

NOVEMBER 4, 2015

CDA RESOLUTION LIST:

CDA

Res. #14 A Resolution Designating Luminati Aerospace LLC and 400 David Court LLC as a Qualified and Eligible Sponsor to Enter into a Runway Use Agreement for the Easterly Runway and Associated Taxiway and Tie-Down Area, Consistent with the Goals and Objectives of the Calverton Enterprise Park Renewal Plan

TOWN BOARD RESOLUTION LIST:

Res. #753 Riverhead Water District Insurance Recovery Budget Adjustment

Res. #754 Riverhead Sewer District Budget Adjustment

Res. #755 Riverhead Highway District Budget Adjustment

Res. #756 2014 Warner Drive Road Repair and Improvement Capital Project Closure

Res. #757 Riverhead Dodge Water Capital Project Budget Adoption

Res. #758 Adopts a Local Law to Amend Chapter 62 Entitled "Excavations" of the Riverhead Town Code

Res. #759 Approves Agricultural Worker Housing for Harbes Farm Jamesport East LLC Pursuant to §108-64.4

Res. #760 Adopts a Local Law to Amend Chapter 96 Entitled "Rubbish, Refuse, Weeds, and Other Rank Vegetation" of the Riverhead Town Code

Res. #761 Authorizes Town Clerk to Reject Bids and Re-Post and Re-Publish the Attached Notice to Bidders for Highway Department Exterior Office Improvements

Res. #762 Appoints a Part-Time Police Officer (Robert J. Stevens)

Res. #763 Ratifies the Appointment of Part-Time Police Officers and Places Them on a Leave of Absence

Res. #764 Appoints a Recreation Aide to the Recreation Department (David Troiano)

- Res. #765** Appoints a Recreation Aide to the Recreation Department (Kaitlyn Brown)
- Res. #766** Appoints a Recreation Aide to the Recreation Department (Jordan Harden)
- Res. #767** Authorization to Publish Advertisement for a Request for Proposals for Medical Transportation Billing and Reimbursement Services on Behalf of the Town of Riverhead Ambulance District
- Res. #768** Authorizes the Supervisor to Execute Stipulation of Agreement with Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852
- Res. #769** Ratifies Authorization for Co-Sponsorship of Weekly Saturday Farmer's Market from November 14, 2015 to April 30, 2016, with the Riverhead Business Improvement District Management Association, Inc. (BIDMA) at 117 East Main Street, Riverhead; Authorizes BIDMA to Execute a Lease Agreement with Riverhead Enterprises, LP
- Res. #770** Ratifies Rescission of Award for Collection and Recycling of Electronic Waste and Re-Awarding Bid to Second Lowest Bidder
- Res. #771** Authorizes Shot Gun Hunting for Deer on Town Property at Enterprise Park at Calverton (SCTM No. 600-135-1-7.33, et al.) and 1751 Sound Avenue, Calverton (SCTM No. 600-60-1-2) from January 4, 2016 to January 29, 2016, Excluding Weekend Days, Sunrise to Sunset
- Res. #772** Approves the Application for Fireworks Permit of Riverhead Business Improvement District Management Association (Riverhead BID Bonfire – Saturday, December 12, 2015)
- Res. #773** Appoints Interpreter for Police Department and Justice Court (David Burton Olson)
- Res. #774** Approves Chapter 90 Application of Lions Club of Riverhead, Inc. (Annual Santa Parade and Assembly – Sunday, December 6, 2015)
- Res. #775** Authorizes the Supervisor to Execute an Agreement between Mailfinance Inc. and the Town of Riverhead (Mail System Machine)
- Res. #776** Authorizes Supervisor to Execute Agreement with Riverhead Soccer Club for Training and Referee Services for Town of Riverhead Police Athletic League Girls and Boys Soccer Program for 2015 Calendar Year

- Res. #777** Ratifies Authorization of Parking Lot Lease Among Riverhead Business Improvement District, The Riverhead Business Improvement District Management Association Inc. (BIDMA), and Riverhead Enterprises, LP Regarding Parking Lots Contiguous with 127 East Main Street; 203-207 East Main Street; 209 East Main Street; 211 East Main Street, 213 East Main Street
- Res. #778** Authorizes Application to New York State Department of Environmental Conservation for Additional Improvements to the Non-Motorized Recreation Trail at EPCAL
- Res. #779** Authorizes Execution of a Construction Staging Agreement with Verizon New York, Inc.
- Res. #780** Authorizes the Supervisor to Execute a Retainer Agreement with Mary C. Hartill, Esq. for Legal Services for the Year 2015/2016 (Riverhead Youth Court)
- Res. #781** Awards Bid – Installation of Water Mains & Appurtenances – Stoneleigh Woods, Phase 4 Riverhead Water District
- Res. #782** Pays Bills

COMMUNITY DEVELOPMENT AGENCY
TOWN OF RIVERHEAD

Resolution # 14

A RESOLUTION DESIGNATING LUMINATI AEROSPACE LLC AND 400 DAVID COURT LLC AS QUALIFIED AND ELIGIBLE SPONSORS TO ENTER INTO A RUNWAY USE AGREEMENT FOR THE EASTERLY RUNWAY AND ASSOCIATED TAXIWAY AND TIE-DOWN AREA, CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") is the owner of the parcel of land, together with the buildings located thereon formerly known as the Naval Weapons Industrial Reserve Plant and commonly known as the EPCAL Property located on the south side of Middle Country Road (NYS Route 25), north of Grumman Boulevard, east of Wading River Manor Road, and approximately 5,900 feet west of Edwards Avenue, Hamlet of Calverton, Town of Riverhead, New York; and

WHEREAS, LUMINATI AEROSPACE LLC and its affiliate, 400 DAVID COURT LLC, both limited liability companies formed under the laws of the State of Delaware and registered to conduct business in the State of New York, have submitted to the Agency a proposal for entering into a runway use agreement with the Agency for the use of the eastern runway and associated taxiway and tie-down area located at EPCAL property and the Agency is considering designating LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC, as the "Qualified and Eligible Sponsor", pursuant to Section 507 (2) (c) and (d) of the General Municipal Law and in accordance with the established rules and procedures of the Agency, consistent with the uses permitted at EPCAL; and

WHEREAS, by resolution of the Town Board, the Riverhead Development Corporation no longer has an initial review function with respect to proposals affecting the EPCAL property; and

WHEREAS, pursuant to Sections 507(2)(d) and 556(2) of the General Municipal Law, a public hearing was held on October 20, 2015 at 7:00 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, upon which time the public was entitled to comment upon the proposal, which hearing has been duly closed; and

WHEREAS, the designation of the LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC as the Qualified and Eligible Sponsor for the purpose of entering into the proposed runway use agreement is in conformance with the conditions and thresholds established in the Final Generic Environmental Impact Statement (FGEIS) of 1998, as supplemented by the Final Supplemental Environmental Impact Statement

(FSEIS) of September of 2005 and therefore pursuant to SEQRA regulations [6N.Y.C.R.R. 617.10(d)(1)] no further SEQRA review is required for this action.

NOW, THEREFORE BE IT RESOLVED, that based upon the public hearing on October 20, 2015, held by the Agency at 200 Howell Avenue, Riverhead, New York, at 7:00 p.m. prevailing time, and upon all the documentation and information received by the Agency, the Town Board, as the governing body of the Agency, hereby designates LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC as the Qualified and Eligible Sponsor pursuant to the rules and procedures of the Agency and Section 507(2)(d) of the General Municipal Law for the purpose of entering into the proposed runway use agreement; and be it further

RESOLVED that the Chairman is hereby authorized to execute the runway use agreement in a form substantially consistent with the draft runway use agreement on file with the Town Clerk; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, Attn: Frank A. Isler, Esq., 456 Griffing Avenue, Riverhead, NY; Robert J. Hasday, Esq. by email: RJHasday@duanemorris.com; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 753

RIVERHEAD WATER DISTRICT
Insurance Recovery

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Insurance Recovery Funds were received to cover costs for hydrant repair; and

WHEREAS, the Superintendent of Water is requesting a budget adjustment to help offset the unexpected expense.

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>
112.092680.466000 Water Insurance Recovery	4,726.98	
112.083200.541100 Repair & Maintenance		4,726.98

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 754

RIVERHEAD SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment for the purchase of a new van in the Riverhead Sewer District.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Riverhead Sewer District Fund Balance:

		<u>FROM</u>	<u>TO</u>
114.000000.499999	Riverhead Sewer Fund Balance	23,000	
114.081300.524175	Trucks		23,000

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

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

THE VOTE

Giglio <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 Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 755

RIVERHEAD HIGHWAY DISTRICT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Superintendent of Highway is requesting a budget adjustment to cover costs associated with the maintenance of various sidewalks.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Highway District Fund Balance:

	<u>FROM</u>	<u>TO</u>
111.051100.541301 Asphalt	5,000	
111.051400.523001 Curbs, Gutters & Sidewalks		5,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Highway 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 Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 756

**2014 WARNER DRIVE ROAD REPAIR AND IMPROVEMENT
CAPITAL PROJECT CLOSURE**

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

WHEREAS, the 2014 Warner Drive Road Repair and Improvement Project – CP #45123 is considered complete; and

WHEREAS, Resolution #547 adopted 7.21.2015 approved the refund of unspent funds back to its originating source.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Accounting Department to modify the budget and close project #45123.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 757

**RIVERHEAD DODGE
WATER CAPITAL PROJECT**

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, \$52,433.24 has been received from Mary Ellen Real Estate Company LLC for construction fees representing the installation of a water service located at 1716 Old Country Road (Riverhead Dodge) in Riverhead.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30129	Developer Fees	52,433.24	
412.083200.523002.30129	Water Mains/Service Installation		52,433.24

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 758

ADOPTS A LOCAL LAW TO AMEND CHAPTER 62 ENTITLED "EXCAVATIONS" OF THE RIVERHEAD TOWN CODE

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

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 62, entitled "Excavations," of the Riverhead Town Code; and

WHEREAS, the Planning Department has reviewed the proposed amendment and recommended that the adoption be considered a Type II action; and

WHEREAS, a public hearing was held before the Town Board at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 16th day of September, 2015 at 7:00 o'clock p.m. to amend Chapter 62, entitled "Excavations" of the Riverhead Town Code.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby declares the amendment of Chapter 62 to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED, that the local law amending Chapter 62, entitled "Excavations," is hereby adopted as specified in the attached notice of adoption; and be it further

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

PLEASE TAKE NOTICE that the Town Board of the Town at Riverhead adopted a local law amending Chapter 62, entitled "Excavations" of the Riverhead Town Code at its meeting held on November 4, 2015. **Be it enacted** by the Town Board of Riverhead as follows:

CHAPTER 62
Excavations

§62-7.1. Open excavations and piles of material.

It shall be unlawful for any person or business entity to leave, cause, permit and/or maintain an open excavation or pile of fill or other material, in connection with the removal of trees or other vegetation, or the installation, repair or maintenance of drainage structures, sewage systems, utility work, foundation or other below-grade construction, in an unsecured, or dangerous, or hazardous condition or place. Such excavation or pile shall be effectively and properly fenced, shored or barricaded to prevent the creation and/or maintenance of an unsafe or hazardous condition while work is being performed and such conditions shall be remedied as soon as practicable as the work is completed.

- Underscore represents addition(s)

Dated: Riverhead, New York
November 4, 2015

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 759

**APPROVES AGRICULTURAL WORKER HOUSING FOR HARBES FARM
JAMESPORT EAST LLC PURSUANT TO §108-64.4**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Harbes Farm Jamesport East LLC is the applicant and owner of the subject property located at 1245 Main Rd, Jamesport, New York, further described as Suffolk County Tax Map Number 600-068-03-007.16; and

WHEREAS, the applicant has petitioned for an agricultural worker housing permit pursuant to §108-64.4 of the Code of the Town of Riverhead as depicted on the Site Plan, dated June 10, 2015, prepared by Thomas Wolpert, PE of Young & Young; and

WHEREAS, the applicant is actively engaged in agriculture at this and several adjacent parcels; and

WHEREAS, the Building Department has reviewed the site, survey, and building plans and has recommended approval to the Town Board.

NOW THEREFORE BE IT RESOLVED, the Town Board be and hereby declares the approval of agricultural worker housing to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED, that the Building Department is hereby authorized to accept applicable fees and issue a permit upon receipt of approval from the Suffolk County Department of Health Services; and be it further

RESOLVED, that the subject agricultural worker housing permit is required to be renewed annually with the Building Department; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Harbes Farm Jamesport East LLC, P.O. Box 1524, Mattituck, New York, 11952; 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 be obtained for 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 # 760

ADOPTS A LOCAL LAW TO AMEND CHAPTER 96 ENTITLED "RUBBISH, REFUSE, WEEDS, AND OTHER RANK VEGETATION" OF THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 96, entitled "Rubbish, Refuse, Weeds, and Other Rank Vegetation," of the Riverhead Town Code; and

WHEREAS, the Planning Department has reviewed the proposed amendment and recommended that the adoption be considered a Type II action; and

WHEREAS, a public hearing was held before the Town Board at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 16th day of September, 2015 at 7:05 o'clock p.m. to amend Chapter 96, entitled "Rubbish, Refuse, Weeds, and Other Rank Vegetation" of the Riverhead Town Code.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby declares the amendment of Chapter 96 to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED, that the local law amending Chapter 96, entitled "Rubbish, Refuse, Weeds, and Other Rank Vegetation," is hereby adopted as specified in the attached notice of adoption; and be it further

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

PLEASE TAKE NOTICE that the Town Board of the Town at Riverhead adopted a local law amending Chapter 96, entitled "Rubbish, Refuse, Weeds, and Other Rank Vegetation" of the Riverhead Town Code at its meeting held on November 4, 2015. **Be it enacted** by the Town Board of Riverhead as follows:

CHAPTER 96
Rubbish, Refuse, Weeds and Other Rank Vegetation

§ 96-4. Definitions.

EXCAVATION

The extraction, removal or stripping of material from the ground or the breaking of the surface soil in order to facilitate or accomplish the removal, extraction or stripping of material.

§ 96-5. Unlawful acts.

A. Weeds, grass, rank vegetation. It shall be unlawful for any owner or occupant of a premises within the Town of Riverhead, County of Suffolk, State of New York, to cause or allow weeds, grass or other rank vegetation as defined in this chapter to exceed a height of 10 inches measured above ground level on any premises or public way.

B. Yard waste, rubbish, litter, garbage/refuse. It shall be unlawful for any owner or occupant of a premises within the Town of Riverhead, County of Suffolk, State of New York, to cause or allow any accumulation of yard waste, rubbish, litter, garbage or refuse as defined in this chapter on any premises or public way.

C. Open excavations and piles of material. It shall be unlawful for any person or business entity to leave, cause, permit and/or maintain an open excavation or pile of fill or other material, in connection with the removal of trees or other vegetation, or the installation, repair or maintenance of drainage structures, sewage systems, utility work, foundation or other below-grade construction, in an unsecured, or dangerous, or hazardous condition or place. Such excavation or pile shall be effectively and properly fenced, shored or barricaded to prevent the creation and/or maintenance of an unsafe or hazardous condition while work is being performed and such conditions shall be remedied as soon as practicable as the work is completed.

- Underscore represents addition(s)

Dated: Riverhead, New York
November 4, 2015

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 761

AUTHORIZES TOWN CLERK TO REJECT BIDS AND RE-POST AND RE-PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR HIGHWAY DEPARTMENT EXTERIOR OFFICE IMPROVEMENTS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk did publish and post a Notice to Bidders for the Highway Department Exterior Office Improvements in the September 24, 2015 issue of the official Town newspaper; and

WHEREAS, two bids were received, opened and read aloud in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 1190; and

WHEREAS, the Engineering Department is recommending that the bids received be rejected and the project rebid.

NOW, THEREFORE BE IT RESOLVED, that the Town Board be and does hereby reject any and all bids received in connection with the aforementioned bid; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the November 12, 2015 issue of the official Town newspaper; and

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD NOTICE TO BIDDERS

Sealed proposals for the Highway Department Exterior Office Improvements must be submitted to the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York no later than 4:00 pm on November 30, 2015 and will be publicly opened and read aloud on December 1, 2015 at 11:00 am in the Office of the Town Clerk.

Specifications may be examined and/or obtained on or about November 12, 2015 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the Bid Form provided and in a sealed envelope clearly marked, "Highway Department Exterior Office Improvements". Prices for four items only must be provided on the form with a total cost as well.

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

Comments and/or questions from prospective bidders must be submitted in writing to dillingham@townofriverheadny.gov no later than 4:00 pm est, November 23, 2015.

"Exterior Office" as used throughout these contract documents shall mean the entire outside of the Highway Department Building including the office, shop and garage.

The Town of Riverhead will remove and replace all electronic equipment and wiring which is located on the exterior of the office and within the work limits.

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

Dated: November 4, 2015

TOWN OF RIVERHEAD

Resolution # 762

APPOINTS A PART-TIME POLICE OFFICER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the need exists for Part-time Police Officers in the Riverhead Police Department; and

WHEREAS, Chief David Hegermiller has received an application from Robert J. Stevens for said position; and

WHEREAS, Mr. Stevens did successfully complete his required training at the Suffolk County Police Academy in June, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby appoints Robert J. Stevens to the position of Part-time Police Officer, effective November 5, 2015, at an hourly rate of pay of \$21.00; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidate successfully passing required pre-employment drug and alcohol testing administered by the Town of Riverhead; 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 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 # 763

RATIFIES THE APPOINTMENT OF PART-TIME POLICE OFFICERS AND PLACES THEM ON A LEAVE OF ABSENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on February 12, 2015, the Town of Riverhead posted an advertisement seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as part-time police officers with the Riverhead Police Department; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish 2 (two) individuals eligible to attend the Police Academy; and

WHEREAS, the Town of Riverhead agrees to sponsor their attendance at the Police Academy and provide them with the proper uniforms and equipment as required by the Suffolk County Police Academy staff.

NOW, THEREFORE, BE IT RESOLVED, effective November 2, 2015, the Town Board hereby ratifies the appointment of John DeSuno and Maxwell Kutscher to the position of Part-time Police Officer; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidates successfully passing required drug and alcohol testing administered by the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the above-named individuals are hereby placed on a leave of absence; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 764

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Recreation Aide I, Level 1 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective November 7, 2015, this Town Board hereby appoints David Troiano to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.75 per hour to the Recreation Department and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 765

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Call-In Recreation Aide I, Level 1 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective November 7, 2015, this Town Board hereby appoints Kaitlyn Brown to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.75 per hour to the Recreation Department and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 766

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Recreation Aide I, Level 1 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective November 7, 2015, this Town Board hereby appoints Jordan Harden to the position of Call-In Recreation Aide I, Level 2 to be paid the rate of \$9.00 per hour to the Recreation Department and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 767

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR A REQUEST FOR PROPOSALS FOR MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead is seeking proposals from qualified parties for medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance and publication of the attached Request for Proposals for medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the November 12, 2015, issue of the News-Review; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on or before **December 16, 2015, at 11:00 a.m.**, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified parties that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

Specifications and guidelines for submission of proposals will be available beginning on **November 12, 2015** on the Town website at <http://townofriverheadny.gov> click on "Bid Requests

Each proposal must be submitted in a sealed envelope clearly marked "**MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT**" and must be received by the Office of the Town Clerk by no later than **11:00 a.m. on December 16, 2015**.

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

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

TOWN OF RIVERHEAD

Resolution # 768

AUTHORIZES THE SUPERVISOR TO EXECUTE STIPULATION OF AGREEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA), LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK LOCAL, #852

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE BE IT RESOLVED, that the Town Board be and hereby approves the Stipulation of Agreement and authorizes the Supervisor to execute same; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 # 769

RATIFIES AUTHORIZATION FOR CO-SPONSORSHIP OF WEEKLY SATURDAY FARMER'S MARKET FROM NOVEMBER 14, 2015, TO APRIL 30, 2016, WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC. (BIDMA), at 117 EAST MAIN STREET, RIVERHEAD; AUTHORIZES BIDMA TO EXECUTE A LEASE AGREEMENT WITH RIVERHEAD ENTERPRISES, LP,

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

WHEREAS, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to co-sponsor a weekly Saturday Farmer's Market commencing on successive Saturdays from November 14, 2015, and ending on Saturday, April 30, 2016, from 9:00 a.m. to 3:00 p.m., at 117 East Main Street, Riverhead; and

WHEREAS, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events.

WHEREAS, BIDMA wishes to execute a lease agreement with Riverhead Enterprises, LP, to rent the premises at 117 East Main Street, Riverhead, for a one year term, from November 1, 2015, to October 31, 2016, in the annual amount of \$15,000.00, for the purpose of conducting the aforesaid weekly Saturday Farmer's Market, as well as other business improvement district-related activities and events.

WHEREAS, the BIDMA is requesting approval to expend up to \$3,000.00 regarding site improvements and/or advertising or promotion.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a weekly Saturday Farmer's Market commencing on successive Saturdays from November 14, 2015, and ending on Saturday, April 30, 2016, from 9 a.m. to 3:00 p.m., at 117 East Main Street, Riverhead, and BIDMA is authorized to enter a lease agreement with Riverhead Enterprises, LP, for a one year term, from November 1, 2015, to October 31, 2016, at an annual rental payment of \$15,000, which shall be a charge to BIDMA, **subject to the following pre-conditions:**

1. **BIDMA shall obtain all applicable municipal approvals and permits regarding site improvements pursuant to state and town building code requirements, including but not limited to fire, electrical, plumbing, and mechanical requirements enunciated by the Riverhead Town Building Department and Fire Marshal.**
2. **Each participating vendor shall execute an indemnification and hold harmless agreement as well as a participating vendor packet in a form to be approved by the Town Attorney's Office.**
3. **Each participating vendor shall procure an insurance policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, Riverhead Business Improvement Management Association, Inc., and Riverhead Enterprises, LP, as "additional insureds" with policy limits and coverage amounts acceptable to the Town Attorney's Office.**
4. **BIDMA shall be authorized to expend up to \$3,000.00 regarding site improvements and/or advertising or promotion related to the subject event subject to production of a BIDMA resolution approving same; and be it further**

RESOLVED, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding valid and proper expenditures for this event, to the Riverhead Town Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901; and be it further

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

This Agreement BETWEEN

Riverhead Enterprises LP, c/o Akshel Realty Corp., 375 Sunrise Highway, Suite 7
Lynbrook, NY 11563

and
Riverhead Business Improvement District Management Association, Inc.
c/o Ray Pickersgill, President

as Landlord

as Tenant

Witnesseth: The Landlord hereby leases to the Tenant the following premises:
117 East Main Street, Riverhead, NY

for the term of 1 year

to commence from the 1st day of November 2015 and to end on the
31st day of October 2016 to be used and occupied for

Indoor Farmers Market, CRAFT FAIR, and any other
business improvement district-related event
or activity. The landlord shall be notified in advance and
the Farmer's Market and a Craft Fair. Landlord's consent shall not
be unreasonably withheld.

That the Tenant shall pay the annual rent of
November 1, 2015 - October 31, 2016

\$15,000-per annum

said rent to be paid in equal monthly payments, in advance on the 1st day of each and every month during the
term aforesaid, as follows:

November 1, 2015 - October 31, 2016

\$1,250 per month = (Twelve hundred fifty)



and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by
the elements excepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and require-
ments of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said
premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said
premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New
York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or sublet or under-
lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or
occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on
account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall im-
mediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises
can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If
part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which
part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not
required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Land-
lord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other
cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of
the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant
must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty.
Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's
intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must
deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or
casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not
release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York
Real Property Law Section 217.

- 6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.
- 7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.
- 8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of re-entring or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.
- 9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.
- 10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.
- 11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. ~~And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.~~ (DPM)
- 12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.
- 13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.
- 14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lieu of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.
- 15th. The Tenant has this day deposited with the Landlord the sum of \$2,500.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.
- 16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.
- 17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.
- 18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.
- 19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.
- 20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.
- 21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental expropriation in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this

Signed, sealed and delivered
in the presence of

L. S.
Riverhead Enterprises LP, by Ashel Realty Corp.
Sheldon Gordon, President

L. S.
Riverhead Business Improvement District
Management Association Inc.
Ray Pickersgill, President

RIDER TO LEASE

BETWEEN

RIVERHEAD ENTERPRISES LP
As Landlord

and

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT
ASSOCIATION, INC.
As Tenant

1. The Tenant will use the premises for the purpose of hosting an indoor Farmers Market, *craft fair or any other business improvement district-related event or activity.* ** See bottom of page
2. The Landlord will provide the premises to the Tenant in "as-is" condition. Tenant has agreed to clean up the premises at no cost to the Landlord.
3. Tenant shall be required to undertake at its own cost to make any required site improvements needed to meet any New York State, Suffolk County or Town of Riverhead building or fire code requirements.
4. The Tenant will put the electric and water meter in the premises in the name of the Riverhead Business Improvement District. *Management Association, Inc.*
5. If heat is restored to the premises by the Tenant, the Tenant will also restore the water service to the premises. At the end of lease period the Tenant will shut the water service off.
6. The Landlord will be named as co-insured on the policies of the Town of Riverhead, the Tenant, and all vendors. The Landlord will be provided with proof of insurance to show that the Landlord has been named as co-insured on each policy.
7. Any vendor who wants to sell alcoholic beverages on the premises will name the Landlord as a co-insured on the vendor's Liquor Liability Insurance Policy or any other insurance policy that the Town of Riverhead requires to sell alcoholic beverages on the premises. The Landlord will be named as a co-insured on the vendor's Liquor Liability

** The landlord shall be notified in advance and provide its consent to any use other than the Farmer's Market and a Craft Fair. Landlord's consent shall not be unreasonably withheld.

TOWN OF RIVERHEAD

Resolution # 770

RATIFIES RESCISSION OF AWARD FOR COLLECTION AND RECYCLING OF ELECTRONIC WASTE AND RE-AWARDING BID TO SECOND LOWEST BIDDER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board, by Resolution #740 adopted on October 20, 2015, awarded the bid for Collection and Recycling of Electronic Waste to the lowest bidder, Samr Inc.; and

WHEREAS, the Town received communication from Samr Inc. that it seeks to withdraw its bid; and

WHEREAS, the Town Engineering Department recommends that the Town immediately rescind the contract to Samr Inc. and re-award the contract for Collection and Recycling of Electronic Waste to the second lowest responsible bidder, E-Green Recycling Management, LLC, subject to filing the requisite proof of insurance as set forth in the bid specifications.

NOW, THEREFORE, BE IT RESOLVED that the Town Board rescinds the award for Collection and Recycling of Electronic Waste to Samr Inc. and awards the contract to E-Green Recycling Management, LLC, including providing containers and services related to the Town's S.T.O.P. program, in the amount of \$800.00 per ton for CRTs, CRT TVs, LCDs, Flat panel TVs, DLPs & Rear Projection and \$300.00 per ton for all other electronic waste with quarterly reporting requirements and reimbursement to the Town in the amount of \$.02 per lb. for monies realized from recycled commodity; and be it further

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with E-Green Recycling Management, LLC to effectuate the award of contract for services described above; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to E-Green Recycling Management, LLC, 3542 Route 112, Coram, NY 11727, Town Engineering Department and Purchasing Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 771

AUTHORIZES SHOT GUN HUNTING FOR DEER ON TOWN PROPERTY AT ENTERPRISE PARK AT CALVERTON (SCTM No. 600-135-1-7.33, et al.) and 1751 SOUND AVENUE, CALVERTON (SCTM No. 600-60-1-2) FROM JANUARY 4, 2016, to JANUARY 29, 2016, excluding weekend days, sunrise to sunset

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Town of Riverhead residents and Town of Riverhead real property owners have requested permission to engage in shot gun hunting for deer only on Town property at Enterprise Park at Calverton, SCTM No. District 600, Section 135, Block 1, Lot 7.33, et al., (hereinafter referred to as "EPCAL") and 1751 Sound Avenue, Calverton, District 600, Section 60, Block 1, Lot 2, (hereinafter referred to as "SOUND") from January 4, 2016, to January 29, 2016, excluding weekend days, sunrise to sunset; and

WHEREAS, the Town Board of the Town of Riverhead wishes to provide shot gun hunting for deer only to Town of Riverhead residents and Town of Riverhead real property owners on Town property at EPCAL and SOUND, from January 4, 2016, to January 29, 2016, excluding weekend days, sunrise to sunset; and

WHEREAS, deer hunting by shot gun in New York State is a regulated activity by New York State and is subject to the laws, rules and regulations of New York State as enforced in whole or in part by the New York State Department of Environmental Conservation; and

WHEREAS, Town of Riverhead residents and Town of Riverhead real property owners who wish to engage in hunting activity in New York State are bound by applicable laws, rules and regulations of New York State.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Wildlife Management Advisory Committee (WMAC) to conduct a lottery on **Tuesday, December 8, 2015, at 6:00 p.m.**, in the town hall board meeting room, to establish a list of those qualified hunters who are either residents of the Town of Riverhead or Town of Riverhead real property owners who shall be permitted to hunt for deer only by shot gun in EPCAL and SOUND, in designated sections and at designated time periods as determined by the WMAC, in conformance with applicable New York State law, rules and regulations.

BE IT FURTHER RESOLVED, that all designated and qualified hunters must possess a valid New York State deer hunting license, big game tag, landowner's endorsement as well as all other attendant-required documentation and shall abide by the laws, rules and regulations of New York State regarding deer hunting as well as the

directives of the Wildlife Management Advisory Committee and/or Town officials and employees, failure of which to abide by shall subject the hunter to immediate revocation of the non-transferable hunting privilege.

BE IT FURTHER RESOLVED, that designated and qualified hunters shall only hunt in areas as designated and delineated in the above-referenced tax map numbers, from January 4, 2016, to January 29, 2016, excluding weekend days, sunrise to sunset, in one-week time slots or as amended by and as per the directives of the Wildlife Management Advisory Committee and/or Town officials and employees.

BE IT FURTHER RESOLVED, that designated and qualified hunters shall be required to review and execute a revocable license agreement in a form approved by the Town Attorney at the time they are selected as a designated hunter in the lottery system.

BE IT FURTHER RESOLVED, that from January 4, 2016, to January 29, 2016, inclusive, the above-referenced Town properties, including the recreational path at EPCAL, shall be closed to the public in the interest of safety.

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to sign the respective landowner's endorsement and revocable license agreement on behalf of the Town Board.

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	<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 # 772

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION
(Riverhead BID Bonfire - Saturday, December 12, 2015)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on October 15, 2015, Raymond Pickersgill, on behalf of the Riverhead Business Improvement District Management Association (BIDMA) submitted a Fireworks Permit Application for the purpose of conducting a fireworks display in conjunction with a bonfire celebration, to be held at Grangebel Park, Riverhead, New York on Saturday, December 12, 2015, at approximately 9:00 p.m.; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Pyro Engineering Inc. d/b/a Bay Fireworks), naming BIDMA and the Town of Riverhead as an additional insured and has determined that same is satisfactory as to its form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of BIDMA, for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, New York on Saturday, December 12, 2015, at approximately 9:00 p.m.; is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by BIDMA. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at the fireworks display site no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- Firework shell size shall be limited to the size described on the application.
- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in

connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Business Improvement District Management Association, 49 East Main Street, Riverhead, New York, 11901 and Pyro Engineering, Inc., 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; 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 # 773

APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, David Burton Olson, Contractor, is willing to provide the following services to the Town:

Description of Services: Language Translation – Spanish
Date(s) and Hours of Service: On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to David Burton Olson, P.O. Box 455, East Quogue, New York, 11942; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **DAVID BURTON OLSON**, residing at P.O. Box 455, East Quogue, New York, 11942, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, the contractor is willing to provide the following services to the Town:

Description of Services:	Language Translation – Spanish
Date(s) and Hours of Services:	On-call, Flexible

IT IS HEREBY AGREED, by the Town and Contractor as follows:

1. That Contractor shall provide and fully perform to the Town's satisfaction the aforementioned services to the Town on the date(s) and times(s) stated above.
2. In return for Contractor's services, the Town shall pay Contractor as follows: The sum of Fifty (\$50.00) Dollars for the first (1st) hour of service, or part thereof, and Thirty-Five (\$35.) Dollars for each hour, or part thereof, thereafter. That sum shall be payable after the Contractor performs the services described for the Town and after contractor has filed with the Town of Riverhead, vouchers and any other documents reasonably required for payment; and

WHEREAS, either party may terminate this agreement upon 30 days prior written notice; and

WHEREAS, any previously executed agreements are hereby determined to be null and void; and

WHEREAS, this agreement is effective August 1, 2015.

Dated: Riverhead, New York
November 5 , 2015

TOWN OF RIVERHEAD

By: _____
SEAN M. WALTER
Town Supervisor

DAVID BURTON OLSON

TOWN OF RIVERHEAD

Resolution # 774

**APPROVES CHAPTER 90 APPLICATION OF LIONS CLUB OF RIVERHEAD, INC.
(Annual Santa Parade and Assembly – Sunday, December 6, 2015)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on October 22, 2015, the Lions Club of Riverhead, Inc. submitted a Chapter 90 Application for the purpose of conducting their annual “Santa Parade and Assembly”, said parade to begin on Osborne Avenue continuing onto West Main Street and McDermott Avenue and ending at the Peconic Riverfront parking lot, having the assembly being held in the parking lot located on the south side of the former Swezeys retail store, to be held on Sunday, December 6, 2015 between the hours of 1:00 p.m. and 3:30 p.m., having a rain date of Sunday, December 13, 2015; and

WHEREAS, the Lions Club of Riverhead, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; 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 Lions Club of Riverhead, Inc. has requested the Chapter 90 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 has reviewed all documents regarding said application.

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

RESOLVED, that the Chapter 90 Application of the Lions Club of Riverhead, Inc. for the purpose of conducting their annual “Santa Parade and Assembly”, said parade to begin on Osborne Avenue continuing onto West Main Street and McDermott Avenue and ending at the Peconic Riverfront parking lot, having the assembly being held in the parking lot located on the south side of the former Swezeys retail store, to be held on Sunday, December 6, 2015 between the hours of 1:00 p.m. and 3:30 p.m., having a rain date of Sunday, December 13, 2015, is hereby approved; and be it further

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

RESOLVED, that any necessary tent permit(s) 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 due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 775

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN
MAILFINANCE INC. AND THE TOWN OF RIVERHEAD
(Mail System Machine)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board wishes to enter into a lease agreement with MailFinance Inc., for the utilization of a new mail system machine, for a thirty-six month term, at a cost of \$350.05 per month, which will include the removal of the existing mail system machine, installation of the replacement mail system machine, training and maintenance/service thereafter.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a MailFinance Inc. Government Product Lease Agreement with Meter Rental Agreement between the Town of Riverhead and MailFinance Inc. (copy attached herewith) for the lease of a new mail system machine; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to MailFinance Inc., 800 Veterans Memorial Highway, Suite 150, Hauppauge, New York, 11788; 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

Section (A) Dealer Information

Dealer Office Number: 6420	Dealer Office Name: Neopost NY NJ Metro	Phone #: 631 435 9100	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): Town of Riverhead		
DBA:		
Billing Address: 200 Howell Ave		
Billing City: Riverhead	State: NY	Zip Code + 4: 11901
Billing Contact Name:	Contact Phone Number:	
Billing Contact Title:	Contact Fax Number:	
Billing Contact email Address:	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	<input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IM480RM	Mail System	
2	IMV30	S code	
3	IMDS4RM	Dynamic Weighing Platform	
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	36	\$350.05
	Next		
	Next		
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Billing Method: <input type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears		
Current Lease Number: New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: Riverhead	Post Office 5-Digit Zip Code: 11901
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit <small>Attach ACH Authorization Form</small>	<input type="checkbox"/> OMAS / CPU <input type="checkbox"/> OMAS Agency Code <small>Attach USPS CPU Authorization Letter</small>
Postage Funding Account: <input type="checkbox"/> POC <input checked="" type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number:	

Section (H) Services

Rate Protection: <input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	Covered Product: TM480
iMeter Apps: <input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	Software: <input type="checkbox"/> Software Advantage
Dealer Services: <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

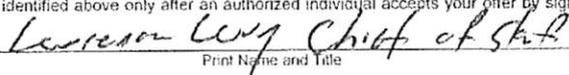
Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initiated here _____

This document consists of a Government Product Lease ("Lease") with MailFinance Inc., and a Postage Meter Rental Agreement ("Rental Agreement"), Maintenance Agreement, and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DirectGovLease-06-13), which are also available at <http://www.neopostusa.com/terms/DirectGovLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature:  **Lawrence Long, Chief of Staff**
 Print Name and Title: _____
 Date Accepted: **10/23/15**
 Date Accepted: _____

Accepted by Neopost USA and its Affiliates _____ Date Accepted _____



NEOPOST LOCAL AREA NETWORK SECURITY OVERVIEW

Server Communication Principle:

When the mailing machine needs to connect to the Neopost USA servers, it opens a secure communication, based on the SSL protocol over the Internet, between the mailing machine and the Neopost USA servers at "na-meterservices.neopost.com". By default the mailing machine uses the same port used for HTTPS (hypertext Transfer Protocol Secured), which is port.

The mail machine will connect to the following website:

na-meterservices.neopost.com at IP address 12.196.11.132

The mailing system doesn't integrate, or embed, an email client/server.

Mail spamming is not possible from the mailing system because the mailing machine doesn't integrate an email client or server.

No remote access from the LAN on the mailing system is possible.

Outgoing internet connections are always initiated by the mailing system. Communication from the Network toward the mailing system is not possible.

Communication ports are used only during communication with the Neopost Servers.

The ports used to communicate with the Neopost Servers are only opened during the communication. When the communication is finished, the port on the mailing system is closed.

No integrated Web server.

The mailing system does not include a Web server. Thus, a connection with a Web browser on the mailing system is not possible.

The mailing system will not allow third-party applications to be loaded.

The IS/MI machines use a proprietary version of the Windows Mobile platform and therefore will not allow any programs, applications or drivers to be downloaded.

COMMUNICATION PORT USED ON THE MAILING MACHINE-(LAN) Check off

IT Contact: Bill Rothaar Phone# 727-3200 Ext. 270

Email Address: Rothaar@TownofRiverhead, Gov

Protocol	Port Number
SSL	443
MAS/Postal Accountant Connection	7000
Default Proxy Connection	8080

We have read the above information regarding the LAN connection necessary for our mail system and will have an available CONSTANT connection at the mail system ready and active for installation.

Larry Levy Town of Riverhead _____
 Name and Title Company Date

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TOWN OF RIVERHEAD

Resolution # 776

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH RIVERHEAD SOCCER CLUB FOR TRAINING AND REFEREE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS SOCCER PROGRAM FOR 2015 CALENDAR YEAR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Soccer Club provides professional officials and trainers to provide instruction and to referee games; and

WHEREAS, the Riverhead Soccer Club has offered to provide trainers to provide instruction/training to participants in the PAL Soccer Program and provide professional officials to referee games for the 2015 Girls and Boys Soccer Programs offered to girls and boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Riverhead Soccer Club, in substantially the same form as annexed hereto, for training and referee services for the 2015 Girls and Boys Soccer Programs as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$10,000.00; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
RIVERHEAD SOCCER CLUB**

THIS AGREEMENT made and entered into this ____day of _____, 2015, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and the Riverhead Soccer Club, having an address at P.O. Box 2018, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Soccer Club provides professional officials and trainers to provide instruction and to referee games; and,

WHEREAS, the Riverhead Soccer Club has offered to provide professional trainers for instruction/training to participants in the PAL Soccer Program and provide professional officials to referee games for the 2015 Girls and Boys Soccer Programs offered to girls and boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution #_____ adopted on November 4, 2015, the Town Board authorized the Supervisor to enter into an agreement with Riverhead Soccer Club for training and referee services for 2015 Girls and Boys Soccer programs as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$10,000.00.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Soccer Club to provide and arrange for officiating services for the girls and boys soccer programs offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Soccer Club is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Soccer Club shall provide and arrange for officiating services for the 2015 Girls and Boys Soccer Programs offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on September 15, 2015 and expire at the end of the 2015 Town of Riverhead Police Athletic League Girls and Boys Soccer season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Soccer Club for a sum of money not to exceed \$10,000.00 for 2015 Girls and Boys Soccer Programs to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Soccer Club may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Soccer Club seeks payment prior to completion of officiating services, Riverhead Soccer Club shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Soccer Club intend that an independent contractual relationship be created by this contract. The Riverhead Soccer Club is not considered to be an employee of the Town for any purpose and neither the Riverhead Soccer Club nor any employee of the Riverhead Soccer Club shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Soccer Club specifically represents and stipulates that the Riverhead Soccer Club is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Soccer Club is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Soccer Club fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Soccer Club may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Soccer Club shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Soccer Club, at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Soccer Club agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Soccer Club or the Riverhead Soccer Club officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Soccer Club have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

Sean M. Walter, Supervisor

Date

Attest:

Town Clerk

Town Attorney

RIVERHEAD SOCCER CLUB

Riverhead Soccer Club President

Date

TOWN OF RIVERHEAD

Resolution # 777

RATIFIES AUTHORIZATION OF PARKING LOT LEASE AMONG RIVERHEAD BUSINESS IMPROVEMENT DISTRICT, THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC. (BIDMA), AND RIVERHEAD ENTERPRISES, LP, REGARDING PARKING LOTS CONTIGUOUS WITH 127 EAST MAIN STREET; 203-207 EAST MAIN STREET; 209 EAST MAIN STREET; 211 EAST MAIN STREET, 213 EAST MAIN STREET

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

WHEREAS, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to authorize and enter a lease agreement with BIDMA and Riverhead Enterprises, LP, regarding the exclusive use and lease of approximately 88 motor vehicle parking slots owned by Riverhead Enterprises, LP, regarding lots contiguous with 127 East Main Street; 203-207 East Main Street; 209 East Main Street; 211 East Main Street and 213 East Main Street for a one-year term from November 1, 2015, to October 31, 2016, in the annual amount of \$5,000, inclusive of Town maintenance and snow removal, for use regarding business improvement district activities and events, including the farmer's market; and

WHEREAS, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District approves and ratifies authorization for the Town Supervisor to enter a parking lot lease agreement with BIDMA and Riverhead Enterprises, LP, commencing November 1, 2015, to October 31, 2016, subject to review and approval of the lease agreement by the Town Attorney's Office, inclusive of Town maintenance and snow removal, in an annual rental payment of \$5,000, which shall be a charge to BIDMA; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901; and be it further

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

PARKING LOT LEASE

THIS INDENTURE, made the 1st day November, 2015, among, Riverhead Enterprises, LP, with offices at 375 Sunrise Highway, Suite 7, Lynbrook, New York, 11563 (hereinafter “Landlord”); the Riverhead Business Improvement District Management Association, Inc., (BIDMA) with offices at 49 East Main Street, Riverhead, New York, 11901; and the Town of Riverhead, a municipal corporation with offices at 200 Howell Avenue Riverhead, New York 11901, (hereinafter collectively referred to as "Co-Tenants")

WITNESSETH:

WHEREAS, Landlord owns, maintains and controls approximately 88 motor vehicle parking slots collectively contiguous to Landlord’s commonly-owned buildings at 127 East Main Street, 600-129-1-14; 203-207 East Main Street, 600-129-1-17; 209 East Main Street, 600-129-1-18; 211 East Main Street, 600-129-1-19; and 213 East Main Street, 600-129-1-20, all in the Town of Riverhead (hereinafter collectively referred to as the "premises"), and illustrated in the attached Schedule “A”.

WHEREAS, the Co-Tenants desire to increase parking capacity and area space availability in the riverfront area in the interest of economic stimulation as it relates to Riverhead Town business-improvement district-related activities including but not limited to the indoor-outdoor farmer’s market and craft fair.

WHEREAS, the Landlord is desirous of renting said “premises” to Co-Tenants upon mutually-agreed terms and conditions.

THEREFORE, in mutual consideration, the parties hereby agree as follows:

1. Term: Landlord agrees to exclusively rent the “premises” to Co-Tenants for a term from November 1, 2015, to October 31, 2016, 24 hours per day, seven days per week, regarding Town of Riverhead business improvement district-related activities. However, Landlord reserves the unilateral right to terminate this lease in the event Landlord either rents the “premises” to another tenant for a longer term than contained herein or the Landlord sells the “premises”. However, Landlord’s right to terminate the subject lease upon the two conditions stated above may only occur upon Landlord’s conveyance of 60 (sixty) days written notice to Co-Tenants to vacate the “premises”. In the event of Landlord’s early termination of the lease, Co-Tenants shall be entitled to a pro-rated refund of rental payments paid and/or adjusted rental fee apportionment in the event less than the entire “premises” are rented and/or sold to a third party, as calculated on the date Co-Tenants vacate the premises.

2. **Lease Payments:** Co-Tenant, BIDMA, shall pay quarterly rent to the Landlord in the amount of \$1,250.00 (one-thousand, two hundred fifty dollars) due on or before the first day of the first month of each quarter for an annual amount of \$5,000.00 (five thousand dollars) during the one-year term, subject to a pro-rated refund of rental fees and/or adjusted rental fee apportionment more fully described in paragraph 1, above.

3. **Maintenance, Repair and Snow Removal:** Co-Tenant, Town of Riverhead, shall be responsible for routine maintenance and routine repair, excluding surface re-paving, and snow removal above a depth of two inches of snow, within a reasonable amount of time, regarding the “premises”.

4. Co-Tenant, Town of Riverhead, shall be permitted to: (a) designate the use of the parking lot (s), as public parking; (b) establish hours of parking; (c) place restrictions upon overnight or long term parking (d) establish handicapped parking stalls (e) enact any other reasonable parking regulations and (f) erect such signs as may be necessary to effectuate same.

5. Any signs installed on the “premises” shall be maintained by the Co-Tenant, Town of Riverhead.

6. The Co-Tenant, Town of Riverhead, shall maintain during the Lease term general liability insurance policies insuring Landlord and naming Landlord as additional insured. The liability policy shall be one which shall afford bodily injury coverage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for more than one person involved in any one accident and not less than \$500,000.00 for damage to property.

7. Landlord will be held harmless by Co-Tenant, Town of Riverhead, and

Co-Tenant, Town of Riverhead, shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitations, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Co-Tenants, its agents, servants or employees use of the “premises” unless damages and/or injuries are caused by, or are the result of the misconduct or negligence of Landlord, its agents, servants, representatives, or employees or Landlord’s building tenant’s other than tenant's occupying 117 East Main Street regarding the farmer’s market.

8. The Landlord hereby agrees that the Co-Tenants upon paying said rent and performing the aforesated covenants, shall and may peacefully and quietly have, hold and enjoy the “premises” for the term aforesaid.

9. Landlord shall have the right upon 90 days written notice to terminate this lease if Co-Tenants has not met all of their obligations under the terms and conditions of this lease agreement.

10. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Riverhead Enterprises, LP

By: **Sheldon Gordon**, Landlord
President of Alshel Realty Corp.,
General Partner and Managing Agent

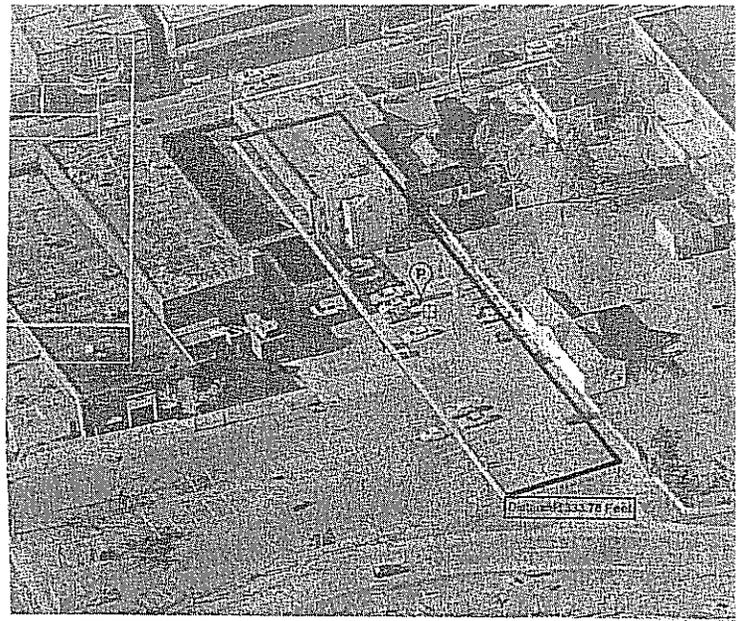
**Riverhead Business Improvement District
Management Association, Inc.,**

By: **Raymond Pickersgill**, President,
Co-Tenant

TOWN OF RIVERHEAD

By: **Sean M. Walter**, Town Supervisor,
On behalf of Riverhead Business
Improvement District, Co-Tenant

Schedule "A"



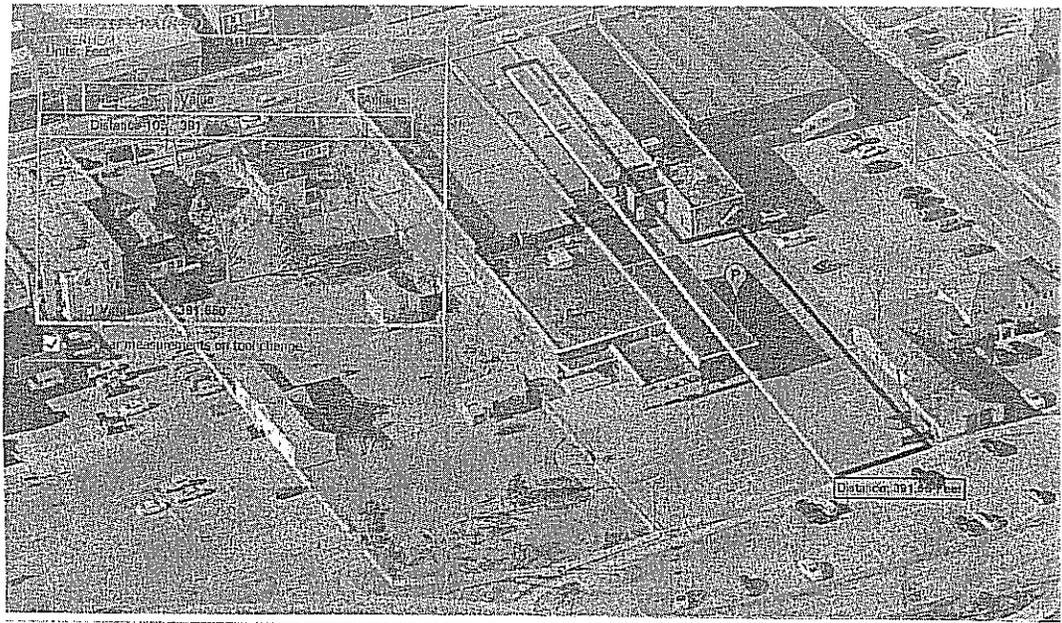
127 East Main Street



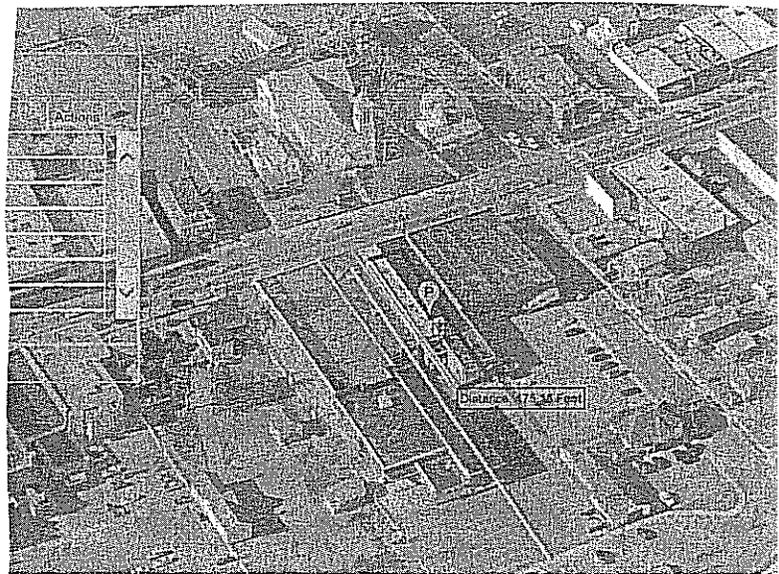
203-207 East Main Street



209 East Main Street



211 East Main Street



213 East Main Street

TOWN OF RIVERHEAD

Resolution # 778

AUTHORIZES APPLICATION TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR ADDITIONAL IMPROVEMENTS TO THE NON-MOTORIZED RECREATION TRAIL AT EPCAL

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead has proposed a passive recreation path around the perimeter of the former Grumman Navy property at Calverton, now known as the Enterprise Park at Calverton (EPCAL); and

WHEREAS, with assistance of various grants three and two-tenths (3.2) acres of the passive recreation path have been completed by the Town of Riverhead; and

WHEREAS, it is proposed that an additional four and one-half (4.5) acres of the former perimeter security road be improved to enhance the walking, jogging, biking and skating capabilities at EPCAL for Riverhead residents; and

WHEREAS, the Town of Riverhead has secured an additional \$200,000 from the County of Suffolk and has authorized application for a matching sum from the New York State Office of Parks, Recreation and Historic Preservation for purposes of completing that additional work to the non-motorized recreation trail; and

WHEREAS, the proposed improvements will require approval from the New York State Department of Environmental Conservation (DEC).

NOW THEREFORE BE IT RESOLVED that the Town Board hereby authorizes and directs the Office of the Town Attorney to make application to DEC for additional four and one-half (4.5) acres of the such permits, licenses and approvals required to complete the proposed work for the non-motorized recreation trail; 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 by 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 # 779

AUTHORIZES EXECUTION OF A CONSTRUCTION STAGING AGREEMENT WITH VERIZON NEW YORK, INC.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Verizon New York, Inc., wishes to use five (5) parking stalls in the public parking lot owned by the Riverhead Public Parking District # 1 located between Roanoke Avenue and Griffing Avenue, Riverhead as a construction staging area in connection with relocation of existing telephone ducts ("Verizon work") being done due to the Suffolk County project to reconstruct and pave Roanoke Avenue, (CR 73)..

NOW THEREFORE IT IS HEREBY RESOLVED, that the Town Board be and hereby, authorizes the use of five (5) parking stalls in the public parking lot located between Roanoke Avenue and Griffing Avenue, Riverhead and owned by the Riverhead Public Parking District # 1 as construction staging area by Verizon New York, Inc.; and be it further

RESOLVED, that the Town Board authorizes the execution of the attached Construction Staging Area License Agreement by the Supervisor in substantially the same form attached; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Verizon New York, Inc., the Town Engineer; 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 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

CONSTRUCTION STAGING AREA LICENSE AGREEMENT

THIS CONSTRUCTION STAGING AREA LICENSE AGREEMENT [“License”] is entered into by and between the TOWN OF RIVERHEAD, as governing body of Riverhead Public Parking District No. 1, 200 Howell Avenue, Riverhead, NY [“Licensor”] and Verizon New York, Inc., having an address of 501 North Ocean Avenue, Patchogue, New York 11772 [“Licensee”]

RECITALS

WHEREAS, Licensor is the owner of property currently used for a public parking lot and known as Public Parking Lot No.1 located between Roanoke Avenue and Griffing Avenue, Riverhead, NY 11901; and

WHEREAS, the aforementioned property is in immediate proximity to Roanoke Avenue (CR 73); and

WHEREAS, Licensee intends to relocate existing telephone ducts (hereinafter sometimes “Verizon work”) located on the westerly side of Roanoke Avenue and which work is being undertaken due the County of Suffolk reconstruction, drainage and paving of Roanoke Avenue, Riverhead (CR 73); and

WHEREAS, Licensee is desirous of using five (5) parking stalls (the “licensed premises” or “staging area”) for a period of not more than seven (7) days to stage equipment, supplies and materials necessary to complete the relocation of the existing telephone ducts currently under and adjacent to Roanoke Avenue, Riverhead (CR 73) as depicted on Exhibit A attached and made part hereof; and

WHEREAS, as consideration for use of the staging area, Licensee agrees that it will undertake the following: (a) temporarily relocate two (2) of the handicapped parking signs and restripe those two (2) handicapped stalls; (b) upon completion of the Verizon work but not more than ten days thereafter restore the entire staging area to the condition prior to its use; (3) upon completion of the Verizon work but not more than ten days thereafter restripe all parking stalls within the redlined delineated area depicted on Exhibit B attached hereto; and

WHEREAS, the Licensor has agreed to allow Licensee temporary use of a portion of said public property for a construction staging area pursuant to the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a temporary and exclusive license to use the licensed premises as depicted on plan attached hereto as Exhibit “A”, which is

attached to and made a part of this Agreement, for the purpose of a construction staging area to allow for the Verizon work on under and adjacent to Roanoke Avenue (CR 73). The rights of the Licensee under this License shall include an exclusive right of Licensee over and across the staging area for storage and operation of construction equipment, supplies, sand and materials.

2. **TERM.** The term of this License shall begin on November 9, 2015 (the “commencement date”) and shall continue to November 20, 2015 unless terminated sooner as provided hereunder.

3. **FEE.** No payment of a monetary fee shall be required for this License. As consideration, the Licensee agrees that it will undertake the following work to the parking area: (a) temporarily relocate two (2) of the handicapped parking signs and restripe those two (2) handicapped stalls; (b) upon completion of the Verizon work but not more than ten days thereafter restore the staging area to the condition prior to its use; (3) upon completion of the Verizon work but not more than ten days thereafter restripe all parking stall within the area delineated on Exhibit “B” attached hereto.

4. **USE.** The rights of the Licensee hereunder shall be to temporarily use the licensed premises as a staging area for necessary construction related purposes, such as a construction trailer, construction equipment, a materials trailer, building materials and other related uses, including fencing and access, as approved by the Licensor. Licensee shall not permit any waste or damage to be done to the staging area and shall maintain the staging area and keep the said area in good condition and repair and free of any litter, construction debris or any other waste and not allow any such litter or debris to blow away from the site.

5. **INDEMNIFICATION.** Licensee shall indemnify, defend protect and hold harmless the Licensor, and its officers, agents, and employees from and against any and all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee’s rights hereunder, and from all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney’s and in-house counsel fees), losses or damages arising from Licensee’s use of the staging area, any breach of this License, or any act or failure to act of Licensee or Licensee’s agents, employees, construction workers, or invitees, except those arising out of the sole negligence or willful misconduct of the Licensor, its officers, agents and employees.

6. **RISK OF DAMAGE OR LOSS.** Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the staging area. Licensee hereby releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to the Licensee’s use of the staging area.

7. **HAZARDOUS MATERIALS.** Licensee shall not use, generate, manufacture, store or transport or dispose of, on or over the staging area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any

other “hazardous materials” as that term may be defined under federal or state laws, except for the hazardous materials which may be in the vehicles that Licensee will park or store on the staging area. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the staging area as a result of Licensee’s use and occupancy thereof, Licensee shall provide notice as required by law and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by Licensor or any third party, to the satisfaction of the Licensor and any governmental body have jurisdiction thereof. Licensee must also notify Licensor as required by law of any release of hazardous materials that have come or will come to be located on or beneath the staging area.

8. ALTERATIONS. Licensee shall not alter the staging area or any improvements on the staging area except as specifically authorized by this agreement or by the Licensor.

9. RESTORATION. Licensee shall maintain the staging area in its current condition and will restore the staging area to its pre-construction condition to include repair to any damaged pavement, curbs, markings, or other public infrastructure components. All repairs must be completed ten [10] days after completion of the term outlined in paragraph 2 above.

10. LIENS, TAXES AND ASSESSMENTS. Licensee shall keep the staging area free from all liens, taxes and assessments resulting from or caused by the Licensee’s use of the staging area, and shall operate the staging area in full compliance with all federal, state and municipal laws, ordinances and regulations governing the use and occupancy of the staging area.

11. FENCING AND SIGNAGE. Licensee may, with the advance approval of the Licensor, erect fencing and post signage at the entry to the staging area indicating that the use of the staging area is restricted to the Licensee during the term of this Agreement.

12. SURRENDER. Upon the termination of this license, all rights, title, use and interest of the Licensee in and to this License shall be surrendered peaceably to the Licensor and the Licensee shall remove all fencing and signage, all property from the staging area and restore the staging area and, if needed, any adjoining property, to its former condition or better.

13. INSURANCE. Licensee shall maintain in full force and effect during the term of this License, at Licensee’s sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to the Licensor and approved in writing by the Licensor’s Risk Manager and naming the Licensor as an additional insured.

14. DEFAULT. In the event of a breach by Licensee of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity, Licensor may re-enter the staging area and take possession thereof without notice and may remove any and all persons and property

therefrom, and may also cancel and terminate this License; upon any such cancellation, all rights of Licensee in and to the staging area shall cease and terminate.

15. RULES AND REGULATIONS. The Licensor shall have the right to establish and enforce reasonable rules and regulations concerning the management, use and operation of the staging area, and compliance with said rules and regulations by the Licensee and his officers, agents and employees is expressly made a term of this License Agreement.

16. ASSIGNMENT AND SUBLETTING. This License is personal to the Licensee and Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Licensee's interest in the staging area to any other person or entity without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this License. In the event that the Licensor shall provide such prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.

17. ATTORNEY'S FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees, including those of in-house counsel.

18. NOTICES. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder shall be in writing and signed by the party so giving notice, and shall, with respect to the Licensor, be delivered, received and time stamped in the office of the Town Supervisor, 200 Howell Avenue, Riverhead, New York 11901 with a copy to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901 and with respect to the Licensee, the notices shall be given to: Verizon New York, Inc., Attn: Karl R. Wolf, 501 North Ocean Avenue, Patchogue, New York 11772 with a copy to: Bancker Construction, Attn: Michael Beyer, 501 North Ocean Avenue, Patchogue, New York 11749. Either party may, from time to time, change the designated party and address for its notices in the manner outlined above.

19. GOVERNING LAW. This License Agreement shall be interpreted, enforced and governed by the laws of the State of New York.

20. AMENDMENTS. No provision of this License Agreement may be amended or modified except by an agreement in writing executed by both parties hereto.

21. SEVERABILITY. In the event that one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

22. SOLE AGREEMENT. This License constitutes the sole agreement between the Licensors and the Licensee with respect to the staging area.

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute triplicate original counterparts of this License this ____ day of _____, 2015.

Licensors: _____
Riverhead Public Parking District No. 1
By: Sean M. Walter, Supervisor

Licensee: _____
Verizon New York, Inc.
By: Karl R. Wolf

NORTH



1ST STREET

CR73

APPROX. TRENCH AREA

73

CR73

Blue Door Gallery

3 PARKING STALLS
& 2 HANDICAP PARKING
STALLS
TO BE USED FOR
STAGING MATERIAL
DURING EXCAVATION
ON ROANOKE AVE

TEMPORARY
RELOCATION OF 2
HANDICAP PARKING SIGNS

East End Driving School

Google

Needlecraft



TOWN OF RIVERHEAD

Resolution # 780

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT WITH
MARY C. HARTILL, ESQ. FOR LEGAL SERVICES FOR THE YEAR 2015/2016
(RIVERHEAD YOUTH COURT)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Mary C, Hartill, Esq. had submitted a proposal to the Town Board to enter into a one (1) year agreement with the Town of Riverhead in connection with her services as Legal Consultant for the Riverhead Youth Court Program.

NOW THEREFORE BE IT HEREBY RESOLVED, that Mary C, Hartill, Esq. is hereby appointed to act as Legal Consultant for the Riverhead Youth Court Program; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from the Mary C. Hartill, Esq.; and be it further

RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Mary C. Hartill, Esq., 431 Griffing Avenue, Riverhead, New York, 11901, the Police Chief David Hegermiller and the Office of the Town Attorney.

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

RETAINER AGREEMENT

This writing will memorialize the understanding between the Town of Riverhead and Mary C. Hartill, PLLC, Attorney at Law, hereinafter referred to as "the law firm," confirming that you have retained this firm to represent you in the matter of Legal Consultant for Youth Court Training.

It is agreed that the Town of Riverhead will pay the firm a fee of \$160.00, per hour for training and lectures for the Riverhead Youth Court Program not to exceed 15 hours.

You acknowledge that the hourly rates apply to all time expended on your matter, including, but not limited to, training sessions, trials, critique of members, office meetings and conferences, telephone calls and conferences, either placed by or to you, or otherwise made or had on your behalf or related to your matter, preparation, review and revision of correspondence, attendance at ceremonies, preparing letters of reference or any other documents, memoranda, or papers relative to your matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on your behalf.

The term of this retainer shall be for one year, commencing on October 1, 2015 and continuing through and including September 30, 2016.

Kindly indicate your understanding and acceptance of the above by signing this document below where indicated.

You acknowledge receiving a duly executed duplicate original of this agreement. I look forward to being of service to you in connection with this matter.

DATE: _____

Mary C. Hartill
Mary C. Hartill, PLLC, Attorney at Law

Sean Walter, Supervisor
Town of Riverhead

TOWN OF RIVERHEAD

Resolution # 781

**AWARDS BID – INSTALLATION OF WATER MAINS & APPURTENANCES –
STONELEIGH WOODS, PHASE 4 RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, this Town Board did authorize the advertisement for bids for project known as installation of water mains and appurtenances for Stoneleigh Woods, Phase 4 of the Riverhead Water District, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated October 19, 2015 did recommend that the bid for project known as installation of water mains and appurtenances for Stoneleigh Woods, Phase 4, of the Riverhead Water District be awarded to G & M Earth Moving, Inc. at the total bid price of \$165,440.00, and

WHEREAS, the developer of project known as Stoneleigh Woods, Phase 4 is required to pay required key moneys and sufficient funds to cause the construction of the water main contemplated by this resolution and such construction shall be at no cost to the District.

NOW, THEREFORE, BE IT RESOLVED, that the bid for project known as installation of water mains and appurtenances for Stoneleigh Woods, Phase 4 of the Riverhead Water District, be and is hereby awarded to:

G & M Earth Moving, Inc.
Holbrook, New York
In the bid amount of \$165,440.00

and be it further

RESOLVED, the layout and design of the bid water main includes and requires the installation of a connection to the adjacent water main facilities in the Sunken Pond Estates development. This bid award is contingent upon the delivery of an easement through Sunken Pond Estates suitable for the installation of the water main at no cost to the District and the recording of same with the Clerk of Suffolk County, and be it further

RESOLVED, this resolution is contingent upon all requirements set forth in the attached bid award letter from H2M consulting engineers dated October 19, 2015.

RESOLVED, that the Town Clerk forward certified copy of this resolution to the above named contractor, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with G & M Earth Moving, Inc., and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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



water

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

October 19, 2015

Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Riverhead Water District
Installation of Water Mains & Appurtenances
Stoneleigh Woods - Phase 4
H2M Project No.: RDWD 15-51**

Dear Ladies and Gentlemen:

On Thursday October 8, 2015 bids were received by the Town of Riverhead for the above referenced project. A total of six bids were submitted with the low bid being submitted by G & M Earth Moving, Inc. of Holbrook, New York with a total bid amount of \$165,440.00. A copy of the bid tabulation sheet is enclosed for your records.

G & M Earth Moving, Inc. has successfully completed similar projects for other entities on Long Island. Additionally, the bid prices submitted by same, compare to projects similar in size and nature. It is our opinion that G & M Earth Moving, Inc. is qualified and his bid prices are fair and reasonable. Based on the above information, we recommend that the Town Board award the water main installation project to G & M Earth Moving, Inc. at a total bid price of \$165,440.00, contingent that all funds have been deposited by the developer with the Town.

In November of 2014 our office had provided the Town a construction cost estimate and recommended budget for the work associated with Phase 4 of the Stoneleigh Woods Development. Our original figures and the revised figures based upon the actual low bid are presented below:

	2014 Estimate	2015
A. Construction Cost	\$139,250.00	\$165,440.00
B. Engineering	\$ 17,200.00	\$ 20,400.00*
C. Town/District Admin Fees (7% construction)	\$ 9,747.50	\$ 11,580.80
D. Water Meter/AMR Fees (\$400/per unit)	\$ 16,000.00	\$ 16,000.00
E. Contingencies (5% construction)	<u>\$ 6,962.50</u>	<u>\$ 8,270.00</u>
Total	\$189,160.00	\$221,690.80

**Engineering fee increase due to additional effort expended in coordinating the receipt of the easement with the Sunken Pond Community.*

The developer is responsible for all expenses associated with the water main installation. At the time of our 2014 estimate we recommended that the developer deposit \$189,160.00 with the Town so that the design and public bidding of Phase 4 of the water main project could proceed. By copy of this letter, we



recommend that the balance of the funds required based upon our revised figures be deposited by the developer.

Should you have any questions or comments regarding this recommendation, please contact this office.

Very truly yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'John R. Collins', with a long, sweeping horizontal stroke extending to the right.

John R. Collins, P.E.
Senior Project Engineer

Enc.

cc: Supervisor Sean Walter
Supt. Mark Conklin
William J. Rothaar, Financial Admin
Richard Ehlers, Esq.
Brad Halinar, Project Manager Stoneleigh Woods, PO Box 1442, Riverhead, NY 11901

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TOWN OF RIVERHEAD

Resolution # 782

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

<u>ABSTRACT #15-24 October 28, 2015</u> <u>(TBM 11/04/15)</u>			
Fund Name	Fund #	Ckrun	Grand Totals
GENERAL FUND	1	921,808.43	921,808.43
RECREATION PROGRAM FUND	6	12,328.26	12,328.26
HIGHWAY FUND	111	229,255.60	229,255.60
WATER DISTRICT	112	480,337.89	480,337.89
RIVERHEAD SEWER DISTRICT	114	75,385.79	75,385.79
REFUSE & GARBAGE COLLECTION DI	115	210,878.72	210,878.72
STREET LIGHTING DISTRICT	116	9,097.34	9,097.34
PUBLIC PARKING DISTRICT	117	2,309.40	2,309.40
AMBULANCE DISTRICT	120	351.65	351.65
EAST CREEK DOCKING FACILITY FUND	122	2,132.83	2,132.83
CALVERTON SEWER DISTRICT	124	3,935.73	3,935.73
RIVERHEAD SCAVENGER WASTE DIST	128	19,790.46	19,790.46
WORKERS' COMPENSATION FUND	173	5,657.98	5,657.98
RISK RETENTION FUND	175	1,270.00	1,270.00
GENERAL FUND DEBT SERVICE	384	1,263,572.68	1,263,572.68
TOWN HALL CAPITAL PROJECTS	406	9,888.00	9,888.00
TRUST & AGENCY	735	549,606.29	549,606.29
		3,797,607.05	3,797,607.05

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted