHTO Roadside Design Manual, so that guiderails are not required adjacent to the roadway. The design plans shall be prepared so that the Town Highway Department can complete the project. Professional engineering services shall include the following:

#### A. Surveying and Mapping

- 1) Re-establish survey control and extend baseline in both directions.
- 2) Order utility mark out.
- 3) Perform comprehensive topographic survey on Hubbard Avenue from roadway high points to the east and west of Zion Street.
- 4) Locate railroad and approximate highway boundary lines.
- 5) Create digital terrain model (DTM) of roadway and roadside areas.

#### B. Design

- 1) Drainage analysis, calculate contributory watershed area and stormwater volumes.
- 2) Test holes to determine groundwater elevation.
- 3) Prepare drainage improvement plans including:
  - a. cover sheet
  - b. general plan and profile
  - c. grading plan
  - d. details and typical sections
- 4) Prepare specifications for construction.
- 5) Prepare engineer's estimate
- 6) Submit draft final design plans for review
- 7) Address Town comments at near 100% completion (draft final plans).

## C. MEETINGS & CORRESPONDENCE

- 1) Review preliminary concepts with Town.
- 2) Review draft final plans.
- 3) Technical guidance during construction.

### 2. TERM OF AGREEMENT

The Agreement shall commence when this Professional Service Agreement is executed and will finish when services are completed.

### 3. PAYMENT

For these services, Town of Riverhead will pay Consultant a fee not to exceed \$11,300.00 for the services described in Paragraph One above. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and request that Consultant provide same and shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant unless identified by in the provisions of this agreement. As time is of the essence, the Consultant shall begin work upon execution of the agreement and seek to complete same as expeditiously as possible. The Consultant will not exceed the amount indicated for the services included in the Scope of Services without prior written approval of the Town Board and Consultant shall only perform additional work at the Town's request pursuant to Paragraph Nine herein.

### 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 to assign 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 document, data, written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

## 6. ASSIGNMENT AND SUBCONTRACTING

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

## 7. TERMINATION

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

## 8. RECORDS

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

## 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Office of Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Attention: Robert A. Steele, P.E., L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, NY 11719.

## 11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work

required hereunder Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional or 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 in connection with such cure shall be payable by Consultant to 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.

---

by: Sean M. Walter, Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

---

by: Robert A. Steele, P.E.  
L.K. McLean Associates, P.C.  
437 South Country Road  
Brookhaven, NY 11719

05.16.12  
120378

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 378**

**APPROVES AGREEMENT WITH UNISYS  
FOR MAINTENANCE OF THE EMERGENCY BATTERY SYSTEM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Police Department and Justice Court operations require 24/7 continuous operation capabilities; and

**WHEREAS**, the Town of Riverhead requires an uninterrupted power source to facilitate those continuous operations; and

**WHEREAS**, Unisys is an approved New York State vendor under NYS Contract PT63750 as determined by the IT Department; and

**WHEREAS**, Unisys has submitted a proposal to provide maintenance of the sealed internal battery backup at an annual cost not to exceed the sum of four thousand five hundred twenty-six and 00/100 dollars (\$4,526.00); and

**WHEREAS**, the Town Board of the Town of Riverhead desires to enter into the maintenance contract with Unisys at an annual cost not to exceed four thousand five hundred twenty-six and 00/100 dollars (\$4,526.00).

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves an annual agreement under terms and conditions described in the proposal last dated April 19, 2012 from Unisys to provide maintenance of the sealed internal battery backup at an annual cost not to exceed the sum of four thousand five hundred twenty-six and 00/100 dollars (\$4,526.00); and be it further

**RESOLVED**, that if a separate agreement is deemed necessary to implement the terms and conditions of this resolution, the Supervisor be and hereby authorized to sign an Agreement with Unisys in such form as determined acceptable to the Town Attorney; and be it further

**RESOLVED**, that Town Clerk be and is hereby directed to forward a certified copy of this resolution to Unisys, 6834 W. Fremont Road, Laveen, Arizona 85339; 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

Unisys

Design/Build and Relocations

Rev: April 19, 2012  
April 17, 2012

Lori U. Pipczynski  
Computer Operator II  
1295 Pulaski Street  
Riverhead, NY 11901

Reference: New 30 kVA UPS System  
NYS Contract PT63750

Dear Lori:

**Renewal of Maintenance Contract:**

PowerTrust Service Plan 8 Hr response

- After hours (7x24)
- 8 HR response time
- 1x per year: Sealed internal battery preventive maintenance (7x24)
- eNotify remote monitoring (network connection required for this to work)
- 1x per term: Per Site Survey, Business hours (5x8)

**Pricing:**

**\$ 4,526.00**

Thank you for making Unisys your solutions partner. If we can be of any further assistance, please contact me at (415) 738-0773.

Sincerely,

*Richard J. Morgan*

Account Executive – Facility Services  
cc: Jeffrey J. Arbour, Unisys

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Technology centers for tomorrow's needs

6834 W. Fremont Rd.  
Laveen, AZ 85339  
richardmorgan@unisys.com  
(415) 738-0773 (415)839-6223 FAX

05.16.12  
120379

ADOPTED

TOWN OF RIVERHEAD

Resolution # 379

**RESCINDS RESOLUTION 590 OF 2011 AND AWARDS BID FOR MEETINGHOUSE CREEK BULKHEAD RENOVATION PROJECT**

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 Meetinghouse Creek Bulkhead Renovation Project; and

**WHEREAS**, four (4) bids were received, opened and read aloud on the 13<sup>th</sup> day of May, 2011 at 11:00 a.m. in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, by resolution 590, adopted on August 2, 2011, the Town Board awarded the Bid to South Shore Docks, Inc.; and

**WHEREAS**, South Shore Docks, Inc. has advised that it no longer interested in performing the work for the Meetinghouse Creek Bulkhead Renovation Project and has asked that any bid and performance bonds be returned.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board be and hereby rescinds resolution 590, adopted on August 2, 2011; and

**BE IT FURTHER RESOLVED** the bid for the Meetinghouse Creek Bulkhead Renovation Project be and is hereby awarded to Terry Contracting & Materials, Inc., the next lowest responsible bidder in the amount of Thirty Eight Thousand Four Hundred & 00/100 (\$38,400.00); and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds or performance bonds received from South Shore Docks, Inc. in connection with the above; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorized the Town Supervisor to execute an agreement with Terry Contracting, Inc. for the Meetinghouse Creek Bulkhead Renovation Project; 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 for the

aforementioned amount; and

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

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Terry Contracting & Materials, Inc., 840 West Main Street, Riverhead, New York 11901; South Shore Docks, Inc., P.O. Box 37, Speonk, New York 11942; Engineering Department; Purchasing Department; and the Office of Accounting.

**THE VOTE**

Giglio Yes No  
Wooten Yes No

Gabrielsen Yes No  
Dunleavy Yes No

Walter - ABSTAIN

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120380

ADOPTED

TOWN OF RIVERHEAD

Resolution # 380

**AWARDS BID FOR EPCAL RECREATION FACILITY BALLFIELD  
IMPROVEMENT PROJECT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #225 adopted on March 20, 2012, authorized the Town Clerk to publish and post a Notice to Bidders for the EPCAL Recreation Facility Ballfield Improvement Project; and

**WHEREAS**, pursuant to the Notice to Bidders and the Bid Specifications, all individuals/entities seeking to submit a proposal were required to file proposal on or before 11:00 am on April 18, 2012; and

**WHEREAS**, eleven (11) bids were received, opened and read aloud on the 18<sup>th</sup> of April at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, the Chief Engineer for the Town of Riverhead, together with the Town's expert consulting engineer, did review and evaluate all proposals; and

**WHEREAS**, after serious consideration and evaluation, the Chief Engineer and Town's expert engineering consultant determined that The Landtek Group, Inc. was the lowest responsible bidder and recommend that the bid be awarded to The Landtek Group, Inc. subject to Town's election to perform the topographic survey of the ball fields (four) and supply digital mapping and modification of bid quantities set forth in the Town of Riverhead's April 23, 2012 modification of specifications; and

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the EPCAL Recreation Facility Ballfield Improvement Project be and is hereby awarded to The Landtek Group, Inc. in the amount of \$390,780.00; 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 Town Supervisor to execute an agreement with The Landtek Group, Inc. for the EPCAL Recreation Facility Ballfield Improvement Project; and be it further

**RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$390,780.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to The Landtek Group, Inc., John Sulinski, VP of Operations, 235 County Line Road, Amityville, NY 11701, Kenneth Testa, P.E., Vincent Gaudiello, P.E., The Raynor Group, P.O. Box 720, Watermill, New York 11976, Christina Kempner, Director, Community Development Department, Purchasing Department and the Office of Accounting; 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 # 381

**AUTHORIZES THE SUPERVISOR TO ACCEPT A DRAINAGE EASEMENT FROM THE OWNER OF REAL PROPERTY DESIGNATED AS SCTM No. 600-100-2-23.1 (SANDRA TAGUE OSMAN)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead, in the interest of storm water management, wishes to abate road flooding conditions in the vicinity of Deep Hole Road, Calverton; and

**WHEREAS**, as the Town highway superintendent has agreed to connect a storm water drainage catch basin located on Deep Hole Road, Calverton, to an existing drainage pipe owned by the subject real property owner for the purpose of storm water road drainage, the subject owner has agreed to grant certain drainage easement rights to the Town of Riverhead over a certain portion of the owner's parcel; and

**WHEREAS**, the Town highway superintendent deems the connection of the subject catch basin to the owner's existing drainage pipe as warranted and necessary to abate storm water road flooding conditions; and

**WHEREAS**, the property owner of real property designated as SCTM No. 600-100-2-23.1, wishes to grant to the Town of Riverhead, a drainage easement regarding the abatement of storm water road flooding conditions.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached drainage easement agreement with Sandra Tague Osman regarding abatement of storm water road flooding conditions; and be it further

**RESOLVED**, the Town Attorney is directed to record the drainage easement in the Suffolk County Clerk's Office upon execution by the Supervisor and any recording fees shall be a Town charge; 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

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** made as of the \_\_\_\_ day of May 2012, by Sandra Tague Osman, 442 Deep Hole Road, Calverton, Town of Riverhead, Suffolk County, New York 11933 (hereinafter referred to as the "Owner") and Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Riverhead").

### WITNESSETH:

**WHEREAS**, the Owner is the owner in fee of the real property as described on Schedule A attached hereto and made a part hereof which parcel is also known by Suffolk County Tax Map Designation District 600, Section 100, Block 2 and Lot 23.1 ("Owner's Parcel"); and

**WHEREAS**, the Town of Riverhead Highway Superintendent has agreed to connect a storm water drainage catch basin located on Deep Hole Road, Calverton, to an existing drainage pipe owned by the Owner, for the purpose of storm water road drainage, the Owner has agreed to grant certain drainage easement rights to Riverhead over a certain portion of the Owner's Parcel illustrated on Schedule B attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby declare that the Owner's Parcel is held subject to the following easement agreement.

1. Owner hereby grants to the Town of Riverhead an easement which shall run with the land and shall be binding upon the Owner, who is the present fee owner of the Owner's Parcel described on Schedule A, and her heirs, successors, and assigns which shall come into title, a permanent and perpetual (10) foot wide drainage easement, as measured from the center of the subject drainage pipe and extending ten (10) feet in a straight line perpendicular to the center of the drainage pipe on both sides, as set forth more fully in Schedule B (the "Easement Parcel"), for the following purposes and/or uses: isolated clearing for drainage pipe access to allow inspection of and maintenance to the drainage pipe, including its ends, utilizing equipment to excavate and repair/replace pipe(s), perform repair work, including replacement in kind or provision of an extension thereto, inclusive of any relevant materials or resulting property improvement necessary, if warranted, of the drainage pipe and surrounding area. Riverhead shall restore the area to its original condition after installation, maintenance, repair, inspection and/or replacement of such drainage system over the premises more particularly described in Schedule A. The cost of installation, maintenance and repair of said water line and to restore the area shall be born solely by Riverhead.
2. The Owner, her heirs, successors and assigns, retain unto herself all rights to fully enjoy the afore-described premises except for the purposes herein granted to Riverhead.
3. This grant of easement shall at all times be deemed a continuing covenant that runs with the land and shall be binding upon, and inure to the benefit of heirs, successors and/or





**Schedule A Description**

**ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Riverhead at Calverton, Suffolk County, New York bounded and described as follows:**

**BEGINNING at a point at the Northeasterly line of Deep Hole Road, said point being the following courses and distances as measured along the Northeasterly line of Deep Hole Road from a monument set at the intersection of the Northeasterly line of Deep Hole Road with the Northerly line of Middle Road:**

- 1) North 86 degrees 09 minutes 00 seconds West 167.71 feet;**
- 2) North 63 degrees 11 minutes 20 seconds West 210.44 feet; and**

**RUNNING THENCE from said point of beginning Northwestery the following courses and distances along the Northeasterly line of Deep Hole Road:**

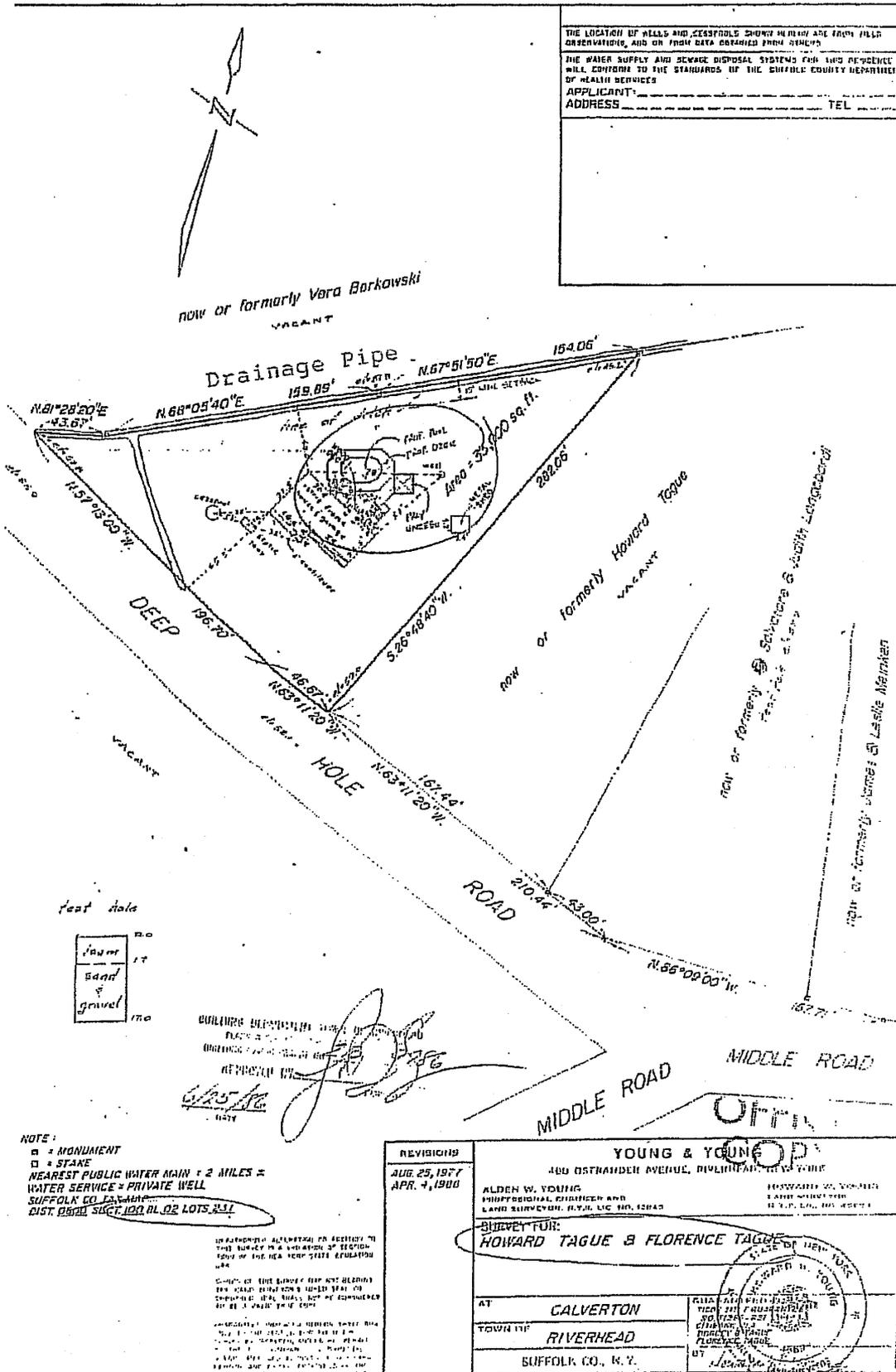
- 1) North 63 degrees 11 minutes 20 seconds West 46.47 feet;**
- 2) North 57 degrees 13 minutes 00 seconds West 196.70 feet to a point and land now or formerly of Anthony L. Campana, Francis S. Perrone, and John P. Perrone;**

**THENCE Northeasterly the following courses and distances along the land now or formerly of Anthony L. Campana, Francis S. Perrone and John P. Perrone:**

- 1) North 81 degrees 28 minutes 20 seconds East 43.67 feet to a stake;**
- 2) North 68 degrees 05 minutes 40 seconds East 159.89 feet to a stake;**
- 3) North 67 degrees 51 minutes 50 seconds East 154.06 feet to a stake and other lands of the parties of the first part;**

**THENCE South 26 degrees 48 minutes 40 seconds West along the land of the parties of the first part 282.06 feet to the point or place of BEGINNING.**

Schedule B



THE LOCATION OF WELLS AND SEPTICHOLES SHOWN HEREIN ARE FROM FIELD OBSERVATIONS, AND OR FROM DATA OBTAINED FROM RECORDS.

THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS FOR THIS PARCELS WILL CONFORM TO THE STANDARDS OF THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES.

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TEL: \_\_\_\_\_

NOTE:  
 □ = NONVALENT  
 □ = STAKE  
 NEAREST PUBLIC WATER MAIN = 2 MILES =  
 WATER SERVICE = PRIVATE WELL  
 SUFFOLK CO. DIST. 0800 SUCT. 100, 11, 02 LOTS 231

REVISIONS AUG. 25, 1977 APR. 4, 1980		YOUNG & YOUNG 400 OSTRANDER AVENUE, RIVINGTON, N.Y. 11954	
ALDEN W. YOUNG PROFESSIONAL ENGINEER AND LAND SURVEYOR, N.Y. LIC. NO. 12842		HOWARD W. YOUNG LAND SURVEYOR N.Y. LIC. NO. 10545	
SURVEY FOR: HOWARD TAGUE & FLORENCE TAGUE			
AT CALVERTON		PLAT NO. 111-11-11-11 TOWN OF RIVERHEAD SUFFOLK CO., N.Y.	



TOWN OF RIVERHEAD

Resolution # 382

**APPROVES THE CHAPTER 90 APPLICATION OF RIVERHEAD ELKS LODGE #2044**  
**(Carnival – May 25<sup>th</sup> through 28<sup>th</sup>, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on March 27, 2012, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting a carnival to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on the following dates and times:

Friday, May 25, 2012, between the hours of 6:00 p.m. and 11:00 p.m.;;  
Saturday, May 26, 2012, between the hours of 2:00 p.m. and 11:00 PM  
Sunday, May 27, 2012, between the hours of 2:00 p.m. and 11:00 p.m.;; and  
Monday, May 28, 2012, between the hours of 2:00 p.m. and 7:00 p.m.;; and

**WHEREAS**, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

**WHEREAS**, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived due to its not-for-profit status; and

**WHEREAS**, Certificates of Insurance have been received naming the Town of Riverhead as an additional insured; and

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

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

**RESOLVED**, that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting a carnival to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on the aforementioned dates and times, is hereby approved, subject to the conditions set forth herein; and be it further

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

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further

**RESOLVED**, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

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

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

**RESOLVED**, that should the conditions of this approval be violated that the Riverhead Police Department/ Riverhead Fire Marshal shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

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

**THE VOTE**

Giglio Yes No      Gabrielsen Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120383

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 383**

**APPROVES CHAPTER 90 APPLICATION OF THE  
GROUP FOR THE EAST END INC.  
("Peconic Estuary Community Day" – June 2, 2012)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on May 10, 2012, the Group for the East End Inc. submitted a Chapter 90 Application for the purpose of conducting an event entitled "Peconic Estuary Community Day" to learn about the work and accomplishment of protecting and restoring the beautiful and unique local waterway. This event shall include educational activities for both adults and children, along with the opportunity to speak with Peconic Estuary Program staff, volunteers and contractors to be held at the Long Island Science Center located at 11 West Main Street, Riverhead, NY, on Saturday, June 2, 2012, between the hours of 10:00 a.m. and 3:00 p.m.; and

**WHEREAS**, the Group for the East End Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

**RESOLVED**, that the application of the Group for the East End Inc. for the purpose of conducting an event entitled "Peconic Estuary Community Day" to be held at the Long Island Science Center located at 11 West Main Street, Riverhead, NY, on Saturday, June 2, 2012, between the hours of 10:00 a.m. and 3:00 p.m., is hereby approved; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Group for the East End Inc., P.O. Box 1792, Southold, NY, 11971; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 384**

**APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON**  
**(BBQ Tent Sale - May 24<sup>th</sup> through May 28<sup>th</sup>, 2012)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on May 4, 2012, PC Richard & Son submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their BBQ products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 24<sup>th</sup> through May 28<sup>th</sup>, 2012, between the hours of 9:00 a.m. and 9:00 p.m.; and

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the application of PC Richard & Son for the purpose of erecting a tent for the display and sale of their BBQ products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 24<sup>th</sup> through May 28<sup>th</sup>, 2012 between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

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

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

State; and be it further

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120385

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 385**

**APPROVES CHAPTER 90 APPLICATION OF PECONIC LAND TRUST**  
**("Appreciation Lunch" for Donors and Supporters – June 2, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on May 1, 2012, Peconic Land Trust submitted a Chapter 90 application for the purpose of conducting an "Appreciation Lunch" for donors and supporters, to be held upon property owned by Elizabeth Schaffner located at No # West Lane, Aquebogue, New York (SCTM# 66-2-2.4), on Saturday, June 2, 2012, between hours of 12:00 noon and 4:00 p.m.; and

**WHEREAS**, an Inspection Authorization has been received from property owner, Elizabeth Schaffner; and

**WHEREAS**, Peconic Land Trust has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, Peconic Land Trust has requested the applicable Chapter 90 fee be waived due to its not-for-profit status; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Chapter 90 Application of Peconic Land Trust for the purpose of conducting an "Appreciation Lunch" for donors and supporters, to be held upon property owned by Elizabeth Schaffner located at No # West Lane, Aquebogue, New York (SCTM# 66-2-2.4), on Saturday, June 2, 2012, between hours of 12:00 noon and 4:00 p.m. is hereby approved; and be it further

**RESOLVED**, that this approval is **subject to** receipt of an amended Certificate of Insurance **no later than May 28, 2012**; and be it further

**RESOLVED**, that due to the Applicant's not-for-profit status, the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it

further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Land Trust, P.O. Box 1776, Southampton, NY, 11968; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.16.12  
120386

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 386**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER  
A LOCAL LAW TO AMEND CHAPTER 10 ENTITLED "CIVIL CLAIMS" OF THE  
RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 10 entitled, "Civil Claims" of the Riverhead Town Code once in the May 24, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF  
RIVERHEAD NOTICE  
OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19<sup>th</sup> day of June, 2012 at 7:05 o'clock p.m. to amend Chapter 10, entitled "Civil Claims" of the Riverhead Town Code.

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

CHAPTER 10

Civil Claims

**§ 10-1 Compliance required.**

No civil action shall be maintained against the Town of Riverhead, the Town of Riverhead Water District, the Town of Riverhead Sewer District, the Town of Riverhead Scavenger Waste District, the Town of Riverhead Streetlighting District, the Town of Riverhead Industrial Development Agency, Riverhead IDA Economic Job Development Corporation, Riverhead Housing Development Corporation, Riverhead Multifamily Housing Corporation, the Riverhead Parking District, the Community Development Agency, the Riverhead Business Improvement District and the Accessory Apartment Review Board unless the requirements of this chapter are fully met.

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

Dated: Riverhead, New York  
May 16, 2012

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

DIANE M. WILHELM, Town Clerk

05.16.12  
120387

ADOPTED

TOWN OF RIVERHEAD

Resolution # 387

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER  
A LOCAL LAW TO AMEND CHAPTER 99 ENTITLED "TAXICABS AND VEHICLES FOR  
HIRE" OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 99 entitled, "Taxicabs and Vehicles for Hire" of the Riverhead Town Code once in the May 24, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of June, 2012 at 2:20 o'clock p.m. to amend Chapter 99, entitled "Taxicabs and Vehicles For Hire" of the Riverhead Town Code.

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

CHAPTER 99

TAXICABS AND VEHICLES FOR HIRE

**§ 99-5. Operator's permit.**

C. Additional requirements. In addition to a completed application, an applicant must comply with the following requirements in order to be considered for an operator's permit.

(2) Fingerprints. When the application form has been completed, the applicant shall appear at the Riverhead Town Police Department, or approved vendor to be fingerprinted as provided in the form and manner proscribed by ~~The Chief of Police shall mail a copy of the fingerprints to~~ the Division of Criminal Justice Service, Albany, New York, for such requesting a fingerprint search. Prior to the fingerprinting, the Town Clerk shall secure from the applicant the required fee in the form of a check or money order made payable, as required, to the New York State Division of Criminal Justice Services to be forwarded with such fingerprints. The fee for fingerprinting is in addition to the fees required to be paid to the Town Clerk. The Chief of Police of the Riverhead Town Police Department, or his/her designee(s) shall review all information provided by New York State Division of Criminal Justice in connection with the applicant's criminal background and investigation. If a prospective applicant for any of the aforementioned licenses has been convicted of a crime, any decision regarding such prospective applicant's fitness for a license will be made upon consideration of New York State Correction Law §§ 701-703-b and §§ 751-753.

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

Dated: Riverhead, New York  
May 16, 2012

**BY THE ORDER OF THE TOWN  
BOARD OF THE TOWN OF  
RIVERHEADIANE M. WILHELM,  
Town Clerk**

TOWN OF RIVERHEAD

Resolution # 388

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO  
CONSIDER THE RIVERHEAD SEWER DISTRICT'S PURCHASE OF PROPERTY  
DESCRIBED AS SCTM #0600-129-4-8**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to Town Law §202-b the Town Board, as governing body of the Sewer District, may acquire or construct on behalf of a sewer district such additional facilities and appurtenances, including but not limited to the purchase of land or interests in land; and

**WHEREAS**, pursuant to Town Law §202-b the Town Board shall require a map and plan of the proposed improvement together with an estimate of the costs to be completed prior to holding a public hearing; and

**WHEREAS**, pursuant to Town Law §202-b the Town, utilizing the expert services of H2M, an engineering firm with the requisite expertise related to improvement and construction of sewer facilities, did prepare a map and plan, together with estimates of the costs related to construction of the proposed improvement (reconstruction of the DeFriest Pump Station); and

**WHEREAS**, by Resolution #152, adopted on March 3, 2009, the Town Board approved an order to call a public hearing regarding the increase and improvement of the facilities of the Sewer District; and

**WHEREAS**, pursuant to Resolution #152, the Town Board held a public hearing on March 17, 2009 to hear all persons interested in the subject thereof, concerning the same and to tack such action thereon as is required or authorized by law; and

**WHEREAS**, pursuant to Resolution # 271, adopted on March 19, 2009, based upon the evidence given at the aforesaid public hearing, the Town Board found and determined this is was in the public interest to make the increase and improvement of the faculties of the Riverhead Sewer District consisting of, design planning, engineering and reconstruction of the Defriest Pump Satiation, including but not limited to wet wells, variable speed drive motors, pumps, generator, building reconstruction, land acquisition and such other site improvements; and

**WHEREAS**, as set forth in the paragraph above, the Town determined it appropriate to acquire land to increase and improvement of the faculties of the Riverhead Sewer District and, by Resolution #223, adopted on March 30, 2012, did approve and

instruct the Office of the Town Attorney to obtain an appraisal of the property owned Sadie Kulesa Trust and Stan Kulesa (SCTM# 0600-129-4-8)-a site proposed for the improvements of the Defriest Pump Station; and

**WHEREAS**, after evaluation of the appraisal, the Town seeks to make an offer for the purchase the property owned by Sadie Kulesa Trust and Stan Kulesa (SCTM# 0600-129-4-8) in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) for improvements of the Defriest Pump Station and retain the services of a such licensed professionals as may be required to secure a survey, and title policy or such other documents necessary to enter into a contract and purchase the subject property; authorize the Supervisor to execute a contract a sale and such other documents necessary to effectuate the transfer of title to the subject property; and to authorize the Financial Administrator to set up an account for the projected costs related to purchase of the property in an amount not to exceed \$15,000.00 and the purchase price of \$160,000.00, respectively;

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, as and for the governing body of the Riverhead Sewer District, hereby authorizes the Town Clerk to publish and post the attached public notice to consider the Sewer District's purchase of the property described as SCTM# 0600-129-4-8 owned by Sadie Kulesa Trust and Stan Kulesa, authorizes the Sewer to retain the services of such licensed professionals as may be required to effectuate the purchase of the property i.e. surveyor, title company; authorizes the Supervisor to execute a contract a sale and such other documents necessary to effectuate the transfer of title to the subject property; authorizes the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 and the purchase price of \$160,000.00, respectively; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5<sup>th</sup> day of June, 2012 at 2:20 p.m. to hear all interested persons to consider the Sewer District's purchase of property described as SCTM #0600-129-4-8 owned by Sadie Kulesa Trust and Stan Kulesa for the purposes of expansion of the Defriest Pump Station; authorize the Sewer District to retain the services of such licensed professionals as may be required to effectuate the purchase of the property i.e. surveyor, title company; authorize the Supervisor to execute a contract of sale and such other documents necessary to effectuate the transfer of title to the subject property; and to authorize the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 and purchase price of \$160,000.00, respectively.

Dated: Riverhead, New York  
May 16, 2012

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 389

**RECINDS ONLY THAT PORTION OF RESOLUTION #312 ADOPTED ON MAY 1, 2012 AUTHORIZING A PUBLIC HEARING FOR PROPOSED AMENDMENT TO CHAPTER 106 AND AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 106 ENTITLED "WATERWAYS" OF THE RIVERHEAD TOWN CODE (a corrected version from that which appeared as part of the Resolution #312 adopted on May 1, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead proposes to amend Riverhead Town Code §106 to prohibit the operation of mechanically propelled vessels, other than those powered by an electric motor, in a portion of the Peconic Estuary known as Peconic Lake (formerly known as "Forge Pond") extending to the Grangabel Dam (westerly side of Peconic Avenue) of the Town of Riverhead; and

**WHEREAS**, the New York State Executive Law §961-a. states that "The legislature hereby finds that the tidal waters located between the southern shore of Long Island and the coastal barrier beaches constitute a maritime region of statewide importance, referred to as the South Shore Estuary. The legislature finds that within the South Shore Estuary and the associated lands and water bodies that discharge into or affect the South Shore Estuary, that the federal, state and local governments own and manage significant interdependent properties in the form of parks, preserves, historic sites, open space and underwater lands, which help to sustain biological productivity and diversity, economic viability and recreational enjoyment. The legislature also finds that the South Shore Estuary System contains and supports many unique marine habitats and locally significant populations and a diversity of rare, threatened and endangered species of plants and animals and the protection of their habitats is in the best interest of the people of New York"; and

**WHEREAS**, the New York State Executive Law § 961-a. further states, in part, "that there is a multitude of governmental entities and agencies that share responsibility for the regulation, management, and protection of the Estuary and its resources and which govern private and public land use and activities; and despite existing programs, the water quality and productivity of the South Shore Estuary have declined due to the intensity and variety of land uses in a highly developed suburban setting which produce point and nonpoint source of pollution"; and

**WHEREAS**, under New York State Executive Law §57-0203 the Peconic Estuary Watershed "shall mean the area located on the eastern end of Long Island, New York, and bordered by Long Island's north and south forks. The major river

discharging freshwater into the estuary is the Peconic River. The eastern end of the Peconic estuary watershed is an imaginary line through Block Island Sound between Plum Island and Montauk Point, beyond which lies the open sea. The western boundary is at the headwaters of the Peconic River, just west of the William Floyd Parkway. The Peconic estuary watershed also includes those land areas that contribute groundwater and stormwater runoff to the river and estuary”; and

**WHEREAS**, the Peconic Estuary Program has provided evidence to substantiate its statement indicating that this area needs additional protection, or that air and water quality is being negatively impacted; and

**WHEREAS**, motorized boats may interact with the aquatic environment by a variety of mechanisms, including emissions and exhaust, propeller contact, turbulence from the propulsion system, waves produced by movement, noise, and movement itself. In turn, each of these impacting mechanisms may have multiple effects on the aquatic ecosystem. Sediment re-suspension, water pollution, disturbance of fish and wildlife, destruction of aquatic plants, and shoreline erosion are the major areas of concern; and

**WHEREAS**, restricting motorized boats will not limit fishermen nor prohibit hunters from accessing the areas adjacent and/or adjoining that portion of the Peconic Estuary known as Peconic Lake extending to the Grangabel Dam (westerly side of Peconic Avenue); and

**WHEREAS**, the proposed regulation will not negatively impact any businesses in that area that depend on sport fishing and/or hunting for business traffic; and

**WHEREAS**, by Resolution #312, adopted on May 1, 2012, the Town Board declared itself Lead Agency on Proposed Amendment of Chapter 106 of the Town Code of the Town of Riverhead and classified the action as a Type II Action for the purpose of SEQR Compliance; and

**WHEREAS**, the proposed amendment of Chapter 106 set forth in Resolution #312 contained an error, to wit: elimination of 10 mph speed restriction, and failed to exclude gas powered emergency vessels and gas powered vessels operating pursuant to lawful permit; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby recinds only that portion of Resolution #312 authorizing public hearing for the proposed amendments set forth in said resolution; and

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Town Clerk to publish the attached public notice to consider a revised version of the proposed local law set forth in Resolution #312 to amend Chapter 106 entitled “Waterways” of the Riverhead Town Code once in the May 24, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19<sup>th</sup> day of June, 2012 at 7:05 o'clock p.m. to consider a local law amending Chapter 106 entitled "Waterways" of the Riverhead Town Code as follows:

**§ 106-4. Definitions and word usage.**

**A.** The following terms, phrases and their derivatives shall have the meanings given herein:

**BOAT**

Every vessel propelled in any manner.

**VESSEL**

Any floating craft used or capable of being used as a means of transport or for commercial purposes, whether or not capable of self-propulsion, and includes but is not limited to boats, sailboats, motorboats, barges, scow, dredges, rafts or other buoyant devices permitting free flotation.

**MOTOR BOAT**

Includes any vessel propelled in whole or in part by an engine or motor whether inboard or outboard.

**§ 106-8. Operation: Sspeed; reckless operation; areas restricted to electric motor**

J. No person shall operate (start/run) or permit to be operated a boat, vessel or motor boat, other than an electric motor to propel a boat, vessel or motorboat on the Peconic River, including water areas in and/or on the waters designated as the Peconic Lake (formerly known as "Forge Pond"), and extending to the Grangabel Dam (westerly side of Peconic Avenue). This restriction shall not apply to emergency personnel in the performance of emergency activities that are necessary to protect the public health, safety and welfare and in furtherance of activities pursuant o a lawfully issued permit.

K. The area described immediately above shall be marked with signs and/or buoys.

Underline represents addition(s)

Strikethrough represents deletion(s)

Dated: Riverhead, New York  
May 16, 2012

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

TOWN OF RIVERHEAD

Resolution # 390

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled "Zoning" Article XXIII Residence RC District of the Riverhead Town Code once in the May 24, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
PUBLIC NOTICE

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5<sup>th</sup> day of June, 2012 at 2:20 pm o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

CHAPTER 108  
ZONING  
ARTICLE XXIII. Residence RC District  
(Retirement Community)

§108-116. Purpose.

It is the purpose of this article to implement the recommendations of the Master Plan Comprehensive Plan to permit the construction of high density living accommodations ~~and attendant services within a hamlet area as specifically mapped within the Town of Riverhead through the use of transferred development rights.~~ with suitable facilities and services that are sufficiently adequate to provide seniors and disabled older individuals with comfortable and safe home-like housing in a congregate setting while providing a continuum of care that allows seniors and older individuals to age in place, and to further provide services that encourage personal independence and enhance the quality of life. In addition, it is the intent of the Town Board to provide a diversity of housing types to be located in close proximity to shopping, medical offices, public services and public transportation. Particular development applications made pursuant to this zoning use district will require the transfer of development rights pursuant to Article LXII of this chapter.

§ 108-117. Uses.

~~In the residence RC District (Retirement Community), no building, structure or premises shall be used or arranged or designed to be used and no building or structure shall be hereafter erected, reconstructed or altered or occupied, unless otherwise provided in this chapter for the following special permitted uses;~~

- ~~A. One family dwelling units, either attached or designed to provide living accommodations for persons over the age of 55 years.~~
- ~~B. Accessory uses. Accessory uses shall include those uses customarily incidental to the above permitted uses.~~

§108-117. Definitions.

The following terms, phrases, words and their derivatives shall have the meanings given herein:

Affordable Assisted Living Retirement Community or Affordable Continuing Care Retirement Community – an Assisted Living Retirement Community or Continuing Care Retirement Community in which a minimum of seventy-five percent (75%) of the residents thereof have an income at or less than one hundred and ten percent (110%) of median household income for the county of Suffolk as determined by the United States Census Bureau

Assisted Living Retirement Community - A facility which provides for a combination of the following land uses:

(i) Adult Care Facility

A facility that provides residential care and services either as an adult home, an enriched housing program or family type home for adults authorized and enabled by the New York Social Services Law Section 461-b for senior individuals sixty-five (65) years and older who are unable to live independently.

(ii) Adult Day Care Facility

A non-residential program of services for seniors that provides opportunities for social interaction, recreational facilities, meals, transportation and personal care and supervision for those seniors with functional limitations and disabilities on a non-residential basis.

(iii) Assisted Living Residence

A facility consisting of dwelling units that is certified by the New York State Department of Health to provide residential long term care, supervision and services which include case management, twenty four (24) hour on site monitoring, meals, housekeeping, laundry services, recreational and social activities, wellness and transportation for those seniors sixty five (65) years of age and older who need assistance with daily living activities as authorized and mandated by New York Public Health Law, Article 46B.

Continuing Care Retirement Community - A facility that may consist of the following land uses:

(i) Article 46A Continuing Care Retirement Community - A Facility that consists of Independent Congregate Living Residences, together with some or all of the Uses provided in the Assisted Living Retirement Community. The Assisted Living Retirement Community Units shall be constructed simultaneously with the construction of the Independent Congregate Living Residences. The Adult Care Facility and the Assisted Living Residences shall constitute no less than forty (40%) percent of the total number of the units within the Article 46A Continuing Care Retirement Community.

(ii) Generic Continuing Care Retirement Community -A Facility that consists of Independent Congregate Living Residences, together with some or all of the uses provided in the Assisted Living Retirement Community. The Assisted Living Retirement Community Units shall be constructed simultaneously with the construction of the Independent Congregate Living Residences. The Adult Care Facility and the

Assisted Living Residences shall constitute no less than forty (40%) percent of the total number of the Units within the Generic Continuing Care Retirement Community.

Conventional Assisted Living Retirement community or Continuing Care Retirement Community – An Assisted Living Retirement Community or a continuing Care Retirement Community which is not considered an affordable community such that income limits are not imposed.

Independent Congregate Living Residences - A Facility for active Seniors, fifty five (55) years of age and older, who are generally in good health and not in need of assistance, personal care or supervision, organized as a comprehensive and cohesive living arrangement in which their housing accommodations are coupled with a variety of services and amenities designed to enhance their quality of life.

#### Section 108-117.1 - Uses

In the Residence RC District (Retirement Community), no building, structure or premises shall be used or arranged or designed to be used and no building shall be hereafter erected, reconstructed or altered or occupied, unless otherwise provided in this chapter for the following specially permitted uses:

A. One family dwelling units, either attached or detached, designed to provide living accommodations for persons over the age of fifty five (55) years fifty-five (55) years of age or older.

B. Independent Congregate Living Residences

~~B. Accessory Uses. Accessory uses shall include those uses customarily incidental to the above permitted uses.~~

C. Assisted Living Retirement Community

D. Continuing Care Retirement Community.

E. Accessory Uses. Accessory uses shall include structures, buildings or improvements which are located on the same lot as the principal use and are customarily incidental to the principal use and designed for the sole use of the residents of the community or their guests.

#### Section 108-118 – General Lot, Yard, Dimensional, Yield and Height Requirements

~~A. No building shall be erected nor any lot or land area utilized unless in conformity with the Zoning Schedule incorporated into this chapter by reference and made a part hereof with the same force and effect as if such requirements were herein set forth in full as specified in said schedule, except as may be hereafter specifically modified. The as-of-right development yield shall not exceed one dwelling unit per 40,000 square feet of land area without the use of transferred development rights.~~

- B. The as-of-right development yield for one family dwelling units, either attached or detached for persons fifty-five (55) years of age or older as provided under section 108-117.1 A, shall not exceed one dwelling unit per 40,000 square feet of land area without the use of transferred development rights pursuant to Article LXII of the Riverhead Zoning Ordinance.
- C. There shall be dimensional requirements for all residential units within the Residence RC Zoning Use District to wit; independent dwelling units within a Continuing Care Retirement Community shall not exceed 1200 square feet and shall not be less than 600 square feet. All other units within either an Assisted Living Retirement Community or a Continuing Care Retirement Community shall not exceed 1,050square feet and shall not be less than 350 square feet. There shall be a maximum of two bedrooms for all residential units within either an Assisted Living Retirement Community or a Continuing Care Retirement Community.
- D. The development yield for all residential units within either an Affordable Assisted Living Retirement Community or an Affordable Continuing Care Retirement Community shall be as follows:
- (i) Independent living units shall not exceed four (4) dwelling units per 40,000 square feet of real property.
  - (ii) Assisted living units shall not exceed eight (8) units per 40,000 square feet of real property.
- E. The development yield for all residential units within either a conventional Assisted Living Retirement Community or a conventional Continuing Care Facility shall be as follows:
- (i) Independent living units shall not exceed two (2) dwelling units per 40,000 square feet of real property. Independent Living units shall not exceed four (4) dwelling units per acre with the redemption of development rights, at a rate of one (1) additional unit per development right.
  - (ii) Assisted living units shall not exceed four (4) dwelling units per 40,000 square feet of real property. Assisted Living units shall not exceed eight (8) dwelling units per acre with the redemption of development rights, at a rate of one (1) additional unit per development right.
- F. The lot area shall not be less than fifteen (15) acres of contiguous real property in single or consolidated ownership. The contemplated development shall not be subdividable. Multiple lots shall be consolidated prior to the approval of the relevant special permit.

§108-119. Additional requirements.

- A. There shall be a protective planting strip or buffer, not less than 10 50 feet in width along any lot line, except the buffer area shall be 50 feet in width along any lot line abutting a residential district or use. No structure, storage or parking or other uses shall be permitted within this strip or buffer. Said buffer or strip will be planted with evergreens or similar vegetation which, when planted, shall be at least six feet tall and when mature shall be maintained at a height of

not less than eight feet, so as to provide an effective natural screen between districts and buildings.

A B. The site plan shall show, in addition to all other requirements of this chapter, the following:

- (1) The proposed method of collection and disposal of stormwater, designed so as not to interfere with adjoining properties or burden public facilities.
- (2) The proposed lighting facilities for the safety of pedestrian and vehicular traffic, with exterior spotlighting of buildings or grounds to be from shaded sources and located so that the light beams are not directed toward any lot in a residential district or toward a public highway.
- (3) The method of water supply and of sewage disposal, conforming to Health Department requirements.

(1) All lots shall be located within the Town of Riverhead Water District and Sewer District or located within 1500 feet of the Water District and Sewer District and subject to approval for the requisite capacity for the proposed development. Applicant shall be responsible for all costs related to application for Water and or Sewer District extension and costs related to extension of the appurtenances to include the parcel in the water and sewer districts.

(2) The method of water supply and of sewage disposal, conforming to Health Department requirements.

(3) At least 30 % of the total site area shall be devoted to open space which shall be kept in its natural state or landscaped and maintained with grass for passive recreational uses such as picnic area, walking trails, gardening and horticultural.

(4) The use of interconnecting walkways, trails and natural walking paths for pedestrian traffic shall be an integral part of the design of any development to facilitate access between common areas, groups of dwellings units and open space areas.

(5) All primary walkways and sidewalks shall meet Americans with Disabilities Act (ADA) requirements. Trails and natural walking paths are exempt from this requirement however the Town encourages maximizing accessibility to all residents. Due consideration shall be given to planning walks, ramps, driveways to prevent slipping, stumbling and handrails and ample places for rest shall be strategically provided.

(6) A buffer strip of not less than ten (10) feet in width, consisting of massed trees and shrubbery or existing mature vegetation supplemented by new landscaping shall be maintained alongside front and rear property lines, except the buffer area shall be 25 feet in width along any lot line abutting a residential district or use. The trees and shrubbery shall consist of evergreens and deciduous plant material which, when planted, shall be at least six feet tall and when mature shall be maintained at a height

of not less than eight feet, so as to provide an effective natural screen. No structure shall be permitted within this strip or buffer.

(7) All utilities shall be placed underground, including telephone, electric and cable telephone service.

(8) All parking shall comply with the parking schedule set forth in Section 108-60 of this Chapter notwithstanding the following:

No parking shall be provided within twenty five (25) linear feet of the principal frontage. Parking and loading areas shall be placed as far from adjacent residences as possible (but a minimum of fifty (50) linear feet) and surrounded by landscaping.

(9) The proposed method of collection and disposal of storm water, designed so as not to interfere with adjoining properties or burden public facilities.

(10) The proposed lighting facilities for the safety of pedestrian and vehicular traffic, with exterior spotlighting of buildings or grounds to be from shaded sources and located so that the light beams are not directed toward any lot in a residential district or toward a public highway.

~~C. Parking shall be provided in conformity with the Parking Schedule and § 108-60. For each parking space required, there shall be provided 30 square feet of landscaped island or green area. Such areas shall not be less than eight feet in width, measured on the shortest side. Such areas shall be contained by curbs conforming to the Town of Riverhead highway specifications. Said areas shall be landscaped in accordance with § 108-64.1D of this chapter and shall be maintained as set forth in Subsection A above.~~

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York  
May 16, 2012

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

**Town of Riverhead**  
**Residence Districts Schedule of Dimensional Regulations**  
 [Added 7-6-2004; amended 3-15-2005 by L.L. No. 5-2005; 8-1-2006 by L.L. No. 28-2006]

<b>Zoning Use District</b>	<b>Minimum Lot Area (square feet)</b>	<b>Minimum Lot Width (feet)</b>	<b>Maximum Impervious Surface (%)</b>	<b>Maximum Height of Residential Buildings (feet)</b>	<b>Minimum Front Yard Depth (feet)</b>	<b>Minimum Either Side Yard Width (feet)</b>	<b>Minimum Both Side Yards, Total Width (feet)</b>	<b>Minimum Side Yard Abutting Side Street (feet)</b>	<b>Minimum Rear Yard Depth (feet)</b>
Agricultural Protection (APZ) <sup>3</sup>	80,000	175	15	35	60	30	65	60	75
Residence A-80 (RA-80) <sup>3</sup>	80,000	175	15	35	60	30	65	60	75
Residence A-40 (RA-40)									
As-of-right subdivision	40,000	150	15	35	50	25	55	50	60
Workforce housing option <sup>1</sup>	20,000	100	15	35	40	10	25	40	40
Hamlet Residential (HR)	80,000	175	15	35	60	30	65	60	75
Residence B-80 (RB-80) <sup>3</sup>	80,000	175	15	35	60	30	65	60	75
Residence B-40 (RB-40)	40,000	150	15	35	50	25	55	50	60
Retirement Community (RC)	15 acres	150	15	35	25	10	25	25	40
One family dwelling units	15 acres <sup>2</sup>	150	15	35	25	10	25	25	40
<u>Independent Living Retirement Community, Assisted Living Retirement Community, Continuing Care Retirement Community, Independent Congregate Living Residences</u>	<u>15 acres<sup>2</sup></u>	<u>150</u>	<u>70</u>	<u>45</u>	<u>25</u>	<u>10</u>	<u>25</u>	<u>25</u>	<u>40</u>

## NOTES:

- <sup>1</sup> The workforce housing option allows an increased development yield of 100%, provided that 100% of the increased development yield within the subdivision is reserved exclusively for workforce housing.
- <sup>2</sup> The minimum parcel area to be considered for inclusion within the Residence RC Zoning Use District shall be 15 acres with development yield of one unit per 40,000 square feet for a one family dwelling unit, attached or detached.
- <sup>3</sup> Agricultural worker housing development yields not to exceed one unit per 80,000 square feet of real property.

05.16.12  
120391

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 391**

**AUTHORIZES AGREEMENT WITH PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, INC. /NORTHEAST ASSOCIATION MANAGEMENT INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to agreement between the Town of Riverhead and Public Employer Risk Management Association, Inc. (PERMA)/Northeast Association Management Inc. (NEAMI), PERMA/NEAMI reviews all Workers Compensation claims; and

**WHEREAS**, under terms of that agreement, PERMA/NEAMI pays claims under Workers Compensation; and

**WHEREAS**, in connection with their services, PERMA/NEAMI made payment to Davis and Venturi who had provided legal services; and

**WHEREAS**, the Town has disputed the payments; and

**WHEREAS**, the parties entered into settlement discussion and have agreed on terms and conditions of a settlement, a copy of which is annexed hereto; and

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

**NOW BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal; and it is further

**RESOLVED** that Town Supervisor is hereby authorized to sign the Agreement in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Personnel Department, the Accounting Department, and the Town Attorney; and it is further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250  
Tel. (518) 220-1111 • Fax (518) 737-6232 • Toll Free in US (888) 737-6269 • www.perma.org

P E R M A

April 30, 2012

Re: Davis and Venturi Billing issues

To whom it may concern:

Please accept this letter as full and final resolution over the outstanding billing issue regarding the Davis and Venturi invoices between the Town of Riverhead and Public Employer Risk Management Association, Inc. (PERMA)/Northeast Association Management Inc. (NEAMI). It is agreed upon that the outstanding balance of approximately \$12,000 (the final total to be determined by Finance review) will be split evenly between the Town of Riverhead and NEAMI. Once paid, both parties will be released from any future obligation in the matter.

\_\_\_\_\_  
Town of Riverhead Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of PERMA/NEAMI

4/30/12  
Date

TOWN OF RIVERHEAD

Resolution # 392

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
WITH NEW YORK & ATLANTIC RAILWAY COMPANY  
TO USE RAILROAD TRACK AND RAIL INFRASTRUCTURE  
AT EPCAL AND CONDUCT FREIGHT RAIL OPERATIONS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the rehabilitation of the railroad track and rail infrastructure (the "subject track") at Calverton Enterprise Park above mentioned project to Railroad Construction Co., Inc.; and

**WHEREAS**, the above mentioned project for the rehabilitation of the subject track at Calverton Enterprise Park has been completed and the Town Board of the Town of Riverhead wishes to enter into an agreement for the operation of freight rail upon the subject track.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute an Agreement with New York & Atlantic Rail in substantially the form attached hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Polan, Esq., Manatt, Phelps & Phillips, LLP, 7 Times Square, New York, New York 10036; New York & Atlantic Railway Company, 68-01 Otto Road, Glendale, New York 11385; the Community Development Agency Director and the Town Attorney; and be it further

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

**NEW YORK & ATLANTIC RAILWAY COMPANY**  
**OPERATING AGREEMENT**

This Operating Agreement (“**Agreement**”), made as of this \_\_\_th day of \_\_\_\_\_, 2012 (the “**Effective Date**”), by and between the **New York & Atlantic Railway Company**, located at 68-01 Otto Road, Glendale, NY 11385 (“**Railroad**”), and the **Town of Riverhead Community Development Agency** (the “**CDA**”) and the **Town of Riverhead** (the “**Town**”) with an office located at 200 Howell Avenue, Riverhead, NY 11901.

**WHEREAS** the Town has acquired certain easements for railroad purposes in the property called EPCAL, located in Suffolk County, New York (the “**Property**”);

**WHEREAS** the CDA owns or leases, and the Town and the CDA desire to construct and rehabilitate the railroad track and rail infrastructure (as further described below, the “**Subject Track**”) on the Property, that connects or will connect with the Long Island Rail Road (“**LIRR**”) at or near milepost 63.6;

**WHEREAS** pursuant to the Transfer Agreement (the “**Transfer Agreement**”) between LIRR and Southern Empire State Railroad Company (now called New York & Atlantic Railway), dated November 18, 1996, as amended, Railroad is the exclusive freight railroad operating on the LIRR and, therefore may conduct freight operations on the LIRR rail line at its connection with the Subject Track;

**WHEREAS** the Town, the CDA, and Railroad desire that the Subject Track be used for rail freight operations to enhance future development of the Property;

**AND WHEREAS** the parties have agreed that such Subject Track shall be subject to the terms, covenants and conditions hereinafter described.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

- 1.1 “**Clearance Point**” means the location near the switch where the Subject Track connects to the LIRR rail line at or about 14.5 feet from the center-line of the nearest track on the LIRR rail line.
- 1.2 “**Exhibit A**” means the insurance schedule marked Exhibit A that is attached hereto and which forms part of this Agreement.
- 1.3 “**Exhibit B**” means the plan marked Exhibit B that is attached hereto depicting the Subject Track and identifying Points A, B, and C and which forms part of this Agreement.
- 1.4 “**Exhibit C**” means the documents attached hereto evidencing the Town’s and the CDA’s real property rights and interests, public authority and permission, including applicable permits, necessary for the construction, maintenance and operation of the Subject Track.
- 1.5 “**FRA**” means the Federal Railroad Administration or any successor.
- 1.6 “**Hazardous Materials**” means (i) “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.

Section 9601 *et seq.*, and any regulations promulgated thereunder, each as it may be in effect from time to time, (ii) “hazardous materials” as defined under the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*, and any regulations promulgated thereunder, each as it may be in effect from time to time, (iii) “hazardous waste” as defined under New York Environmental Conservation Law Section 27-0901 *et seq.* and any regulations promulgated thereunder, each as it may be in effect from time to time, (iv) “hazardous substance” as defined under the Clean Water Act, 33 U.S.C. Section 1321 and any regulations promulgated thereunder, each as it may be in effect from time to time, (v) “Petroleum” as defined in N.Y. Environmental Conservation Law § 15.0514, and any regulations promulgated thereunder, each as it may be in effect from time to time, (vi) asbestos, (vii) polychlorinated biphenyls, and (viii) any other substance regulated by federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

- 1.7 “**Point A**” identifies the beginning of the Subject Track at the point of the switch on the LIRR rail line.
- 1.6 “**Point B**” identifies the Clearance Point from the switch on the LIRR rail line.
- 1.7 “**Point C**” identifies the end of the Subject Track.
- 1.8 “**Subject Track**” means the entire track or tracks which comprise the Subject Track (Points A and C identify the extreme limits) and includes turnouts, track, Track Materials, ballast, sub-ballast, crossing materials, crossing protection apparatus, signals, circuitry, fencing, structures such as culverts, bridges and retaining walls, land improvements or alterations required to accommodate the track such as cuts, embankments and ditches, and the land occupied and required to accommodate all the features of the Subject Track including the foregoing to the extent of the Town’s and the CDA’s interest therein pursuant to the documents attached hereto as Exhibit C.
- 1.9 “**Track Materials**” means and includes rails, rail anchors, fastenings, spikes, switch materials, derails, bumping posts, the plates and track and switch ties.

**ARTICLE 2 - PROVISION OF SUBJECT TRACK AND  
SECURING OF RIGHT OF WAY**

- 2.1 The Town and the CDA grant to the Railroad the right to operate on the Subject Track in accordance with the terms set forth in this Agreement. Each of the Town and the CDA represents that it has no knowledge of any fact or circumstance that would impair such party’s rights granted pursuant to the documents attached hereto as Exhibit C with respect to the Subject Track.
- 2.2 Each of the Town and the CDA represents that, except as set forth on Exhibit C, it has no knowledge of any fact or circumstance that would impair such party’s rights granted pursuant to the documents attached hereto as Exhibit C with respect to the ability of additional customers to connect to the Subject Track, and each of the Town and the CDA shall diligently make good faith efforts to maintain or acquire any such rights necessary to allow said connections to the Subject Track, provided that such efforts shall be at no cost or expense to such party.

- 2.3 In the event that, in the reasonable opinion of Railroad, such rights as conveyed to Railroad pursuant to this Agreement are not sufficient for Railroad to conduct rail freight operations on the Subject Track or for the ability of additional customers to connect to the Subject Track, Railroad shall provide written notice of same to the Town and the CDA, and the Town and/or the CDA may, in each such party's sole discretion, elect to remedy such conditions at its expense. In the event the Town and the CDA elect not to remedy such conditions, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.
- 2.4 Except to the extent such obligation is expressly assumed by Railroad hereunder, the Town and the CDA shall strictly comply with all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction (collectively, "Laws"), including, without limitation, those pertaining to environmental matters relating to the ownership of the Subject Track.
- 2.5 If any roadway within the Property is or will be crossed or otherwise affected by the Subject Track, the CDA shall be responsible for securing the approval of the party or agency with jurisdiction and for any improvements required in connection with such approval.
- 2.6 The CDA and the Town shall have sole responsibility for the maintenance and repair of the pedestrian crossing located between Point B and River Road. Except to the extent caused by Railroad's negligence or wilful misconduct, the CDA and the Town shall be solely liable for any claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, for injuries, as well as those resulting in death, or for damage to or destruction of third party property arising from the use of the crossing.
- 2.7 Except as set forth in this Article 2 and Section 3.1, Railroad acknowledges and agrees that the Subject Track is being delivered hereunder on an "as is/where is" basis, subject to Railroad's acceptance pursuant to Section 3.2.

### **ARTICLE 3 – CONSTRUCTION, MAINTENANCE AND OWNERSHIP**

- 3.1 The CDA and the Town, at their own expense, shall complete the following work:
- a) necessary and appropriate grading and drainage for the Subject Track;
  - b) rehabilitation of the Subject Track to FRA Class I standards; and
  - c) furnish routine inspections on an ongoing basis of any active warning devices (*i.e.*, crossing signals) present at the Subject Track. Additionally, the CDA and the Town will be responsible to respond to any grade crossing active warning device failures that may occur. Any work required to be performed on the active warning devices shall be done by the CDA or the Town at the CDA's own expense.
- 3.2 The CDA shall provide Railroad with written notice of the CDA's completion of the work identified in Section 3.1 (a and b), and Railroad shall have the right to inspect such work within thirty (30) days after the receipt of such notice. Within thirty (30) days following such thirty (30) day inspection period, Railroad shall provide the Town and the

CDA with written notice advising whether Railroad accepts the Subject Track as industrial trackage as is, or detailing the reasons why the CDA's work is not acceptable. The Town and/or the CDA may, in each such party's sole discretion, elect to remedy such conditions at its expense and provide Railroad with written notice of its completion thereof. Railroad shall have the right to re-inspect such work within thirty (30) days after the receipt of such notice, and shall provide the Town and the CDA with written notice of Railroad's acceptance or rejection of the work within thirty (30) days following such thirty (30) day re-inspection period. In the event the Town and the CDA elect not to perform any work described in this Section 3.2, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.

- 3.3 Upon Railroad's acceptance of the Subject Track pursuant to Section 3.2, but subject to the terms and conditions of Section 3.4, Railroad shall maintain the Subject Track in good repair and condition to FRA Class I standards and in accordance with applicable FRA regulations as required to ensure good and safe operation on the Subject Track without charge to the Town or the CDA.
- 3.4 Railroad acknowledges and agrees that the Town and the CDA have not made any representations or assurances with respect to the volume of business that Railroad will or may have in the exercise of the rights granted herein during the term of this Agreement. Notwithstanding the foregoing, if Railroad determines in its sole discretion that after a period of three (3) years the volume of freight rail traffic on the Subject Track or on privately owned industry tracks which connect to the Subject Track is insufficient for its business purposes, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA. In the event the Agreement is terminated pursuant to this Section 3.4, the CDA shall indemnify the reasonable out-of-pocket costs and expenses incurred by Railroad in defending against a complaint of a customer receiving service from the Railroad on the Subject Track to the Surface Transportation Board, provided and solely to the extent that such complaint directly concerns the Railroad's failure to provide common carrier service due to the Railroad's termination of this Agreement pursuant to this Section 3.4. Such indemnification obligation shall be subject to and conditioned upon the Railroad including in all contracts or agreements for service on the Subject Track an express waiver by the customer of any complaint, claim, or other action for specific performance, costs, expenses, damages, or any other remedy (including without limitation any remedy that might otherwise be available by order of the Surface Transportation Board) on account of Railroad's failure to provide common carrier service due to termination of this Agreement.
- 3.5 The CDA shall own the Subject Track subject to the operating rights of Railroad granted herein. The Town and the CDA shall not assess any taxes on Railroad on account of Railroad's rights as an operator of the Subject Track pursuant to this Agreement. In the event any taxes or assessments are lawfully levied or assessed by any other public authority against the Subject Track, the Town, the CDA, and Railroad shall confer regarding a mutually

acceptable allocation of such taxes or assessments as between the parties, and if the parties are unable to determine a mutually acceptable allocation, then either party may, as its sole remedy (but without limiting any remedies such party may have with respect to any breach by the other party of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the other party.

#### **ARTICLE 4 - ALTERATIONS**

- 4.1 Should LIRR make such changes in the track to which the Subject Track connects, in railway structures or facilities, or in the characteristics of the engines and other equipment to be operated on the Subject Track, as would in the reasonable opinion of Railroad necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, or should orders or regulations issued by the FRA, Surface Transportation Board or other authority having jurisdiction in relation thereto necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, Railroad shall provide reasonably detailed written notice to the Town and the CDA, and the Town and/or the CDA may, in each such party's sole discretion, elect to perform such work at its expense and under the supervision of Railroad. In the event the Town and the CDA elect not to perform such work, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by the Town or the CDA of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town and the CDA.
- 4.2 Railroad shall not make modifications to the Subject Track or the Property without the prior written approval of the Town and the CDA, which shall not be unreasonably withheld.

#### **ARTICLE 5 - USE**

- 5.1 Railroad shall have the exclusive right, free of charge, to use the Subject Track for railway purposes and the movement of freight, subject to the terms and conditions of this Agreement, and in accordance with the rules and regulations of LIRR and applicable Laws. Railroad shall provide rail service to customers consistent with Railroad's obligations pursuant to 49 U.S.C. section 10741 and other applicable regulations and requirements of the Surface Transportation Board. Notwithstanding anything to the contrary set forth herein, Railroad shall not assert that the jurisdiction of the Surface Transportation Board, if any, extends to pre-empt any land use or zoning Laws applicable to the Subject Track and/or the Property.

#### **ARTICLE 6 - CLEARANCES**

- 6.1 The Town and the CDA shall, in the provision or alteration (if any) by or on behalf of the Town or the CDA of the Subject Track and of any building or other structure erected or to be erected by or on behalf of the Town or the CDA over the Subject Track or on adjoining lands, observe and fully comply with all the Laws and engineering standards in force, as amended from time to time, or which may hereafter come into force relating to railways, industry tracks or private sidings or buildings or structures over industry tracks or adjacent thereto. Neither the Town nor the CDA shall approve, to the extent such party has approval authority, of (a) any vertical structures proposed to be erected within

10 feet of the centerline of rail or (b) horizontal structures less than regulatory height (currently 22.5 feet).

- 6.2 The Town and/or the CDA, as applicable, shall notify Railroad in advance, in writing, if a building or structure to be constructed by or on behalf of such party, and any other building or structure for which such party's approval has been sought, over or beside the Subject Track will encroach within clearance requirements (such encroachment will be deemed to create "**Restricted Clearance**"), and shall submit to Railroad for review and approval, which shall not be unreasonably withheld or delayed, detailed plans and designs stamped by a Professional Engineer as well as detailed information regarding the reasons for less than standard clearance, operations over the trackage and any other information that Railroad may reasonably require in connection with such construction by or on behalf of the Town and/or the CDA. Any Restricted Clearance in connection with such construction by or on behalf of the Town and/or the CDA or for which the such party's approval has been sought must be approved by Railroad, and, in the interest of safety, Railroad, in its reasonable discretion and as a condition to granting its approval, may require modifications to such plans and designs to minimize any such Restricted Clearance.
- 6.3 The Town and the CDA shall be responsible for providing, installing and maintaining signage (a) regarding any Restricted Clearance in connection with any building or structure to be constructed by or on behalf of the Town or the CDA and any other building or structure for which such party's approval has been sought, (b) at a location no more than 200 feet from each rail approach to any such Restricted Clearance location, and (c) on the Property at or near Point A of the Subject Track. In the event that the Town and the CDA fail to install and/or maintain such signage, Railroad may provide, install or replace the signage at the cost and expense of the Town and the CDA; however, Railroad shall not be obligated or responsible to provide, install or maintain same.

#### ARTICLE 7 - LIABILITY

- 7.1 Except to the extent caused by the negligence or wilful misconduct of the Town and/or the CDA, and as provided in Section 2.6 herein, Railroad shall defend, indemnify and save harmless the Town and the CDA, all of its respective directors, officers, agents, and employees, and insurers:
- a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and
  - b) from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by the Town and/or the CDA including injuries, as well as those resulting in death, damage to or destruction of third party property, and claims related to the release of Hazardous Materials;
- which are caused by Railroad's operations on the Subject Track or Railroad's non-compliance with any of the provisions of this Agreement.
- 7.2 Except to the extent caused by Railroad's negligence or wilful misconduct, the CDA shall defend, indemnify and save harmless Railroad from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by Railroad including injuries,

as well as those resulting in death, damage to or destruction of third party property arising from claims related to the release of Hazardous Materials on or about the Subject Track (a) prior to the date of this Agreement and (b) that are caused by the Town and/or the CDA on or after the date of this Agreement.

- 7.3 Each party shall indemnify the other party for such party's respective liability pursuant to Section 2.6.
- 7.4 The CDA shall defend, indemnify and save harmless Railroad from and against any taxes or local improvements assessed by the Town or the CDA with respect to the Subject Track.
- 7.5 In the event of any discharge, disposal, or release of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track in connection with Railroad's operations on the Subject Track, Railroad shall promptly (and in any case within five (5) days after Railroad first becomes aware of same or any shorter period imposed by applicable Law) perform or cause to be performed any and all necessary and appropriate actions with respect to such Hazardous Materials including, without limitation, any remediation, notification, and reporting requirements pursuant to applicable environmental Laws; provided, however, that if such action is not susceptible to completion within the time periods set forth herein, Railroad shall commence such performance within such time period and thereafter diligently and continuously pursue its completion. If Railroad fails to perform (or commence performance of, as appropriate) any such actions within the time periods set forth herein, the Town and the CDA shall have the right (but not the obligation), at Railroad's cost, to perform any and all actions as the Town and/or the CDA shall reasonably deem necessary or appropriate with respect to such Hazardous Materials. Notwithstanding the foregoing, Railroad shall not take any remedial action in response to the presence of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Property or the Subject Track without first notifying the Town and the CDA of Railroad's intention to do so and affording the Town and the CDA ample opportunity to appear, intervene or otherwise appropriately assert and protect its interest with respect thereto. Railroad shall also provide to the Town and the CDA, as promptly as possible, and in any event within five (5) days after Railroad first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations with respect to Hazardous Materials and relating in any way to the Property or the Subject Track or Railroad's use thereof.
- 7.6 For purposes of this Section 7, "Railroad" shall mean Railroad, its parents and corporate affiliates, and each of their officers, directors, employees, agents and insurers.
- 7.7 The provisions of Section 7 shall survive the termination of this Agreement.

#### **ARTICLE 8 - INSURANCE**

- 8.1 Railroad agrees to maintain the insurance coverage set out in Exhibit A.

## ARTICLE 9 – TERM AND TERMINATION

- 9.1 This Agreement shall commence on the Effective Date and, subject to earlier termination pursuant to the terms and conditions of this Agreement, continue for an initial term of five (5) years and, thereafter, shall automatically renew for one additional five (5) year term unless either party provides the other party with notice of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the term.
- 9.2 If either party is in breach of any term of this Agreement then that party shall be in default under this Agreement. Should such default occur, either party may terminate this Agreement, after giving written notice thereof to the other party and allowing thirty (30) days to elapse after such notice, unless in the meantime such default shall have been remedied.
- 9.3 If Railroad ceases to be the exclusive freight rail operator on LIRR, then the Town and/or the CDA may terminate this Agreement upon thirty (30) days prior written notice to Railroad.

## ARTICLE 10 - ASSIGNMENT

- 10.1 Neither party may assign the Agreement or its rights and obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.

## ARTICLE 11 - NOTICE

- 11.1 All notices or communications required hereunder shall be given by courier or facsimile, or if mailed by registered mail, postage prepaid, and addressed to the other party as follows:

**To Railroad:** New York & Atlantic Railway Company  
68-01 Otto Road  
Glendale, NY 11385  
Facsimile number: 718-497-3364

**To Town and CDA:** Town Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Town Attorney  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Chris Kempner  
Town of Riverhead Community Development Agency  
200 Howell Avenue  
Riverhead, NY 11901

or such other address as may be furnished from time to time by either party. Any notice, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender and if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of an actual or imminent disruption in postal service, any notice shall be delivered by courier.

#### **ARTICLE 12 – FORCE MAJEURE**

- 12.1 In the event that a party is unable to meet its obligations under this Agreement as a result of force majeure occurrences (including, without limitations, floods, earthquakes, natural disasters, civil disturbances, acts of government, war, terrorism, strike or other labor unrest or any other cause beyond such party's reasonable control), the obligations of the party affected by the force majeure occurrence shall be suspended for the duration of the same; provided, however, that the parties shall make all reasonable efforts to continue to meet their respective obligations for the duration of the force majeure condition and shall promptly notify the other party of the existence of the condition causing its inability to meet any obligation under the Agreement. The suspension of any obligations owing to force majeure shall neither cause the term of this Agreement to be extended nor affect any rights or liabilities accrued under this Agreement prior to the force majeure condition.
- 12.2 In the event that a force majeure occurrence substantially destroys all or a portion of the Subject Track, the parties shall meet to determine whether the Subject Track shall be rebuilt and agree to equitably apportion the cost thereof between the CDA and Railroad. In the event that the parties cannot agree, either party may terminate this Agreement on thirty (30) days written notice.

#### **ARTICLE 13- MISCELLANEOUS**

- 13.1 Each of the Town and the CDA shall, at its own expense, comply with all applicable Laws, including without limitation, applicable environmental Laws. Railroad shall at its own expense comply with all applicable Laws, including without limitation, applicable environmental Laws and Laws regarding the operations and maintenance of railroads and railroad property.
- 13.2 Termination of this Agreement for any reason, including default, shall not release the parties from any obligations or liabilities incurred during the continuance of this Agreement.
- 13.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 13.4 This Agreement shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of New York.
- 13.5 This Agreement may not be modified or amended except in writing signed by the parties.

- 13.6 No term, covenant or provision in this Agreement or right hereunder or in respect hereof will be deemed to have been waived by either party, except by express waiver in writing signed by such party.
- 13.7 The headings and numbering introducing sections in this Agreement are inserted for convenience only and in no way define or construe the scope or intent of such section.
- 13.8 This Agreement contains the entire agreement of the parties with respect to the Subject Track and supersedes and cancels all prior agreements and understandings, oral or written, with respect thereto.
- 13.9 The language used in this Agreement should be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

(Signature page follows.)

The parties hereto have executed this Agreement on the date first above written.

**NEW YORK & ATLANTIC RAILWAY COMPANY**

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

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

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

**THE TOWN OF RIVERHEAD**

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

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

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

**THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

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

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

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

## EXHIBIT A – INSURANCE

1. Railroad shall at its own cost and expense, take out and keep in full force and effect a Commercial General Liability Insurance policy with an inclusive limit of not less than \$10,000,000 per occurrence for bodily injury, including death, personal injury and property damage and destruction. Such insurance shall specifically state by its wording or by endorsement:
  - (a) the policy shall name the Town as an additional insured;
  - (b) the policy shall contain a “cross-liability” clause which shall have the effect of insuring each person firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;
  - (c) the policy shall not be cancelled unless written notice is given by Railroad to the Town thirty (30) days before the effective date of such cancellation; and
  - (d) the policy shall be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
2. If Railroad is loading or unloading Hazardous Substances on the Subject Track, Railroad shall maintain a Commercial General Liability Insurance policy with an inclusive limit of not less than \$10,000,000 per occurrence for bodily injury and property damage, and in addition to meeting the requirements in Section 1(a) through (d), it shall extend to cover sudden and accidental discharge or release of Hazardous Substances.
3. Railroad shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to the Town Certificates of Insurance evidencing the above coverages.
4. If any obligations of Railroad are to be subcontracted, Railroad shall require that the subcontractor provide and maintain insurance coverage as set forth herein.

**EXHIBIT B – PLAN SHEET**

**EXHIBIT C –REAL PROPERTY DOCUMENTS**

TOWN OF RIVERHEAD

Resolution # 393

**ACCEPTS OFFICIAL CHECK FROM ARA PLUMBING CORP.  
AS APPROVED DRAIN LAYER FOR RIVERHEAD SEWER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by resolution number 848, adopted on November 15, 2011, the Town Board approved ARA Plumbing Corp. as an authorized drain layer with the Riverhead Sewer District under Chapter 88 of the Town Code of the Town of Riverhead ("Town Code") subject to ARA Plumbing Corp. submitting a Letter of Credit and Certificate of Insurance; and

**WHEREAS**, by Local Law number 5 of 2012, adopted on May 1, 2012, the Town Board amended section 88-3 of the Town Code to allow for the submission of other equivalent security in addition to a Letter of Credit in a form approved by the Town Attorney and adopted by resolution of the Town Board in the amount of \$5,000.00; and

**WHEREAS**, on May 11, 2012, ARA Plumbing Corp. delivered to the Town an Official Check (check # 552858) issued by Astoria Federal Savings in the amount of \$5,000.00; and

**WHEREAS**, the Town Attorney has reviewed said Official Check and deems it to be sufficient in its form.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts Astoria Federal Savings Official Check # 552858 in the sum of Five Thousand Dollars (\$5,000.00); and be it further

**RESOLVED**, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to ARA Plumbing Corp., 2182 Jackson Avenue Suite 1, Seaford, New York 11783; the Riverhead Sewer District Superintendent; and the Financial Administrator; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 394

AUTHORIZES THE EXECUTION OF AN AGREEMENT  
WITH CONVERGED TECHNOLOGY GROUP, INC. (CTG)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, Converged Technology Group, Inc. (CTG) has offered to provide professional services as outlined in the Consultant/Professional Services Agreement attached for one year to the Town commencing on June 1, 2012 and ending on May 31, 2013; and

**WHEREAS**, CTG is approved as a New York State vendor for said services and desires to provide those professional services to the Town of Riverhead; and

**WHEREAS**, the Town Board of the Town of Riverhead wishes to agree to enter into the Consultant/Professional Services Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board be and hereby, approves the Consultant/Professional Services Agreement with CTG and authorizes Supervisor Sean Walter to execute the attached Consultant/Professional Services Agreement with Converged Technology Group, Inc. ; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Town Attorney, the IT Department and the Town Financial Administrator.

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 May, 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Converged Technology Group, Inc., with its principal place of business at 1377 Motor Parkway, Suite 402, Islandia, NY 11749 (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

That Consultant shall provide, at the Town's request, installation and configuration services for VMWare (software) and Cisco hardware for a Virtual Desktop solution in Phases. Starting with Phase I - 80 nodes. Phases II - 40 additional nodes and Phase III equipment redundancy as follow on.

CTG Town of Riverhead, VMWare View Professional Services Phase I:

- CTG Will provide project coordination throughout the entire duration of the project
- Detailed Design and Planning
- Review Existing Network Infrastructure
- Create VMWare View and ESXi Design
- Staging
- (1) Dell Server with ESXi 5.0
- Configure Existing Network Core
- Setup and Configure VMWare ESXi
- Setup and Configure VMWare View
- Implementation - VMWare View
- Create VMWare View Linked Clones
- Create Desktop Pools
- Create up to 50 Virtual Desktops
- Test
- First Day In Service (FDiS)
- (1) 1/2 day FDiS support to assist with VMWare View environment
- Veeam Backup
- Design a backup schedule based on best practices
- Install Veeam software on Backup Server
- Import VMWare Server into Veeam Backup
- Create Backup Job
- Test backup to disk
- Test restore (Entire Virtual Machine)
- Test restore (File from Virtual Machine)
- Training & Knowledge Transfer
- (1) Day Administrator training during normal business hours
- Final Documentation outlining the entire configuration and setup

### 2. TERM OF AGREEMENT

The Agreement shall commence on June 1st, 2012 and terminate on May 31st, 2013

### 3. PAYMENT

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant for professional services as follows: a) fixed cost consulting services for implementation and knowledge base transfer of Phase I in sum of nine thousand five hundred one and 47/100 dollars (\$9,501.47); and b) fixed cost consulting services for implementation of Phases II and III in a sum not to exceed seven thousand and 00/100 dollars (\$7,000.00). The Town shall not have any liability for any other expenses or costs incurred by Consultant. Consultant shall not incur any expenses on Town's behalf. Invoices for services and reimbursable expenses shall contain the following statement

signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

#### 4. RIGHTS TO DOCUMENTS OR DATA

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

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

#### 8. RECORDS

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

#### 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the

Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Sean M. Walter, Supervisor, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Converged Technology Group, Inc., with its principal place of business at 1377 Motor Parkway, Suite 402, Islandia, NY 11749.

#### 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

Converged Technology Group, Inc.

---

By: Sean Walter

---

By:

05.16.12  
120395

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 395**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
HORTON AVENUE MATERIALS, LLC**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board, through meetings and communications with the Sanitation Department of the Town of Riverhead, has been made aware of that there exists a defunct electrical transformer on property conveyed, by Quitclaim Deed dated September 10, 1998 and recorded on September 11, 1998 Liber 11916 Page 497, by the United States of America to the Town of Riverhead located on Connecticut Avenue in the Town of Brookhaven described as SCTM# 0200- 298-01-p/o lot 2 and 0200-143-010 p/o lot 4.2; and

**WHEREAS**, the Superintendent of Sanitation inspected the property located on Connecticut Avenue described as SCTM# 0200- 298-01-p/o lot 2 and 0200-143-010 p/o lot 4.2; and

**WHEREAS**, after inspection the Sanitation Superintendent reported that the defunct electrical transformer and related improvements were in severe disrepair and recommended that the defunct electrical transformer and such related improvements be demolished and/or removed from the property to protect health, safety and welfare of the public; and

**WHEREAS**, the Sanitation Superintendent solicited proposals and after review and evaluation of same recommended that the Town Board retain the services of the Horton Avenue Materials, LLC, entity that submitted the lowest responsible proposal, for an amount not to exceed \$3,700.00 for demolition/removal of steel structures and storage building, including all contents, tanks, depilated chain link fencing and gates and ,to the extent required, Horton Avenue Materials, LLC shall bear the responsibility and/or expense of any such required permit or approvals to undertake and accomplish such tasks; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement with Horton Avenue Materials, LLC for demolition/removal of steel structures and storage building, including all contents, tanks, depilated chain link fencing and gates and ,to the extent required, Horton Avenue Materials, LLC shall bear the responsibility and/or expense of

any such required permit or approvals to undertake and accomplish such tasks in the amount not to exceed Three Thousand Seven Hundred Dollars & 00/100 (\$3,700.00), in substantially the same form as annexed hereto, and be it further;

**RESOLVED**, Town Clerk is hereby directed to forward a copy of this resolution to Horton Avenue Materials, LLC, 229 Horton Avenue, Riverhead, NY 11901; Sanitation Department, Accounting Department and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 16<sup>th</sup> of May, 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "TOWN") and Horton Avenue Materials, LLC a corporation existing under the laws of the State of New York with a principal place of business at 229 Horton Avenue, Riverhead, NY 11901 (hereinafter referred to as "CONSULTANT").

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

### 1. SCOPE OF SERVICE:

During the term of this Agreement, Consultant shall furnish the services set forth below as an independent contractor and not as an employee of Town. Consultant shall demolish and/ remove all steel structures and storage buildings, including insulators and batteries, chain link fence and gates, large tank switch with insulators and all such other structures/improvements related to the defunct electric transformer from property owned by the Town of Riverhead located on Connecticut Avenue in the Town of Brookhaven described as SCTM #'s 0200- - 298-01-p/o lot 2 and 0200-143-010 p/o lot 4.2. In addition to removal of the structures and such other items identified above, Consultant shall remove all debris related to demolition and/or removal of said items and ,to the extent required, Horton Avenue Materials, LLC shall secure all necessary permits or approvals to undertake the services and bear the responsibility and/or expense of any such required permit or approvals to undertake and complete the services.

### 2. TERM OF AGREEMENT

The Agreement shall commence when this Professional Service Agreement is executed and will finish when services are completed.

### 3. PAYMENT

For these services, Town of Riverhead will pay Consultant a fee not to exceed \$3,700.00 for the services described in Paragraph One above. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and request that Consultant provide same and shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant unless identified by in the provisions of this agreement. As time is of the essence, the Consultant shall begin work upon execution of the agreement and seek to complete same as expeditiously as possible. The Consultant will not exceed the amount indicated for the services included in the Scope of Services without prior written approval of the Town Board and Consultant shall only perform additional work at the Town's request pursuant to

Paragraph Nine herein.

#### 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 to assign 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 document, data, written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

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

#### 8. RECORDS

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

## 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Office of Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Attention: Dan Watts, Horton Avenue Materials, LLC, 229 Horton Avenue, Riverhead, NY 11901.

## 11. COMPLIANCE WITH LAWS

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

such required permit or approvals to undertake and complete the services.

## 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 in connection with such cure shall be payable by Consultant to 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.

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By: Sean M. Walter, Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

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By: Dan Watts  
Horton Avenue Materials, LLC  
229 Horton Avenue  
Riverhead, NY 11901

TOWN OF RIVERHEAD

Resolution # 396

**AUTHORIZES PUBLICATION OF NOTICE TO SOLICIT PROPOSALS  
FOR IMPLEMENTATION OF NYS DOS BOA GRANT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

**WHEREAS**, the Town of Riverhead through its Community Development Department seeks to solicit proposals from a creative and qualified consultant to conduct and facilitate implementation of the BOA grant; and

**THEREFORE, BE IT RESOLVED**, that Riverhead Town Board authorizes the issuance of the attached Request for Proposals with publishing and posting of the attached public notice in the Thursday, May 24, 2012, issue of the News Review and to post same on the signboard in Town Hall.

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

**BE IT FURTHER RESOLVED**, that the Town Clerk shall send a copy of this resolution to Community Development and the Town Attorney.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**Please take notice that** the Town of Riverhead through its Community Development Department seeks proposals and qualifications from experienced planners, architects, meeting facilitators or other similar professions to assist the Town of Riverhead to complete a New York State Department of State Brownfield Opportunity Area (BOA) grant Nomination and/or Implementation Strategy.

A Request for Proposals has been issued by the Town of Riverhead Community Development Department and is available at the Town Clerk during business hours or through the Town of Riverhead website.

Dated: May 24, 2012

Diane M. Wilhelm  
Town Clerk

# REQUEST FOR PROPOSALS (RFP)

## TOWN OF RIVERHEAD

### DOWNTOWN RIVERFRONT REDEVELOPMENT NYS BOA STEP 2 NOMINATION

May 24, 2012

#### **OBJECTIVE**

The Town of Riverhead seeks proposals and qualifications from experienced planners, architects, meeting facilitators or other similar professions to assist the Town of Riverhead to complete a New York State Department of State Brownfield Opportunity Area (BOA) grant Nomination and/or Implementation Strategy and to engage the community in redevelopment of the Main Street corridor from West Main Street (approximately at the LIE/Tanger Outlets) to East Main Street (approximately Hubbard Avenue) and including but not limited to the East Main Street Urban Renewal Area along the waterfront in downtown Riverhead that incorporates a marketing/rebranding strategy supported by an action plan.

#### **SUMMARY PROJECT DESCRIPTION:**

The *Town of Riverhead* intends to complete a New York State Department of State Brownfield Opportunity Area (BOA) grant Nomination and/or Implementation Strategy for an approximate *452 acre* area characterized with *eighteen (18)* potential brownfield sites that are located along the *Peconic River and New York State Route 25 located in Downtown Riverhead and connecting to the terminus of the Long Island Expressway Interstate 495 and commonly referred to locally as the East Main Street and West Main Street neighborhoods.*

Primary community revitalization objectives to be achieved by this project include:

- *Technical assistance to continue implementation of projects to create a revitalized downtown emphasizing and capitalizing upon Regional Agro- and Eco-Tourism, with unique cultural attractions, a bustling Main Street, an Arts District, an Historic District with protected historic buildings, as well as an expanded and improved waterfront.*

Anticipated community benefits resulting from this project include:

- *Walkable hamlet center that serve as center for community life and provides day-to-day shopping services for residents, as well as specialty shopping for tourists;*
- *A system of parks and greenways along the Peconic River that provide abundant recreational opportunities for all ages, economic, social and ability group;*

- ***Improved access to waterfront areas for recreational purposes, including the Peconic River and the Great Peconic Bay (Peconic Estuary is designated Estuary of National Significance by the Environmental Protection Agency);***

The overall goal of this effort is to assess and retool a revitalization action plan for this currently underutilized area by facilitating meetings, demographic collection/analysis, surveys and documents to support actionable projects that would meet Town of Riverhead goals:

1. To develop innovative approaches to Main Street redevelopment that address broader community needs and goals. Potential approaches should incorporate a wide range of community views and issues such as community and economic development, job creation, public health, neighborhood and downtown revitalization, youth opportunities, racial & cultural understanding, sustainability, smart growth, and engaging people in civic life. The visioning process should identify the issue or issues of most concern to the community and specifically identify how the redevelopment of specifically centrally located properties could perhaps uniquely address these challenges.
2. To help reinforce and enhance downtown Riverhead as the community gathering place through creation of community focal points that will attract customers, bring a variety of community groups and populations together, serve as a venue for community dialogue, and help catalyze revitalization in surrounding areas. The visioning process should incorporate placemaking methodology, which includes community meeting/workshops of a broad range of stakeholders to identify how the project area can be enhanced as a community gathering place.
3. Expand and diversify economic opportunities and sustainability for Town of Riverhead residents and entrepreneurs through development of new micro-economies accentuating Riverhead's strengths. Potential areas of exploration include agricultural related business, water-enhanced and water-dependent uses and other eco-tourism generators such as arts and culture, outdoor enhancements, bicycling, retail, job training, business development and monetizing all opportunities of the Main Street corridor.

The process is expected to result in actionable goals with a conceptual plan for public and private enhancements and uses that will help the Town of Riverhead to achieve these goals. Ultimately, the Town intends to leverage private and public investment opportunities that will retain various planning firms and developers to design and implement the community project ideas. The proposal should incorporate a comprehensive visioning process that will facilitate the generation of new options for improved quality of life for Town of Riverhead residents and visitors alike, including improved economic opportunities that accentuate the waterfront, connection to the retail centers, public open spaces, streetscapes, historic resources, and access to transportation and parking.

## **PROPOSED PROJECT LOCATION**

The area being considered for potential redevelopment is located within the Town of Riverhead along New York State Route 25 from West Main Street to East Main Street including the East Main Street Urban Renewal area (see **Exhibit 1 Boundary Map**). Emphasis will be placed on the creation of public space, maximizing green space while maintaining vehicular, pedestrian and bicycle access and improving the appeal of the nearby retailers and commercial properties. The redevelopment area is characterized by numerous vacant buildings, public parking areas and underutilized properties.

## **WORK DESCRIPTION**

The consultant will be responsible for the meeting the requirements outlined by the New York State Department of State ("NYSDOS") for the BOA Step 2 Nomination as indicated in the attached **Exhibit 2** and additional tasks required by the CDA that are included in this RFP. This includes all tasks that are necessary for to the BOA document's preparation and content. For more information please visit the NYSDOS website for their guidance to applicants outlining the BOA program requirements. **Exhibit 2** outlines the specific requirement for the BOA Step 2-Nomination documents.

## **SCOPE**

The intent of the Town of Riverhead is to provide a process to stimulate community and stakeholder participation into the redevelopment of the Main Street Corridor including the downtown business district by encouraging new ideas for improvements to property along the corridor and riverfront that may at present be publicly or privately owned. The end result of the process is to produce a vision for the redevelopment of this area within the historic context of the surrounding buildings and sensitivity to the environment that encourages incorporation of ideas consistent with current zoning for this area, including but not limited to museums, entertainment, recreation, retail/commercial, and housing. Other significant aspects of the redevelopment visioning process will potentially incorporate dual frontage of existing or new buildings, additional marine access to the dock and pedestrian utilization of the greenspace along the river, scenic vistas, access from Rt. 25, Rt. 24 and Rt. 94, the potential for synergistic development in the Town of Southampton, and resident and visitor use of the riverfront. Celebratory greenspace plazas are encouraged.

For more information on the area and redevelopment planning documents, responders are directed to the East Main Street Urban Renewal Plan Update (2008) and accompanying Generic Environmental Impact Study, the Town of Riverhead Comprehensive Plan, [www.riverheadli.com](http://www.riverheadli.com).

The consultant is expected to produce deliverables that satisfy the BOA Step 2 Nomination requirements as outlined in the attached **Exhibit 2**. The ultimate project will

involve the cooperation of all levels of government as well as the private sector for successful planning and implementation.

**CONTRACT VALUE:** The contract work estimate is approximately \$567,000.

**ORAL PRESENTATIONS:** Oral presentations may be required. Those Proposers selected to provide them will be notified to arrange for specific dates and times.

### **PROPOSAL FORMAT AND INFORMATION**

**General Information:** All prospective respondents should familiarize themselves with the project area. For general information regarding the project area or questions regarding the submission, please submit your comment/question in writing to:

Chris Kempner, Director  
Town of Riverhead Community Development Agency  
200 Howell Ave.  
Riverhead, NY 11901

Email: Kempner@riverheadli.com

Tel: 631-727-3200 x287  
Fax: 631-727-5772

**Submittal of Proposals:** Responses must be submitted to the office of the Town Clerk:

Diane Wilhelm, Town Clerk  
Town of Riverhead  
200 Howell Ave.  
Riverhead, NY 11901

**Submission Format:** Interested proposers should submit **ten (10) copies** of their response to the address cited above. All submissions must contain the following:

1. Letter of Transmittal signed by a company principal;
2. Executive summary of proposed visioning concept and process;
3. Detailed conceptual strategy containing at a minimum:
  - a) Insights and approaches for facilitating ideas from stakeholders for revitalizing the project area. Reference should be made to similar experiences in comparable areas and show an understanding of all stages of the visioning process.
  - b) A description of the proposed plan including a breakdown and description of project elements.
  - c) A project schedule identifying milestone dates;
4. Identification of the Team, key principals and qualifications:

- a) Description of relevant expertise and experience including examples of successful projects of similar or larger scope and scale, any unique qualifications that the Proposer brings to the project, understanding of the Riverhead area and waterfront potential.
  - b) Marketing and Operations Skills;
5. Preliminary lump sum cost proposal identifying tasks and costs with a minimum breakdown of the tasks/deliverables outlined in **Exhibit 2**:

**SCHEDULE**

Responses must be submitted by 4:00 pm on Friday, June 15th, 2012 to the Town Clerk, 200 Howell Ave., Riverhead, NY 11901. Emailed or faxed responses will not be accepted. Responses must be enclosed in a sealed envelope marked “Main Street Corridor Revitalization”. **Late submissions will not be accepted and incomplete proposals will not be considered.**

The Town of Riverhead reserves the right to reject any and all proposals if it is determined to be in the best interests of the Town. In addition, the Town assumes no responsibility or liability for costs incurred by respondents for the preparation/submission of a response to this request or for any subsequent requests made by the Town. Furthermore, the Town reserves the right to award a contract resulting from this depending upon availability of funding.

**PROPOSAL EVALUATION**

Proposals will be evaluated by the CDA using the following criteria in the indicated priority order with the assigned weighted percentages. Proposals will be reviewed on quality, expertise and completeness; applicability and understanding of proposed alternatives and/or enhancements to information requested; and cost-effectiveness of the proposal.

It is the policy of the Town of Riverhead and the CDA to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. An extra 3 points will be added for firms that meet the CDA’s MBE/WBE objective of 12%. Price will be a consideration but will not be the final deciding factor.

Project Approach & understanding	20 points
Project cost and reasonableness of the itemized budget for project	20 points
Design Team	20 points
Experience with similar projects	15 points
Proposed Schedule & availability of key personnel	10 points
Firms previous experience with municipal clients	10 points
Location	5 points
<b>Total:</b>	<b>100 points</b>

All consultants submitting proposals may be required to appear for personal interviews at the Town of Riverhead offices. Non-attendance will be grounds for disqualification.

Consultants may be subjected to additional questions by either the Agency or representatives of the Department of State. Non-responses will be grounds for disqualification. The CDA may waive any and all informalities in choosing candidates. The perspective consultants must make their solicitation with no expectation of reimbursement or compensation for time or material costs incurred in preparation of this solicitation.

**EXHIBIT 1**

## **EXHIBIT 2**

The Town of Riverhead, through a grant from the New York State Department of State (NYS DOS) intends to complete a Nomination Study for an approximate 462 acre study area, characterized with approximately 22 potential brownfield sites, located along the New York State Route 25 corridor from Tanger Outlets to Hubbard Avenue in the southwestern portion of the Hamlet of Riverhead. The primary revitalization community revitalization objectives to be achieved by this project include the revitalization of vacant and underutilized properties, enhancement of aesthetics (both appearance of properties and street environment), provision of needed businesses and services, provision of new transportation solutions and enhancements to ensure the safety of motorists and pedestrians. The goal of the Nomination Study will be to refine the community vision based upon area specific studies (including an Economic and Market Trends Analysis, Inventory and Analysis, and an area wide environmental assessment and database search.) Finally, utilizing the findings from these technical studies, a planning assessment will occur, which will include a public participation component to refine the vision, identify redevelopment options and choose appropriate implementation tools and action necessary to realize the newly refined vision for the community.

The Nomination will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization. Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries;
- Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the study area, and techniques to enlist partners;
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area;
- Identifying strategic sites that represent key redevelopment opportunities and are catalysts for revitalization;
- and based on the analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization.

The consulting firm will be responsible for the following tasks. Some of these tasks will involve assisting the Town with NYS DOS requirements.

**The prospective consultant will be responsible for the following components and tasks:**

### **Component 1: Project Start-up**

#### ***Task 1.1: Project Scoping Session***

The Town, the NYS DOS and the consultant shall hold an initial meeting to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The New York State Department of Environmental Conservation (NYS DEC) may attend this meeting. Topics shall include but are not limited to the following:

- Project scope
- Study area boundary
- Community participation and visioning process
- Project goal and objectives
- Existing relevant information (maps, reports, etc.)

- Access to information on past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including NYS DEC's on-line databases, GIS maps, site summary sheets on key projects, etc.
- Responsibilities of the participants (Town, consultant, NYS DOS and NYS DEC) Time frames and deadlines SEQRA requirements Expected products

The consultant shall prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

***Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.***

***Task 1.2: Project Outline***

The consultant will provide to the Town for submission to the NYS DOS, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Brownfield Opportunity Areas Program report. The NYS DOS shall review the project outline and comment. The consultant shall revise the project outline to reflect the comments made by the NYS DOS.

***Product: Approved project outline completed and distributed to scoping participants.***

## **Component 2: Capacity Building and Training**

***Task 2.1: NYS Community Seminar Series***

The consultant may participate in training sessions provided by the Brownfield Opportunity Area (BOA) Program. The consultant shall, in consultation with the NYS DOS project manager, provide a list of appropriate training sessions to be attended throughout the course of the project. The training program is designed to inform and educate grantees about community leadership, planning and development, brownfields and associated challenges and opportunities, community revitalization, remedial programs to clean-up brownfields, the tasks associated with each BOA program step and deliverables specified in the BOA contract work plan, and grant administrative and management. Specific objectives are to: enhance understanding of brownfields and community revitalization; enhance local capacity to administer and manage grants; ensure timely completion of planning and site assessment report products; and ensure effective implementation of BOA plans.

***Product: List of training sessions that the consultant and the Town will attend. Attendance in, and completion of, available training.***

***Task 2.2: Interagency Workshops***

The consultant may be requested to prepare for and participate in interagency workshops with appropriate local, county, state, and federal agencies. Interagency workshops/meetings may be conducted to: improve communication and understanding among the agencies about the consultant's community vision, and project objectives and needs; gain an improved understanding by the consultant of various government programs, services, and potential financing (grants and loans) that could be beneficial to advancing the consultant's plan; obtain support from government agencies for permitting, technical assistance, and financing; coordinate government agency actions; and foster the redevelopment process.

***Product: Workshop participation and associated preparation.***

## **Component 3: Community Participation and Techniques to Enlist Partners**

***Task 3.1: Community Participation Summary***

The consultant shall prepare public outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Nomination. Methods and techniques may

include, but are not limited to: public informational or outreach meetings; visioning sessions; design charettes; workshops; discussion groups; surveys; and public meetings and hearings. Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The consultant shall provide NYS DOS and NYS DEC with a minimum of two (2) weeks' advanced notice of all public proceedings relative to the public participation process.

**Product: Approved outline and summary description of the community participation plan and techniques to enlist partners for the Nomination.**

## **Component 4: Draft Nomination**

### **Task 4.1: Description of the Project and Boundary**

The Consultant shall prepare the following tasks that comprise the draft Nomination (Sections 1-3). The consultant shall prepare a Nomination that provides an in-depth and thorough description and analysis of the study area, including an economic and market trends analysis for properties located in the proposed BOA, with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization.

The consultant shall prepare the following tasks that comprise the draft Nomination

#### **A. Project Overview and Description**

The project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed BOA. The description shall include the area's potential in terms of opportunities for: new uses and businesses; creating new employment and generating additional revenues; new public amenities or recreational opportunities; and restoring environmental quality. The description shall include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

**Map Requirements:** The description shall include: a *Community Context Map* that shows the location and relationship of the community (in which the proposed Brownfield Opportunity Area is located) to the surrounding municipality, county and region; and a *Study Area Context Map* that shows the location of the proposed BOA in relation to the community and entire municipality.

#### **B. Community Vision and Goals and Objectives**

A vision statement and the specific goals and objectives to be achieved relative to community redevelopment and revitalization as shaped and expressed by *the* community. Goals and objectives may be expressed in terms of:

- opportunities for new development projects that are desired by the community and will fulfill community development needs;
- providing new housing opportunities;
- improving economic conditions;
- addressing environmental justice issues;
- providing new recreational opportunities;
- improving quality of life and environmental quality; or other goals and objectives relevant to the redevelopment of brownfields and the surrounding area.

#### **C. Brownfield Opportunity Area Boundary Description and Justification**

The proposed Brownfield Opportunity Area and a justification of the proposed boundary.

The borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50 ..500 acres.

*Map Requirement* -The description shall also include a *Brownfield Opportunity Area Boundary Map* that clearly shows and identifies the location and boundaries of the study area.

*Product: A complete narrative Description of the Project and Boundary, and all required maps, as described in Task 4.1 above. This narrative and associated maps will be presented in the draft Nomination as Section 1.*

*SEQRA -Section 1 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the proposed action, its purpose, public need and benefits, including social and economic considerations*

### ***B. Inventory and Analysis***

An inventory and analysis for the entire BOA, including an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed BOA, with an emphasis on the identification and reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The inventory and analysis must include the information needed to develop specific and realistic recommendations for the use of land and groundwater, and for recommended implementation projects, in the proposed BOA. The BOA may be divided into logical sectors or subareas to organize, facilitate, and clearly present the inventory and analysis. The study area, sectors, or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types and percent of land area vacant. The inventory and analysis shall include, but not be limited to, a description of the following:

***Existing Land Use and Zoning*** -A description and analysis of the existing land use pattern and zoning districts within the BOA, including:

- Location of study area as it relates to the community;
- Total land area in acres and area of each sector or subarea in acres of the proposed BOA;
- Existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses;
- Land area committed to each land use category;
- Brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned;
- Known data about the environmental conditions of the properties in the area;
- Existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts; and,
- Local, county, state or federal economic development designations or zones (such as Empire Zones, Environmental Zones, Urban Renewal Areas, Federal Enterprise Business Zones, Business Improvement Districts, Special Assessment Districts, etc.)

***Map Requirements*** -The description and analysis of the existing land use pattern and zoning must include: an *Existing Land Use Map* that shows the pattern of existing land use; and an *Existing Zoning Map* that shows the location and type of zoning districts and economic designations or zones.

***Brownfield, Abandoned, and Vacant Sites*** -A complete summary of relevant brownfield, abandoned, and vacant sites, including size and condition, current ground water conditions, and potential contamination issues based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed BOA, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles shall be provided and shall include, but not be limited to:

Site name and location, including owner, site address, and size in acres;

- Location on the *Underutilized Sites Location Map*;
- Current use or status and zoning;
- Existing infrastructure, utilities, and site access points;
- Proximity to existing transportation networks;
- Natural and cultural resources or features;
- Adjacent uses;
- Environmental and land use history, including previous owners and operators; known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information; and,
- Use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities.

A description of the information sources used to create the site profiles shall be included within this section of the Nomination report.

**Strategic Sites** -A description of the process and factors used to determine strategic sites for redevelopment. Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; and other factors as may be determined by the community.

**Map Requirement** -The description shall include an *Underutilized Sites Location Map* that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites that are privately or publically owned, with an identifying reference to the attached profiles. Strategic sites that have been identified through the planning process shall be shown on this map.

**Land Ownership Pattern** -A description and analysis of the private and public land ownership pattern including: land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

**Map Requirement** -The description shall include a *Land Ownership Map* that shows the primary public and private land ownership patterns.

**Parks and Open Space** -A description of all public (municipal, county, state, and federal) and privately owned lands that have been dedicated for or committed to parks or open space use.

**Map Requirement** -The description shall include a *Parks and Open Space Map* that shows lands that have been dedicated or committed for park or open space use.

**Building Inventory** -A description and analysis of key buildings in the area, including: building name, levels, gross square footage, original use, current use, condition, and ownership.

**Map Requirement** -The description shall include a *Building Inventory Map* that shows the location of key buildings.

**Historic or Archeologically Significant Areas** -A description and analysis of historic or archeologically areas, sites, districts, or structures that are of local, state or federal significance.

**Map Requirement** -The description shall include a *Historic or Archeologically Significant Areas Map* that shows resources of historic significance (may be shown as part of the Building Inventory Map).

**Transportation Systems** -A description and analysis of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

**Map Requirement** -The description shall include a *Transportation Systems Map* that shows primary transportation networks and systems.

**Infrastructure** -A description and analysis of the area's infrastructure (water, sewer, storm water, etc.) and utilities including location, extent, condition and capacity. This description and analysis will also include parking lots and garages.

**Map Requirement** -The description will include an *Infrastructure and Utilities Map* that shows the areas primary infrastructure.

**Natural Resources and Environmental Features** -A description and analysis of the area's natural resource base and environmental features and current conditions including, but not limited to: upland natural resources and open space; geologic, soil and topographic resources; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

**Map Requirement** -The description shall include a *Natural Resources and Environmental Features Map* that shows the location of primary natural resources and environmental features.

### **C. Economic and Market Trends Analysis**

An economic conditions and market trends analysis that, when combined with the inventory and analysis, will sufficiently and thoroughly justify a range of realistic future land uses to occupy the study area and strategic sites that are targeted for redevelopment; as well as the future land uses that are economically viable, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis shall include existing and projected socio-economic conditions within the municipality and the region, and consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses most appropriate for the study area; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment, municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired end land uses.

The economic and market trends analysis may consist of a macro (state and regional) and micro (neighborhood, street, block) analysis. If a macro analysis is conducted, the contractor shall consult with the NYS Empire State Development Corporation and the NYS Department of Labor and other sources identified below to obtain the most up to date and relevant information on macro-economic issues, such as national, state and regional business, labor and employment trends. The analysis shall include a microeconomic and real estate trends analysis that addresses issues and opportunities at the municipal, neighborhood and block levels relevant to the proposed BOA.

This portion of the report will include specific in-depth analyses addressing the:

- Residential market
- Retail and commercial market
- Health facilities
- Cultural and recreational uses

Additional sources upon which the economic analysis will be prepared may include but not be limited to: Telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials Local, county, regional planning boards County or regional economic reports and assessments Local or regional visitors and convention bureaus Local, county, state, or metropolitan transportation bureaus or councils Recreational and commercial boating organizations and reports Maritime trade organizations and associations County assessor's office New York State Department of Labor, Division of Research and Statistics New York State Division of Equalization and Assessment, New York State Department of Commerce, American Planning Association, Bureau of the Census ,Census Transportation Planning Package , Census of Retail Trade, Immigration and Naturalization Service, U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County

Population Growth; RIMS-II economic multipliers for specific counties U.S. Army Corps of Engineers, Waterborne Commerce of the United States,

#### ***D. Summary Analysis, Findings, and Recommendations***

A summary analysis and subsequent findings shall be prepared based on the more thorough analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and shall include, but is not limited to, the following:

- An analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and thorough description of existing conditions, including an assessment and summary of existing land use and zoning;
- An analysis and findings of reuse and development opportunities and needs for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- An identification of strategic brownfield sites that are potential candidates for site assessment;
- An analysis and findings that shall include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- An analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- An analysis and findings regarding potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- Anticipated future use of groundwater; and,
- An analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

Following the summary analysis and findings, a series of key recommendations will be provided. These key recommendations shall serve as the basis for the Implementation S strategy.

***Product: A complete narrative of the Analysis of the Brownfield Opportunity Area, and all required maps, as described in Task 4.3 above. This narrative and associated maps will be presented in the draft Nomination as Section 3.***

*SEQRA -Section 3 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the environmental setting of the areas to be affected, sufficient to understand the impacts of the proposed action and alternatives [6 NYCRR Section 617.9 (b)(5)(i)]. This description shall be included in the description of the Community and Regional Setting and Inventory and Analysis (items A. and B. above).*

#### ***Task 4.4: Review of Strategic Brownfield Sites***

Prior to completion of the summary analysis and findings, the contractor shall hold discussions with NYS DEC and NYS DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Site Assessment funding or technical assistance under BOA, the State's remedial programs (Le., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

***Product: List of candidate sites to be considered for Site Assessment funding.***

## **Component 5: Completion and Distribution of the Draft Nomination**

### ***Task 5.1: Draft Nomination and Executive Summary***

The consultant shall prepare the initial draft Nomination and Executive Summary, reflecting the ideas and views expressed during the community participation process. The document shall include, if necessary, a revised vision statement, goals and objectives, and provide a description of development and community revitalization opportunities to address the identified goals and objectives.

The Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary;
- The community's vision for the area and major goals and objectives;
- Public participation process;
- Conditions in the study area and key natural resources;
- An economic niche or opportunities based in part on the economic and market trends;
- Strategic sites and associated redevelopment opportunities; and,
- Key findings and recommendations

The draft document shall be submitted to NYS DOS for review and comment. The consultant must submit five copies of the draft Nomination, including three paper copies and two electronic copies, consistent with the aforementioned Attachment A. No additional copies of the draft Nomination will be printed or distributed without the approval of the NYS DOS.

***Product: Draft Nomination.***

### ***Task 5.2: Draft Nomination and Executive Summary***

The consultant shall prepare a draft Nomination and Executive Summary, reflecting the comments received by the grant recipient and the NYS DOS.

***Product: Draft Nomination and Executive Summary.***

### ***Task 5.3: Print and Distribute Interagency Briefing Package***

Upon review and acceptance of the draft Nomination, the consultant shall provide a briefing package for use in an interagency meeting that may include representatives from local, State, and federal agencies. Such package shall be designed to prepare meeting participants for an interagency meeting to advance implementation of the BOA Plan. To facilitate review by multiple agencies, the project summary will follow the format and content provided, and shall include, but is not limited to:

- *Community Context*, including a brief history of the community's development and a description of current conditions;
- *Project Description*; a description of the study area in terms of size and character, number of brownfields, and specific issues being addressed;
- *Key Redevelopment Objectives*; described in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resource protection or enhancement, as appropriate; and,
- *Revitalization Needs*; a list of specific revitalization needs to advance redevelopment on strategic sites and area-wide revitalization including but not limited to: assistance to foster redevelopment to provide housing, retail, mixed use, industrial, recreational, or cultural uses and supporting infrastructure; site assessment and environmental remediation; publicly controlled and other lands and buildings which are, or could be, made available for development or for public purposes; public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions. The summary may be derived from, or serve as, the Executive Summary for the Nomination.

The consultant shall submit to the NYS DOS up to five (5) paper copies, and no fewer than 50 and no more than 100 electronic copies of the package. The exact number of copies required shall be determined by the NYS DOS in consultation with the contractor. Paper copies and electronic

copies shall be submitted consistent with the Attachment A. All entities shall have 30 days to review the package prior to scheduling any discussion.

***Product: Briefing Package distributed for review by local, state, and federal agencies, and relevant private entities.***

***Task 5.4: Interagency Roundtable***

Upon review, the consultant and the NYS DOS may convene a roundtable discussion of program opportunities for implementation of the BOA. Such discussion will serve as a basis for developing a realistic implementation strategy in Step 3 of the BOA planning process.

***Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.***

***Component 6: Final Nomination and Advancing to BOA Program Step 3***

***Task 6.1: Preparation of Final Nomination***

Based on comments received during the review period, the consultant shall prepare a final Nomination. The final Nomination shall be submitted, along with a "redline/strikeout" version for comparison purposes, to NYS DOS for review and comment, consistent with Attachment A. No additional copies of the Nomination will be printed or distributed without approval by the NYS DOS.

***Product: Final Nomination***

***Task 6.2: Application for Project Advancement***

Upon completion of all tasks and receipt of acceptable report products, the consultant may submit an application to complete an Implementation Strategy for the Brownfield Opportunity Area and, as appropriate, an Application for Site Assessment. If site assessment funding is sought, the contractor shall complete a Site Assessment Form for each strategic brownfield site. Conceptual approval is recommended on the strategic brownfield sites selected prior to completing the form(s). A completed Site Assessment Form should be included (one for each strategic brownfield site that site assessment funding is being sought for) with the application to advance to Step 3.

***Product: Completed application to continue work under the Brownfield Opportunity Area Program and Site Assessment Form completed for each strategic brownfield.***



## ***Brownfield Opportunity Areas Program***

The following components will result in a BOA Nomination.

### ***Step 2: Nomination Work Plan***

Project Description

Project Components

Component 1: Project Start-up

Component 2: Capacity and Partnership Building

Component 3: Community Participation and Techniques to Enlist Partners

Component 4: Draft Nomination Study

Component 5: Completion, Approval and Distribution of the draft Nomination

Component 6: Final Nomination and Advancing to Step 3

Component 7: NYS Environmental Quality Review

Component 8: Project Reporting

Project Management and Responsibilities

Budget Summary

## NOMINATION WORK PLAN

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Contractor: Town of Riverhead  
Project Name: Peconic River/Route 25 EcoCorridor  
Contract Number: C106006

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### PROJECT TITLE

#### 1. Project Description

The Town of Riverhead intends to complete a Nomination for an approximately 452 acre area characterized with eighteen potential brownfield sites that are located along the Peconic River and New York State Route 25 located in Downtown Riverhead and connecting to the terminus of the Long Island Expressway Interstate 495 and commonly referred to locally as the East Main Street and West Main Street neighborhoods.

The primary community revitalization objectives to be achieved by this project include: Planning assistance to continue implementation of projects envisioned by numerous planning documents such as the Town of Riverhead Comprehensive Plan, The East Main Street Urban Renewal Plan, the Downtown Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space to create a revitalized downtown emphasizing and capitalizing on regional agro and eco-tourism, with unique cultural attractions, a bustling Main Street, and Arts District, an Historic District with protected historic buildings, as well as an expanded and improved waterfront.

Anticipated community benefits resulting from this project include a walkable hamlet center that serves as a center for community life and provides day to day shopping services for residents, as well as specialty shopping for tourists; a system of parks and greenways along the Peconic River that provide abundant recreational opportunities for all ages, economic, social groups and abilities; improved access to waterfront areas for recreational purposes, including the Peconic River and Great Peconic Bay.

The Nomination will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization. Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries;
- Establishing a community participation process, including a clear description of a community vision and associated goals and objectives for the study area, and techniques to enlist partners;
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area;
- Identifying strategic sites that represent key redevelopment opportunities and are catalysts for revitalization;
- Based on the analysis, a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization; and,
- Providing a series of key recommendations to serve as the basis for the Implementation Strategy.

The area along the Peconic River that runs adjacent to New York State Route 25 from Tanger Outlets to Hubbard Avenue including the Riverhead East Main Street Urban Renewal Area and West Main Street Community Rivers is a priority of the Town of Riverhead Board and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by the Town of Riverhead including planning documents such as the Town of Riverhead Comprehensive Plan, The East Main Street Urban Renewal Plan, the Downtown Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space.

## 2. Project Attribution and Number of Copies

The contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS Department of State, Office of Coastal, Local Government and Community Sustainability to the project. The materials must include the following acknowledgment:

*"This (document, report, map, etc.) was prepared for (insert grantee name) and the New York State Department of State with state funds provided through the Brownfield Opportunity Areas Program."*

In each of the following components and tasks, the NYS Department of State, Office of Coastal, Local Government and Community Sustainability is referred to as the "DOS" and the NYS Department of Environmental Conservation, Division of Environmental Remediation is referred to as "DEC".

The contractor shall ensure that all materials printed, constructed and/or produced with funding provided by the Brownfield Opportunity Areas Program form a unified and coherent report and include the components and products described in this work plan. Submission of pre-existing and stand alone data and reports are not acceptable as substitutes.

The contractor shall prepare, or cause to be prepared, the following project components, tasks, and associated products.

## 3. Project Components

### Component 1: Project Start-up

#### Task 1.1: Initial Organization Meeting

The contractor and DOS shall conduct an initial meeting with key project participants. The DEC may attend this meeting. The purpose of the meeting is to discuss the scope of the project, SEQRA requirements, the type of services that are most appropriate, the subcontractor procurement process, and how the budget should be directed. In addition, the composition of a project advisory committee and other public participation techniques shall be discussed as well as any other information which would assist in project completion. A copy of the work plan and budget will be made available at the meeting. The contractor shall complete and distribute a meeting summary.

**Product: Meeting summary prepared and distributed to meeting participants.**

#### Task 1.2: Establishment of a Project Steering Committee

The contractor shall establish a steering committee to oversee the process in cooperation with the contractor and the subcontractor. If a steering committee was assembled for the preparation of the Pre-Nomination Study, the contractor may decide to use that same body or an alternative form to guide the preparation of the Nomination.

The committee shall be comprised of a range of interests that are representative of the community, and may include, but are not limited to: local municipal officials from the community in which the project is located; community-based organizations or not-for-profit organizations; regional planning entities or other regional groups; appropriate state and/or federal agencies; private or business interests; property owners; other non-governmental entities; environmental groups or organizations; other civic groups; area residents; and the public at large. To the extent necessary to achieve broad public participation, additional representatives may be identified in consultation with the DOS. The contractor shall complete and distribute a list of the steering committee members.

**Product: List of steering committee members prepared and distributed.**

#### Task 1.3: Solicitation of Consulting Services

##### A. Request for Proposals

The contractor shall draft a request for proposals (RFP), including a complete project description with site conditions, expected final results, and criteria for selecting a preferred proposal. The RFP shall be submitted to the DOS for review and approval prior to release for solicitation of proposals. After the DOS has reviewed and approved the request for proposals, the contractor may directly notify, through e-mail or regular mail, potentially qualified consultants of the request for proposals. In addition, if no RFQ was advertised, the contract shall also advertise the request for proposals in the NY State Contract Reporter, a regional newspaper, or an appropriate trade publication.

**Product: An approved RFP sent to qualified subcontractors.**

#### Task 1.4: Consultant Selection

In consultation with DOS, the contractor shall review all proposals received as a result of the RFP. Based on the reviews of the consultant proposals, the contractor shall organize and conduct interviews of the top-ranked candidate consultants. The DOS may participate in the interview process.

At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response;
- Understanding of the proposed scope of work;
- Applicability of proposed alternatives or enhancements to information requested;
- Cost-effectiveness of the proposal;
- Qualifications and relevant experience with respect to the tasks to be performed;
- Reputation among previous clients; and,
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration. The consultant selected is subject to approval by the DOS.

If the contractor is a municipality, the municipal attorney, chief legal officer, or financial administrator for the municipality (contractor) shall certify to the Department of State that the procedures of the municipality, established pursuant to General Municipal Law, Section 104-b, were fully complied with for all contracts for professional services. (See Attachment 4)

If the contractor is a community based organization, the chief legal officer or financial administrator for the community based organization (contractor) shall certify to the Department of State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost. (See Attachment 4)

**Product: List of top-ranked candidates and letter from the contractor to DOS indicating the selected consultant, and appropriate certification.**

#### Task 1.5: Subcontract Preparation and Execution

The contractor shall prepare a draft subcontract to conduct the work with the selected consultant. The contract shall contain a detailed work plan with adequate opportunity to review stages in completion of the study, a payment schedule (payments must be tied to receipt of acceptable products in the work plan), and a project cost.

The consultant must specify:

- The professionals from the firm that will be directly involved in the project;
- The composition of the entire team, including firm name and area of responsibility/expertise;
- The persons, including firm affiliation, that are assigned to undertake and complete specific tasks that are in the work plan;
- The contractor shall submit the draft subcontract to the DOS for review and approval. A copy of the final subcontract, incorporating DOS's comments on the draft, shall be provided to DOS.

**Product: Executed subcontract.**

#### Task 1.6: Project Scoping Session with the Selected Consultant

The contractor, the DOS and the consultant shall hold an initial meeting to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The DEC may, and is encouraged to, attend this meeting.

Topics shall include but are not limited to the following:

- project scope;
- study area boundary;
- community participation and visioning process;
- project goal and objectives;
- existing relevant information (maps, reports, etc.);
- access to information on past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC's on-line databases, GIS maps, site summary sheets on key projects, etc.;

- responsibilities of the participants (contractor, consultant, DOS and DEC);
- time frames and deadlines;
- SEQRA requirements; and,
- expected products.

The contractor shall prepare, or cause to be prepared, a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

**Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.**

#### Task 1.7: Project Outline

The contractor shall provide, or cause to be provided, to the DOS, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Brownfield Opportunity Areas Program report. The DOS shall review the project outline and comment. The contractor shall revise, or cause to be revised, the project outline to reflect the comments made by the DOS.

**Product: Approved project outline completed and distributed to scoping participants.**

### Component 2: Capacity Building and Training

#### Task 2.1: NYS Community Seminar Series

The contractor shall participate in training sessions provided by the Brownfield Opportunity Area Program. The contractor shall, in consultation with the DOS project manager, provide a list of appropriate training sessions to be attended throughout the course of the project.

The training program is designed to inform and educate grantees about community leadership, planning and development, brownfields and associated challenges and opportunities, community revitalization, remedial programs to clean-up brownfields, the tasks associated with each BOA program step and deliverables specified in the BOA contract work plan, and grant administrative and management.

Specific objectives are to: enhance understanding of brownfields and community revitalization; enhance local capacity to administer and manage grants; ensure timely completion of planning and site assessment report products; and ensure effective implementation of BOA plans.

Training is available for up to three individuals per contract. Registration fees are waived for BOA grantees and travel costs associated with the Community Seminar Series are an eligible contract expense.

**Product: List of training sessions that the grantee will attend. Attendance in, and completion of, available training.**

#### Task 2.2: Interagency Workshops

The contractor may be requested to prepare for and participate in interagency workshops with appropriate local, county, state, and federal agencies. Interagency workshops/meetings may be conducted to: improve communication and understanding among the agencies about the contractor's community vision, and project objectives and needs; gain an improved understanding by the contractor of various government

programs, services, and potential financing (grants and loans) that could be beneficial to advancing the contractor's plan; obtain support from government agencies for permitting, technical assistance, and financing; coordinate government agency actions; and foster the redevelopment process.

**Product: Workshop participation and associated preparation.**

### Component 3: Community Participation and Techniques to Enlist Partners

#### Task 3.1: Community Participation Summary

The public outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Nomination.

Methods and techniques may include, but are not limited to:

- public informational or outreach meetings;
- visioning sessions;
- design charettes;
- workshops;
- discussion groups;
- surveys; and,
- public meetings and hearings.

Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The contractor shall provide DOS and DEC with a minimum of two (2) weeks' advanced notice of all public proceedings relative to the public participation process.

Public participation shall include, at a minimum:

- the use of a local steering committee to guide the plan's preparation;
- the preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan;
- the initial kick-off meeting to explain the Brownfield Opportunity Area Program and the project's intent and scope, and to solicit initial public input to develop, refine, or confirm the community's vision for the study area, project goals and objectives, opportunities and constraints;
- the presentation/review of current conditions, and the review, revision or update of the vision statement and goals and objectives;
- the review of the economic and market trends analysis and an exploration of alternative approaches to redevelopment and revitalization; and,
- a public presentation and informational meeting on the draft Nomination that describes, and allows feedback on the vision for the study area, existing conditions, strategic sites, and the study area analysis, findings, and recommendations.

Public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan, thus ensuring community understanding and support. The public participation outline and summary description shall be subject to review and approval by the DOS.

**Product: Approved outline and summary description of the community participation plan for the Nomination.**

Task 3.2: Techniques to Enlist Partners

The techniques that will be used to identify and advise potential partners about the plan and to enlist their assistance. This task differs from the Community Participation task above as this task is designed to seek assistance from a variety of potential partners in formulating and implementing the plan. Partners may include but are not limited to: local, county, state or federal government agencies; property owners; private sector interests; not-for-profit organizations; academic institutions; and other stakeholders.

Consultation methods and techniques used to identify and inform project partners about the plan's status and progress, and to enlist their assistance in the process, including, but not limited to: written correspondence; phone contact; and meetings and workshops involving local, county, state or federal government agencies, property owners, private sector interests, not-for-profit organizations, and academic institutions. Consultation shall include, at a minimum, a presentation to partners on the Nomination (Sections 1- 3) that describes existing conditions, strategic sites, and the study area analysis, findings, and recommendations.

The purpose of this task is to:

- Improve communication and understanding about project objectives and needs;
- Gain information about the status of on-going remedial activities and the environmental condition of brownfield sites in the study area;
- Gain information about funding opportunities available from government programs and private-sector or not-for-profit organizations to facilitate clean-ups, foster appropriate redevelopment, rehabilitate existing infrastructure or provide new infrastructure;
- gain support from government agencies for permitting and financing; and,
- coordinate government agency and private-sector actions.

The techniques to enlist partners shall be subject to review and approval by DOS.

**Product: Approved outline and summary description of the techniques to enlist partners for the Nomination.**

Component 4: Draft Nomination

The contractor shall prepare the following tasks that comprise the draft Nomination (Sections 1 - 3).

The Nomination shall provide an in-depth and thorough description and analysis of the study area, including an economic and market trends analysis, for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization.

The contractor shall describe the following:

Task 4.1: Description of the Project and Boundary (to be presented as Section 1)

Lead Project Sponsors

The relationship and organizational structure between the sponsoring municipality and involved community-based organizations or the relationship and organizational structure between the sponsoring community-based organization and the municipality.

#### A. Project Overview and Description

The project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed Brownfield Opportunity Area (BOA). The description shall include the area's potential in terms of opportunities for: new uses and businesses; creating new employment and generating additional revenues; new public amenities or recreational opportunities; and restoring environmental quality. The description shall include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

Map Requirements - The description shall include: a *Community Context Map* that shows the location and relationship of the community (in which the proposed Brownfield Opportunity Area is located) to the surrounding municipality, county and region; and a *Study Area Context Map* that shows the location of the proposed BOA in relation to the community and entire municipality.

#### B. Community Vision and Goals and Objectives

A vision statement and the specific goals and objectives to be achieved relative to community redevelopment and revitalization as shaped and expressed by the community. Goals and objectives may be expressed in terms of: opportunities for new development projects that are desired by the community and will fulfill community development needs; providing new housing opportunities; improving economic conditions; addressing environmental justice issues; providing new recreational opportunities; improving quality of life and environmental quality; or other goals and objectives relevant to the redevelopment of brownfields and the surrounding area.

Such goals and objectives shall, where practicable, reflect, to the degree appropriate, the principles of sustainable community development, including, but not limited to:

- strengthening and directing development towards existing communities centers;
- fostering distinctive, attractive communities with a strong sense of place;
- mixing land uses;
- taking advantage of compact building design;
- creating a range of housing opportunities and choices, including affordable housing;
- reusing historic buildings and preserving historic sites;
- preserving open space, farmland, natural beauty, and critical environmental areas;
- providing a variety of transportation choices (public transit, pedestrian, bicycle, etc.);
- creating walkable neighborhoods;
- using best management practices for stormwater management;
- making development decisions predictable, fair and cost effective; and,
- encouraging community and stakeholder collaboration in development decisions.

A description will also be provided that explains the relationship of the proposed project vision, goals, and objectives to any existing community vision, revitalization strategies, and or comprehensive plans.

C. Brownfield Opportunity Area Boundary Description and Justification

The proposed Brownfield Opportunity Area and a justification of the proposed boundary. The borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50-500 acres.

The borders must be justified in terms of, land uses that affect or are affected by identified potential brownfields natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields and areas necessary for the achievement of the expressed goals of the BOA.

Map Requirement - The description shall also include a *Brownfield Opportunity Area Boundary Map* that clearly shows and identifies the location and boundaries of the study area.

**Product: A complete narrative Description of the Project and Boundary, and all required maps, as described in Task 4.1 above. This narrative and associated maps will be presented in the draft Nomination as Section 1.**

SEQRA - Section 1 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the proposed action, its purpose, public need and benefits, including social and economic considerations [6 NYCRR Section 617.9 (b)(5)(i)]. This description shall be included in the Project Overview and Description (item B. above).

Task 4.2: Community Participation Plan and Techniques to Enlist Partners  
(to be presented as Section 2)

A. Community Participation Plan

The community outreach methods and techniques that have been and will be used to ensure community and public participation throughout the course of preparing the Nomination, as outlined in Component 3.

B. Techniques to Enlist Partners

The meetings or workshops that have occurred, and will occur, at appropriate and key stages during the preparation of the Nomination, as outlined in Component 3.

**Product: A complete narrative description of the Community Participation Plan and Techniques to Enlist Partners as described in Task 4.2 above. This narrative shall be presented in the draft Nomination as Section 2.**

Task 4.3: Analysis of the Proposed Brownfield Opportunity Area (to be presented as Section 3)

A. Community and Regional Setting

A summary description and analysis of the contextual relationship of the proposed Brownfield Opportunity Area to the community, municipality and region that includes, but is not limited to: community size, population, and location in relation to the county and region; key demographic information and trends; housing trends and needs; the area's economic history and current condition including income, dominant employment sectors, and unemployment figures; land use history and current status; transportation systems; infrastructure; and natural features. This summary may rely primarily upon existing reports and plans.

## B. Inventory and Analysis

An inventory and analysis for the entire Brownfield Opportunity Area, including an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The inventory and analysis must include the information needed to develop specific and realistic recommendations for the use of land and groundwater, and for recommended implementation projects, in the proposed Brownfield Opportunity Area.

The Brownfield Opportunity Area may be divided into logical sectors or subareas to organize, facilitate, and clearly present the inventory and analysis. The study area, sectors, or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types and percent of land area vacant. The inventory and analysis shall include, but not be limited to, a description of the following:

Existing Land Use and Zoning - A description and analysis of the existing land use pattern and zoning districts within the Brownfield Opportunity Area, including:

- location of study area as it relates to the community;
- total land area in acres and area of each sector or subarea in acres of the proposed Brownfield Opportunity Area;
- existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses;
- land area committed to each land use category;
- brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned;
- known data about the environmental conditions of the properties in the area;
- existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts; and,
- local, county, state or federal economic development designations or zones (such as Empire Zones, Environmental Zones, Urban Renewal Areas, Federal Enterprise Business Zones, Business Improvement Districts, Special Assessment Districts, etc.).

Map Requirements - The description and analysis of the existing land use pattern and zoning must include: an *Existing Land Use Map* that shows the pattern of existing land use; and an *Existing Zoning Map* that shows the location and type of zoning districts and economic designations or zones.

Brownfield, Abandoned, and Vacant Sites - A complete summary of relevant brownfield, abandoned, and vacant sites, including size and condition, current ground water conditions, and potential contamination issues based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed Brownfield Opportunity Area, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles (see Attachment C) shall be provided and shall include, but not be limited to:

- site name and location, including owner, site address, and size in acres;
- location on the *Underutilized Sites Location Map*;
- current use or status and zoning;
- existing infrastructure, utilities, and site access points;
- proximity to existing transportation networks;
- natural and cultural resources or features;
- adjacent uses;
- environmental and land use history, including previous owners and operators;
- known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information; and,
- use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities.

A list of potential information sources is provided in Attachment B. A description of the information sources used to create the site profiles shall be included within this section of the Nomination report.

Strategic Sites - A description of the process and factors used to determine strategic sites for redevelopment. Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; and other factors as may be determined by the community.

Map Requirement - The description shall include a *Underutilized Sites Location Map* that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites that are privately or publically owned, with an identifying reference to the attached profiles. Strategic sites that have been identified through the planning process shall be shown on this map.

Land Ownership Pattern - A description and analysis of the private and public land ownership pattern including: land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

Map Requirement - The description shall include a *Land Ownership Map* that shows the primary public and private land ownership patterns.

Parks and Open Space - A description of all public (municipal, county, state, and federal) and privately owned lands that have been dedicated for or committed to parks or open space use.

Map Requirement - The description shall include a *Parks and Open Space Map* that shows lands that have been dedicated or committed for park or open space use.

Building Inventory - A description and analysis of key buildings in the area, including: building name, levels, gross square footage, original use, current use, condition, and ownership.

Map Requirement - The description shall include a *Building Inventory Map* that shows the location of key buildings.

Historic or Archeologically Significant Areas - A description and analysis of historic or archeologically areas, sites, districts, or structures that are of local, state or federal significance.

Map Requirement - The description shall include a *Historic or Archeologically Significant Areas Map* that shows resources of historic significance (may be shown as part of the Building Inventory Map).

Transportation Systems - A description and analysis of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

-TOD Growth Plan to include the following elements shall be developed as a standalone technical appendix:

- Traffic Flow plan – work with County and State to coordinate traffic plan that calms traffic and provides safe pedestrian and bicycle environment.

- Public Transport Plan – work with County and State officials to coordinate and facilitate public transportation system that works in concert (i.e., develop Suffolk County Bus Route that allows LIRR passengers to access Main Street Corridor resources, cultural, art, educational institutions and businesses

- Parking Plan – develop targeted growth/site acquisition plan for Parking District to acquire new lots, manage existing lots for maximum capacity, and provide for the parking needs of targeted businesses

- Pedestrian Bike Plan – develop connections between existing routes for pedestrians and bicyclers to use state, county and town bike/pedestrian paths including facilitating bicycle facilities and exploring potential for bike share program.

- Plan for Integration of Housing, Commercial and Public Space/Environment – provide targeted action plan for developing vacant or underutilized parcels for specific uses based on accessible parking and access

Map Requirement - The description shall include a *Transportation Systems Map* that shows primary transportation networks and systems.

Infrastructure - A description and analysis of the area's infrastructure (water, sewer, stormwater, etc.) and utilities including location, extent, condition and capacity. This description and analysis will also include parking lots and garages.

Map Requirement - The description will include an *Infrastructure and Utilities Map* that shows the areas primary infrastructure.

Natural Resources and Environmental Features - A description and analysis of the area's natural resource base and environmental features and current conditions including, but not limited to: upland natural resources and open space; geologic, soil and topographic resources; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

Map Requirement - The description shall include a *Natural Resources and Environmental Features Map* that shows the location of primary natural resources and environmental features.

### C. Economic and Market Trends Analysis

An economic conditions and market trends analysis that, when combined with the inventory and analysis, will sufficiently and thoroughly justify a range of realistic future land uses to occupy the study area and strategic sites that are targeted for redevelopment; as well as the future land uses that are economically viable, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis shall include existing and projected socio-economic conditions within the municipality and the region, and consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses most appropriate for the study area; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment, municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired end land uses.

The economic and market trends analysis may consist of a macro (state and regional) and micro (neighborhood, street, block) analysis. If a macro analysis is conducted, the contractor shall consult with the NYS Empire State Development Corporation and the NYS Department of Labor and other sources identified below to obtain the most up to date and relevant information on macro-economic issues, such as national, state and regional business, labor and employment trends. The analysis shall include a micro-economic and real estate trends analysis that addresses issues and opportunities at the municipal, neighborhood and block levels relevant to the proposed Brownfield Opportunity Area.

Additional sources upon which the economic analysis will be prepared may include but not be limited to:

- telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials
- local, county, regional planning boards
- county or regional economic reports and assessments
- local or regional visitors and convention bureaus
- local, county, state, or metropolitan transportation bureaus or councils
- recreational and commercial boating organizations and reports
- maritime trade organizations and associations

- county assessor's office
- New York State Department of Labor, Division of Research and Statistics
- New York State Division of Equalization and Assessment
- New York State Department of Commerce
- American Planning Association
- U.S. Bureau of the Census
- U.S. Census Transportation Planning Package
- U.S. Census of Retail Trade
- U.S. Immigration and Naturalization Service
- U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County Population Growth; RIMS-II economic multipliers for specific counties
- U.S. Army Corps of Engineers, Waterborne Commerce of the United States

- Financing Demographics/market – Provide marketing/demographic analysis that targets growth areas and can be provided to interested businesses for relocating to Main Street Corridor

- Historic District Financing – develop clear user friendly brochure for accessing Historic Tax incentives in Downtown Riverhead Historic District.

#### D. Key Findings and Recommendations

A thorough description and analysis of opportunities, and reuse potentials for properties located in the proposed Brownfield Opportunity Area. Emphasis is to be placed on the identification and reuse potential of strategic brownfield sites that may be catalysts for revitalization.

#### E. Summary Analysis, Findings, and Recommendations

A summary analysis and subsequent findings shall be prepared based on the more thorough analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and shall include, but is not limited to, the following:

- an analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and thorough description of existing conditions, including an assessment and summary of existing land use and zoning;
- an analysis and findings of reuse and development opportunities and needs for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- an identification of strategic brownfield sites that are potential candidates for site assessment;
- an analysis and findings that shall include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- an analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- an analysis and findings regarding potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- anticipated future use of groundwater; and,

- an analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

Providing a series of key recommendations to serve as the basis for the Implementation Strategy.

**Product:** A complete narrative of the Analysis of the Brownfield Opportunity Area, and all required maps and technical appendices as described in Task 4.3 above. This narrative and associated maps will be presented in the draft Nomination as Section 3.

**SEQRA - Section 3 shall satisfy Generic Environmental Impact Statement content requirements by including a concise description of the environmental setting of the areas to be affected, sufficient to understand the impacts of the proposed action and alternatives [6 NYCRR Section 617.9 (b)(5)(ii)]. This description shall be included in the description of the Community and Regional Setting and Inventory and Analysis (items A. and B. above).**

Task 4.4: Review of Strategic Brownfield Sites

Prior to completion of the summary analysis and findings, the contractor shall hold discussions with DEC and DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Site Assessment funding or technical assistance under BOA, the State's remedial programs (i.e., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

**Product:** List of candidate sites to be considered for Site Assessment funding.

Component 5: Completion and Distribution of the draft Nomination

Task 5.1: Draft Nomination and Executive Summary

The contractor shall prepare, or cause to be prepared, the initial draft Nomination and Executive Summary, reflecting the ideas and views expressed during the community participation process. The document shall include, if necessary, a revised vision statement, goals and objectives, and provide a description of development and community revitalization opportunities to address the identified goals and objectives.

The Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary;
- The community's vision for the area and major goals and objectives;
- Public participation process;
- Conditions in the study area and key natural resources;
- An economic niche or opportunities based in part on the economic and market trends;
- Strategic sites and associated redevelopment opportunities; and,
- Key findings and recommendations.

The draft document shall be submitted to DOS for review and comment. The contractor must submit five copies of the draft Nomination, including three paper copies and two electronic copies, consistent with Attachment A. No additional copies of the draft Nomination will be printed or distributed without the approval of the DOS.

**Product: Draft Nomination.**

Task 5.2: Draft Nomination and Executive Summary

The contractor shall prepare, or cause to be prepared, a draft Nomination and Executive Summary, reflecting the comments received by the grant recipient and the DOS.

**Product: Draft Nomination and Executive Summary.**

Task 5.3: Print and Distribute Interagency Briefing Package

Upon review and acceptance of the draft Nomination, the contractor shall provide, or cause to be provided, a briefing package for use in an interagency meeting that may include representatives from local, State, and federal agencies. Such package shall be designed to prepare meeting participants for an interagency meeting to advance implementation of the BOA Plan.

To facilitate review by multiple agencies, the project summary will follow the format and content provided, and shall include, but is not limited to:

- Community Context, including a brief history of the community's development and a description of current conditions;
- Project Description, a description of the study area in terms of size and character, number of brownfields, and specific issues being addressed;
- Key Redevelopment Objectives, described in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resource protection or enhancement, as appropriate; and,
- Revitalization Needs, a list of specific revitalization needs to advance redevelopment on strategic sites and area-wide revitalization including but not limited to: assistance to foster redevelopment to provide housing, retail, mixed use, industrial, recreational, or cultural uses and supporting infrastructure; site assessment and environmental remediation; publicly controlled and other lands and buildings which are, or could be, made available for development or for public purposes; public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions. The summary may be derived from, or serve as, the Executive Summary for the Nomination.

The contractor shall submit to the DOS up to five (5) paper copies, and no fewer than 50 and no more than 100 electronic copies of the package. The exact number of copies required shall be determined by the DOS in consultation with the contractor. Paper copies and electronic copies shall be submitted consistent with Attachment A. All entities shall have 30 days to review the package prior to scheduling any discussion.

**Product: Briefing Package distributed for review by local, state, and federal agencies, and relevant private entities.**

Task 5.4: Interagency Roundtable

Upon review, the contractor and the DOS may convene a roundtable discussion of program opportunities for implementation of the BOA. Such discussion will serve as a basis for developing a realistic implementation strategy in Step 3 of the BOA planning process.

**Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.**

Component 6: Final Nomination and Advancing to BOA Program Step 3

Task 6.1: Preparation of Final Nomination

Based on comments received during the review period, the contractor shall prepare, or cause to be prepared, a final Nomination. The final Nomination shall be submitted, along with a "redline/strikeout" version for comparison purposes, to DOS for review and comment, consistent with Attachment A. No additional copies of the Nomination will be printed or distributed without approval by the DOS.

**Product: Final Nomination**

Task 6.2: Application for Project Advancement

Upon completion of all tasks and receipt of acceptable report products, the contractor may submit an application to complete an Implementation Strategy for the Brownfield Opportunity Area and, as appropriate, an Application for Site Assessment. If site assessment funding is sought, the contractor shall complete, or cause to be completed, a Site Assessment Form for each strategic brownfield site. Conceptual approval is recommended on the strategic brownfield sites selected prior to completing the form(s). A completed Site Assessment Form should be included (one for each strategic brownfield site that site assessment funding is being sought for) with the application to advance to Step 3.

**Product: Completed application to continue work under the Brownfield Opportunity Area Program and Site Assessment Form completed for each strategic brownfield.**

Component 7: NYS Environmental Quality Review

Task 7.1: Environmental Assessment Form

As early in the process as practicable, but no later than completion of the Summary Analysis in the Nomination, the contractor shall complete Part 1 of the full Environmental Assessment Form (EAF). If the contractor is not a municipality, the contractor shall submit Part 1 of the full EAF to the appropriate municipality.

**Product: Completed Part 1 of the full Environmental Assessment Form.**

Task 7.2: Lead Agency

The municipality shall circulate the completed Part 1 of the full EAF and request lead agency status under the State Environmental Quality Review Act (SEQRA). With regard to SEQRA, the municipality and DOS are involved agencies, since the Brownfield Opportunity Area will be designated by the New York State Secretary of State, and may be locally adopted. The DEC is a potential involved agency since Site Assessments undertaken through the Brownfield Opportunity Areas Program will be funded and administered by the DEC.

**Product: Completed Environmental Assessment Form and letter requesting lead agency status.**

Task 7.3: Determine Significance

Within twenty (20) days of designation of lead agency, or within twenty (20) days of receipt of sufficient information, the lead agency shall make a Determination of Significance. If determined by the Lead Agency that the proposed BOA will have a significant adverse environmental impact, a Positive Declaration must be prepared and a Generic Environmental Impact Statement will be required **OR** if determined by the Lead Agency that the proposed BOA will not have a significant adverse environmental impact, a Negative Declaration must be prepared. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary.

**Product: State Environmental Quality Review Act Determination of Significance filed.**

Task 7.4: Scoping Session

If a positive determination is made, the lead agency shall initiate a scoping session by providing a draft scope to all involved agencies, and, based on comments received during the scoping session, shall, within sixty (60) days of the scoping session, provide a final scope of issues to be addressed in the draft GEIS.

**Product: Written scope of issues to be addressed in the draft GEIS.**

Component 8: Marketing

Task 8.1: Marketing Strategy

Develop a marketing and branding strategy to reposition Main Street corridor/Downtown Riverhead as central point for the East End Region of Long Island. Develop Action plan for enhancing Main Street corridor assets, resources, institutions, businesses and connectivity. Develop tools for promotion such as brochures of historic, environmental, business, educational, artistic resources.

**Product: *A Comprehensive marketing strategy and action plan. Mock-ups of web-based and collateral marketing and promotional materials to assist in the attraction of identified businesses types and area residents and visitors***

-Task 8.2: Centralized Web-hub

As an implementing mechanism for the marketing strategy, a centralized web-hub shall be developed to provide a dedicated website (or portion of existing) to highlight the assets of the corridor and downtown businesses, cultural resources, walking maps, transportation hub resources and “to do” as jump off point for East End

***Product: A website to serve as a focal point of business and cultural and recreational assets of downtown Riverhead as well as highlight emerging opportunities and improvements and inform the public of revitalization progress..***

## Component 9: Project Reporting

### Task 9.1 Project Summary

The contractor shall draft a brief, one- or two-page summary of the project to be used in presentations to various stakeholders. The project summary shall follow the format and content provided by the DOS to be consistent with other such summaries produced by other participating communities, and shall include:

The contractor shall draft a brief, one- or two-page summary of the revitalization strategy to be used in presentations to various stakeholders. The project summary shall follow the format and content provided by the DOS to be consistent with other such summaries produced by other participating communities, and shall include:

Community Context and Project Description -- a one- to three-paragraph description, including a brief history of the community's development and a description of current conditions, the size and character of the study area, primary redevelopment objectives and specific issues being addressed in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resources protection or enhancement;

Accomplishments – a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments;

Next Steps: a list of activities to advance the development and/or implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, public amenities.

**Product: Completed project summary in a format provided by the DOS.**

### Task 9.2 Semi-annual Reports

The contractor shall submit to the DOS semi-annual reports on the form provided and will include the extent of work accomplished, any problems encountered, and any assistance needed. If a payment request is submitted, the semi-annual report may be submitted as part of the payment request.

**Product: Semi-annual reports during the life of the contract.**

### Task 9.3: Progress Report on Actions Taken to Advance Redevelopment and Revitalization

In order to gauge the impact of the BOA project on revitalization efforts, grantee shall complete a progress report (Attachment 5) at or near the completion of the Nomination. This report will describe significant projects undertaken to advance the implementation of the BOA Plan, and document the associated public and private investments to advance or achieve BOA Plan goals,

objectives and recommendations.

Projects and associated investments may consist of a range of site specific redevelopment activities, infrastructure improvements, new/enhanced public amenities or natural resource restoration or enhancements. All public and private funds used for such activities should be identified and described as outlined in the report form instructions.

**Product:            Progress Report**

## Project Management and Responsibilities

### The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan referenced in the executed contract with the DOS.
- Will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the DOS that the procurement for project consultants and subcontractors was achieved through a competitive process.
- will receive approval from the DOS for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DOS and DEC informed of all important meetings for the duration of this contract.
- will ensure that all products prepared as a part of this work plan shall include the NYS Comptroller's Contract #.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DOS, other agencies, and the project steering committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DOS and will not be reimbursed unless and until the DOS finds the work or products to be acceptable.
- will participate, if requested by DOS, in a training session or sessions focused on developing and implementing revitalization strategies.

### The Department of State:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet project objectives.

4. Schedule

Task Description													Expected Products
	Mo 1-2	Mo 3-4	Mo 5-6	Mo 7-8	Mo 9-10	Mo 11-12	Mo 13-14	Mo 15-16	Mo 17-18	Mo 19-20	Mo 21-22	Mo 23-24	
<b>Component 1: Project Start-up</b>													
Task 1.1: Initial Organizational Meeting													Meeting summary prepared and distributed.
Task 1.2: Establishment of Steering Committee													List of steering committee members prepared.
Task 1.3: Solicitation of Consultant Services													
A. Request for Qualifications													Approved RFQ released and issued appropriately.
B. Review Subcontractor Responses													List of qualified subcontractors prepared.
C. Request for Proposals													Approved RFP sent to qualified subcontractors.
Task 1.4: Subcontractor Selection													Selected subcontractor and certification.
Task 1.5: Subcontract Preparation and Execution													Executed subcontract.
Task 1.6: Project Scoping with Consultant													Meeting summary prepared.
Task 1.7: Project Outline													Approved project outline completed.
<b>Component 2: Capacity Building and Training</b>													
Task 2.1: Training													Attendance in, and completion of, training, as available.
Task 2.2: Interagency Workshops													Workshop participation and preparation.
<b>Component 3: Community Participation</b>													
Task 3.1: Community Participation Summary													Approved outline and summary description of the community participation and visioning plan.
Task 3.2: Techniques to Enlist Partners													Approved techniques to enlist partners.
<b>Component 4: Draft Nomination</b>													
Task 4.1: Description of Project and Boundary													Complete description of project and boundary

Task 4.2: Community Participation and Partners					Community Participation and Partners
Task 4.3: Analysis of Proposed BOA					Complete Analysis of the BOA and maps.
Task 4.4: Review of Strategic Brownfield Sites					List of candidate sites for Site Assessments.
<b>Component 5: Completion and Distribution</b>					
Task 5.1: Initial Draft Nomination					Initial Draft Nomination and Executive Summary
Task 5.2: Draft Nomination and Exec. Summary					Draft Nomination and Executive Summary
Task 5.3: Interagency Briefing Package					Briefing Package distributed for review.
Task 5.4: Interagency Roundtable					Letter summarizing agreement on necessary actions.
<b>Component 6: Final Nomination</b>					
Task 6.1: Preparation of Final Nomination					Final Nomination.
Task 6.2: Advancement and Interim Designation					Completed application for project advancement.
Task 6.3: Site Assessment Information Forms					Site Information Form for each strategic site.
<b>Component 7: SEQR</b>					
Task 7.1: Environmental Assessment Form					Completed Part 1 of the Full EAF
Task 7.2: Lead Agency					Full EAF, letter requesting Lead Agency status.
Task 7.3: Determination of Significance					SEQR documents, Determination of Significance.
Task 7.4: Scoping Session					Written scope of issues to be addressed.
<b>Component 8: Project Reporting</b>					
<b>Semi-annual Reports</b>					Completed semi-annual reports.

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ADOPTED

TOWN OF RIVERHEAD

Resolution # 397

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #12-17 May 3, 2012 (TBM 5/15/12)				
FUND NAME			5/3/2012	GRAND TOTALS
GENERAL FUND	1		927,094.87	927,094.87
POLICE ATHLETIC LEAGUE	4		911.50	911.50
RECREATION PROGRAM FUND	6		15,600.99	15,600.99
MULTI YEAR OPERATING GRANT FUN	99		125.00	125.00
HIGHWAY FUND	111		110,957.63	110,957.63
WATER DISTRICT	112		147,940.71	147,940.71
REPAIRS & MAINTENANCE	113		306,700.00	306,700.00
RIVERHEAD SEWER DISTRICT	114		28,388.26	28,388.26
REFUSE & GARBAGE COLLECTION DI	115		9,517.49	9,517.49
STREET LIGHTING DISTRICT	116		12,924.74	12,924.74
PUBLIC PARKING	117		421.28	421.28
AMBULANCE	120		2,755.21	2,755.21
EAST CREEK DOCKING	122		862.10	862.10
CALVERTON SEWER DISTRICT	124		872.05	872.05
RIVERHEAD SCAVANGER WASTE DIST	128		16,718.27	16,718.27
WORKERS' COMPENSATION	173		76,057.92	76,057.92
CDBG CONSORTIUM ACCOUNT	181		786.82	786.82
TOWN HALL CAPITAL	406		11,345.68	11,345.68
TRUST & AGENCY	735		1,652,578.68	1,652,578.68
EXP. SPECIAL TRUST	736		500,000.00	500,000.00
COMMUNITY PRESERVATION FUND	737		75,000.00	75,000.00
TOTAL ALL FUNDS			3,897,559.20	3,897,559.20

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 # 397

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #12-18 May 11, 2012 (TBM 5/15/12)				
FUND NAME			5/11/2012	GRAND TOTALS
GENERAL FUND	1		512,882.32	512,882.32
POLICE ATHLETIC LEAGUE	4		654.63	654.63
RECREATION PROGRAM FUND	6		130.00	130.00
CHILD CARE CENTER BUILDING FUN	9		51.18	51.18
ECONOMIC DEVELOPMENT ZONE FUND	30		51.94	51.94
HIGHWAY FUND	111		235,381.57	235,381.57
WATER DISTRICT	112		373,195.62	373,195.62
RIVERHEAD SEWER DISTRICT	114		25,381.12	25,381.12
REFUSE & GARBAGE COLLECTION DI	115		32.44	32.44
STREET LIGHTING DISTRICT	116		207,162.95	207,162.95
PUBLIC PARKING DISTRICT	117		10,464.44	10,464.44
AMBULANCE DISTRICT	120		3,484.63	3,484.63
EAST CREEK DOCKING FACILITY FU	122		30,036.04	30,036.04
CALVERTON SEWER DISTRICT	124		5,835.74	5,835.74
RIVERHEAD SCAVANGER WASTE DIST	128		12,607.07	12,607.07
RISK RETENTION FUND	175		34,319.61	34,319.61
CDBG CONSORTIUM ACOUNT	181		90.18	90.18
GENERAL FUND DEBT SERVICE	384		762,506.76	762,506.76
TOWN HALL CAPITAL PROJECTS	406		46,548.39	46,548.39
RIVERHEAD SEWER CAPITAL PROJEC	414		68,380.24	68,380.24
CALVERTON SEWER CAPITAL PROJEC	424		1,322.58	1,322.58
TRUST & AGENCY	735		2,102,976.89	2,102,976.89
COMMUNITY PRESERVATION FUND	737		155,889.10	155,889.10
CALVERTON PARK - C.D.A.	914		107.26	107.26
TOTAL ALL FUNDS			4,589,492.70	4,589,492.70

THE VOTE

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

The Resolution Was  Thereupon Duly Declared Adopted

03.20.12 Tabled  
05.16.12 UNTABLED  
05.16.12 WITHDRAWN

03.20.12  
120224

TOWN OF RIVERHEAD

Resolution # 224

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
EATON CORPORATION FOR EMERGENCY BATTERY SYSTEM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Police Department/Justice Court Building requires continuous operation due to the nature of the building's activities;

**WHEREAS**, the Town of Riverhead Police Department/Justice Court Building requires an uninterrupted power source to facilitate continuous operation; and

**WHEREAS**, the Proactive Battery System protects the subject building in the event of a power failure and allows the building to continue operation until the emergency generator is activated; and

**WHEREAS**, the Eaton Corporation is ready, willing and able to continue to provide maintenance of the Proactive Battery System.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached renewal agreement with Eaton Corporation regarding emergency battery system service for one year in the amount of \$5,075.00; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Garry Luerssen, 407 East Main Street, Ste 2, PO Box 255, Port Jefferson, New York 11777; the Town Engineering Department; and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared **TABLED**

05.16.12

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #224 was **UNTABLED**

THE VOTE:

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

Immediately thereafter on a motion by Councilman Gabrielsen, seconded by Councilwoman Giglio, resolution #224 was **WITHDRAWN**

THE VOTE:

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