

April 21, 2009

PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION

- Res. #354 Ratifies the Appointment of a Call-In Recreation Specialist (Arts & Crafts) (Lisa Lindsay)**
- Res. #355 Appoints a Call-In Recreation Aide/Youth Sports to the Riverhead Recreation Department (Michele Magliulo)**
- Res. #356 Re-Appoints Member to the Accessory Apartment Review Board (Linda Hulse)**
- Res. #357 Re-Appoints Member to the Accessory Apartment Review Board (John Hubbard)**
- Res. #358 Accepts Resignation of Secretary to the Board of Assessment Review (Maribeth Vail)**
- Res. #359 Accepts the Retirement of a Police Officer (Colleen A. Murphy)**
- Res. #360 Appoints a Call-In Recreation Aide/Youth Sports to the Riverhead Recreation Department (Ellie Markewitz)**
- Res. #361 Appoints a Call-In Recreation Specialist (Photography) to the Riverhead Recreation Department (Anita Lewin)**
- Res. #362 Ratifies the Appointment of a Park Attendant III, Level I to the Riverhead Recreation Department (Amy Bullock)**
- Res. #363 Authorizes the Supervisor to Execute a Collective Bargaining Agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852**
- Res. #364 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 46 of the Code of the Town of Riverhead Entitled “Architectural Review”**
- Res. #365 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 101 of the Code of the Town of Riverhead Entitled “Vehicles and Traffic”**

- Res. #366** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 18 Entitled “Code of Ethics”
- Res. #367** Adopts a Local Law to Amend the Zoning Use District Map of the Town of Riverhead
- Res. #368** Approves Extension of Security Posted by Wading River Woods LLC in Connection with the Subdivision Entitled “Wading River Woods A/K/A Hounds Gate” (Road and Drainage Improvements)
- Res. #369** Approves Extension of Security Posted by Birchwood at Wading River LLC in Connection with the Subdivision Entitled “Birchwood at Wading River – Section 3” (Road and Drainage Improvements)
- Res. #370** Approves Extension of Security Posted by Birchwood at Wading River LLC in Connection with the Subdivision Entitled “Birchwood at Wading River – Section 4” (Road and Drainage Improvements)
- Res. #371** Authorizes the Termination of the Agreement Between Jungle Lasers, LLC and Town of Riverhead (National Geomatica System)
- Res. #372** Authorizes Town Supervisor to Execute Change Order No. 2 for East Creek Marina Phase 1 Infrastructure Improvement Project
- Res. #373** Authorization to Publish Advertisement for Snack Vendor Services for the Town of Riverhead
- Res. #374** Authorization to Publish Advertisement for Oil, Lubricants and Fluids
- Res. #375** Authorization to Publish Advertisement for Janitorial Supplies for the Town of Riverhead
- Res. #376** Authorization to Publish Advertisement for Paint for the Town of Riverhead
- Res. #377** Rejects Bid and Authorizes Town Clerk to Re-Publish and Re-Post a Notice to Bidders for the Annual Materials and Asphalt Procurement Contract

- Res. #378 Awards Bid for Dry Hydrated Lime (Calcium Hydroxide)**
- Res. #379 Awards Bid for Food & Meat**
- Res. #380 Supports Main Street Grant Program Application**
- Res. #381 Authorizing and Ratifying the Commencement of a Proceeding Pursuant to CPLR Article 75 to Stay Mediation Requested by Terry Contracting & Materials Inc.**
- Res. #382 Authorizes Selling of the 2009 Beach Permits by Warren's Tackle Center, Fisherman's Deli and Angelo's Bakery Pizza**
- Res. #383 Approves Chapter 90 Application of Cooley's Anemia Foundation, Inc.**
- Res. #384 Approves Chapter 90 Application of Wading River Shoreham Chamber of Commerce, Inc. (Duck Pond Day)**
- Res. #385 Authorizes the Town Board to Accept the Resignation of a Maintenance Mechanic II (William Nungesser)**
- Res. #386 Authorizes the Supervisor to Execute an Agreement to Dispose of Disciplinary Charges Regarding a Certain Town Employee in the Sewer Department**
- Res. #387 Authorizes the Supervisor to Execute a Grant Agreement with NYS DOT for Funds to Support Renovation of Grangebél Park**
- Res. #388 Pays Bills**

4/21/09

TOWN OF RIVERHEAD

Adopted

Resolution # 354

**RATIFIES THE APPOINTMENT OF A CALL-IN
RECREATION SPECIALIST (ARTS & CRAFTS)
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

RESOLVED, that Lisa Lindsay is hereby appointed to serve as a Call-In Recreation Specialist effective April 18, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Lisa Lindsay, the Recreation Department, the Personnel Officer and the Office of Accounting.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec.Kelly/ Res Lisa Lindsay C/I Rec Spec.

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 355

**APPOINTS A CALL-IN RECREATION AIDE / YOUTH SPORTS
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by **COUNCILMAN WOOTEN**

RESOLVED, that Michele Magliulo is hereby appointed as a Call-In Recreation Aide/ Youth Sports Level 1 effective May 1st, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$7.50 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Michele Magliulo, the Recreation Department, the Personnel Officer and the Office of Accounting.

1

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec.Jim/ Res Michele Magliulo Rec Aide/ Youth Sports

April 21, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 356

RE-APPOINTS MEMBER TO THE ACCESSORY APARTMENT REVIEW BOARD

by ~~COUNCILMAN WOOTEN~~ offered the following resolution, was seconded
~~COUNCILWOMAN BLASS~~ :

WHEREAS, the Accessory Apartment Review Board was established by the Town of Riverhead via Resolution No. 312 adopted on April 15, 2008; and

WHEREAS, Linda Hulse was appointed to serve on the Accessory Apartment Review Board for term of one year; and

WHEREAS, the term for Linda Hulse has expired; and

WHEREAS, Riverhead Town Code Section 108-37(A) directs that successors shall be appointed for a three year term from and after the expiration of the original term of office;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Riverhead that Linda Hulse is hereby re-appointed to serve on the Accessory Apartment Review Board for a term of three years at an annual salary of \$4,000.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Linda Hulse, the Building Department, the Accounting Office and the Office of the Town Attorney.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

April 21, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 357

RE-APPOINTS MEMBER TO THE ACCESSORY APARTMENT REVIEW BOARD

COUNCILWOMAN BLASS

offered the following resolution, was seconded

by

COUNCILMAN DUNLEAVY

WHEREAS, the Accessory Apartment Review Board was established by the Town of Riverhead via Resolution No. 312 adopted on April 15, 2008; and

WHEREAS, John Hubbard was appointed to serve on the Accessory Apartment Review Board for term of one year; and

WHEREAS, the term for John Hubbard has expired; and

WHEREAS, Riverhead Town Code Section 108-37(A) directs that successors shall be appointed for a three year term from and after the expiration of the original term of office;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Riverhead that John Hubbard is hereby re-appointed to serve on the Accessory Apartment Review Board for a term of three years at an annual salary of \$4,000.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Hubbard, the Building Department, the Accounting Office and the Office of the Town Attorney.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

April 21, 2009

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF SECRETARY TO THE BOARD OF ASSESSMENT REVIEW

RESOLUTION # 358

COUNCILMAN DUNLEAVY offered the following resolution, which was seconded by COUNCILMAN WOOTEN.

WHEREAS, Maribeth Vail has tendered her resignation from the position of Secretary to the Board of Assessment Review effective April 18, 2009.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board of the Town of Riverhead hereby accepts the resignation of Maribeth Vail from the position of Secretary to the Board of Assessment Review effective April 18, 2009.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Maribeth Vail, the Assessor's Office, the Personnel Officer, and the Office of Accounting.

The Vote

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

April 21, 2009

Adopted

TOWN OF RIVERHEAD

ACCEPTS THE RETIREMENT OF A POLICE OFFICER

RESOLUTION # 359

COUNCILMAN WOOTEN offered the following resolution,
which was seconded by COUNCILWOMAN BLASS.

WHEREAS, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of Riverhead Town Police Officer Colleen A. Murphy effective April 2, 2009.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Colleen A. Murphy.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Colleen A. Murphy, the Chief of Police, the Accounting Office and the Personnel Officer.

The Vote

Wooten Yes No Dunleavy Yes No
Blass Yes No Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

4/21/09

TOWN OF RIVERHEAD

Adopted

Resolution # 360

**APPOINTS A CALL-IN RECREATION AIDE / YOUTH SPORTS
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

RESOLVED, that Ellie Markewitz is hereby appointed to serve as a Call-In Recreation Aide/ Youth Sports Level 1 effective May 1st, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$7.50 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Ellie Markewitz, the Recreation Department, the Personnel Officer and the Office of Accounting.

1

THE VOTE

Buckley	<input 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	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

¹ Rec.Jim/ Res Ellie Markewitz Rec Aide/ Youth Sports

4/21/09

TOWN OF RIVERHEAD

Adopted

Resolution # 361

**APPOINTS A CALL-IN
RECREATION SPECIALIST (PHOTOGRAPHY)
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

offered the following resolution,

COUNCILMAN WOOTEN

which was seconded by

RESOLVED, that Anita Lewin is hereby appointed to serve as a Call-In Recreation Specialist effective May 1, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Anita Lewin, the Recreation Department, the Personnel Officer and the Office of Accounting.

THE VOTE

~~Buckley~~ yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec.Kelly/ Res Anita Lewin C/I Rec Spec.

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 362

**RATIFIES THE APPOINTMENT OF A PARK ATTENDANT III, LEVEL 1
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN WOOTEN

_____ offered the following resolution,

which was seconded by **COUNCILWOMAN BLASS**

RESOLVED, that Amy Bullock is hereby appointed to serve as a Park Attendant III, Level 1, effective April 17, 2009 to serve as needed on an at-will basis and to be paid at the rate of \$15.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Amy Bullock, the Recreation Department, the Personnel Officer and the Office of Accounting.

1

THE VOTE

Buckley	<input 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	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec.Jim/ Res Amy Bullock Park Attend III

April 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 363

AUTHORIZES THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK LOCAL #852

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to execute a collective bargaining agreement between the Town of Riverhead and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852, for the period commencing January 1, 2008 and ending on December 31, 2010; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Civil Service Employees Association, Inc., Suffolk Local #852, 3 Garet Place, Commack, New York 11725, the Office of the Supervisor, the Accounting Department, the Personnel Officer and the Office of the Town Attorney.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

AGREEMENT made and entered in this 30th day of September 2008 between **THE TOWN OF RIVERHEAD**, County of Suffolk, State of New York, hereinafter referred to as the "Town" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garet Place, Commack, County of Suffolk, State of New York, hereinafter referred to as the "CSEA".

WITNESSETH

WHEREAS, it is the intention and purpose of the parties to this Agreement to promote and continue harmonious relations between the Town and its employees, and to provide a procedure for the prompt, peaceful, and equitable adjustment of differences which may arise from time to time between the Town and its employees to the end that there shall be no interference with the orderly government of the Town during the term of this Agreement, and

WHEREAS, this Agreement succeeds an Agreement between the parties, last dated December 1, 2003, which agreement is hereby superseded to the extent that the terms thereof are not specifically set forth in this Agreement, and

WHEREAS, this Agreement has been negotiated by the parties in conformity with the terms and conditions of the Civil Service Law of the State of New York, and said negotiations and Agreements have been reduced to writing in this Agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2008 and shall continue in full force and effect until and including the 31st^t day of December 2010.
2. In the event that the negotiations for a contract effective January 1, 2011, fail to result in an Agreement before the expiration of this Agreement, this Agreement shall remain in full force and effect until the execution of a new Agreement. All provisions of the Civil Service Law of the State of New York are deemed to be incorporated herein, and in the event any provisions are contrary to the Civil Service Law of the State of New York, then such law shall prevail.
3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
RECOGNITION

1. The Town recognizes the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, Riverhead Unit of Suffolk Local #852, as the sole and exclusive representative for all full-time employees and regular part-time employees of the Town, who, after 12 months' continuous service and both during and after the 12 month period, work a minimum of 10 hours per week, of the Town, except elected and appointed public officers, department heads, confidential employees including Secretary to the Town Supervisor, Assistant to the Town Supervisor, Secretary to the Town Attorney, Secretarial Assistant to the Town Board, and Secretary to the Highway Superintendent, Assistant Water District Superintendent, Deputy Town Engineers, and, effective October 7, 2008, Senior Waste Water Treatment Plant Operator Tim Allen, and employees represented by the Riverhead Policemen's Benevolent Association and the Riverhead Superior Officers Benevolent Association and any title designated managerial and/or confidential by PERB. Such recognition is for the period of this contract or extensions thereof. Such recognition is for the purpose of collective bargaining and employee labor relations as the same are defined in the New York State Civil Service Law.
2. The Suffolk Local CSEA and the Riverhead Unit of said Local affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, picket, job action, or any work slowdown, or to impose an obligation upon its members to conduct or to participate in such strike.
3. The Town recognizes the right of the employees to designate the Unit President or his/her designee and/or Unit Vice President to appear on their behalf to discuss salaries, working conditions, grievances, and disputes relative to the terms and the conditions of this agreement and to visit employees during working hours. The parties mutually agree that the time the Unit President or his/her designee and/or Unit Vice President spends away from his/her job duties shall be devoted to the prompt handling of legitimate grievances and the Unit President or his/her designee and/or Unit Vice President will work at his/her assigned job duties at all times except when necessary to leave his/her work to handle grievances as provided herein. In addition, the Unit President's or his/her designee and/or Unit Vice President's activities shall not disrupt the orderly and smooth operation of Town government.
4. The Town will make available Town facilities for CSEA meetings upon notice and approval of the Town Supervisor and/or his/her designee.
5. The Town will supply to the Unit President a list of all employees in the bargaining unit, showing the employee's full name, job title, department, membership status, insurance deduction and first date of employment. This information will be provided to the President on an annual basis.

6. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for unit members. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll basis. The CSEA shall indemnify and save and hold the Town and any and all of its employees, representatives, officers and/or members of the Town Board (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town or any of its employees for the purpose of complying with the agency fee, dues and premiums deduction provisions of this Agreement and/or State Law. In addition, the CSEA shall reimburse the Town for any and all legal expenses associated with the defense of any such claim, demand or suit.

The Town agrees to deduct from the salaries of its employee's membership dues and/or life, sickness and accident deductions for the CSEA from said employees who voluntarily and individually authorize the Town Board to deduct and to transmit the moneys to the CSEA. Employee authorizations shall be in writing and deductions so made uniformly and consistently in each pay period. Funds thus collected shall be transmitted to the Treasurer of the CSEA, Inc. each month. Deductions authorized by any employee shall continue as so authorized until such employee notifies the Town in writing to discontinue same or to change such authorization. Notification of discontinuance or change in authorization shall be in writing and submitted to the Town in duplicate, one copy of which shall be forwarded to the Unit Treasurer of the CSEA. The CSEA assumes full responsibility for the disposition of the funds so deducted once they are turned over to the CSEA.

ARTICLE III

HOURS OF WORK

1. Basic Work Week
- a. The basic workweek for all "Administrative", "Clerical and Supervisory" employees shall be thirty-five (35) hours.
 - b. The basic workweek for "Operational and Technical" employees shall be forty (40) hours.
 - c. The basic workweek for Sewer and Water personnel may be varied at Town Board discretion but at no time shall the two-week pay period accumulated hours be less than eighty (80) hours.
 - d. The basic workweek for Sanitation personnel may vary at Town Board discretion but at no time shall the two-week pay period accumulated hours be less than seventy three and one half (73.5) hours.

- e. The basic workday for "Public Safety Dispatcher" employees shall be eight (8) hours. The work year shall consist of 255 days.
- f. Lunch period for the above classes of employees is not considered part of the working day.
- g. The workweek for regular, part-time employees shall not exceed twenty (20) hours for noncompetitive positions and seventeen and a half (17.5) hours for competitive positions exclusive of lunch periods. Part-time employees become regular, part-time employees after twelve (12) months continuous service and both during the twelve (12) month period and after must work a minimum of ten (10) hours per week.

2. Overtime

- a. All permanent, full-time employees shall be compensated for hours worked in excess of the workday at time and one-half.
- b. Employees who are called in to work during non-regularly scheduled work hours, on an approved day off (excluding regular days off), shall be compensated at the rate of time and one-half the regular rate of pay for each of those hours actually worked if the employee is charged for the day. Employees who are called in to work during regularly scheduled work hours, on an approved day off (excluding regular days off), shall be compensated at the regular rate of pay for each of those hours actually worked and shall be permitted to reschedule the hours worked on another mutually agreeable day within the employee's pay week, or to reschedule the time on another mutually agreeable day outside of that pay week at the rate of one and one-half times the number of hours worked.

c. Flex Time

A full time employee and his/her Department Head, upon their mutual consent, as well as the approval of the Town Supervisor and CSEA President or their designees, may flex the employee's work hours within the employee's defined workweek, provided that the impact upon the Town is cost-neutral.

3. Holidays. Holidays are to be as follows:

- | | |
|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Election Day |
| Memorial Day | Thanksgiving Day |
| Veteran's Day | Christmas Day |
| Good Friday or Easter Sunday | |

Effective January 1, 2009, Lincoln's Birthday shall no longer be considered to be a holiday, and the Day after Thanksgiving shall be added as a holiday.

If any of these holidays fall on Sunday, except for Easter Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed. Employees who are required to work on these Holidays will receive compensation at the rate of time and one-half for all hours worked, in addition to their regular holiday pay. If a full-time employee in the Water, Waste Water or Police Departments who regularly works a non-traditional work week is on a regular day off on a regularly scheduled holiday, the employee may continue to carry that holiday as a compensatory day, or be paid, at straight time.

4. Personal Leave

- a. Thirty-five (35) hours of personal leave for "Administrative" and "Clerical and Supervisory" employees and forty (40) hours of personal leave for "Operational and Technical" and "Public Safety Dispatchers" shall accrue to each employee during each calendar year (January 1 to December 31) on the basis of his/her employment anniversary as set forth in the following subparagraph.
- b. For the purpose of this paragraph, all employees shall be deemed to have the same employment anniversary date, to wit: January 1st. An employee appointed during the first six (6) months of a year (January 1st to June 30th) shall be deemed to have been hired on January 1st of that year. An employee appointed during the second six (6) months of a year (July 1st to December 31st) shall be deemed to have been hired on January 1st of the year subsequent to his/her appointment. Employees hired in the second six (6) months of a year shall not be entitled to five (5) days for the balance of that subsequent calendar year.
- c. Regular, part-time employees are not entitled to personal leave.
- d. Personal leave may be accumulated with a maximum accumulation of one hundred and five (105) hours for "Administrative" and "Clerical and Supervisory" employees and one hundred and twenty (120) hours for "Operational and Technical" and "Public Safety Dispatchers". At no point in time may an employee's accumulation exceed the maximum accumulation. The Town shall not unreasonably withhold its approval that the cap may be exceeded where the excess is directly attributable to a Town-approved workers' compensation leave of absence. Unused personal leave may not be converted to sick time.
- e. Personal leave shall not be used for the purpose of vacation, holidays, or extensions thereof, or for extension of weekends.
- f. Personal leave must be approved by the Department Head and the employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge. An employee absent due to emergency personal leave must notify his/her supervisor of such absence within the first half-hour of his/her working day or shift. Failure to notify his/her supervisor of his/her absence will result in loss of pay for the day's absence.

- g. No employee shall be required to use accrued personal leave time prior to the use of accrued vacation time.

5. Parentage Leave

An employee, with one (1) year's employment, may be granted a leave of absence without pay not to exceed twelve months, without extension, during a twenty-one month window, from nine months before the expected birth or adoption to twelve months after the birth or adoption. This leave shall apply equally to both mother and father of the child but may not apply to a provisional employee (Civil Service Requirements). The employee shall be reinstated in the same or comparable position.

6. Funeral Leave

- a. Permanent full-time annual salaried employees shall be entitled, without charge against accumulated vacation; sick leave and personal leave, to funeral leave.
- b. Employees shall be entitled to four (4) consecutive working days' leave of absence computed either from the day of death or the day following death at the Employee's option, for death of Employee's spouse, child (including adopted children), father, mother, brother, sister, parents-in-law, grandparents-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law or stepchild.
- c. Inclusion of any other members of family shall not be permitted for funeral leave. The Supervisor, in his/her sole, nonreviewable discretion, may grant 1 day paid leave to attend the funeral of any other members of the employee's family.

7. Military Leave

Military Leaves of Absence shall be granted in accordance with law.

8. Jury Services

Employees, regardless of shift, will be paid their regular salary minus jury duty fees while physically attending jury service on the same calendar day as they are otherwise scheduled to work, upon documentary proof being filed with the Town Supervisor. Employees must notify their department head immediately upon receiving notification that they are being required to report for jury duty. Travel allowance of mileage compensation checks for jury service is to be retained by the employee. Employees shall request that they be placed "on call" for jury service, where available.

9. Court Appearance

Absence of any employee due to appearance as a defendant, or witness in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. Employees shall not lose any salary therefore.

10. Miscellaneous

The Town Board retains the sole discretion to grant a full or partial day excused absences from work for days of national mourning or other reasons acceptable to the Town. In this event, employees who are required to work during hours otherwise granted to unit members as excused absences shall be granted the same number of hours for future use as compensatory time as set forth in this agreement.

11. Night Differential

Any full-time employee working more than five full regularly scheduled, non-overtime, shifts in a calendar month that encompass any hour between 10:00 p.m. and 4:00 a.m. shall be entitled to receive a \$50 (effective January 1, 2009, \$100) night shift differential bonus for that month payable as part of an overtime check run during the following June or December, whichever comes first. This bonus shall not be construed as part of base salary for any monetary calculation other than as may be required for FLSA overtime payment purposes.

ARTICLE IV

VACATIONS

1. For the purpose of this article, all employees shall be deemed to have the same employment anniversary date, to wit: January 1st. An employee appointed during the first six (6) months of a year (January 1st to June 30th) shall be deemed to have been hired on January 1st of that year. An employee appointed during the second six (6) months of a year (July 1st to December 31st) shall be deemed to have been hired on January 1st of the year subsequent to his/her appointment. Employees hired in the second six (6) months of a year, shall not be entitled to any vacation until July 1 of the year subsequent to their employment.
2. Permanent full-time employees of the Town shall be entitled to annual (January 1 to December 31) vacations, computed on the basis set forth in paragraph 1 above, as follows:

	"Administrative" "Clerical & Supervisory"	"Operational" "Technical" "PSD's"
a. Until completion of six (6) months continuous service.....	-0- hrs.	-0- hrs.
b. After completion of six (6) months continuous service until completion of one (1) year continuous service.....	35 hrs.	40 hrs.
c. After one (1) year continuous service.....	70 hrs.	80 hrs.

NOTE: In no event shall any employee with less than the completion of seven (7) years' continuous service receive more than ten (10) working days vacation in any one (1) calendar year (January 1 to December 31), except in those cases where employees are carrying over vacation days per Article IV, Section 6 and Article XII, Section 18.

a. After seven (7) years' continuous service	105 hrs.	120 hrs.
b. After twelve (12) years' continuous service	140 hrs.	160 hrs.
c. After fifteen (15) years' continuous service	175 hrs.	200 hrs.

Regular, part-time employees shall be given one (1) hour of vacation for every twenty (20) full hours worked in the calendar year, after one (1) year of service.

3. Employees, upon request, shall be paid their vacation pay prior to the vacation, providing they shall have given three (3) weeks notice to the Supervisor.
4. Upon retirement or termination of service, except for cause, employees shall be compensated, in cash, for any accumulated vacation.
5. It shall be the duty of the department heads to schedule vacations with the cooperation of the various employees of the department, and such department head shall notify employees of vacation time assigned and approve such vacation time four (4) weeks in advance of the time designated for the employee's vacation.
6. An employee may carry over any unused vacation hours from one (1) year into the following year, but in no event shall an employee whose title is found on the "Administrative" or "Clerical and Supervisory" salary schedules carry over more than one hundred five (105) vacation hours from one year to the next and an employee

whose title is found on the "Operational and Technical" or "Public Safety Dispatchers" salary schedules carry over more than one hundred twenty (120) vacation hours from one year to the next. The Town shall not unreasonably withhold its approval that the cap may be exceeded where the excess is directly attributable to a Town-approved worker's compensation leave of absence. In this instance, none of the days carried over may be sold back to the Town pursuant to Article IV (8).

7. In case of catastrophic family illness, an employee may be granted an advance of the next year's vacation time to be used during the current year if the employee has sufficient accumulated sick time to serve as collateral and upon approval of the Town Board.
8. Each employee will be entitled to sell back to the Town up to three (3) weeks of previously accrued unused vacation time at the employee's option, pursuant to the same procedures as are described in Article V (7) for the reduction of sick time, excluding the requirements of a minimum and maximum number of banked days.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by illness or other physical disability of the employee. In order to be eligible to receive sick leave on any given day, the employee must, immediately after contacting his/her department pursuant to that department's standard procedure for requesting sick leave, also call the FMLA/Sick Line at 727-3200, X777 and advise that the employee is going to be absent from work that day, as well as whether the employee is requesting FMLA coverage for the absence because of a serious medical condition. Sick leave will be accumulated at the rate of one and one-quarter (1 ¼) days per month (fifteen (15) days per year), total accumulated sick leave of two hundred thirty (230) days. After two hundred thirty (230) days, additional paid sick leave may be granted in the sole discretion of the Town Board by resolution. Sick pay will not be paid to an employee during the first six (6) months' employment.
 - a. Regular, part-time employees will be paid sick leave at the rate of one (1) hour for every forty (40) hours worked in any one (1) year, or total accumulated sick leave of sixty (60) days.
 - b. In order to receive sick leave, all employees shall, when absent because of sickness for more than three (3) days, furnish the Town Supervisor with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days.
 - c. An employee absent on sick leave shall notify his/her supervisor of such absence within the first half hour of his/her working day or shift. Failure to notify his/her supervisor of his/her absence, due to sickness, will result in loss of pay for the days absent.

- d. The Town Supervisor, in his/her discretion, may request a physical examination of the employee before his/her return to work.
2. An employee, or his/her legal representative, upon retirement, resignation or death, is entitled to cash payment for accumulated sick leave, shall be paid in a lump sum the value of his/her accumulated and unused sick leave to the extent of:
 - a. one hundred (100%) percent of the first two hundred and twenty-five (225) unused accrued sick days as of the date of retirement, resignation or death provided that the employee during his/her employment with the Town had:
 - i. at least 125 accrued unused sick days at the end of any calendar year; or
 - ii. sold back sick days pursuant to the provisions of this Agreement; or
 - b. 75% of the first 225 unused accrued sick days provided that the employee had at least 50 unused accrued sick days as of the date of retirement, resignation or death.
 - c. Vacation & Sick Leave for Part-Time Employees. One (1) hour for every 40/20 hours worked.
 3. An employee who falls ill while on vacation, upon presentation of a medical certificate certifying the employee was ill for three (3) days or more during his/her vacation, may charge this illness to sick leave upon proper notification to the Town Supervisor.
 4. The parties mutually agree that excessive absenteeism due to abuse of sick leave should be discouraged. Therefore, the Town may request a doctor's certificate from chronic abusers of sick leave (e.g., numerous illness absences even though the employee has accumulated sick leave), regardless of the length of the illness. Any employee submitting a claim based on a false statement, or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave provision. Employees who abuse the sick leave provision shall be subject to disciplinary action.
 5. Employees reporting for duty and becoming sick, whom the department supervisor sends home shall receive a full day's pay for that day.
 6. An employee may elect to reduce the sick time accrued under Paragraph (1) by filing a written election with the Town Supervisor before September 1st, in the form provided by the Town, for payment to be made in the last week in January of the following year. Buy-outs shall be in lots of 25 sick days. No buy-out shall be permitted unless at the time of election the employee has accumulated at least 125 sick days. The minimum number of sick days may not fall below fifty (50) days. The rate of pay shall be calculated at the time of payment, and an employee who elects this option may not receive an amount in excess of what he/she would receive upon severance.

An employee having made this election has agreed that the maximum sick leave payable to said employee during his/her employment or upon his/her retirement shall be two hundred and twenty-five (225) days. Any payments made prior to retirement shall be deducted from the gross number of days that may be paid to an employee at retirement. An employee who has "bought-out" sick leave during his/her career shall be permitted to re-accumulate sick days to a maximum of 230 days but shall not be permitted to re-accumulate for payment purposes and said additional days representing days already "bought-out" may be taken for sick time purposes only. An employee who has made this election will not, under any circumstances, be granted additional sick time by the Town Board if total accumulated sick leave is not sufficient for the employee's future needs.

7. Sick Leave Bank

- a. Voluntary Membership: All full-time employees wishing to join the sick leave bank can do so, but only on a full calendar year basis. Yearly membership applications must be submitted by December 15 for the ensuing year. Full-time employees appointed during the year can elect to join the bank for the next calendar year only. There will be no prorated membership.
- b. Cost of Membership: Employees wishing to join the sick leave bank must contribute two days of accrued time by January 15 of the coverage year. Employees will be permitted to contribute any type of accrued time that they have on January 15, but must make that choice by the December 15 application date. The default will be sick time. Employees will vest in the sick bank upon 15 years of continuous membership or upfront contributions of a total 30 days of time. Vesting means contributions will no longer be required. An employee, at his/her option, can donate more than the required days, provided this is set forth in the application by December 15.
- c. Eligibility Criteria
 1. Only full-time employees are eligible to participate.
 2. Employees must be members of the sick leave bank at the time of their request to use time from the bank.
 3. At the time of the request, employees cannot be under disciplinary sanctions resulting in potential loss of wages.
 4. Employees must be out for a minimum of 45 working days for the same illness prior to using sick leave bank days.
 5. Employees must have exhausted all accrued time including vacation, sick, personal and/or comp time prior to the use of the sick leave bank.
 6. The employee's illness must be a "serious health condition" under the FMLA.

d. Restrictions

1. The withdrawal of time from the sick leave bank by an individual is limited to a maximum of 50% of the total unencumbered sick leave available in the bank on the first day that time from the bank is utilized for a particular absence or 120 days, whichever is less. Such maximum number of days (i.e., 50% or 120, whichever is less) shall become encumbered as of the first day of usage by an individual for a particular absence.
2. Any withdrawal of days by an employee will require mandatory membership by that employee in the sick leave bank in the future until vesting.
3. An employee will not earn any accrued time during the use of sick leave bank days.
4. Contributions to the sick leave bank are non-refundable (i.e., days are not returned to an employee if they are not used). In addition, sick bank time has no value to employees other than as set forth in this section.

e. Benefits

1. Employees meeting all of the above criteria may utilize up to a maximum of 120 days lifetime.
2. Employees can utilize the 120 sick leave bank days for more than one period of illness, but the total number of days used cannot exceed 120 days combined.
3. All contributed sick days to the sick leave bank will be used in the calculation for meeting thresholds at severance (Article V(2)), but in no event will the employee be paid for any days contributed to this bank.

ARTICLE VI

SENIORITY

1. Competitive Class. Layoff and rehiring rights shall be governed by Civil Service Law Sections 80, 81, 82, 85 and 86 and the Rules and Regulations of the Suffolk County Department of Civil Service.
2. Employees in All Other Civil Service Classes. Subject to applicable provisions of law, and provided the employee to be retained and/or rehired has the ability to perform the work assigned to him/her, layoff and rehire rights shall be governed by the following rules. Seniority shall be computed from the date of employment. Each

department shall maintain a seniority list within its department. If layoffs become necessary, within a job classification, employees will be laid off by seniority, with temporary employees being laid off first, then probationary employees, and then permanent employees. Before hiring any new employees within a job classification, the available work must be offered, in reverse order of layoff, to employees previously laid off. Written notice will be sent to the employee by registered or certified mail, return receipt requested, directing him/her to return to work in the department at the appropriate date and time, not fewer than (5) days from the date of the notice.

Failure of the employee to report to work on the date and time specified will constitute an abandonment of the employee's recall rights and shall release the Town from any further obligation to recall the employee.

3. Regular full-time employees shall have preference over part-time or temporary employees in a department as to overtime, if available and capable of performing the required work.

ARTICLE VII

EMPLOYEE PROTECTION

1. All permanent, full-time employees covered by this Agreement are offered the protection of Section 75 of the Civil Service Law, except for conviction of a felony or misdemeanor, upon which a hearing can be held at the discretion of the Town not withstanding the provisions of Section 75. The Town Board may suspend without pay for more than 30 days a person charged by law enforcement with a felony or misdemeanor. If proven innocent, he/she will receive full pay. Probationary employees can be discharged by the Town in its sole discretion with or without just cause or without resort to the grievance procedure.
2. Officers, limited to four (4) of the CSEA Unit shall be given the highest departmental seniority while in office. A list shall be furnished to the Town annually.
3. Any former employee, upon being rehired, will be treated as a new employee with regard to sick leave, vacation time, wages, seniority and all similar benefits. An employee granted a leave of absence (parentage leave, unpaid leave or leave of absence, pursuant to Civil Service Law) shall not lose any seniority, sick leave, vacation hours, or personal hours benefits already accumulated as of the date leave is granted by the Town Board.
4. Safety equipment shall be furnished to all appropriate personnel at no charge, at the discretion of the department head.
5. The CSEA shall have the right to post notices pertaining to CSEA business on bulletin boards which should be provided by the Town and located at all appropriate Town facilities.

6. Effective October 7, 2008, the CSEA Unit President or his/her authorized designee shall be entitled to up to a total of 10 working days paid released time per year to attend CSEA conventions and/or Town-authorized special unit-wide meetings, provided that the leave does not result in any overtime cost to the Town and the employee receives prior authorization from his/her Department Head to take the leave.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. Definition of Grievance. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of any of the provisions of this Agreement that are terms and conditions of employment provided, however, that this term shall not include:
 - a. disciplinary actions;
 - b. any matter that is covered by Article III (6)(c), Article III (10), Article V (1) (4th sentence), Article V (1)(d), Article XII (4), Article XII (18), and Article XV (10);
 - c. any issue pertaining to paragraph "44" of the 1998-2000 memorandum of agreement between the parties; or
 - d. any matter that is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

2. Consideration of Grievances. Employees, supervisors, and department heads shall exhaust every administrative device to settle amicably all differences. In the interest of uniform procedure, and to expedite handling of grievances, employees shall present their problem or grievance through supervisory channels in the following order:
 - a. First Step. As a condition precedent to the initial filing and processing of a grievance, the employee (or, in the case of a "class action" grievance, the Union) must fully complete and submit the agreed upon grievance form to his/her department head. The department head shall make a determination within ten (10) business days of receipt of the grievance, in writing, and present a copy of same to the employee, the Unit President, and the Town Supervisor.
 - b. Second Step. If a grievance is not satisfactorily resolved at the First Step, the employee shall appeal, in writing, to the Town Board within five (5) business days of receipt of the First Step determination. If the employee fails to appeal, in writing to the Town Board within the above said time, the determination of the First Step shall be final as to said grievance.

Upon receipt of any appeal, the Town Board may request the employee to submit an agreed statement of facts or his/her version of the facts, or any other documents which the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal.

Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and shall advise, in writing, the Unit President or his/her designee, department head, and the aggrieved employee. If the Town Board fails to schedule the hearing on a timely basis, or fails to make a timely decision, the grievance shall be deemed to have been denied and the CSEA may proceed to the Third Step.

- c. Third Step – Binding Arbitration. If the CSEA is not satisfied with the decision at the Second Step, it may submit the grievance to arbitration if it serves written notice (the Demand for Arbitration form submitted by the CSEA) to the Town Supervisor's Office within 10 business days of the date of the decision at the Second Step. The Arbitrator shall have jurisdiction to consider only the contract section or sections, and the party or parties identified as aggrieved that were specified in the grievance form that that was submitted at the first step. The parties shall appoint an arbitrator from the following rotating panel of arbitrators: Arthur Riegel, Bonnie Siber-Weinstock and up to three other arbitrators to be agreed upon by the parties. Grievances for which arbitration has been demanded will be submitted to the next available arbitrator on the Panel with the arbitrators listed in alphabetical order. An arbitrator(s) may be removed from the Panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties shall immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) shall not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the Panel contains fewer than five names for one or more months, then a party shall have the unilateral option, on written notice to the other, to replace the Panel for grievances not then pending with arbitration through the New York State Public Employment Relations Board as specified in the 2004-2007 Agreement.

The written report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, reasoning, conclusions and binding award on the issues submitted. The Arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms. The Arbitrator shall send a copy of his/her written report to the CSEA, the Town and their representative(s). Costs of the Arbitrator shall be equally borne by the CSEA and the Town.

3. Time of Hearing

All discussions and hearings shall, so far as practicable be conducted during working hours. The aggrieved employee shall be allowed such time off from regular duty as may be necessary and reasonable for hearings.

4. Representation

The Unit President or his/her designee shall be entitled to be present during the presentation and processing of a grievance in all stages.

5. Limitations

If a grievance occurs and cannot be resolved immediately, the employee shall obey the directive and shall present the grievances as soon thereafter as practicable. Grievances which are not presented within ten (10) business days of the occurrence, shall be deemed to have been abandoned.

6. Withdrawn Grievance

The Unit President or his/her designee may withdraw a grievance at any step of the grievance procedure. The Unit President's or his/her designee's decision on this matter will be binding on the employees involved.

7. Class Action Grievances

The Union shall have the right to file a grievance directly at the Second Step if the grievance affects a group of employees and is associated with a department or Town-wide policy.

ARTICLE IX

PENSION AND LONGEVITY

1. All permanent full-time employees must be members of the New York State Retirement System. All employees classified as Tier I or Tier II will be covered by Plan 75i. All regular part-time employees also may at their option, become members of the New York State Retirement System. In the event that the State Retirement System makes provisions for the modification and/or revisions of this Retirement Plan, which can be determined by local option, this agreement shall immediately be reopened solely for the purpose of negotiating which option is selected.
2. Full-time employees of the Town of Riverhead shall receive longevity pay after completing the following years of continuous service; four (4%) percent of yearly salary without longevity pay after ten (10) years of continuous service; five (5%) percent of yearly salary without longevity pay after fifteen (15) years of continuous service; seven (7%) percent of yearly salary without longevity pay after twenty (20)

years of continuous service. Longevity pay is paid to the employee in a lump sum payment included with the overtime paycheck during the first full pay period of the month in which the employee's anniversary occurs.

Longevity payments will be prorated prior to anniversary only when the employee is entitled to and has submitted an application to receive a pension to the New York State Retirement System. Longevity will be based on the January 1st salary of the current year.

ARTICLE X

INSURANCE

1. Health Insurance

- a. The Town shall pay, on behalf of all full-time employees, the cost of either the individual or family plan for hospitalization under the Riverhead Town Hospitalization Plan as follows:

0 – 8 years of completed Town service: 75% of the premium rates for the Empire core Plus Enhancements Plan.

More than 8 years of completed Town service: 100% of the premium rates for the Town's Plan.

The employee will be expected to pay the difference as a payroll deduction.

- b. For all full-time employees hired on or after October 7, 2008 is fully ratified and approved, the Town shall pay the cost of either the individual or family plan for hospitalization under the Riverhead Town Hospitalization plan as follows:

0 – 10 years of completed Town service: 75% of the premium rates for the Empire core Plus Enhancements Plan.

More than 10 years of completed Town service: 100% of the premium rates for the Town's Plan.

The employee will be expected to pay the difference as a payroll deduction.

- c. The Town shall pay for one hundred (100%) percent coverage for individual members of the Association who hereafter retire from the Town and the Town shall pay to the extent of fifty (50%) percent coverage on the premiums for the retiree's family. An employee, at his/her option, may decide not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive a December payment, if the employee drops family to no coverage: \$1650; if the employee drops from family to individual coverage: \$900; if the employee drops from individual to no coverage: \$750, except for those employees

who, in 1996, received the buyback for dropping from individual to no coverage, who shall continue to receive \$1,500 until and unless they revert back to individual or family coverage. A new employee appointed during the year may receive a prorated payment minus two months. In order to receive this cash payment, an employee must sign an application form each and every year and said application shall include an acknowledgment that the employee is covered under another plan. The Town may elect to provide the above benefits under a plan other than the Riverhead Town Hospitalization Plan, provided that the substitute plan provides benefits comparable or better than the existing plan.

- d. No part-time employee hired on or after April 1, 2007 will be entitled to receive health insurance benefits from the Town or to otherwise participate in the Town's health insurance plans. All part-time employees hired prior to April 1, 2007 shall continue to be eligible to participate in and receive health insurance benefits from the Town pursuant to the terms of this Agreement and the rules and regulations of the Town's health insurance provider.
- e. Effective January 1, 2009, if two persons are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or individual to no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, a former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable rules and regulations.

- f. Effective October 7, 2008, and notwithstanding any prior practice to the contrary, the service requirement for receipt on health insurance in retirement shall be five consecutive years of service with the Town, and 10 consecutive years of service with the Town for all employees hired on or after October 7, 2008 is fully ratified and approved, and the employee must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as his/her last public sector employer, and have continuously self-paid his/her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

- g. Health insurance coverage shall commence upon the first day in the month following the completion of 4 full calendar months of service for all employees hired after the complete ratification and approval of this Agreement. Health insurance coverage shall terminate upon the last day in the second full month following the completion of employment.
2. Life Insurance. The Town will insure the life of each employee in accordance with the New York State Retirement Plan.
3. Dental Insurance
- a. The Town shall pay, on behalf of all active full-time and active regular part-time employees, one hundred (100%) of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. Effective January 1, 2009, the maximum benefit for one dental expense period shall be increased to \$1,500 and the aggregate maximum benefit for orthodontic treatment shall be increased to \$1,500 per covered individual. An employee, at his/her option, may decide not to accept the dental coverage for a period of not less than one calendar year and receive a December payment of, if the employee drops from family to no coverage: \$230; if the employee drops from family to individual coverage: \$150; if the employee drops from individual to no coverage: \$80. A new employee appointed during the year may receive a prorated payment minus two months. In order to receive this cash payment, an employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan. Dental coverage shall commence upon the first day in the month following the completion of 4 full calendar months of service for all employees hired after the complete ratification and approval of this Agreement. Dental insurance coverage shall terminate upon the last day in the second full month following the completion of employment.
- b. No part-time employee hired on or after April 1, 2007 will be entitled to receive dental insurance benefits from the Town or to otherwise participate in the Town's dental insurance plan. All part-time employees hired prior to April 1, 2007 shall continue to be eligible to participate in and receive dental insurance benefits from the Town pursuant to the terms of this Agreement.
- c. Effective January 1, 2009, if two persons are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.
4. Optical Insurance
- a. The Town shall pay, on behalf of all active full-time and active regular part-time employees, one hundred (100%) percent of the cost of either the individual or

family plan for optical coverage under the Riverhead Town Optical Plan. An employee, at his/her option, may decide not to accept the optical coverage for a period of not less than one calendar year and receive a December payment of twenty-five dollars (\$25.00). A new employee appointed during the year may receive a prorated payment minus two months. An employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan. Optical coverage shall commence upon the first day in the month following the completion of 4 full calendar months of service for all employees hired after the complete ratification and approval of this Agreement. Optical insurance coverage shall terminate upon the last day in the second full month following the completion of employment.

- b. No part-time employee hired on or after April 1, 2007 will be entitled to receive optical insurance benefits from the Town or to otherwise participate in the Town's optical insurance plan. All part-time employees hired prior to April 1, 2007 shall continue to be eligible to participate in and receive optical insurance benefits from the Town pursuant to the terms of this Agreement.
- c. Effective January 1, 2009, if two persons are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

5. HMO Plan

- a. The Town shall offer up to two (2) HMO plans. Employees have the option of choosing one of the two plans over the current Riverhead Town Hospitalization Plan but under no circumstances may the employee have more than one plan.
- b. The Town will continue to pay, on behalf of all full-time employees, the cost of the hospitalization plan as follows:

0 – 8 years of completed Town Service: 75% of the rate set forth by the Empire Core Plus Enhancements Plan.

More than 8 years of completed Town service: 100% of the rate set forth by the Empire Core Plus Enhancements Plan.

- c. For all full-time employees hired on or after October 7, 2008, the Town shall pay the cost of the hospitalization plan as follows:

0 – 10 years of completed Town service: 75% of the premium rates for the Empire core Plus Enhancements Plan.

More than 10 years of completed Town service: 100% of the premium rates for the Town's Plan.

6. Long Term Disability Plan. Employees will be permitted to voluntarily participate in a long term disability plan through a payroll deduction. This deduction will cover the total cost of the premium and any other costs associated with the plan. The plan will be administered by the CSEA. The Town shall have no obligation to the CSEA or the employees other than to make a payroll deduction for those employees who voluntarily authorize such deduction in writing and then to forward the deducted amounts to the CSEA. The Town shall have no further obligation with regard to this benefit.

ARTICLE XI

MANAGEMENT RIGHTS

1. CSEA recognizes that all of the functions, rights, powers, responsibilities and authority of the Town, which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. CSEA recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote or transfer its employees, subject, however, to the provisions of the Civil Service Law.

The CSEA agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

2. The CSEA and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. The CSEA and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

The CSEA, however, agrees, that there will be no strikes, work stoppages, job actions or concerted refusals to perform work by employees covered by this Agreement or instigation thereof. The Town Board agrees to bargain in good faith with the CSEA and to use no tactics that may be deemed as an unfair practice. CSEA agrees not to enforce any clause that is in violation of any Federal, State, County or local law or the past practice, that interferes with the efficient operation of Town Government.

ARTICLE XII

GENERAL PROVISIONS

1. The Town Board agrees to provide legal counsel, either the Town-appointed special counsel or the Town Attorney, to defend any employee in any action arising out of an assault on an employee on Town business, provided the employee was acting within the scope of his/her employment.
2. Upon the Town's request, an employee's fitness to serve will be evaluated by a physician selected by the Town, provided, however, that the examination shall be conducted in a medical facility, including, but not limited to, a doctor's office, in Suffolk County not further west than the western border of Brookhaven Town. In the case of a medical specialist, the examination must take place within Suffolk County. The Town shall reimburse the employee for mileage to and from the examination at the then prevailing County of Suffolk rate, upon submission by the employee of a form to be prepared by the parties.
3. All openings for available positions covered by this Agreement shall be done strictly in accord with Civil Service Law and the eligibility of those to be hired. If appropriate, vacancies will be adequately published except in situations in which no unit member is eligible to be appointed pursuant to Civil Service Law and Regulations, all full-time and regular part-time vacancies (but not seasonal, temporary or other vacancies), including position(s) to be filled, will be adequately published. The president of this unit shall receive a copy of such announcement simultaneously with the posting thereof. In filling such positions, preference shall be given to present employees when three or more qualified applicants submit their names for consideration provided notice is given by the employee within five (5) working days of notice being posted.
4. Leave of absence without pay may be granted to employees in the discretion of the Town Board for a maximum of six (6) months upon written application therefor and good cause shown.

Any employee on a leave of absence on or after January 1, 2004 shall be notified by the Town prior to the end of the leave and by certified mail to the employee's last known address, of the date of expected return to work following the end of the leave. Any employee who fails to return to work within 10 days of the designated day shall be deemed to have abandoned his/her position with the Town. The employee will then be deemed to have waived any applicable due process protections otherwise available, including but not limited to those pursuant to Civil Service Law Section 75 or this Agreement, and may be terminated by the Town at its discretion.

5. Any employee who is absent without leave or without due notification to the Town Supervisor shall suffer loss of pay for the days of such absence. When an employee is absent without leave or without due notification to the Town Supervisor, three (3) times of any duration in a period of one year, these unauthorized absences are cause for dismissal.

6. Uniforms & Cleaning Allowance

- a. During the first year of employment, those employees appointed during the first 6 months (January – June) shall receive the full allotment of uniforms. Those appointed during the second 6 months (July –December) shall receive 3 uniform shirts and 3 uniform pants. 100% cotton uniforms shall be provided at the employee's option. The Town shall provide all full-time "Operational and Technical" employees with 5 uniform shirts and 5 uniform pants each year by not later than April 15 or 60 days from the date of a new hire's appointment by the Town Board. All full-time "Operational and Technical" employees are required to report to work in Town-issued uniforms. All full-time "Operational and Technical" employees will receive a spring and winter jacket when needed and deemed necessary by their Department Head. An employee may request, in lieu of a winter jacket, one (1) set of insulated coveralls.
 - b. All full-time "Clerical & Supervisory", "Administrative" and "Public Safety Dispatcher" employees and any employee classified as a Parking Meter Officer shall receive a prorated cleaning allowance in the sum of four hundred dollars (\$400.00) to be paid during the week of December 15 to December 25. Any employee receiving a Town-issued uniform shall be ineligible to receive the allowance during that year. "Full-time Public Safety Dispatchers" and full-time employees classified as Parking Meter Officers, Building Department "Inspectors", Bay Constables and Cooks are required to report to work in Town-issued uniforms. The Town shall provide these employees with 5 uniform shirts and 5 uniform pants/skirts each year by not later than April 15 or 60 days from the date of a new hire's appointment by the Town Board. During the first year of employment, those employees appointed during the first 6 months (January – June) shall receive the full allotment of uniforms. Those appointed during the second 6 months (July –December) shall receive 3 uniform shirts and 3 uniform pants/skirts. All regular part-time employees in these classifications shall receive a number of uniforms equal to the number of days in their regularly scheduled work week; in no event, though, to exceed the annual uniform allotment provided to a full-time employee in the same classification.
7. There shall be paid to authorized employees, using private transportation on Town business, upon approval by the Town Supervisor, mileage at the mileage rate set forth by the Internal Revenue Service (IRS).
 8. Work-related inoculations shall be provided by the Town as required by PESH or law.
 9. All employees of the Town will be paid every two (2) weeks on Thursday of the latter week.
 10. Effective November 6, 2008, a lag payroll will be implemented for all employees as follows:

- a. Employees whose pay checks are subject to a two week payroll lag as of the date on which the 2008-2010 Agreement is fully ratified and approved will receive their regular pay checks for the pay period of October 12, 2008 through October 25, 2008 on November 6, 2008, as scheduled, and their regular pay checks for the pay period of October 26, 2008 through November 8, 2008 on November 20, 2008, as scheduled.
 - b. Employees whose pay checks are not subject to a two week payroll lag as of October 7, 2008 will receive their regular pay checks for the pay period of October 26, 2008 through November 8, 2008 on November 20, 2008, rather than on November 6, 2008, as scheduled.
 - c. For all employees, pay checks will be issued on November 20, 2008 and every two weeks thereafter.
 - d. Any retroactive base salary increases owed by the Town to employees as a result of the implementation of the provisions of the 2008-2010 Agreement shall be paid on November 6, 2008.
 - e. Any lag payroll agreement entered into prior to October 7, 2008 will be null and void upon the full and complete implementation of this Article XII, Section 10.
 - f. By no later than October 17, 2008, an employee whose retroactive pay check will be inadequate to cover the dollar value of the number of days to be lagged pursuant to this Agreement may submit a written request to the Accounting Department to buy-back, in single day (seven or eight hour) increments, up to three days of unused accrued leave time and/or compensatory time (seven or eight hour increments). The form attached to the 2008-2010 Agreement shall be used for all buy-back requests.
11. Effective October 7, 2008, the time sheet attached to the 2008-2010 Agreement shall continue to be used for all employees not required to use another time and attendance recording mechanism. An employee shall be provided with a copy of his/her signed time sheet upon request.
 12. An employee, following proper notification to the Town Supervisor, may be permitted to review his/her official employment personnel file within 10 business days of the request. Any material classified as confidential shall not be subject to duplication by the employee, but he/she shall have an opportunity to read said materials and make a written reply within 10 business days which shall be inserted in the employee's personnel folder. This period of time shall be extended, on a business day by business day basis, for any business day on which the employee is physically incapable of writing the reply.
 13. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employees covered by this Agreement.

14. For the purpose of negotiations for future contracts and reopening provisions as covered by this contract, the Town and the CSEA agree to limit each team to no more than six (6) members. The CSEA Negotiating Team consisting of six (6) members will be inclusive of the CSEA representative. The teams shall be determined at the start of the negotiating session and remain the same until these sessions are concluded.
15. Labor/Management meetings shall be held quarterly with three (3) members each from the Town and the CSEA. The Unit President will notify the Town of the membership of CSEA at the beginning of the year and any subsequent changes prior to said meetings.
16. The Unit President shall be notified when there will be an addition of a new title to the salary schedules. Said notification is strictly advisory and in no way binding.
17. Employee of the Quarter/Year. The employee selected as Employee of the Quarter and/or Year by the Labor/Management Committee shall be awarded one additional vacation day. Nothing contained in this paragraph, nor any action or inaction of the Committee, shall be subject to the grievance procedure or to any PERB or Court proceeding.
18. Contract Reproduction. A draft of the new contract shall be prepared by the Town and submitted to the CSEA within 60 calendar days after the complete ratification/approval of the Agreement. The CSEA shall present to the Town, in writing, all objections to the draft, specifying the page, section, paragraph and line number(s), and the specific basis for the objection, within 30 calendar days from its receipt of the draft or the draft shall be deemed acceptable to the parties and the Town shall proceed to print and distribute the contract within the next 60 calendar days. The parties will endeavor to resolve any differences within the 30 calendar days following the Town's receipt of the CSEA's timely objections.

ARTICLE XIII

SAFETY INCENTIVE BONUS

In the event that any group of departments, as defined below, have an accident-free calendar year that results in no workers' compensation claims being filed, each full-time employee in that group(s) on the payroll and not on a leave of absence at the end of the year will be awarded \$250. In the event that only one or two such claims are filed, then each such employee shall be awarded \$50.

- a. Highway Department
- b. Sewer District and Joint Scavenger District.
- c. Water Department
- d. Buildings and Grounds, Bay Constable
- e. Street Lighting, Municipal Garage, Dog control, Public Parking (ST)
- f. TH/Accounting, Assessors, Tax Receiver, Town Clerk, Purchasing

- g. THII/Building Department, Planning Department, Community Development, Shared Services
- h. THIII/Engineering, Refuse and Garbage, Senior Citizen Program, Supervisor, Recreation, Town Attorney
- i. THIV/Police Clerical (including PSD's), JAB, Justice Court

Effective January 1, 2009, this Article shall be deleted.

ARTICLE XIV

WORKERS' COMPENSATION

1. If an employees is injured or assaulted on the job while acting within the scope of the employee's employment and the employee reports same to the Department Head and the Town Supervisor's Office, and the employee has to be absent from work due to said injury or assault, no days shall be deducted from the employee's accumulated sick leave during the duration of such absence, until either the employee applies for reinstatement to full-duty status, a physician determines that the employee is able to return to work, or the employee has received full salary for one (1) year, whichever comes first; provided, however, that if the employee is determined to be permanently disabled, no days shall be deducted until either a final determination on an application for a disability pension, a physician determines that the employee is able to return to work, or the employee has received full salary for two (2) years, whichever comes first. The Town will notify the employee ninety (90) days before the end of the two (2) year period is about to expire. If an employee receiving full salary receives a compensation check for lost time due to a compensable injury, the employee shall endorse the check over to the Town. Effective January 1, 1999, accrued leave time shall be used during the first 5 days of any absence, unless the Town decides not to controvert the employee's claim. If Worker's Compensation awards the Town reimbursement for any or all of these five days, then the day(s) shall be recredited to the employee.
2. Effective October 7, 2008, for employees who are not on a workers' compensation leave as of that date, the Town will pay 100% of the employee's salary for the first six months during which the employee is absent from work, and 85% of the employee's salary for any time beyond that period. Nothing contained herein shall in any way be deemed to restrict the Town's right to separate employees pursuant to the provisions of Civil Service Law Sections 71-73.

ARTICLE XVJOB CLASSIFICATION ANDSALARY ADMINISTRATION PROGRAM

1. The parties agree that job classification and salary administration will be in accord with "The Salary Administration Program, dated October 6, 1975". The parties further agree that said program may be amended by the Town as time and circumstances warrant, provided that such amendments are not contrary to the further terms and conditions of this contract. Such amendments shall include, but shall not be limited to, the amendment or addition of job descriptions.
2. In the implementation of "The Salary Administration Program", promotions of employees and their assignment to the salary schedule, except as are set forth herein, are subject to the Town Board discretion. Employees will be guaranteed at least a 3% increase in salary as a result of the promotion and assignment to the salary schedule. Formal written evaluations shall be conducted at least once per year pursuant to the Annual Performance Review form. These employee evaluations shall be placed in each employee's personnel file.
3. "The Salary Administration Program" will be administered in conformity with the New York State Civil Service Law and the rules of the Department of Civil Service, County of Suffolk.
4. For the period of this contract (January 1, 2008 to December 31, 2010), the "Salary Structure" for the "Administrative", "Clerical and Supervisory", "Operational and Technical", "Public Safety Dispatcher", employees shall be set forth on Exhibit "A" attached hereto for the year 2008 and Exhibit "B" for the year 2009 and Exhibit "C" for the year 2010.

ARTICLE XVIWAGES

1. Employees shall receive an annual salary as set forth on the "Salary Schedule".
2. Effective January 1, 2008, each step of the 2007 salary schedule shall be increased 3.8%. Effective January 1, 2009, each step of the 2008 salary schedule shall be increased 3.8%. Effective January 1, 2010, each step of the 2009 salary schedule shall be increased 3.8%.
3. There shall be no step movement during the calendar year 2008. Effective January 1, 2009, all employees not on the "P" Step or Step "19" shall move a total of one step from their step placement as of December 31, 2007 to the next available step within

their group. Effective January 1, 2010, and on each January 1 thereafter, all employees not on the "P" Step or Step "19" shall move a total of one step from their step placement as of December 31, 2009, and on each December 31 thereafter, to the next available step within their group.

4. An employee, excluding any part-time employee e.g. detention attendants, recalled after he/she has finished his/her regular hours of work, shall receive a minimum of two (2) hours credited as time worked at the applicable overtime rate. No compensation, other than the minimum recall compensation, shall be earned until the employee shall begin his/her third (3) hour of recall.
5. Overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employee's hourly rate of pay except as set forth in Article III, Section 2. Overtime shall be computed on a weekly basis on the thirty-five (35) hour work week for "Clerical and Supervisory" and "Administrative" employees and forty (40) hour work week for "Operational and Technical" employees. Employees may be paid for overtime and/or compensatory time off in one of the following manners: (a) in compensatory time off, pursuant to Article XV (8); (b) in compensatory time off that is converted by the employee to overtime and then paid in a separate monthly payroll, run during the first full payroll period of that month, provided the request is submitted to the Accounting Department by not later than the 25th of the preceding month, and provided further that the compensatory time off shall be used within a given calendar year and, if not used, shall be paid at year's end at the employee's pay rate in effect at the time the compensatory time was earned; or (c) in overtime which is included in a timely submitted biweekly time sheet, which shall be paid to the employee in the next biweekly paycheck.

The employee shall continue to indicate on the biweekly time sheet which method at his/her option the employee elects to utilize in that pay period. In the event no method is chosen, the default shall be option (c).

Overtime will accrue on a full-hour basis only, but said full-hour need not be accrued consecutively in terms of minutes worked on a daily basis. An employee's hourly rate of pay shall be based on his/her daily rate of pay.

The daily rate of pay shall be determined annually by dividing the employee's annual base salary as shown on the "Salary Structure" by the number of regular working days (inclusive of holidays) in that year. An employee's hourly rate of pay shall be his/her daily rate of pay divided by seven (7) hours for "Clerical and Supervisory" and "Administrative" employees and eight (8) for "Operational and Technical" and "Public Safety Dispatcher" employees. The PSD's daily rate of pay shall be calculated at 1/250 of his/her annual salary.

6. Compensatory time off for overtime hours worked (in lieu of overtime pay) shall be at the rate of one and one-half ($1\frac{1}{2}$) hours of compensatory time off for each overtime hour worked. Employees shall be able to accumulate compensatory time up to the FLSA cap (currently 240 hours). Compensatory time off must be claimed by the employee prior to the processing of overtime pay by the Office of the Town Supervisor. Compensatory time can be allowed or disallowed at the option and

scheduling of the Department Head. Employees may be paid for overtime and/or compensatory time off in one of the following manners: (a) in compensatory time off, pursuant to Article XV (8); (b) in compensatory time off that is converted by the employee to overtime and then paid in a separate monthly payroll, run during the first full payroll period of that month, provided the request is submitted to the Accounting Department by not later than the 25th of the preceding month, and provided further that the compensatory time off shall be used within a given calendar year and, if not used, shall be paid at year's end at the employee's pay rate in effect at the time the compensatory time was earned; or (c) in overtime which is included in a timely submitted biweekly time sheet, which shall be paid to the employee in the next biweekly paycheck.

The employee shall continue to indicate on the biweekly time sheet which method at his/her option the employee elects to utilize in that pay period. In the event no method is chosen, the default shall be option (c.)

7. A part-time detention attendant when called in to work shall receive a minimum of three (3) hours credited as time worked at the applicable straight-time rate.
8. At the option and direction of the Town Board, probationary employees, for the first twelve (12) months of their employment, will be paid at a rate of pay as specified in Column "P" of the attached Salary Schedule.
9. The Town will provide direct deposit for all unit members. It is agreed that those unit members who decide to utilize direct deposit will be required to work during the period of time when they had previously been excused to cash their paychecks.
10. Pesticide Application License Stipend. Any employee possessing a valid pesticide application license and whose jobs duties require the possession of same, shall be paid a prorated annual stipend of \$1,000 in lieu of any reimbursement for the cost of obtaining, maintaining and/or renewing the license outside of the employee's regular working hours, with the Town continuing to pay for courses that are taken during the employee's regular working hours.
11. Water and Waste Water Operator License Stipend. Any full-time employee who meets the State requirements for taking a course to obtain a water or waste water plant operator's grade license may have the Town pay for the tuition for the course(s) required to obtain that license, provided that the course (s) is/are offered, within a six month prospective rolling period, at the scheduled location in New York State that is geographically closest to the Town. If the employee fails to obtain the license on the first try, then the employee will then be required to pay for the cost of any additional courses required to obtain that license.
12. Standby Pay. Any full-time licensed and Civil Service titled Waste Water Treatment Plant Operator III and IV and Water Treatment Plant Operator I, as well as any employee holding a "Senior" designation within these titles, may be designated to remain on standby. Employees so designated must be available by phone, beeper or pager and be able to respond to the Plant fully fit for duty within 15 minutes of

notification to report to work. These employees shall be eligible to receive standby pay at the rate of one hour of straight pay for each eight hour shift on which the employee is ordered to remain on standby. If the employee is recalled while on standby, then the employee shall be entitled only to recall and not standby pay.

13. Effective October 7, 2008, when a full-time employee is reduced to part-time status at the employee's request, his/her new salary shall be proportionately reduced from the employee's last full-time hourly rate.
14. The hourly rate of any part-time employee hired after October 7, 2008 shall be calculated from a base salary of the applicable "P" step minus \$2,000.

ARTICLE XVII

DRESS CODE

The parties agree that each employee shall wear attire appropriate for their job duties and responsibilities. Employees who interact with the public shall not wear shorts, tee shirts, tank tops, or jeans, unless they receive their supervisor's prior permission to do so.

ARTICLE XVIII

DRUG AND ALCOHOL TESTING

1. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion that such employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph 3 below. An employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.
2. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Town's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.
3. Employees shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any employee who refuses to submit to testing may be subject to discipline, including discharge.
 - a. In determining whether to order a test in a particular case, the Town must balance an employee's reasonable expectation of privacy from unreasonable intrusions

against the Town's interest in assuring the integrity and fitness its employees and the safe delivery of its services.

- b. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under the influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution, or sale of illegal controlled substances either on or off duty.
 - c. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague, unparticularized, unspecified, or rudimentary hunches or intuitive feelings do not meet the standard.
 - d. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.
 - e. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.
 - f. The Town will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.
 - g. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test, and the Union shall be notified of such order.
4. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988, 53 F. R. 11973, as amended by 59 F.R. 29908 (1994), 62 F.R. 51118 (1997) and 63 F.R. 63483 (1998), etc., and the following:
- a. The employee being tested shall have the right to an independent analysis of the specimen from a lab of his/her choice from a list mutually agreed to by the Town and the Union. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by such employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Town. Copies of all test results shall be sent to the employee and the Town.

- b. All tests required by the Town will be fully paid for by the Town. The employee shall pay for any tests required by him or her.
 - c. All test results shall be kept confidential except as necessary to implement the terms and conditions of this policy.
 - d. The time required of the employee by the Town to take the ordered test shall be considered paid time if it extends beyond the employee's normal work day.
 - e. Within ten (10) business days after the test, the employee may file a grievance pursuant to the terms of the parties' collective bargaining agreement. If the grievance is not filed within ten (10) business days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Town against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.
5. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to discipline, including discharge. However, in the first instance of such positive alcohol or drug test, any related disciplinary charges may be suspended in the Town's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substances or alcohol usage in a program recommended or approved by an Employee Assistance Plan (EAP) previously selected by the Town and the Union, and allows the EAP to provide progress reports to the Town Supervisor's Office. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be deemed to have resigned. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the Town may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the Stipulation) shall remain in the employee's file unless the parties otherwise agree.
6. Random Drug and Alcohol Testing. Effective July 1, 2004, all unit members shall be subject to random drug and alcohol testing pursuant to the same rules and regulations in effect for CDL holders.

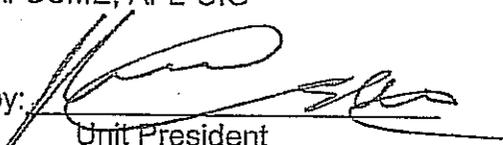
2/19/09

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year above written.

CSEA, INC. LOCAL 1000,
AFSCME, AFL-CIO

TOWN OF RIVERHEAD

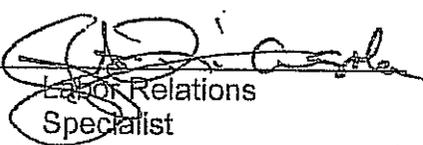
by:


Unit President

by:

Phillip J. Cardinale
Supervisor

by:


Labor Relations
Specialist

2008/2010 CLERICAL & SUPERVISORY SALARY STRUCTURE

<u>Group</u>	<u>Title</u>
A	Open
B	Driver Messenger
C	Homemaker
D	Food Service Worker
1	Assistant Cook
2	Clerk/Switchboard Operator/Recreation Aide/Cook/ Senior Citizen Aide
3	Mini Bus Driver
4	Bus Driver/Clerk Typist/Senior Cook/Administrative Aide/ Senior Citizen Aide II
5	Assessment Clerk/Assistant Recreation Center Manager/ Senior Citizen Assistant/Assistant Senior Citizen Center Manager/Real Property Recorder I
6	Assistant Recreation Leader
7	Senior Clerk/Stenographer
8	Account Clerk/Senior Clerk Typist/Court Stenographer/ Legal Stenographer
9	Account Clerk Typist/Recreation Center Manager/Senior Assessment Clerk/Senior Stenographer/Nutrition Center Manager/Senior Citizen Center Manager
10	Senior Account Clerk/Assessment Assistant/Secretarial Assistant
11	Senior Account Clerk Typist/Justice Court Clerk/Drug Court Specialist/Senior Neighborhood Aide
12	Senior Justice Court Clerk/Detention Attendant/Principal Assessment Clerk
13	Open
14	Open
15	Open
16	open

2008/2010 ADMINISTRATIVE SALARY SCHEDULE

<u>Group</u>	<u>Title</u>
1	Bingo Inspector/Senior Citizen Program Supervisor
2	Administrative Assistant/Recreation Leader
3	Community Development Specialist I
4	Youth Counselor/Recreation Supervisor/Community Development Program Technician/Purchasing Technician/Recreation Program Coordinator /Head Clerk/Payroll Supervisor
5	Planning Aide/Ordinance Inspector/Computer Operator II/ Principle Account Clerk/Housing Inspector/Public Relations Specialist/Insurance Manager
6	Building Inspector/Bay Constable/Senior Citizen Program Director/Fire Marshal I/Computer Graphics Mapping Specialist/Building Permit Coordinator/Jr. Civil Engineer Trainee/Zoning Inspector/Electrical Inspector/Engineering Inspector
7	Site Plan Reviewer/Purchasing Agent/Assistant Recreation Superintendent/Fire Marshal II/Jr. Civil Engineer/Accountant/Grants Coordinator/Paralegal Assistant/EDZ Coordinator/Assistant Community Development Projects Coordinator
8	Senior Building Inspector/Zoning & Building Administrator
9	Planner/Chief Building Inspector/Principal Building Inspector/Senior Auditor/Asst Town Engineer/Environmental Planner/Assistant Civil Engineer
10	Senior Planner/Assistant Town Planning Director
11	Open
12	Open
13	Open
14	Open

2008/2010 OPERATIONAL & TECHNICAL SALARY SCHEDULE

<u>Group</u>	<u>Title</u>
A	Guard/Court Attendant/Crossing Guard
B	Open
C	Open
D	Open
1	Custodial Worker I
2	Parking Meter Officer I/Scale Operator I
3	Laborer/Custodial Worker II/Kennel Attendant
4	Maintenance Mechanic I
5	Animal Control Officer I
6	Automotive Equipment Operator
7	Maintenance Mechanic II/Heavy Equipment Operator
8	Maintenance Mechanic III/Auto Mechanic II
9	Construction Equipment Operator/Auto Mechanic III/Wastewater Treatment & Water Treatment Plant Operator Trainees
10	Town Building Maintenance Crew Leader/Animal Control Officer II
11	Traffic Signal Maintenance Supervisor
12	Auto Mechanic IV/Water & Highway Maintenance Crew Leaders/Maintenance Mechanic IV
13	Water Plant Operator II B
14	Wastewater Treatment Plant Operator II/Senior Water Plant Operator II/Water Treatment Plant Operator IB
15	Town Building Maintenance Supervisor /Maintenance Mechanic V/ Senior Water Treatment Plant Operator IB/Wastewater Treatment Plant Operator III & IIIA/Auto Mechanic V/Highway General Supervisor
16	Senior Wastewater Treatment Plant Operator III & III A
17	Open
18	Open
19	Open
20	Open

2008/2010 PUBLIC SAFETY DISPATCHER SALARY SCHEDULE

<u>Group</u>	<u>Title</u>
1	Public Safety Dispatcher I
2	Public Safety Dispatcher II

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 364

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 46 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "ARCHITECTURAL REVIEW"

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded by

COUNCILMAN WOOTEN

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 30, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 46A entitled "Architectural Review", §46A-5 of the Riverhead Town Code entitled "Establishment; membership; terms; vacancies; removal" and §46A-14 entitled "Quorum", to be posted on the sign board of the Town, and be it further

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

WOOTEN YES ___ NO DUNLEAVY YES ___ NO
BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at the Riverhead Senior Citizens Human Resource Center, Shade Tree Lane, Riverhead, New York, on the 19th day of May, 2009 at 7:30 o'clock p.m. to consider a local law amending Chapter 46A entitled "Architectural Review", §46A-5 of the Riverhead Town Code entitled "Establishment; membership; terms; vacancies; removal" and §46A-14 entitled "Quorum" of the Riverhead Town Code as follows:

CHAPTER 46A
ARCHITECTURAL REVIEW
ARTICLE III
Architectural Review Board

- A. There is hereby created an Architectural Review Board, which shall act as an advisory body to the Town Board for the purpose of site plan review, as delineated herein, and which shall approve sign permit applications submitted pursuant to §108-56 of the Code of the Town of Riverhead and dumpster enclosures applications pursuant to §98-8 of the Code of the Town of Riverhead. Sign permit and/or dumpster enclosure applications which are disapproved may be appealed to the Town Board. Said The Architectural Review Board shall consist of five members who shall serve without compensation and shall be appointed by the Town Board on the recommendation of the Planning Director-, however, the Town Board may, by resolution, decrease the number of members of the Architectural Review Board to 3 members. Insofar as practicable, all members of the Board shall be competent in matters of design and interested in the design review and development of the Town of Riverhead. Three At least one members shall be an architects, designers or landscape architects-, One member shall be a licensed architect-and another member shall be a local representative of a business located in the Town of Riverhead.
- B. Members shall be appointed for terms of service of three years. In order to provide continuity, one of the first five appointees shall serve for one year, two shall serve for two years, and the remaining two shall serve for the full three-year term. Members may serve more than one term, and each member shall serve until the appointment of a successor. In the event the Town Board reduces membership to three members, one member shall serve for one year, one member shall serve for two years and the remaining member shall serve for the full three-year term.

§46A-14. Quorum.

A quorum shall be three members of the Board. In the event the Town Board reduces membership to three members, a quorum shall be two members of the Board.

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

Dated: Riverhead, New York
April 21, 2009

BY ORDER OF THE TOWN BOARD
OF THE TONW OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

April 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 365

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 101 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "VEHICLES AND TRAFFIC"

COUNCILMAN WOOTEN

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 30, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 101 entitled "Vehicles and Traffic", §101-3 of the Riverhead Town Code entitled "Stop and yield intersections; railroad crossings; parking fields" to be posted on the sign board of the Town, and be it further

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

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 2nd day of June, 2009 at 2:05 o'clock p.m. to consider a local law amending Chapter 101 entitled "Vehicles and Traffic", §101-3 of the Riverhead Town Code entitled "Stop and yield intersections; railroad crossings; parking fields" of the Riverhead Town Code as follows:

CHAPTER 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

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

Intersection	Stop Sign on	Entrance From
<u>Riverside Drive approximately 1270 linear feet from Route 25</u>	<u>Riverside Drive</u>	<u>North</u>
<u>Riverside Drive approximately 4000 linear feet from CR 105</u>	<u>Riverside Drive</u>	<u>East</u>

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

Dated: Riverhead, New York
April 21, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

April 21, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 366

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 18 ENTITLED "CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE

COUNCILWOMAN BLASS offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY:

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 30, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 18 entitled "Code of Ethics" §18-10 to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the members of the Riverhead Town Board, Chairwoman of the Ethics Board, Director of Personnel and the Office of the Town Attorney.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 2nd day of June, 2009 at 2:10 o'clock p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics", §18-10 of the Riverhead Town Code as follows:

§18-10. Annual financial disclosure and conflict statement.

- A. Town officers and employees required to file an annual financial and conflict disclosure statement. All elected officials, all Town department heads, Planning Board members, Zoning Board of Appeals members, Architectural Review Board members, Conservation Advisory Council members, Deputy Town Supervisor, Town Attorney, Deputy Town Attorneys, persons who are certified as Code Enforcement Officials as provided by Title 19 of the New York Code of Rules and Regulations Part 434, Building Inspectors, the Ethics Board, the Industrial Development Agency, the Farmland Preservation Committee, the Open Space/Park Preserve Committee, Accessory Apartment Review Board, and certain Town officers and employees and members of appointed boards and committees, as determined by the Town Board by resolution, are required to file a signed annual financial disclosure and conflict statement, which must be signed by the individual Town officer or employee.

Underline represents addition(s)

Dated: Riverhead, New York
April 21, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 367

ADOPTS A LOCAL LAW TO AMEND THE ZONING USE DISTRICT MAP OF THE TOWN OF RIVERHEAD

COUNCILMAN DUNLEAVY

offered the following resolution, 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 to amend the Zoning Use District Map of the Town of Riverhead to provide for the Business Center (BC) Zoning Use District to the exclusion of the Shopping Center Zoning Use District upon real property located at Suffolk County Route 58, Riverhead, New York; and

WHEREAS, a public hearing was held on the 7th day of April, 2009 at 2:20 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending the Riverhead Zoning Use District Map 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, the official newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Planning Department and the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Buckley ~~yes~~ no Wooten yes ~~no~~
Dunleavy yes ~~no~~ Blass yes ~~no~~
Cardinale yes ~~no~~

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

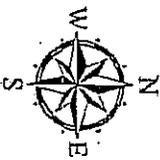
PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending the Riverhead Zoning Use District Map of the Town of Riverhead.

Be it enacted that the Town Board of the Town of Riverhead adopted a local law amending the Riverhead Zoning Use District Map of the Town of Riverhead to amend the Zoning Use District Map of the Town of Riverhead to provide for the Business Center (BC) Zoning Use District to the exclusion of the Shopping Center Zoning Use District upon real property located at Suffolk County Route 58, Riverhead, New York as depicted upon the attached maps.

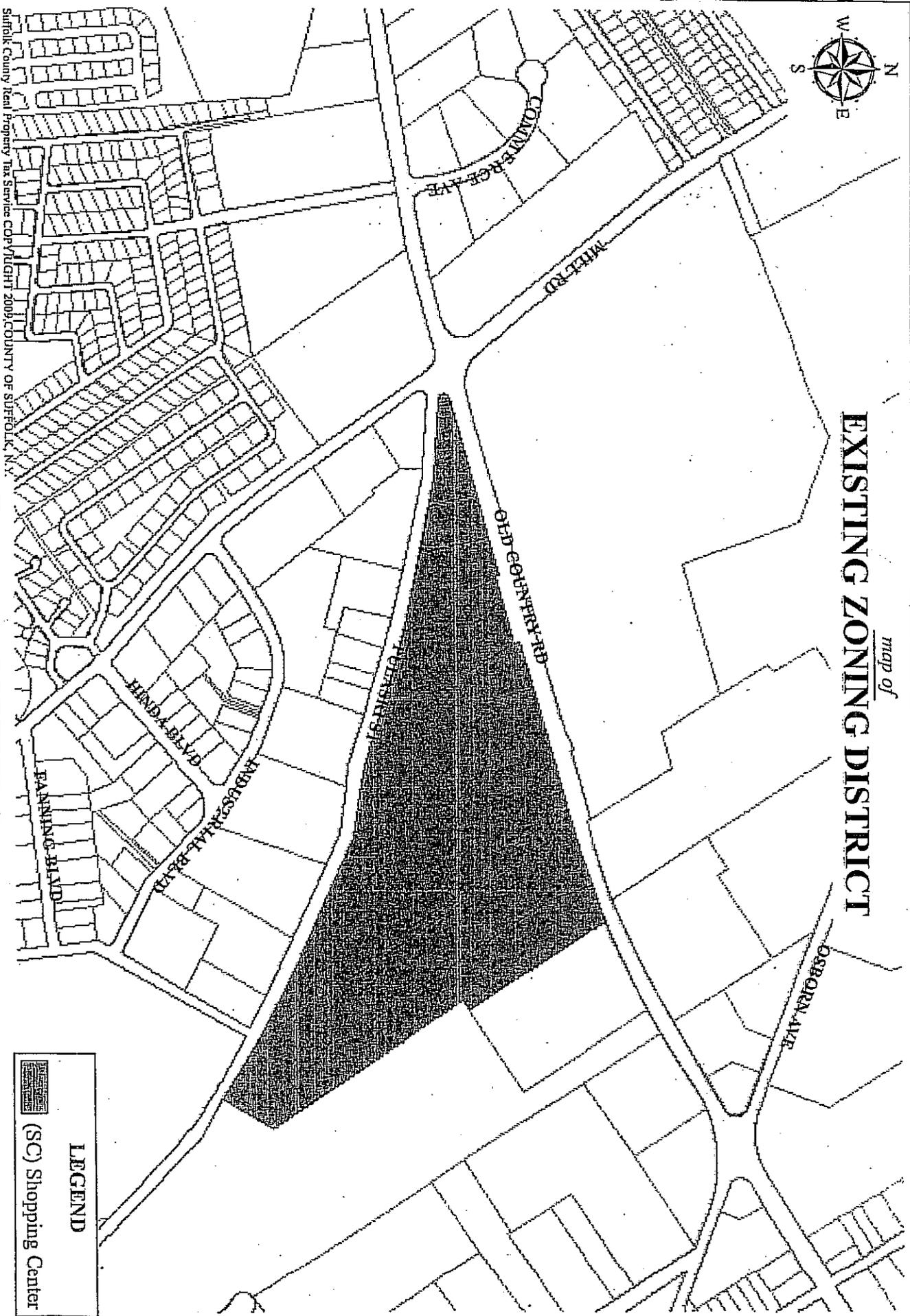
Dated: Riverhead, New York
April 21, 2009

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

DIANE M. WILHELM, Town Clerk



map of EXISTING ZONING DISTRICT



LEGEND

 (SC) Shopping Center

Suffolk County Real Property Tax Service COPYRIGHT 2009, COUNTY OF SUFFOLK, N.Y.

PLANNING DEPARTMENT



TOWN OF RIVERHEAD

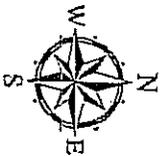
Phil Cardinale, Supervisor

200 Howell Ave.

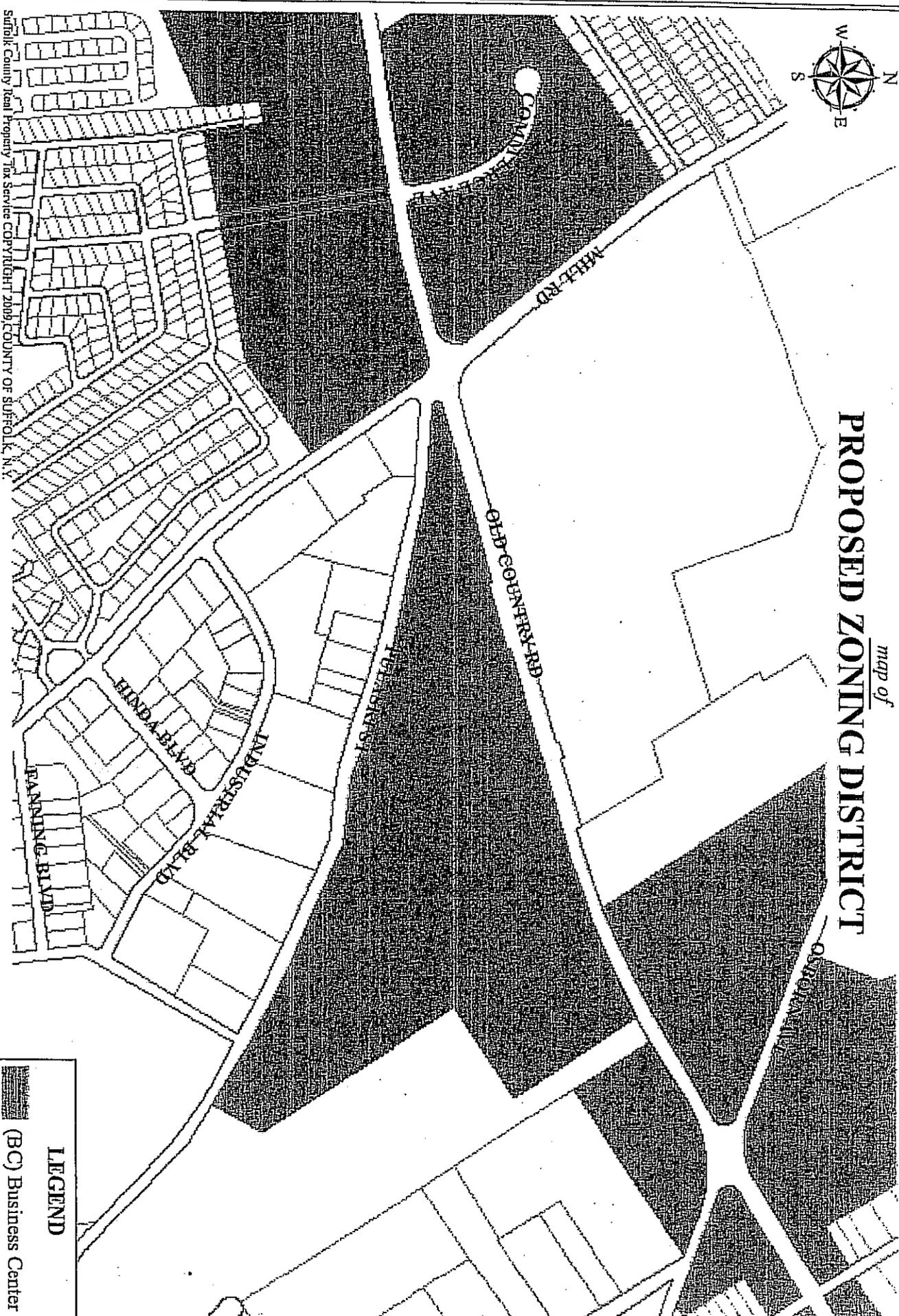
Riverhead, New York 11901

DATE: 3/16/2009

N:\GIS\sumps\60 Shopping Center Zone Change EAST.mxd



map of PROPOSED ZONING DISTRICT



Suffolk County Real Property Tax Service COPYRIGHT 2009, COUNTY OF SUFFOLK, N.Y.

LEGEND

 (BC) Business Center

TOWN OF RIVERHEAD

Phil Cardinale, Supervisor
200 Howell Ave.
Riverhead, New York 11901

PLANNING DEPARTMENT

N:\GIS\maps\80 Shopping Center Zone Change PROJ.mxd

DATE: 3/16/2009



TOWN OF RIVERHEAD

Resolution # 368

APPROVES EXTENSION OF SECURITY POSTED BY WADING RIVER WOODS LLC IN CONNECTION WITH THE SUBDIVISION ENTITLED "WADING RIVER WOODS A/K/A HOUNDS GATE" (ROAD AND DRAINAGE IMPROVEMENTS)

COUNCILMAN WOOTEN offered the following resolution, was seconded
by COUNCILWOMAN BLASS:

WHEREAS, the Riverhead Town Board, by Resolution #1058 adopted on November 16, 2004, did accept a subdivision bond in the amount of \$480,000.00 representing road and drainage improvements to be completed in the condominium project entitled "Wading River Woods"; and

WHEREAS, by Riverhead Town Board Resolution #1094 dated November 20, 2007, a two-year extension was granted for the security posted representing the road and drainage improvements to be completed within the condominium project to November 16, 2008; and

WHEREAS, it had been requested by Wading River Woods that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #43 dated April 16, 2009, it is recommended that the performance security be extended for an additional two-year period to November 16, 2010; and

WHEREAS, Water Key Money in the amount of \$67,500.00 and Park and Recreation Fees in the amount of \$81,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the condominium project for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to November 16, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles R. Cuddy, Esq., P.O. Box 1547, Riverhead, New York, 11901, the Planning Board, the Planning Department, the Building Department, the Office of Accounting and the Town Attorney's Office.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 369

**APPROVES EXTENSION OF SECURITY POSTED BY BIRCHWOOD AT
WADING RIVER LLC IN CONNECTION WITH THE SUBDIVISION
ENTITLED "BIRCHWOOD AT WADING RIVER – SECTION 3"
(ROAD AND DRAINAGE IMPROVEMENTS)**

COUNCILWOMAN BLASS offered the following resolution, was seconded
by COUNCILMAN DUNLEAVY;

WHEREAS, the Riverhead Town Board, by Resolution #136 adopted on February 18, 2004, did accept a subdivision bond in the amount of \$501,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Birchwood at Wading River – Section 3"; and

WHEREAS, by letter from Michael Van Buren of Birchwood at Wading River, LLC, it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Town Board Resolution #914 dated October 21, 2008, a two-year extension was granted for the security posted representing the road and drainage improvements to be completed within the subdivision to December 1, 2008; and

WHEREAS, by Riverhead Planning Board Resolution #23 dated March 5, 2009, it is recommended that the performance security be extended for an additional two-year period to December 1, 2010; and

WHEREAS, Water Key Money in the amount of \$72,500.00 and Park and Recreation Fees in the amount of \$87,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to December 1, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York, 11901, International Fidelity Insurance Company, One Newark Center, 20th floor, Newark, New Jersey, 07102, the Planning Board, the Planning Department, the Building Department, the Office of Accounting and the Town Attorney's Office.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/21/09

TOWN OF RIVERHEAD

Adopted

Resolution # 370

**APPROVES EXTENSION OF SECURITY POSTED BY BIRCHWOOD AT
WADING RIVER LLC IN CONNECTION WITH THE SUBDIVISION
ENTITLED "BIRCHWOOD AT WADING RIVER – SECTION 4"
(ROAD AND DRAINAGE IMPROVEMENTS)**

COUNCILMAN DUNLEAVY

_____ offered the following resolution, was seconded

by COUNCILMAN WOOTEN _____:

WHEREAS, the Riverhead Town Board, by Resolution #135 adopted on February 18, 2004, did accept a subdivision bond in the amount of \$272,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Birchwood at Wading River – Section 4"; and

WHEREAS, by letter from Michael Van Buren of Birchwood at Wading River, LLC, it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Town Board Resolution #915 dated October 21, 2008, a two-year extension was granted for the security posted representing the road and drainage improvements to be completed within the subdivision to December 1, 2008; and

WHEREAS, by Riverhead Planning Board Resolution #24 dated March 5, 2009, it is recommended that the performance security be extended for an additional two-year period to December 1, 2010; and

WHEREAS, Water Key Money in the amount of \$75,000.00 and Park and Recreation Fees in the amount of \$66,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to December 1, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York, 11901, International Fidelity Insurance Company, One Newark Center, 20th floor, Newark, New Jersey, 07102, the Planning Board, the Planning Department, the Building Department, the Office of Accounting and the Town Attorney's Office.

THE VOTE

~~Buckley~~ yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 371

**AUTHORIZES THE TERMINATION OF THE AGREEMENT BETWEEN
JUNGLE LASERS, LLC AND TOWN OF RIVERHEAD
(National Geomatica System)**

COUNCILMAN WOOTEN offered the following resolution, was seconded by
COUNCILWOMAN BLASS:

WHEREAS, pursuant to Res. #1018 dated November 3, 2004, the Town of Riverhead had entered into an agreement with Jungle Lasers LLC for a computer hardware and software system known as the National Geomatica System, which system enables access to the display of current land use information and other municipal information as may be added; and

WHEREAS, it is the desire of the Town Board of the Town of Riverhead to exercise its right to terminate said agreement in accordance with same.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute the necessary documentation for purposes of the termination of the agreement between Jungle Lasers LL and the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jungle Lasers LLC, 201 Main Street, Allenhurst, New Jersey, 07711, Attn: Dean S. Garfinkel, the Office of Accounting and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

END USER AGREEMENT

This Agreement is made as of this 26th day of October 2004, by and between Jungle Lasers LLC, a New Jersey Limited Liability Company, with its principal offices at 201 Main Street Allenhurst, NJ [hereinafter "LICENSOR"] and the Town of Riverhead, a New York Municipal Corporation with offices at 200 Howell Avenue, Riverhead, Suffolk County, New York [hereinafter "LICENSEE" or "END USER"].

WHEREAS, Licensor has developed a proprietary computer hardware and software system known as the National Geomatica System [hereinafter "NatGeo" and/or the "System"]; and

WHEREAS, the System enables municipalities to have access to a unique Geographic Information System, including but not limited to, the display of current Land Use information, and other municipal information as may be added; and

WHEREAS, the successful implementation of the NatGeo System requires the provision of specialized personal and professional services; and

WHEREAS, such services are exempt from the public bidding requirements of General Municipal Law §103; and

WHEREAS, participation in the System would provide a significant management tool for Licensee that shall benefit the Licensee and its residents by enabling the compilation, retrieval, review and analysis of data from the NatGeo website for municipal planning and building department forms and information storage and management where the Licensee wishes to include information by department to effectuate more efficient application procedures, inspections, identification of status of outstanding building permits, and additional analysis by the Town Departments;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual obligations, terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor and Licensee agree as follows:

1. **Acknowledgement and Acceptance of Agreement.**

LICENSEE hereby acknowledges that by accepting the services provided by Licensor under the terms and conditions of this **End User Agreement** it agrees to be bound by all of its terms and conditions, including any amendments thereto, which amendments shall be in writing and agreed to by and between the parties in similar form as this Agreement, together with the operating rules or policies of Licensor, which are attached hereto and incorporated herein by reference, and which may be amended from time to time and, if amended, published by Licensor and forwarded to Licensee. Conflicts between the language contained in this Agreement and the language contained in the operating rules shall be controlled by the language contained in this Agreement.

2. **Description of Services.**

2.1. Licensor shall provide to Licensee access to the NatGeo Website on the World Wide Web, via the use of authorized passwords as will be agreed upon by the Licensor and Licensee. Licensee will be able to view this information using current versions of Microsoft Internet Explorer versions 5.0 and newer. The Website will be viewable using standard dial-up modem connections or better at speeds of 28.8 kps and higher. Licensor cannot guarantee speed of access, as this is a factor of the Licensee's Internet Service Provider. Licensor shall make all commercially reasonable efforts to maintain availability of access.

Access will enable Licensee to review the following information:

- 2.1.1 Vector parcel maps of the municipality
- 2.1.2 Tax Information supplied by the Licensee
- 2.1.3 Land Use Building Application and Permit information
- 2.1.4 Other information as mutually agreed upon

2.2 Upon request of the Licensee, Licensor will make available to Licensee, on a monthly basis and/or upon reasonable request of the Licensee, datasets to be utilized for planning and analysis purposes by the Licensee in the Licensee's offices.

3. **Maintaining and Updating Data.**

3.1 In order to update and maintain the Licensee's database, Licensee agrees to submit to Licensor, in the form and manner set forth in Licensor's operating policies, all applications received by Licensee for the following:

- 3.1.1 Planning board applications and the disposition of same
- 3.1.2 Zoning board applications and the disposition of same
- 3.1.3 Site Plan applications and the disposition of same
- 3.1.4 Building Permits
- 3.1.5 Certificates of Occupancy
- 3.1.6 Additional Items as may be mutually agreed upon

4. **Imposition of Application Fees.**

Licensee agrees to establish, as part of its application process, a fee as listed on Exhibit A attached hereto and incorporated herein for each item as listed above in section 3, which fee shall be payable directly to and collected by Licensee. Licensee shall remit such payments to Licensor within thirty (30) days of receipt of monthly invoices from Licensor.

5. **Licensee's Records.**

To insure proper handling and processing of all information the Licensee wishes to include in the G.I.S., Licensee agrees to maintain a sequential numbering system for all information transmitted to the Licensor. In the event such numbering system indicates that applications have been received and processed by the Licensor for which no payments have been forwarded to Licensor, then Licensee shall be responsible for the payment of such fees to Licensor as may be determined to be due. If Licensee disputes the amount determined to be due by Licensor, Licensee shall provide Licensor written notice that it is disputing an assessed fee within fifteen days of receipt of same. If the disputed fee cannot be resolved by the parties within thirty days of receipt of the written notice of dispute, then the parties may forward said dispute to arbitration for resolution.

6. **Mutual Obligations.**

Licensee agrees to provide true, accurate, current and complete information to Licensor for incorporation into the System, in accordance with Licensor's operating rules and policies. Upon receipt of said information, Licensor agrees to process same within one business day for inclusion into its G.I.S., which has been developed for use by Licensee.

7. **Technical Support.**

Licensor shall provide technical support and training in the basic features and functions of the System as accessed on the Internet, including but not limited to all developments and improvements, the transmittal of information to Licensor, receipt and transmittal of payments on behalf of Licensor, and handling of any complaints and/or defects regarding the use of the System which shall be addressed by the Licensor using reasonable commercial efforts within one business day.

8. **Modifications to Operating Rules and Policies.**

Licensor reserves the right to make reasonable changes from time to time to its system wide operating rules and policies. Licensee shall be notified of any such changes on a startup screen that will appear as the first page Licensee views after logging on to the Website which shall describe such changes.

9. **Modifications to Services or System.**

Licensor reserves the right to modify or discontinue, temporarily or permanently, the System with notice to Licensee's System Administrator as hereinafter provided in paragraph 15. Licensee agrees that Licensor, and their respective agents, officers and employees, shall not be liable to Licensee or any third party for any modification or discontinuance of service. Licensor agrees to maintain Licensee's data in an Open Database Connectivity ("ODBC") format.

10. **User Account, Password and Security.**

Licensee shall receive passwords and user names designated for access to the NatGeo System. Licensee may, at its own discretion, allow the general public to view some portions of the G.I.S. The specific portions enabled for public viewing will be determined by the Licensee and will not require any password to view. Licensee is responsible for maintaining the confidentiality of account and any password protected access, and is fully responsible for all activities that occur under Licensee's password or account. Licensee shall notify Licensor immediately of any known or suspected unauthorized use or Licensee's password or user name, or of any known or suspected breach of security.

11. **Conduct.**

11.1 Licensee shall not upload, post, or otherwise transmit to or through the System any material of any kind unless prior consent has been given by Licensor.

11.2 Licensee shall not attempt to gain unauthorized access to the System or any other user or network connected to the System.

11.3 The System is the valuable intellectual property of Licensor. All rights, title and interest in and to the System shall remain with Licensor. Licensee shall have no rights to use the System except those expressly granted herein. Licensee shall have no rights to the source code for any software used in the System or the right to modify the System or to prepare derivative works therefrom. Licensee acknowledges that the source code for the software used in the system is the proprietary and confidential information of Licensor.

11.4 Licensee shall not reverse engineer or decompile the system, or otherwise seek to derive the source code for any software used in the System.

12. **No Resale or Reuse.**

Licensee shall not sell or resell, sublicense or re-license any use of or access to the System. Any commercial use of the images, text, programs or other materials in the System is strictly prohibited. No logo, graphic, image, or other materials found on the System may be copied or retransmitted unless expressly authorized by Licensor in a

separate, written agreement. Notwithstanding the foregoing, the parties hereby agree that all information and datasets within the system belong to Licensee and may be accessed by Licensee and sold and reused by Licensee as it shall determine in its sole discretion. Licensor shall not sell, resell, reuse, distribute or grant access to Licensee's data without the prior written consent of Licensee.

13. DISCLAIMER OF WARRANTIES.

13.1 LICENSOR HAS MADE REASONABLE EFFORTS TO MAINTAIN THE NATGEO SITE IN A COMPLETE AND ACCURATE MANNER, AND TO KEEP IT CURRENT, BUT NOTWITHSTANDING ANY STATEMENT THAT MAY APPEAR ON THE SITE, OR ANY ORAL OR WRITTEN REPRESENTATION OR WARRANTY MADE BY ANY AGENT OR REPRESENTATIVE OF LICENSOR, LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE ULTIMATE RESPONSIBILITY IS ON SUBSCRIBER ITSELF TO VERIFY THE ACCURACY OF ALL INFORMATION ON THE SITE. ACCORDINGLY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL INFORMATION, FUNCTIONS, CONTENT AND MATERIALS MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE ARE PROVIDED "AS IS". LICENSOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, PERFORMANCE, ACCURACY, COMPLETENESS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13.2 IN NO EVENT SHALL LICENSOR BE LIABLE FOR: (I) ANY DAMAGES RELATING TO LICENSEE'S USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN; OR ACTION TAKEN BY LICENSEE IN RELIANCE ON THE SITE OR INFORMATION CONTAINED THEREIN; (II) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, EVEN IF LICENSOR HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; (III) ANY CLAIM RELATING TO A THIRD-PARTY LINKED FEATURE; OR (IV) ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION CONTAINED ON THE SITE EXCEPT LICENSOR'S ACTUAL NEGLIGENCE, MALFEASANCE OR MISFEASANCE.

13.3 LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE FROM VIRUSES OR OTHER

HARMFUL COMPONENTS. LICENSOR IS NOT RESPONSIBLE FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE UNLESS SAID BREACH IS THE RESULT OF LICENSOR'S NEGLIGENCE, MALFEASANCE OR MISFEASANCE.

13.4 INFORMATION IN THE SYSTEM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. IF A TECHNICAL INACCURACY OR TYPOGRAPHICAL ERROR IS DETECTED, THIS INFORMATION MAY BE CHANGED AND UPDATED WITHOUT NOTICE.

14. Term and Termination.

14.1 The Licensee may terminate this Agreement at any time for any reason. Such termination will become effective thirty (30) days after the Licensor receives notice of Licensee's desire to terminate.

14.2 Either party may terminate this Agreement at any time if the other party is in breach of any material term, which breach such party shall fail to cure within thirty (30) days after receipt of notice of same and the other party's intention to terminate. If said breach is not cured within the thirty day cure period, such termination shall become effective automatically upon expiration of the cure period.

15. Notices.

All official notices under this Agreement shall be in writing and shall be delivered as set forth below, or to such other addresses as may hereafter be designated by each party. Notices hereunder shall be sent by certified mail, return receipt requested, express delivery, personal delivery, or telecopy. Notices shall be effective when received. In the event the addressee refuses to take delivery, the notice may be given by depositing said notification in the United States mail, postage prepaid and the notice shall be deemed effective from the date of the original notice.

If by or to Licensor:

Dean S. Garfinkel

Jungle Lasers, LLC

201 Main Street

Allenhurst, New Jersey 07711

If by or to Licensee:

Lori Pipczynski

Town of Riverhead

200 Howell Avenue

Riverhead, New York 11901

16. Severability.

Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the enforceability of such remaining provisions.

17. Governing Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law rules. All disputes between the parties shall be resolved by litigation or arbitration in the State of New York, which shall be the exclusive venue and jurisdiction for all such disputes

18. Effect of Agreement.

This Agreement (which includes all future amendments which are stated at the Site) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous understandings and agreements, oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives, as of the day and date first noted above.

Jungle Lasers, LLC

Town of Riverhead

By: [Signature]

By: [Signature]

Title: MANAGING MEMBER

Title: Supervisor

Date: Oct 26, 2004

Date: 11/17/04

EXHIBIT A

Permit/Application

Fees

Swimming Pool				\$15
SFRES				\$15
Alteration				\$15
Addition				\$15
Deck / Accessory				\$10
Garage				\$10
Mobile / Modular				\$10
Commercial				\$20
Commercial Alt.				\$20
Condo Bldg				\$20
Excavation				\$10
Sign				\$15
Use				\$10
Demo				\$10
Misc.				\$10
LPEU				\$10
Electric upgrade				\$10
Minor				\$25
Major				\$50
Site Plan				\$50
CAC - Chapter 12				no charge
ZBA				\$15

April 21, 2009

Adopted

TOWN OF RIVERHEAD
RESOLUTION # 372

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 2 FOR EAST CREEK MARINA PHASE 1 INFRASTRUCTURE IMPROVEMENT PROJECT

COUNCILWOMAN BLASS offered the following resolution which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, on May 6, 2008, the Riverhead Town Board adopted Resolution No. 395 entitled, "Awards Bid for East Creek Marina Phase I Infrastructure Improvement Project; and

WHEREAS, the bid was awarded to Chesterfield Associates, Inc. in the amount of One Million One Hundred Thirty Nine Thousand & 00/100 (\$1,139,000.00); and

WHEREAS, it is the recommendation of the Engineering Department and the Town of Riverhead consulting engineers, Cashin Associates, that additional work is required for the installation of 3/8" crushed blue stone for the dirt parking area in the amount of Fourteen Thousand Thirty One Dollars & 94/100 (\$14,031.94).

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 2 for the net amount of \$14,031.94; and

BE IT FURTHER RESOLVED, that the Engineering Department be and is hereby authorized to modify the existing purchase order in the amount of \$14,031.94; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Chesterfield Associates, Inc., P. O. Box 1229, Westhampton Beach, NY 11978, Cashin Associates, Pc, 1200 Veterans Memorial Highway, Hauppauge, NY 11978, Engineering Department and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.



Contractors & Engineers

Since 1982

P.O. Box 1229 • Westhampton Beach, NY 11978

phone: 631-258-5100 • fax: 631-258-8167

E-mail: info@ce-inc.net
www.ce-inc.net

April 7, 2009

Via Email/Mail

Cashin Associates, P.C.
Attn: John R. Perrotta, P.E.
Sr. Project Engineer
1200 Veterans Memorial Highway
Hauppauge, NY 11788

Re: East Creek Marina Improvement Plan - Phase I
Jamesport, NY

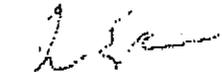
Subj: Cost Breakdown for 3/8" Crushed Blue Stone in Dirt Parking Area

Dear Mr. Perrotta:

As you requested, please find attached our cost breakdown for the 3/8" crushed blue stone for the dirt parking area at the above-referenced project.

If this cost is acceptable, please issue the required change order.

Sincerely,


Jeffrey E. Grube
General Manager

Attachment

**EAST CREEK MARINA IMPROVEMENT PLAN – PHASE I – Infrastructure Improvements
and Dock Installation
TOWN OR RIVERHEAD, SUFFOLK COUNTY, NEW YORK**

CHANGE ORDER NO. 2

Project:	East Creek Marina Improvement Plan – Phase I Infrastructure Improvements and Dock Installation
Change Order No.:	2
Date:	April 21, 2009
Contractor:	Chesterfield Associates, Inc. P.O. Box 1229 56 South Country Road Westhampton Beach, NY 11978
Contract Date:	July 28, 2008

The Contract is changed as follows:
Refer to Attachment

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

The Original Contract Sum was.....	\$1,139,000.00
Net Change by Previously Authorized Change Orders.....	\$-2,744.65
The Contract Sum Prior to This Change Order was.....	\$1,136,255.35
The Contract Sum will be increased by this Change Order In the amount of	\$14,031.94
The New Contract Sum Including this Change Order will be.....	\$1,150,287.29

Contractor	Owner
Chesterfield Associates, Inc.	Town of Riverhead
P.O. Box 1229 56 South Country Road Westhampton Beach, NY 11978	200 Howell Avenue Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

APRIL 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 373

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 30TH, 2009 issue of the News Review and;

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **2008-2009 SNACK VENDOR SERVICES FOR the Town of Riverhead for each of the following locations**: Wading River Beach, Reeves Beach, and Stotzky Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on MAY 2, 2008.**

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR 2008-2009 SNACK VENDOR SERVICES.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

April 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 374

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
OIL, LUBRICANTS AND FLUIDS

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for Oil, Lubricants and Fluids and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the NOVEMBER 13, 2008 issue of the News Review and;

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of **OIL, LUBRICANTS AND FLUIDS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:20 a.m. on MAY 8TH, 2009**

Bid packets, including Specifications, may be obtained on our website at **www.riverheadli.com** or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BID OIL, LUBRICANTS AND FLUIDS.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

APRIL 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 375

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
JANITORIAL SUPPLIES
FOR THE TOWN OF RIVERHEAD**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

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

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **JANITORIAL SUPPLIES FOR THE TOWN OF RIVERHEAD** and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the **APRIL 30, 2009** issue of the News Review and;

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of JANITORIAL SUPPLIES for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:15 a.m. on MAY 8, 2009.

Bid packets, including Specifications, may be obtained on our website @www.riverheadli.com at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or on our website at www.riverheadli.com.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR JANITORIAL SUPPLIES.

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

Diane M. Wilhelm, Town Clerk

APRIL 21, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 376

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
PAINT
FOR THE TOWN OF RIVERHEAD**

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PAINT FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 30TH, 2009 issue of the News Review and;

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of PAINT for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on May 8th, 2009.

Bid packets, including Specifications, may be obtained on our website @www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR PAINT 09.

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

Diane M. Wilhelm, Town Clerk

April 21, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 377

REJECTS BID AND AUTHORIZES TOWN CLERK TO RE-PUBLISH AND RE-POST
A NOTICE TO BIDDERS FOR THE ANNUAL MATERIALS
AND ASPHALT PROCUREMENT CONTRACT

COUNCILMAN WOOTEN offered the following resolution which was
seconded by COUNCILWOMAN BLASS.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Materials and Asphalt Procurement Contract; and

WHEREAS, seven (7) bids were received, opened and read aloud on the 2nd day of April, 2009 at 11:20 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, upon review of the bids submitted, the Engineering Department determined that the bids submitted exceeded the estimate and specification clarifications may serve to reduce the cost associated with a future bid.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does hereby reject any and all bids submitted for the Annual Materials and Asphalt Procurement Contract; and

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to re-publish and re-post the attached Notice to Bidders for the Annual Materials and Asphalt Procurement Contract in the April 30, 2009 issue of the official newspaper or by visiting the Town of Riverhead website: www.riverheadli.com and click on bid requests; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the seven companies that submitted bids on April 2, 2009, Barbato Nursery Corporation, Guillo Contracting Corporation, T. Mina Supply, Inc., Corazzini Asphalt, Inc., East Island Asphalt Corporation, Empire Asphalt, LLC, Inter County Asphalt Supply of LI, addresses listed on the attached Town Clerk open bid

report, the Engineering Department, Highway Department, Sewer District, Water District, IT Department, Purchasing Department and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

THE RESOLUTION 1 WAS WAS NOT
THEREFORE DULY ADOPTED.

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Annual Materials and Asphalt Procurement Contract will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am, May 14, 2009 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about April 30, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Materials and Asphalt Procurement" contract and must be accompanied by a bid surety as stated in the Instructions to Bidders.

PLEASE TAKE FURTHER NOTICE, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Diane M. Wilhelm, Town Clerk
Riverhead, New York 11901

Dated: April 21, 2009



Office of the Town Clerk
Diane M. Wilhelm

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

TO: Supervisor Cardinale; Councilpersons Blass, Dunleavy, Wooten, Highway
FROM: Juliann O'Neill, Deputy Town Clerk
DATE: April 2, 2009
RE: Open Bid Report for Annual Materials and Asphalt Procurement Contract

Seven bids were received and opened on Thursday, April 2, 2009 at 11:20 a.m.:
Too many items to list, see attached:

Barbato Nursery Corp.
1600 Railroad Avenue
Holbrook, NY 11741

East Island Asphalt Corp.
PO Box 124
Speonk, NY 11972

Guillo Contracting Copr.
PO Box 229
Calverton, NY 11933

Empire Asphalt LLC.
56 Comsewogue Road
East Setauket, NY 11733

T. Mina Supply, Inc.
126-53 36th Avenue
Flushing, NY 11368

Intercounty Asphalt Supply of LI
385 West John Street
2nd Floor
Hicksville, NY 11801

Corazzini Asphalt, Inc.
PO Box 1281
Cutchogue NY 11935

April 21, 2009

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR DRY HYDRATED LIME
(CALCIUM HYDROXIDE)

RESOLUTION # 378

COUNCILWOMAN BLASS offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY:

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for dry hydrated lime; and

WHEREAS, bids were received, opened and read aloud on the 23rd day of March 2009, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for dry hydrated lime (calcium hydroxide) be and is hereby awarded to Long Island Cauliflower Association per the attached; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Long Island Cauliflower Association, 139 Marcy Avenue, Riverhead, New York, 11901.

THE VOTE

Dunleavy Yes No
Wooten Yes No
Blass Yes No
Cardinale Yes No

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

**BID FORM - SPECIFICATIONS FOR:
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

PLEASE READ CAREFULLY

DRY HYDRATED LIME (calcium hydroxide)-delivered and unloaded at sites (Bid may be quoted for Option A or Option B, or both Option A and Option B):

OPTION A:

- | | | |
|----|---|------------------------------|
| 1. | 0 - 200 50-lb. bags of product | |
| | (a) One (1) drop | \$ <u>8.35</u> per 50-lb bag |
| | (b) Two (2) or more drops (maximum of five [5] drops) | \$ <u>8.35</u> per 50-lb bag |
| 2. | 201-400 50-lb. bags of product | |
| | (a) One (1) drop | \$ <u>8.55</u> per 50-lb bag |
| | (b) Two or more drops (maximum of five [5] drops) | \$ <u>8.55</u> per 50-lb bag |

OPTION B:

One drop on-site, on the ground, min. 10 pallets * \$ 8.05 price per pallet *
* must have a forklift

APRIL 21, 2009

TOWN OF RIVERHEAD

Resolution # 379

Adopted

AWARDS BID FOR FOOD & MEAT

offered the following resolution, COUNCILMAN DUNLEAVY

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for FOOD & MEAT for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 11:05 am on February 19, 2009, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for FOOD & MEAT for the Town of Riverhead be and hereby is, awarded to SAVORY FOOD CORP. & MIVILA FOODS for prices found on the attached sheets.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a copy of this resolution to the SAVORY FOODS, INC., MIVILA, INC., and the Purchasing Department.

THE VOTE

Wooten Yes No

Dunleavy

Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
1	APPLE JUICE, 6 OZ	48 CT.		0.00	\$0.00
2	APPLES, FRESH(MAC)	100 CT		31.80	\$0.00
3	APPLES, SLICED, CANNED	6/10		0.00	\$0.00
4	APRICOT HALVES	6/10		0.00	\$0.00
5	ASST. HORS DOUVRES	100 PK		0.00	\$0.00
6	BACON, FRESH, SLICED 1# PKGS.	CASE		0.00	\$0.00
7	BANANAS, FRESH (40 LB.)	CASE		23.60	\$0.00
8	BASIL	26 OZ.		0.00	\$0.00
9	BEANS, FRENCH CUT, FROZEN			0.00	\$0.00
10	BEANS, GARBANZO			0.00	\$0.00
11	BEANS, ITALIAN, FROZEN (2-1/2 LB. PKG.)	12/CS		19.45	\$0.00
12	BEANS, LIMA, FROZEN (25 OZ/PKG.)	12/CS		0.00	\$0.00
13	BEANS, STRING, REG. CUT, FROZ. 2.5 LB. PKG.	12PK/CS		0.00	\$0.00
14	BEANS, WAXED, FROZEN	12/3#		0.00	\$0.00
15	BEANS, WAXED	10# CAN		0.00	\$0.00
16	BEEF, BOTTOM ROUND	4/15#		0.00	\$0.00
17	BEEF, FRESH, CHOPPED 10# PKGS.	6/10#		2.45	\$0.00
18	BEETS, SLICED	6/10		0.00	\$0.00
19	BISCUITS, OVEN READY	175 CT		0.00	\$0.00
20	BOW TIE NOODLES	10 LB.		15.60	\$0.00
21	BREAD CRUMBS, ITALIAN	6/5 LB.		0.00	\$0.00
22	BREADSTICKS, FRENCH	180/1.5 OZ		0.00	\$0.00
23	BROCCOLI SPEARS, FROZEN (3 LB. PKG.)	12/CS		0.00	\$0.00
24	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	12/CS		22.30	\$0.00
25	BROCOLLI FLORETS	12/3#		0.00	\$0.00
26	BRUSSELS SPROUTS, FROZEN 2.5 LB. PKGS.	12/CS		24.68	\$0.00
27	BUTTER PATTIES (IND) 47 CT/17#	47CT/17 LB		no bid	\$0.00
28	CABBAGE (24 CT)	50 LB/CS		0.00	\$0.00
29	CABBAGE, SHREDDED	CASE		19.32	\$0.00
30	CABBAGE, RED	6/10		31.60	\$0.00
31	CAJUN SPICE	22 OZ		0.00	\$0.00
32	CAKE, BROWNIE, SHEET, FROZEN	3/84 OZ		64.90	\$0.00
33	CAKE, CARROT, SHEET, FROZEN	4/96 oz		69.80	\$0.00
34	CAKE, CHEESE	4/CS.		0.00	\$0.00
35	CAKE, CRUMB, SHEET, FROZEN	1 SHEET		17.90	\$0.00
36	CAKE, POUND (4 LB. EACH)			11.97	\$0.00
37	CAKE, POUND INDIVIDUAL	12/4 OZ		13.24	\$0.00
38	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET		17.90	\$0.00
39	CANTALOUPE			no bid	\$0.00
40	CARROT RAISIN SALAD	1/5#		0.00	\$0.00
41	CARROTS, BELGIAN			34.00	\$0.00
42	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/CS		13.97	\$0.00
43	CARROTS, FRESH	6/1#		0.00	\$0.00
44	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/CS		0.00	\$0.00
45	CELERY, FRESH	6 CT		0.00	\$0.00
46	CEREAL, CORN FLAKES (IND.)(Hospitality)	96 CT		21.73	\$0.00
47	CEREAL, CREAM OF WHEAT	12/28 OZ.		0.00	\$0.00
48	CEREAL, OATMEAL	12/48 OZ		26.32	\$0.00
49	CEREAL, RAISIN BRAN (IND) KELLOGG'S Hospitality	96 CT		0.00	\$0.00
50	CEREAL, SPECIAL K	70 CTN.		0.00	\$0.00
51	CEREAL, TOASTED OATS (IND.)	96 CT		21.73	\$0.00
52	CHEESE, AMERICAN LOAF (5 LB.)	LB.		9.70	\$0.00
53	CHEESE, COTTAGE	5 LB TUB		5.25	\$0.00
54	CHEESE, MOZZARELLA 1.88#	5 lb.		2.23	\$0.00
55	CHEESE, PARMESAN, IMPORTED	5 LB. TUB		0.00	\$0.00
56	CHEESE, PARMESAN, PC	200 CT		24.90	\$0.00
57	CHERRIES	1 GAL.		12.85	\$0.00
58	CHEFMATE, SWEET & SOUR	6/64 OZ		43.80	\$0.00
59	CHICKEN CROQUETTES 10#	10#		0.00	\$0.00
60	CHICKEN CUTLETS, ITALIAN STYLE	10#		0.00	\$0.00

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
61	CHICKEN, DICED			32.28	\$0.00
62	CHICKEN, HEALTHY CHOICE	4 PK.		0.00	\$0.00
63	CHICKEN NUGGETS 10 # PKGS.	250		24.88	\$0.00
64	CHICKEN TENDERS	10#		0.00	\$0.00
65	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	LB.		1.55	\$0.00
66	CHILI 12/CS.	50 OZ.		0.00	\$0.00
67	CHOPPED SPINACH	12/3#		0.00	\$0.00
68	CINNAMON	15 OZ.		0.00	\$0.00
69	COD, POTATO CRUST	10 #		0.00	\$0.00
70	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.		44.90	\$0.00
71	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE		0.00	\$0.00
72	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/CS		0.00	\$0.00
73	COOKIES, CHOCOLATE CHIP	10#		0.00	\$0.00
74	COOKIES, OATMEAL	10#		0.00	\$0.00
75	COOKIES, SUGAR 10# BULK	10#		0.00	\$0.00
76	COOKIES, SUGAR FREE VARIETY	5#		24.85	\$0.00
77	COOKIE, OREO, 4-PACK	120 CT.		0.00	\$0.00
78	CORN, COBETTES 96 PK.	96 PK.		0.00	\$0.00
79	CORN, WHOLE KERNEL	6/10		0.00	\$0.00
80	CORN STARCH	24 LB.		0.00	\$0.00
81	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.		0.00	\$0.00
82	CRACKERS, OYSTERETTE TYPE	150 PK		0.00	\$0.00
83	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.		14.80	\$0.00
84	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	6/10		0.00	\$0.00
85	CRANBERRY SAUCE, PC	200		0.00	\$0.00
86	CREAM CHEESE PHILLY	100 PK		0.00	\$0.00
87	CUCUMBERS	5 LB.		5.45	\$0.00
88	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.		0.00	\$0.00
89	DRESSING, CAESAR, CREAMY (GAL. JARS)	4/CS		0.00	\$0.00
90	DRESSING, COLESLAW (GAL. JARS)	4/CS		0.00	\$0.00
91	DRESSING, ITALIAN (4 GAL. JARS)	CASE		0.00	\$0.00
92	DRESSING, ITALIAN, PC	200 CT.		0.00	\$0.00
93	EGGPLANT ROLETTE	1.371428571		0.00	\$0.00
94	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	6/5#		0.00	\$0.00
95	EGGS, LARGE	15 DZ./CS		0.00	\$0.00
96	FILLING, BLUEBERRY	6/10		0.00	\$0.00
97	FISH, BATTER DIPPED	10 LB.		0.00	\$0.00
98	FISH CAKES 9/4.5 LB. 324 CT.	3/24 CT		39.70	\$0.00
99	FISH IN A MINUTE-53/3 OZ.	10 LB		0.00	\$0.00
100	FISH, POLLACK BATTERED	10#		29.80	\$0.00
101	FISH SOLE SCALLOP & CRAB STUFFED	32/5 OZ.		0.00	\$0.00
102	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS		0.00	\$0.00
103	FLOUR	25 LB. BAG		0.00	\$0.00
104	FRENCH TOAST AUNT JEMIMA	144/CS		20.70	\$0.00
105	FROZEN SPINACH	12/3#		0.00	\$0.00
106	FRUIT COCKTAIL	6/10		0.00	\$0.00
107	FRUIT SALAD MEDLEY	2 GAL TUB		0.00	\$0.00
108	GARDEN SALAD MIX	4/5#		19.55	\$0.00
109	FRUIT SALAD, TROPICAL	6/10		0.00	\$0.00
110	GARLIC POWDER	18 OZ.		0.00	\$0.00
111	GRAHAM CRACKERS	200/20 PK		0.00	\$0.00
112	GRAHAM CRACKER CRUMBS	10 LB. BAG		0.00	\$0.00
113	GRAVY MASTER	12/QT/CS		73.00	\$0.00
114	GRAVY, BEEF, CAMPBELL'S (51 OZ. CANS)	12/CS		29.39	\$0.00
115	GRAVY, CHICKEN, CAMPBELL'S (51 OZ. CANS)	12/CS		0.00	\$0.00
116	HAM, BAKED, USGS DELI HAM	LB.		0.00	\$0.00
117	HAM, FRESH, SKINNED & BONELESS, TRIMMED, TIED	2.25#		0.00	\$0.00
118	HAM, OPEN PIT	LB.		0.00	\$0.00
119	HASH, CORNED BEEF	6/10		0.00	\$0.00
120	HOT DOGS, ALL BEEF, SABRETT	PKG.		0.00	\$0.00
121	JELL-O, CITRUS 24 OZ.	12/CS		29.88	\$0.00

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
122	JELL-O, RED 24 OZ.	12/CS		29.88	\$0.00
123	JELLY, MINT	1/4#		0.00	\$0.00
124	JUICE, CRANBERRY SUGAR FREE	3 GAL.		0.00	\$0.00
125	JUICE, ORANGE	3 GAL.		0.00	\$0.00
126	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.		0.00	\$0.00
127	JUICE, PINEAPPLE DOLE (46 OZ)	12/CS		0.00	\$0.00
128	KALE, FROZEN	12/3#		0.00	\$0.00
129	KETCHUP, HEINZ	6/10		0.00	\$0.00
130	KETCHUP, HEINZ (IND)	1000/CS		0.00	\$0.00
131	KIDNEY BEANS (6 LB. CANS)	6/CS		0.00	\$0.00
132	LAMB, LEG, BONELESS, FRESH,AMERICAN			0.00	\$0.00
133	LASAGNA ROLL UPS 53/3OZ.	64/cs		28.70	\$0.00
134	LEMONS, FRESH	140 ct		0.00	\$0.00
135	LETTUCE, ICEBERG (MARKET PRICE)	24/cs		0.00	\$0.00
136	LORNE DOONES	120 pc		0.00	\$0.00
137	MACARONI SALAD	60#		0.00	\$0.00
138	MANICOTTI, CELENTANO	60/2.7 OZ.		0.00	\$0.00
139	MARGARINE, BLOCK	6 lb/30 pk		17.40	\$0.00
140	MAYONNAISE, (IND.) NUGGET	200CT/CS		0.00	\$0.00
141	MAYONNAISE, HELLMANN'S	4/1 gal.		0.00	\$0.00
142	MEATBALLS, OROFINO	2 OZ.		0.00	\$0.00
143	MILK, EVAPORATED	CS/48 TALL		47.60	\$0.00
144	MUSHROOMS, CANNED	6/10		0.00	\$0.00
145	MUSTARD, GULDEN'S	CASE/4 GAL		0.00	\$0.00
146	MUSTARD, GULDEN'S (IND.)	500 CS		0.00	\$0.00
147	NUTMEG	16 OZ.		0.00	\$0.00
148	OATMEAL RAISIN COOKIES	100 PC.		0.00	\$0.00
149	OLIVES, GREEN (125 CT)	1 GAL.		0.00	\$0.00
150	OMELETS, PLAIN	84/3 OZ		30.65	\$0.00
151	ONION POWDER	19 oz.		0.00	\$0.00
152	ONIONS, PEARL, FROZEN, 12/2LB.	CS		0.00	\$0.00
153	ONIONS, SPANISH, FRESH 50#	10# BAG		7.30	\$0.00
154	ORANGES, FRESH	100/CS		24.55	\$0.00
155	ORANGES, MANDARIN	6/CS		0.00	\$0.00
156	OREGANO	16 OZ.		0.00	\$0.00
157	PAM SPRAY	6/16.5		0.00	\$0.00
158	PANCAKE, DOWNYFLAKE	144/CS.		0.00	\$0.00
159	PAPRIKA	16 OZ.		0.00	\$0.00
160	PARSLEY, FLAKES	11 OZ.		0.00	\$0.00
161	PARSLEY, FRESH	6 CT.		3.88	\$0.00
162	PASTA, EGG NOODLES	10 LB. BOX		0.00	\$0.00
163	PASTA, ELBOW MACARONI	20 LB. BOX		0.00	\$0.00
164	PASTA, ROTINI	20 LB. BOX		0.00	\$0.00
165	PASTA, SHELLS, MEDIUM	20 LB. BOX		0.00	\$0.00
166	PASTA, SPAGHETTI	20 LB. BOX		0.00	\$0.00
167	PASTA, TRI-COLOR MACARONI	10 LB. BOX		28.90	\$0.00
168	PASTA, ZITI	20 LB. BOX		0.00	\$0.00
169	PEACHES, SLICED,NATURAL,NO SUGAR	6/10		0.00	\$0.00
170	PEANUT BUTTER, NUGGET (5 LB.)	6/CS		0.00	\$0.00
171	PEAR HALVES,NATURAL, NO SUGAR	6/10		0.00	\$0.00
172	PEARS, DICED,NATURAL, NO SUGAR	6/10		0.00	\$0.00
173	PEAS & CARROTS, FROZEN	6/10		0.00	\$0.00
174	PEPPER STRIPS	6/10		0.00	\$0.00
175	PEPPER, BLACK	16 OZ.		0.00	\$0.00
176	PEPPER STEAK, THIN SLICED	PKG.		34.70	\$0.00
177	PEPPERS, FRESH GREEN	25 LBS.		0.00	\$0.00
178	PICKLE SPEARS 5 GAL.	5 GAL.		0.00	\$0.00
179	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/CS		0.00	\$0.00
180	PIE. COCONUT CUSTARD	6/10"		28.90	\$0.00
181	PIE FILLING, CHERRY	6/#10		0.00	\$0.00
182	PIE. PEACH	6/10"		28.75	\$0.00

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
183	PIE SHELLS, FROZEN 10"	10"		0.00	\$0.00
184	PIE, PUMPKIN	10"		27.85	\$0.00
185	PIE, SWEET POTATO SPECIAL ORDER	6/10"		0.00	\$0.00
186	PIES, MRS. SMITH, APPLE 10"	6/CS		26.45	\$0.00
187	PINEAPPLE CHUNKS	6/10		0.00	\$0.00
188	PINEAPPLE SLICED	6/10		38.60	\$0.00
189	PLUMS, WHOLE PURPLE, DIET & REG.	6/10		0.00	\$0.00
190	POPCORN, VENDING	72 CT.		0.00	\$0.00
191	PORK CHOPS, FRESH, CENTER CUT 1/2"	LB.		33.80	\$0.00
192	PORK PATTIES, RIB-B-QUE, COOKED	CASE		0.00	\$0.00
193	PORK & BEANS	6/10		0.00	\$0.00
194	PORK PATTIES BREADED	72 /3 OZ.		46.80	\$0.00
195	POTATO CHIPS	104 CT.		0.00	\$0.00
196	POTATO CRUST COD	10#		66.35	\$0.00
197	POTATOES, DICED	6/10		0.00	\$0.00
198	POTATOES, FRESH, IDAHO	50#		0.00	\$0.00
199	POTATOES, HASH BROWN PATTY	240 CT		33.45	\$0.00
200	POTATOES, INSTANT	6/10		0.00	\$0.00
201	POTATOES, REDS	50 LB.		0.00	\$0.00
202	POTATO SALAD	10 LB		0.00	\$0.00
203	POTATO SKINS 10 LB. RED SKIN	4/4#		0.00	\$0.00
204	POTATOES, FRESH PEELED	30#		0.00	\$0.00
205	POTATOES, SLICED	6/10		0.00	\$0.00
206	POTATOES, SWEET, YAMS	6/10		0.00	\$0.00
207	POTATOES, WHOLE 70-80 CT	6/10		0.00	\$0.00
208	PRETZEL, VENDING	88 CT.		0.00	\$0.00
209	PUDDING, BANANA	6/10		0.00	\$0.00
210	PUDDING, BUTTERSCOTCH	6/10		0.00	\$0.00
211	PUDDING, CHOCOLATE	6/10		0.00	\$0.00
212	PUDDING, LEMON	6/10		0.00	\$0.00
213	PUDDING, RICE	6/10		0.00	\$0.00
214	PUDDING, TAPIOCA	6/10		0.00	\$0.00
215	PUDDING, VANILLA	6/10		0.00	\$0.00
216	RAISINS	30 LBS.		0.00	\$0.00
217	RAVIOLI, CANNED	6/10		0.00	\$0.00
218	RELISH	4 GAL./CS		0.00	\$0.00
219	RELISH (INDIVIDUAL)	200/CS		0.00	\$0.00
220	RICE, MEXICAN FIESTA			0.00	\$0.00
221	RICE, GARDEN BLEND			0.00	\$0.00
222	RICE PILAF	6/36 OZ.		0.00	\$0.00
223	RICE, SPANISH SPECIAL ORDER			0.00	\$0.00
224	RICE, UNCLE BEN'S	25 LB. BAG		0.00	\$0.00
225	RICE, WILD (36 OZ. PKG.)	6/CS		36.65	\$0.00
226	RINSE	5 GAL.		103.00	\$0.00
227	ROLLS, HOT DOG (12 PKGS.)	144 CT.		16.75	\$0.00
228	ROLLS, DINNER	120 CT.		19.90	\$0.00
229	SALAD, THREE BEAN (FRESH)	PECIAL ORDER		0.00	\$0.00
230	ROLLS, HAMBURGER 120 COUNT	10 PK/CS		0.00	\$0.00
231	SALISBURY STEAK, 4 OZ. NO GRAVY	CASE		0.00	\$0.00
232	SALT	24/26 OZ.		0.00	\$0.00
233	SALT, SEASONED LAWRY'S	2.5#		0.00	\$0.00
234	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10		0.00	\$0.00
235	SAUCE, BBQ (4 GAL. JARS) OPEN PIT	CASE		0.00	\$0.00
236	SAUCE, CHEESE, CAMPBELL'S	6/10		38.55	\$0.00
237	SAUCE, SPAGHETTI	6/10		0.00	\$0.00
238	SAUCE, TOMATO	6/10		0.00	\$0.00
239	SAUCE, WORCESTERSHIRE (1 GAL.)	4/CS		16.56	\$0.00
240	SAUERKRAUT	6/10		0.00	\$0.00
241	SAUSAGE LINKS, COOKED	200.8 oz		0.00	\$0.00
242	SAUSAGE PATTIES	CASE		0.00	\$0.00
243	SAUSAGE, ITALIAN 5# PKGS.	PKG.		0.00	\$0.00

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
244	SAUSAGE, POLISH, 10# PKGS.	PKG.		0.00	\$0.00
245	SEA LEG SUPREME	2.5# BOX		4.80	\$0.00
246	SHELLS, STUFFED, MEDIUM	92/1.75		21.70	\$0.00
247	SHREDDED CABBAGE	20#		19.32	\$0.00
248	SHORT RIBS COOKED	6.3 34#		48.80	\$0.00
249	SOUP BASE, CREAMED, KNORR	6/2 LB		0.00	\$0.00
250	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.	12/CS		0.00	\$0.00
252	SOUP, MANHATTAN CLAM, CAMPBELL'S-LG 51 OZ.	12/CS		0.00	\$0.00
253	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.	12/CS		0.00	\$0.00
254	SOUP, CREAM/MUSHROOM, CAMPBELL'S-LG 51 OZ.	12/CS		0.00	\$0.00
255	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	12/CS		0.00	\$0.00
256	SOUR CREAM	5 LB. CONT		0.00	\$0.00
257	SOY SAUCE (1 GAL. JAR)	6/64 OZ		14.55	\$0.00
258	SPANISH RICE, UNCLE BEN'S	6/36 OZ.		0.00	\$0.00
259	SQUASH, YELLOW, SLICED, FROZEN (3 LB. PKG.)	12/CS		0.00	\$0.00
260	STRAWBERRY SORBET			0.00	\$0.00
261	STRAWBERRIES, SLICED, FROZEN (6.5 OZ.)	6/CS		41.46	\$0.00
262	STRINGBEANS	6#10		0.00	\$0.00
263	STUFFING, UNCLE BEN'S (1 LB. BAGS)	6 CS		0.00	\$0.00
264	SUGAR, 5 LB. PKG.	8/5#		0.00	\$0.00
265	SUGAR, BROWN 1 LB. PKG.	24/1#		0.00	\$0.00
266	SUGAR, IND.	2000 CT		0.00	\$0.00
267	SUN CUP PUNCH	72/4 OZ.		0.00	\$0.00
268	SUNCUP CRANBERRY	72/4OZ.		0.00	\$0.00
269	SUN CUP APPLE	72/4OZ.		0.00	\$0.00
270	SUN CUP LEMONADE	48/6 OZ.		10.80	\$0.00
271	SUN CUP PINE/ORANGE	72/4OZ.		0.00	\$0.00
272	SUPER CHICKEN	12#		0.00	\$0.00
273	SWEET & LOW (2 PKG./3000))	3000 CT.		0.00	\$0.00
274	SYRUP, MAPLE, IND. PKG. MRS. BUTTERWORTH	100/CS		0.00	\$0.00
275	SYRUP, PANCAKE (1 GAL)	100/CS		0.00	\$0.00
276	TART SHELLS, BURRY 3"	72 PK.		0.00	\$0.00
277	TARTAR SAUCE, PC			0.00	\$0.00
278	TEA, LIPTON	10/100		0.00	\$0.00
279	TERIYAKI GLAZE	6/5#		0.00	\$0.00
280	THYME	33 OZ.		0.00	\$0.00
281	TOMATO PASTE	6/10		0.00	\$0.00
282	TOMATO PUREE	6/10		0.00	\$0.00
283	TOMATOES, BEEFSTEAK	25#		0.00	\$0.00
284	TOMATOES, CHERRY-6 PACK	12/PT.		0.00	\$0.00
285	TOMATOES, WHOLE	6/10		0.00	\$0.00
286	TURKEY, BREAST	2/9#		2.89	\$0.00
287	TURNIPS, FROZEN	2.5#		0.00	\$0.00
288	VANILLA FLAVORING (IMITATION)	1 GAL.		0.00	\$0.00
289	VEAL PATTIES, BREADED, 4 OZ. 40/CS.	CASE		0.00	\$0.00
290	VEGETABLE OIL (GAL. JARS)	6/CS		0.00	\$0.00
291	VEGETABLES, MIXED	0.6		0.00	\$0.00
292	VEGETABLE, ITALIAN BLEND, FROZEN (2 LB. BAG)	12/CS		20.56	\$0.00
293	VEGETABLE, NORMANDY BLEND, FROZ.(2LB. BAG)	12/CS		21.24	\$0.00
294	VEGETABLE, SCANDINAVIAN BLEND, FROZ.(2 LBS.)	12/CS		22.30	\$0.00
295	VIRGINIA HAM	#		0.00	\$0.00
296	VINEGAR, WHITE, 1 GAL.	4/1 GAL.		0.00	\$0.00
297	WAFFLE, EGGO	120 CT.		0.00	\$0.00
298	WATER	24/16 OZ		0.00	\$0.00
299	WATER, BOTTLED SPRING	48/8 OZ		0.00	\$0.00
300	WATERMELON, WHOLE X LARGE	MARKET		0.00	\$0.00
301	WHIPPED CREAM, EVERFRESH (15 OZ.)	12/CS		0.00	\$0.00
302	WHIPPED TOPPING, EVERY READY	12QT/CS		0.00	\$0.00
303	YOGURT, ALL LOW FAT, FLAVORS	12/8OZ.		8.61	\$0.00
304	ZUCCHINI & TOMATOES	6/10		0.00	\$0.00
305	ZUCCHINI, SLICED, FROZEN (3 LB. PKG.)	3#		0.00	\$0.00

MIVILA ORDER FORM 2009

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	
1	APPLE JUICE, 6 OZ	48 CT.		16.75	\$0.00	
2	APPLES, FRESH(MAC)	100 CT		0.00	\$0.00	
3	APPLES, SLICED, CANNED	6/10		25.85	\$0.00	
4	APRICOT HALVES	6/10		27.75	\$0.00	
5	ASST. HORS DOUVRES	100 PK		25.85	\$0.00	
6	BACON, FRESH, SLICED 1# PKGS.	CASE		32.85	\$0.00	15 LB. CASE
7	BANANAS, FRESH (40 LB.)	CASE		0.00	\$0.00	
8	BASIL	26 OZ.		4.50	\$0.00	24 OZ.
9	BEANS, FRENCH CUT, FROZEN			24.90	\$0.00	
10	BEANS, GARBANZO			17.95	\$0.00	
11	BEANS, ITALIAN, FROZEN (2-1/2 LB. PKG.)	12/CS		0.00	\$0.00	2# PKGS.
12	BEANS, LIMA, FROZEN (25 OZ/PKG.)	12/CS		35.70	\$0.00	
13	BEANS, STRING, REG. CUT, FROZ. 2.5 LB. PKG.	12PK/CS		0.00	\$0.00	
14	BEANS, WAXED, FROZEN	12/3#		25.50	\$0.00	12/2.5#
15	BEANS, WAXED	10# CAN		26.95	\$0.00	
16	BEEF, BOTTOM ROUND	4/15#		2.89	\$0.00	
17	BEEF, FRESH, CHOPPED 10# PKGS.	6/10#		0.00	\$0.00	
18	BEETS, SLICED	6/10		17.85	\$0.00	
19	BISCUITS, OVEN READY	175 CT		15.90	\$0.00	120 CT.
20	BOW TIE NOODLES	10 LB.		0.00	\$0.00	
21	BREAD CRUMBS, ITALIAN	6/5 LB.		27.95	\$0.00	
22	BREADSTICKS, FRENCH	180/1.5 OZ		18.72	\$0.00	
23	BROCCOLI SPEARS, FROZEN (3 LB. PKG.)	12/CS		0.00	\$0.00	
24	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	12/CS		19.20	\$0.00	3# PKGS.
25	BROCOLLI FLORETS	12/3#		0.00	\$0.00	
26	BRUSSELS SPROUTS, FROZEN 2.5 LB. PKGS.	12/CS		0.00	\$0.00	
27	BUTTER PATTIES (IND) 47 CT/17#	47CT/17 LB		44.03	\$0.00	
28	CABBAGE (24 CT)	50 LB/CS		19.75	\$0.00	
29	CABBAGE, SHREDDED			0.00	\$0.00	
30	CABBAGE, RED	6/10		0.00	\$0.00	
31	CAJUN SPICE	22 OZ		3.85	\$0.00	
32	CAKE, BROWNIE, SHEET, FROZEN	3/84 OZ		0.00	\$0.00	
33	CAKE, CARROT, SHEET, FROZEN	4/96 oz		0.00	\$0.00	
34	CAKE, CHEESE	4/CS.		57.90	\$0.00	
35	CAKE, CRUMB, SHEET, FROZEN	1 SHEET		0.00	\$0.00	
36	CAKE, POUND (4 LB. EACH)			0.00	\$0.00	12/16 OZ (10")
37	CAKE, POUND INDIVIDUAL	12/4 OZ		0.00	\$0.00	
38	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET		0.00	\$0.00	
39	CANTALOUPE	EACH		3.50	\$0.00	
40	CARROT RAISIN SALAD	1/5#		9.85	\$0.00	
41	CARROTS, BELGIAN			0.00	\$0.00	
42	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/CS		0.00	\$0.00	
43	CARROTS, FRESH	6/1#		3.60	\$0.00	
44	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/CS		16.80	\$0.00	
45	CELERY, FRESH	6 CT		8.50	\$0.00	
46	CEREAL, CORN FLAKES (IND.)(Hospitality)	96 CT		0.00	\$0.00	
47	CEREAL, CREAM OF WHEAT	12/28 OZ.		39.85	\$0.00	
48	CEREAL, OATMEAL	12/48 OZ		0.00	\$0.00	
49	CEREAL, RAISIN BRAN (IND) KELLOGG'S Hospitality	96 CT		22.95	\$0.00	
50	CEREAL, SPECIAL K	70 CTN.		22.95	\$0.00	
51	CEREAL, TOASTED OATS (IND.)	96 CT		0.00	\$0.00	
52	CHEESE, AMERICAN LOAF (5 LB.)	LB.		0.00	\$0.00	
53	CHEESE, COTTAGE	5 LB TUB		0.00	\$0.00	
54	CHEESE, MOZZARELLA 1.88#	5 lb.		0.00	\$0.00	
55	CHEESE, PARMESAN, IMPORTED	5 LB. TUB		18.65	\$0.00	
56	CHEESE, PARMESAN, PC	200 CT		0.00	\$0.00	
57	CHERRIES	1 GAL.		0.00	\$0.00	
58	CHEFMATE, SWEET & SOUR	6/64 OZ		0.00	\$0.00	
59	CHICKEN CROQUETTES 10#	10#		29.85	\$0.00	
60	CHICKEN CUTLETS, ITALIAN STYLE	10#		25.90	\$0.00	
61	CHICKEN, DICED			0.00	\$0.00	
62	CHICKEN, HEALTHY CHOICE	4 PK.		0.00	\$0.00	
63	CHICKEN NUGGETS 10 # PKGS.	250		0.00	\$0.00	
64	CHICKEN TENDERS	10#		29.75	\$0.00	
65	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	LB.		0.00	\$0.00	
66	CHILI 12/CS.	50 OZ.		65.90	\$0.00	
67	CHOPPED SPINACH	12/3#		22.32	\$0.00	
68	CINNAMON	15 OZ.		2.95	\$0.00	16 OZ.
69	COD, POTATO CRUST	10 #		0.00	\$0.00	
70	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.		0.00	\$0.00	24/14/ OZ.
71	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE		48.75	\$0.00	
72	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/CS		27.36	\$0.00	

MIVILA ORDER FORM 2009

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	
73	COOKIES, CHOCOLATE CHIP	10#		16.75	\$0.00	
74	COOKIES, OATMEAL	10#		14.85	\$0.00	
75	COOKIES, SUGAR 10# BULK	10#		14.85	\$0.00	
76	COOKIES, SUGAR FREE VARIETY	5#		0.00	\$0.00	
77	COOKIE, OREO, 4-PACK	120 CT.		38.75	\$0.00	
78	CORN, COBETTES 96 PK.	96 PK.		15.90	\$0.00	
79	CORN, WHOLE KERNEL	6/10		19.85	\$0.00	
80	CORN STARCH	24 LB.		16.85	\$0.00	
81	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.		37.90	\$0.00	
82	CRACKERS, OYSTERETTE TYPE	150 PK		12.95	\$0.00	
83	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.		0.00	\$0.00	
84	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	6/10		26.95	\$0.00	RUBY KIST
85	CRANBERRY SAUCE, PC	200		10.95	\$0.00	
86	CREAM CHEESE PHILLY	100 PK		19.85	\$0.00	
87	CUCUMBERS	5 LB.		0.00	\$0.00	
88	DANISH, ASSTD. FRÖZEN, WRAPPED	24 CT.		14.75	\$0.00	
89	DRESSING, CAESAR, CREAMY (GAL. JARS)	4/CS		39.85	\$0.00	
90	DRESSING, COLESLAW (GAL. JARS)	4/CS		39.85	\$0.00	
91	DRESSING, ITALIAN (4 GAL. JARS)	CASE		23.85	\$0.00	
92	DRESSING, ITALIAN, PC	200 CT.		4.85	\$0.00	
93	EGGPLANT ROLETTE			0.00	\$0.00	10.5# CASE
94	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	6/5#		26.70	\$0.00	
95	EGGS, LARGE	15 DZ./CS		0.00	\$0.00	
96	FILLING, BLUEBERRY	6/10		76.75	\$0.00	
97	FISH, BATTER DIPPED	10 LB.		0.00	\$0.00	
98	FISH CAKES 9/4.5 LB. 324 CT.	3/24 CT		0.00	\$0.00	
99	FISH IN A MINUTE-53/3 OZ.	10 LB		0.00	\$0.00	
100	FISH, POLLACK BATTERED	10#		0.00	\$0.00	
101	FISH SOLE SCALLOP & CRAB STUFFED	32/5 OZ.		48.90	\$0.00	
102	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS		0.00	\$0.00	LIGHT TUNA
103	FLOUR	25 LB. BAG		9.25	\$0.00	
104	FRENCH TOAST AUNT JEMIMA	144/CS		0.00	\$0.00	MRS. BUTTERWORTH
105	FROZEN SPINACH	12/3#		21.60	\$0.00	
106	FRUIT COCKTAIL	6/10		24.95	\$0.00	
107	FRUIT SALAD MEDLEY	2 GAL TUB		31.85	\$0.00	
108	GARDEN SALAD MIX	4/5#		19.55	\$0.00	
109	FRUIT SALAD, TROPICAL	6/10		26.85	\$0.00	
110	GARLIC POWDER	18 OZ.		2.95	\$0.00	16 OZ.
111	GRAHAM CRACKERS	200/20 PK		19.85	\$0.00	200/2PK.
112	GRAHAM CRACKER CRUMBS	10 LB. BAG		16.95	\$0.00	
113	GRAVY MASTER	12/QT/CS		0.00	\$0.00	
114	GRAVY, BEEF, CAMPBELL'S (51 OZ. CANS)	12/CS		0.00	\$0.00	
115	GRAVY, CHICKEN, CAMPBELL'S (51 OZ. CANS)	12/CS		27.90	\$0.00	
116	HAM, BAKED, USGS DELI HAM	LB.		1.49	\$0.00	
117	HAM, FRESH, SKINNED & BONELESS, TRIMMED, TIED	2.25#		1.89	\$0.00	
118	HAM, OPEN PIT	LB.		2.19	\$0.00	
119	HASH, CORNED BEEF	6/10		54.90	\$0.00	
120	HOT DOGS, ALL BEEF, SABRETT	PKG.		12.95	\$0.00	5# PKGS.
121	JELL-O CITRUS	12/CS		0.00	\$0.00	EMBASSY
122	JELL-O, RED 24 OZ.	12/CS		0.00	\$0.00	
123	JELLY, MINT	1/4#		4.85	\$0.00	
124	JUICE, CRANBERRY SUGAR FREE	3 GAL.		62.00	\$0.00	
125	JUICE, ORANGE	3 GAL.		52.00	\$0.00	3 GAL.
126	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.		10.95	\$0.00	
127	JUICE, PINEAPPLE DOLE (46 OZ)	12/CS		17.95	\$0.00	
128	KALE, FROZEN	12/3#		24.84	\$0.00	
129	KETCHUP, HEINZ	6/10		23.85	\$0.00	
130	KETCHUP, HEINZ (IND)	1000/CS		24.50	\$0.00	
131	KIDNEY BEANS (6 LB. CANS)	6/CS		19.25	\$0.00	
132	LAMB, LEG, BONELESS, FRESH, AMERICAN			0.00	\$0.00	
133	LASAGNA ROLL UPS 53/30Z.	64/cs		0.00	\$0.00	60 CS.
134	LEMONS, FRESH	140 ct		0.00	\$0.00	
135	LETTUCE, ICEBERG (MARKET PRICE)	24/cs		24.00	\$0.00	UNCOOKED 4OZ.
136	LORNE DOONES	120 pc		33.95	\$0.00	
137	MACARONI SALAD	60#		9.50	\$0.00	10# TUB
138	MANICOTTI, CELENTANO	60/2.7 OZ.		21.95	\$0.00	CUCINA ROYALE
139	MARGARINE, BLOCK	6 lb/30 pk		0.00	\$0.00	
140	MAYONNAISE, (IND.) NUGGET	200CT/CS		5.60	\$0.00	WINSTON BRAND
141	MAYONNAISE, HELLMANN'S	4/1 gal.		51.90	\$0.00	
142	MEATBALLS, ITALIAN	CASE		25.90	\$0.00	1.5 OZ./10#
143	MILK, EVAPORATED	CS/48 TALL		0.00	\$0.00	
144	MUSHROOMS, CANNED	6/10		33.50	\$0.00	
145	MUSTARD, GULDEN'S	CASE/4 GAL		25.85	\$0.00	

MIVILA ORDER FORM 2009

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	
146	MUSTARD, GULDEN'S (IND.)	500 CS		15.50	\$0.00	
147	NUTMEG	16 OZ.		5.85	\$0.00	
148	OATMEAL RAISIN COOKIES	100 PC.		16.35	\$0.00	
149	OLIVES, GREEN (125 CT)	1 GAL.		9.95	\$0.00	
150	OMLETTES, PLAIN	84/3 OZ		0.00	\$0.00	
151	ONION POWDER	19 oz.		2.89	\$0.00	1#
152	ONIONS, PEARL, FROZEN, 12/2LB.	CS		33.95	\$0.00	12/2.5#
153	ONIONS, SPANISH, FRESH 50#	10# BAG		0.00	\$0.00	
154	ORANGES, FRESH	100/CS		0.00	\$0.00	
155	ORANGES, MANDARIN	6/CS		20.95	\$0.00	
156	OREGANO	16 OZ.		4.50	\$0.00	
157	PAM SPRAY	6/16.5		18.90	\$0.00	
158	PANCAKE, DOWNYFLAKE	144/CS.		15.95	\$0.00	MRS. BUTTERWORTH
159	PAPRIKA	16 OZ.		2.85	\$0.00	
160	PARSLEY, FLAKES	11 OZ.		5.95	\$0.00	12 oz.
161	PARSLEY, FRESH	6 CT.		0.00	\$0.00	
162	PASTA, EGG NOODLES	10 LB. BOX		9.75	\$0.00	
163	PASTA, ELBOW MACARONI	20 LB. BOX		15.85	\$0.00	
164	PASTA, ROTINI	20 LB. BOX		15.75	\$0.00	
165	PASTA, SHELLS, MEDIUM	20 LB. BOX		15.75	\$0.00	
166	PASTA, SPAGHETTI	20 LB. BOX		15.85	\$0.00	
167	PASTA, TRI-COLOR MACARONI	10 LB. BOX		0.00	\$0.00	
168	PASTA, ZITI	20 LB. BOX		15.75	\$0.00	
169	PEACHES, SLICED, NATURAL, NO SUGAR	6/10		28.90	\$0.00	
170	PEANUT BUTTER, NUGGET (5 LB.)	6/CS		38.90	\$0.00	
171	PEAR HALVES, NATURAL, NO SUGAR	6/10		22.95	\$0.00	
172	PEARS, DICED, NATURAL, NO SUGAR	6/10		20.95	\$0.00	
173	PEAS & CARROTS			21.95	\$0.00	
174	PEPPER STRIPS			25.85	\$0.00	
175	PEPPER, BLACK	6/10		4.19	\$0.00	
176	PEPPER STEAK, THIN SLICED	PKG.		0.00	\$0.00	
177	PEPPERS, FRESH GREEN	25 LBS.		25.85	\$0.00	
178	PICKLE SPEARS 5 GAL.	5 GAL.		21.90	\$0.00	
179	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/CS		17.95	\$0.00	1 gal. jars PACKER
180	PIE, COCONUT CUSTARD	6/10"		28.90	\$0.00	
181	PIE FILLING, CHERRY	6/#10		65.85	\$0.00	
182	PIE, PEACH	6/10"		0.00	\$0.00	
183	PIE SHELLS, FROZEN 10"	10"		23.85	\$0.00	20/CS
184	PIE, PUMPKIN	10"		0.00	\$0.00	
185	PIE, SWEET POTATO SPECIAL ORDER	6/10"		37.95	\$0.00	6/10"
186	PIES, MRS. SMITH, APPLE 10"	6/CS		0.00	\$0.00	
187	PINEAPPLE CHUNKS	6/10		21.95	\$0.00	
188	PINEAPPLE SLICED	6/10		23.85	\$0.00	
189	PLUMS, WHOLE PURPLE, DIET & REG.	6/10		0.00	\$0.00	
190	POPCORN, VENDING	72 CT.		14.95	\$0.00	
191	PORK CHOPS, FRESH, CENTER CUT 1/2"	LB.		0.00	\$0.00	
192	PORK PATTIES, RIB-B-QUE, COOKED	CASE		0.00	\$0.00	
193	PORK & BEANS	6/10		19.85	\$0.00	
194	PORK PATTIES BREADED	72 /3 OZ.		0.00	\$0.00	
195	POTATO CHIPS	104 CT.		13.95	\$0.00	72 CT.
196	POTATO CRUST COD	10#		0.00	\$0.00	
197	POTATOES, DICED	6/10		23.85	\$0.00	
198	POTATOES, FRESH, IDAHO	50#		16.95	\$0.00	
199	POTATOES, HASH BROWN PATTY	240 CT		0.00	\$0.00	192 CT.
200	POTATOES, INSTANT	6/10		36.85	\$0.00	
201	POTATOES, REDS	50 LB.		21.95	\$0.00	
202	POTATO SALAD	10 LB		9.50	\$0.00	
203	POTATO SKINS 10 LB.	4/4#		36.95	\$0.00	10# CASE
204	POTATOES, FRESH PEELED	30#		0.00	\$0.00	
205	POTATOES, SLICED	6/10		25.85	\$0.00	
206	POTATOES, SWEET, YAMS	6/10		25.85	\$0.00	CUT
207	POTATOES, WHOLE	6/10		27.85	\$0.00	
208	PRETZEL, VENDING	88 CT.		13.95	\$0.00	72/1 OZ.
209	PUDDING, BANANA	6/10		17.95	\$0.00	
210	PUDDING, BUTTERSCOTCH	6/10		17.95	\$0.00	
211	PUDDING, CHOCOLATE	6/10		17.95	\$0.00	
212	PUDDING, LEMON	6/10		19.85	\$0.00	
213	PUDDING, RICE	6/10		23.85	\$0.00	
214	PUDDING, TAPIOCA	6/10		20.95	\$0.00	
215	PUDDING, VANILLA	6/10		17.95	\$0.00	
216	RAISINS	30 LBS.		38.70	\$0.00	
217	RAVIOLI, CANNED	6/10		26.85	\$0.00	
218	RELISH	4 GAL./CS		16.95	\$0.00	

MIVILA ORDER FORM 2009

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	
219	RELISH (INDIVIDUAL)	200/CS		4.95	\$0.00	
220	RICE, MEXICAN FIESTA			33.95	\$0.00	
221	RICE, GARDEN BLEND			48.75	\$0.00	
222	RICE PILAF	6/36 OZ.		28.95	\$0.00	
223	RICE, SPANISH SPECIAL ORDER			45.85	\$0.00	
224	RICE, UNCLE BEN'S	25 LB. BAG		23.85	\$0.00	PAR EXCELLENCE
225	RICE, WILD (36 OZ. PKG.)	6/CS		0.00	\$0.00	
226	RINSE	5 GAL.		0.00	\$0.00	
227	ROLLS, HOT DOG (12 PKGS.)	144 CT.		0.00	\$0.00	
228	ROLLS, DINNER	120 CT.		0.00	\$0.00	
229	ROLLS, HAMBURGER 120 COUNT	10 PK/CS		16.95	\$0.00	
230	SALISBURY STEAK, 4 OZ. NO GRAVY	CASE		25.90	\$0.00	
231	SALT	24/26 OZ.		9.85	\$0.00	
232	SALT, SEASONED LAWRY'S	2.5#		13.75	\$0.00	5# PKG.
233	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10		23.85	\$0.00	
234	SAUCE, BBQ (4 GAL. JARS) OPEN PIT	CASE		35.00	\$0.00	BRANDING IRON
235	SAUCE, CHEESE, CAMPBELL'S	6/10		0.00	\$0.00	
236	SAUCE, SPAGHETTI	6/10		16.95	\$0.00	
237	SAUCE, TOMATO	6/10		16.85	\$0.00	
238	SAUCE, WORCESTERSHIRE (1 GAL.)	4/CS		0.00	\$0.00	
239	SAUERKRAUT	6/10		18.35	\$0.00	
240	SAUSAGE LINKS, COOKED	200.8 oz		18.90	\$0.00	160/1 OZ.
241	SAUSAGE PATTIES	CASE		18.90	\$0.00	2 OZ.
242	SAUSAGE, ITALIAN 5# PKGS.	PKG.		18.90	\$0.00	
243	SAUSAGE, POLISH, 10# PKGS.	PKG.		24.90	\$0.00	
244	SEA LEG SUPREME	2.5# BOX		0.00	\$0.00	
245	SHELLS, STUFFED, MEDIUM	92/1.75		0.00	\$0.00	96/2 OZ.
246	SHREDDED CABBAGE	20#		0.00	\$0.00	
247	SHORT RIBS COOKED	6.3 34#		0.00	\$0.00	
248	SIRLOIN PATTIES, 4 OZ.	10# BOX		0.00	\$0.00	NO BID
249	SORBET, ORANGE			0.00	\$0.00	
250	SOUP BASE, CREAMED, KNORR	6/2 LB		65.99	\$0.00	
251	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.	12/CS		0.00	\$0.00	HEINZ
252	SOUP, MANHATTAN CLAM, CAMPBELL'S-LG 51 OZ.	12/CS		49.85	\$0.00	HEINZ
253	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.	12/CS		37.95	\$0.00	HEINZ
254	SOUP, CREAM/MUSHROOM, CAMPBELL'S-LG 51 OZ.	12/CS		39.85	\$0.00	HEINZ
255	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	12/CS		42.95	\$0.00	HEINZ
256	SOUR CREAM	5 LB. CONT		5.25	\$0.00	
257	SOY SAUCE (1 GAL. JAR)	6/64 OZ		0.00	\$0.00	
258	SPANISH RICE, UNCLE BEN'S	6/36 OZ.		45.85	\$0.00	
259	SQUASH, YELLOW, SLICED, FROZEN (3 LB. PKG.)	12/CS		28.08	\$0.00	
260	STRAWBERRY SORBET			0.00	\$0.00	
261	STRAWBERRIES, SLICED, FROZEN (6.5 OZ.)	6/CS		0.00	\$0.00	
262	STRINGBEANS	6#10		18.75	\$0.00	
263	STUFFING, UNCLE BEN'S (1 LB. BAGS)	6 CS		27.85	\$0.00	28 OZ. 6/CS
264	SUGAR, 5 LB. PKG.	8/5#		21.85	\$0.00	
265	SUGAR, BROWN 1 LB. PKG.	24/1#		19.85	\$0.00	
266	SUGAR, IND.	2000 CT		9.75	\$0.00	
267	SUN CUP PUNCH	72/4 OZ.		9.95	\$0.00	
268	SUN CUP CRANBERRY	72/4 OZ.		11.95	\$0.00	
269	SUN CUP APPLE	72/4 OZ.		10.35	\$0.00	
270	SUN CUP LEMONADE	48/6 OZ.		0.00	\$0.00	
271	SUN CUP PINE/ORANGE	72/4 OZ.		10.95	\$0.00	
272	SUPER CHICKEN	12#		52.90	\$0.00	15#
273	SWEET & LOW (2 PKG./3000))	3000 CT.		17.95	\$0.00	2000 CT.
274	SYRUP, MAPLE, IND. PKG. MRS. BUTTERWORTH	100/CS		10.85	\$0.00	
275	SYRUP, PANCAKE (1 GAL)	100/CS		4.95	\$0.00	
276	TART SHELLS, BERRY 3"	72 PK.		17.95	\$0.00	KELLOGG
277	TARTAR SAUCE, PC			10.85	\$0.00	
278	TEA, LIPTON	10/100		29.95	\$0.00	
279	TERIYAKI GLAZE	6/5#		38.75	\$0.00	
280	THYME	33 OZ.		4.95	\$0.00	16 OZ.
281	TOMATO PASTE	6/10		26.85	\$0.00	
282	TOMATO PUREE	6/10		16.95	\$0.00	
283	TOMATOES, BEEFSTEAK	25#		25.85	\$0.00	
284	TOMATOES, CHERRY-6 PACK	12/PT.		21.00	\$0.00	
285	TOMATOES, WHOLE	6/10		16.95	\$0.00	
286	TURKEY, BREAST	2/9#		0.00	\$0.00	
287	TURNIPS, FROZEN	2.5#		15.60	\$0.00	12/2#
288	VANILLA FLAVORING (IMITATION)	1 GAL.		3.85	\$0.00	
289	VEAL PATTIES, BREADED, 4 OZ. 40/CS.	CASE		18.90	\$0.00	
290	VEGETABLE OIL (GAL. JARS)	6/CS		38.75	\$0.00	
291	VEGETABLES, MIXED			22.50	\$0.00	12/2.5#

MIVILA ORDER FORM 2009

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION	
292	VEGETABLE, ITALIAN BLEND, FROZEN (2 LB. BAG)	12/CS		0.00	\$0.00	
293	VEGETABLE, NORMANDY BLEND, FROZ. (2LB. BAG)	12/CS		0.00	\$0.00	
294	VEGETABLE, SCANDINAVIAN BLEND, FROZ. (2 LBS.)	12/CS		0.00	\$0.00	
295	VIRGINIA HAM	#		2.69	\$0.00	
296	VINEGAR, WHITE, 1 GAL.	4/1 GAL.		5.85	\$0.00	
297	WAFFLE, EGGO	120 CT.		13.95	\$0.00	
298	WATER	24/16 OZ		4.99	\$0.00	
299	WATER, BOTTLED SPRING	48/8 OZ		10.85	\$0.00	
300	WATERMELON, WHOLE X LARGE	MARKET		13.85	\$0.00	
301	WHIPPED CREAM, EVERFRESH (15 OZ.)	12/CS		22.85	\$0.00	SOMMERMAID 15 OZ.
302	WHIPPED TOPPING, EVERY READY	12QT/CS	0	46.85	\$0.00	RICH'S
303	YOGURT, ALL LOW FAT, FLAVORS	12/BOZ.		0.00	\$0.00	
304	ZUCCHINI & TOMATOES	6/10		29.85	\$0.00	
305	ZUCCHINI, SLICED, FROZEN (3 LB. PKG.)	3#		2.75	\$0.00	
	TOTAL				\$0.00	

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 380

SUPPORTS MAIN STREET GRANT PROGRAM APPLICATION

COUNCILMAN WOOTEN offered the following resolution, which was seconded by COUNCILWOMAN RIASE:

WHEREAS, the New York State Division of Housing and Community Renewal has issued a request for proposals and funding application for a New York State Main Street Grant Program; and

WHEREAS, eligible applicants for funding include not-for-profit corporations and business improvement districts; and

WHEREAS, the Riverhead Main Street Area is a priority of the Town Board of the Town of Riverhead and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by Town of Riverhead; and

WHEREAS, the Community Development Department administered the prior Main Street application on behalf of the Business Improvement District resulting in \$200,000 in state funds and approximately \$500,000 in private funds being used to improve the central district;

WHEREAS, the Riverhead BID has proposed a project to include a Downtown Anchor Grant in the amount of \$150,000 for renovation of 1 East Main Street as a gateway to the central business district to include housing and commercial components; and

WHEREAS, the application as submitted by the Riverhead Business Improvement District requires a resolution of support from the municipality in which the project is located; and

WHEREAS, the Riverhead Main Street Area is a priority of the Town Board of the Town of Riverhead and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by Town of Riverhead; and

WHEREAS, Peconic Avenue is considered the gateway entrance to downtown Riverhead and whereas the Community Development Department has worked with local resident Dorothy E. Muma in developing a project that she will undertake in this vicinity; and

WHEREAS, this project is eligible to be considered as an anchor project for funding of up to \$150,000; and

WHEREAS, this anchor project will result in the renovation of a deteriorated section of the business district, including new commercial and residential units; and

WHEREAS, the project will include a \$25,000 streetscape component and an additional \$25,000 for other façade and building improvements;

NOW THEREFORE BE IT RESOLVED, Town Board strongly supports the Main Street Application submitted by the Business Improvement District in the amount of \$200,000 and agrees to provide administrative support to the BID as necessary and appropriate for the undertaking of this important project to address vacant commercial space and create new residential apartments;

BE IT FURTHER RESOLVED, THAT THE Town Clerk is hereby authorized to forward a copy of this resolution to Community Development Department and the Riverhead Business Improvement District.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 21, 2009

TOWN OF RIVERHEAD
RESOLUTION # 381

AUTHORIZING AND RATIFYING THE COMMENCEMENT OF A
PROCEEDING PURSUANT TO CPLR ARTICLE 75 TO STAY MEDIATION
REQUESTED BY TERRY CONTRACTING & MATERIALS INC.

COUNCILWOMAN BLASS

_____ offered the following

COUNCILMAN DUNLEAVY

resolution, which was seconded by _____

WHEREAS, the Town entered into a contract with Terry Contracting & Materials Inc. (Terry Contracting) with respect to the capping and closure of the Youngs Avenue Landfill; and

WHEREAS, Terry Contracting has provided notice of its intent to seek mediation under the Contract; and

WHEREAS, the Town believes that the request for Mediation is time-barred under the terms of the Contract; and

WHEREAS, the Town had expressed a willingness to participate in the mediation in an attempt to amicably resolve the matter so long as Terry Contracting agreed that the Town, by doing so, would not be waiving its defense that the claim is untimely; and

WHEREAS, Terry Contracting has not entered into the agreement requested by the Town; and

WHEREAS, in order to preserve its rights under the contract and avoid the operation of the statute of limitations set forth in Article 75 of the Civil Practice Law and Rules, the Town has commenced a proceeding in Supreme Court to stay the mediation on Monday, April 20, 2009;

NOW, THEREFORE BE IT

RESOLVED, that the Town Board hereby authorizes and ratifies the commencement of the proceeding brought by the Town's special counsel, Smith, Finkelstein, Lundberg, Isler and Yakaboski LLP. in the Supreme Court of the State of New York, County of Suffolk, for a stay of the mediation sought by Terry Contracting; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution and attached notice to Smith, Finkelstein,

Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Dawn C. Thomas, Esq., Town Attorney, and Kenneth Testa, Town Engineer.

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

THE VOTE

Buckley ~~yes~~ no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/21/2009

TOWN OF RIVERHEAD

Resolution # 382

Adopted

AUTHORIZES SELLING OF THE 2009 BEACH PERMITS BY WARREN'S TACKLE CENTER, FISHERMAN'S DELI AND ANGELO'S BAKERY PIZZA

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

WHEREAS, Warren's Tackle Center, located at 548 Main Road, Aquebogue, NY 11931 and Fisherman's Deli, located at 1315 West Main Street, Riverhead, NY 11901 and Angelo's Bakery Pizza, located at 17 Saint Andrews Path, Wading River, request to sell annual and daily non-resident beach permits and South Jamesport boat ramp permits at their facilities from April 22, 2009 through December 31, 2009 without any reimbursement or services being charged.

NOW THEREFORE BE IT RESOLVED, the Town Board of Riverhead hereby authorizes Warren's Tackle Center, Fisherman's Deli and Angelo's Bakery Pizza to sell annual and daily non-resident beach permits and South Jamesport boat ramp permits at prices set by the Riverhead Recreation Department.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Warren's Tackle Center, Fisherman's Deli, Angelo's Bakery Pizza, Recreation Department and the Office of Accounting.

1

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec./ Doris:Res Warren's & Fisherman's and Wading River Tackle.

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 383

**APPROVES CHAPTER 90 APPLICATION OF
COOLEY'S ANEMIA FOUNDATION, INC.**

COUNCILMAN WOOTEN

offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on April 3, 2009, the Cooley's Anemia Foundation Inc. had submitted a Chapter 90 Application for an event entitled "Motorcycle Ride For A Cure". The participants of this event shall meet in an area located at the Town of Riverhead Municipal parking lot, (behind the East End Arts Council and adjacent to the Peconic riverfront) Riverhead, New York, to be held on Sunday, June 28, 2009 between the hours of 11:00 a.m. and 3:00 p.m.; and

WHEREAS, the Cooley's Anemia Foundation Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to the Foundation's not-for-profit status; 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 Cooley's Anemia Foundation, Inc. for an event entitled "Motorcycle Ride For A Cure" to be held in an area located at the Town of Riverhead Municipal parking lot, (behind the East End Arts Council and adjacent to the Peconic riverfront) Riverhead, New York, to be held on Sunday, June 28, 2009 between the hours of 11:00 a.m. and 3:00 p.m., is hereby approved; and be it further

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

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

RESOLVED, that the Riverhead Fire Marshal shall be contacted no later than three days prior to the date of the event at (631) 727-3200 extension 601, for the purpose of arranging a "pre-opening" inspection appointment; and be it further

RESOLVED, that the applicant shall be required to provide a 10 yard dumpster prior to the commencement of the event, shall be responsible for the removal of all trash and rubbish and shall have same removed at the conclusion of the event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Cooley's Anemia Foundation, Inc., Attn: Anthony Laurino, 740 Smithtown Bypass, Suite 201, Smithtown, New York, 11787, the Riverhead Fire Marshal, Kenneth Testa, P.E., Chief Hegermiller; Riverhead Police Department and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/21/09

Adopted

TOWN OF RIVERHEAD

Resolution # 384

**APPROVES CHAPTER 90 APPLICATION OF WADING RIVER SHOREHAM
CHAMBER OF COMMERCE, INC.
(Duck Pond Day)**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, on April 3, 2009, the Wading River Shoreham Chamber of Commerce, Inc. had submitted a Chapter 90 Application for the purpose of conducting their "15th Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits to be held on North Country Road, Wading River, New York, on Sunday, May 3, 2009, between the hours of 12:00 noon and 4:00 p.m.; and

WHEREAS, the Wading River Shoreham Chamber of Commerce, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the application of the Wading River Shoreham Chamber of Commerce, Inc. for the purpose of conducting their "15th Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits to be held on North Country Road, Wading River, New York, on Sunday, May 3, 2009, between the hours of 12:00 noon and 4:00

p.m. is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Wading River Shoreham Chamber of Commerce, Inc., Attn: Mike Ross, P.O. Box 348, Wading River, New York, 11792; the Riverhead Fire Marshal, the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE
Buckley ~~yes~~ no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 21, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 385

AUTHORIZES THE TOWN BOARD TO ACCEPT THE
RESIGNATION OF A MAINTENANCE MECHANIC II

COUNCILMAN WOOTEN, offered the following resolution, which was seconded
by COUNCILWOMAN BLASS.

WHEREAS, the Town Board has received a letter of resignation from William Nungesser, a Maintenance Mechanic II in the Sewer Department, effective June 30, 2009.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the resignation of William Nungesser, effective June 30, 2009.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to William Nungesser, the Sewer Department, Accounting Department and the Office of the Town Attorney.

THE VOTE

Wooten Yes No
Dunleavy Yes No
Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

April 21, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 386

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
TO DISPOSE OF DISCIPLINARY CHARGES REGARDING A
CERTAIN TOWN EMPLOYEE IN THE SEWER DEPARTMENT

COUNCILWOMAN BLASS, offered the following resolution, which was seconded
by COUNCILMAN DUNLEAVY.

WHEREAS, the Town Board preferred disciplinary charges pursuant to the NYS Civil Service Law against a certain Town employee in the Sewer Department.

WHEREAS, the parties wish to resolve this matter in an amicable way amongst them, without the uncertainties, costs and risks of continued litigation.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute the subject agreement.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Sewer Department, Accounting Department and the Office of the Town Attorney.

THE VOTE

Wooten Yes No
Dunleavy Yes No
Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

April 21, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 387

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH NYS DOT FOR FUNDS TO SUPPORT RENOVATION OF GRANGEBEL PARK

COUNCILMAN DUNLEAVY offered the following resolution, which was seconded by COUNCILMAN WOOTEN.

WHEREAS, grant funding is available from the New York State Department of Transportation ("DOT") to provide funds to the Town of Riverhead for the renovation of Grangebél Park; and

WHEREAS, the DOT has awarded the Town of Riverhead reimbursement funds in the amount of \$1,274,400 for the Grangebél Park Renovation (see attached contract) with a local match of \$318,600; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with NYS DOT for the Grangebél Park Renovation in the amount of \$1,274,400 with a local match of \$318,600.

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned grant; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDD Director Chris Kempner and the Accounting Department.

THE VOTE

Wooten Yes No Dunleavy Yes No Blass Yes No Cardinale Yes No

THE RESOLUTION ✓ WAS WAS NOT THEREFORE DULY ADOPTED.



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION TEN
250 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NEW YORK 11788
www.nysdot.gov

SUBIMAL CHAKRABORTI, P.E.
REGIONAL DIRECTOR

ASTRID C. GLYNN
COMMISSIONER

April 16, 2009

Ms. Chris Kempner, Director
Community Development Department
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

PIN# 0759.14: Grangebhel Park Scenic Byway Construction

Dear Ms. Kempner,

Enclosed please find an unsigned copy of the Original Agreement for PIN# 0759.14. Kindly have the Agreement executed and return four (4) copies of the Agreement, all notarized, with original signatures preferably in blue ink, and four (4) Certified Resolutions to me. These documents are necessary in order to assure the processing of your Agreement in a timely manner.

Should you have any questions please contact me at (631) 952-6026.

Thank you,

A handwritten signature in cursive script that reads "Dennis Baydar".

Dennis Baydar
Planning & Program Management Group

Attachment(s)
cc: file

STANDARD Federal-Aid Highway and Marchiselli-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the *Town of Riverhead* (the "Municipality/Sponsor")
acting by and through *the Town Supervisor*
with its office at *200 Howell Ave, Riverhead, NY 11901*.

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration, and establishes the method or provision for funding of applicable phases of a Federal-aid project for the improvement of a street or highway not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as *Grangebel Park Scenic Byway Construction* (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, the State established the "Marchiselli" Program, that provides State aid for Federal aid highway projects not on the State highway system; and

WHEREAS, pursuant to Chapters 329, 330 and 331 of the Laws of New York of 1991, Highway Law §80-b and Public Authorities Law §380 funding of the "State share" of projects under the Marchiselli Program is provided from the proceeds of Local Highway and Bridge Service Contract Bonds issued by the New York State Thruway Authority ("Thruway Authority Bonds"); and

WHEREAS, the continuing legislative authorization for the funding of eligible costs of Federal-aid Municipal/Sponsor streets and highway projects from the proceeds of Thruway Authority Bonds is pursuant to a chapter or chapters of the laws of New York State providing appropriations pursuant to Public Authorities Law §380(1); and

WHEREAS, projects eligible for Marchiselli aid are identified by the State Legislature in the "Comprehensive List" published in the annual Report of the Fiscal Committees on the Executive Budget (the "Green Book"); and the Project is duly included in the current Green Book; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Standard Federal-Aid and Marchiselli-Aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "B" - U.S. Government Required Clauses
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" (available through NYSDOT's web site at: <http://www.dot.state.ny.us/pubs/localproj/local.html>), in particular the Appendices to Chapter 4 entitled Work Requirements, Record Keeping Guidelines and Consultant Selection Procedures, as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally-aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below.

4.1 *Federal Aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal-aid eligible projects to be on the Federal-Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.1.2 *Periodic Reimbursement.* Except where the Municipality/Sponsor proceeds or has proceeded without an agreement with NYSDOT, if the Municipality/Sponsor finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality/Sponsor, NYSDOT may make Federal-aid progress payments based on either:

- a. billings submitted by the consultant;
- b. payment estimates prepared by NYSDOT's Engineer-In-Charge; or
- c. billings prepared by the Municipality/Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FHWA.

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request Thruway Authority reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"). Incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under §4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.2.2 *Periodic Reimbursement*. Except where the Municipality proceeds or has proceeded without a Marchiselli Agreement with NYSDOT, if the Municipality finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality, NYSDOT may submit a request to the Thruway Authority to make progress payments based on the amount of Federal-aid participating expenditures made to date by the New York State Comptroller. For work performed by or through the Municipality, NYSDOT will reimburse eligible Marchiselli expenditures in accordance with Marchiselli program policy and claims procedures, with adjustments to be made after audit by NYSDOT or FHWA.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State and the FHWA.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A*. Supplemental Agreements or may be entered by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

9. *Maintenance.* Except as otherwise provided for a NYSDOT administered project during its construction phase only, the Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation of the Project without the prior written approval of NYSDOT. The Municipality/Sponsor will not dispose of the Project during its useful life without the prior approval of NYSDOT. In the event of such approved disposition, the Municipality/Sponsor shall either cause the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an Independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal-aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Required Clauses.* Attached hereto and made a part of this Agreement as if set forth fully herein is Appendix A, Standard Clauses For NYS Contracts.

MUNICIPALITY/SPONSOR: *Town of Riverhead*
PROJECT ID NUMBER: **0759.14** BIN: *n/a*
PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **NASSAU**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

NYS DOT/Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
0759.14.321	Current	HPP	\$967,000.00	\$773,600.00	\$	\$193,400.00
	Old		\$	\$	\$	\$
0759.14.322	Current	Other (see footnote)	\$626,000.00	\$500,800.00	\$	\$125,200.00
	Old		\$	\$	\$	\$
...	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
...	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
...	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
...	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
...	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$1,593,000.00	\$1,274,400.00	\$ 0.00	\$318,600.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$
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D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,274,400.00	\$	\$	\$318,600.00	\$1,593,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Dennis Baydar 4/16/09</u> Phone No: <u>631-952-6026</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B

SCHEDULE B: Phases, Subphase/Tasks, and Allocation of Responsibility

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for each applicable Subphase task by entering a "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYSDOT	Municipality
A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		
3. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		
4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		
5. Obtain aerial photography and photogrammetric mapping.		
6. Perform all surveys for mapping and design.		
7. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance protection of traffic plans. FRA criteria will apply to rail work.		
8. Perform landscape design (including erosion control).		

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.		
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.		
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		
12. Conduct any required soils and other geological investigations.		
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		
14. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		
15. Prepare and execute any required agreements, including: --Railroad force account --Maintenance agreements for sidewalks, lighting, signals, betterments --Betterment Agreements --Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT.		

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
17. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		
18. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		
2. Right-of-Way (ROW) mapping and any necessary ROW relocation plans.		
3. Obtain abstracts of title and certify those having an interest in Right-of-Way to be acquired.		
4. Secure Appraisals.		
5. Perform Appraisal Review and establish an amount representing just compensation.		
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimis" determination, as may be applicable. If NYS DOT is responsible for acquiring the right-of-way, this determination may be performed by NYS DOT only if NYS DOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
B. Right-of-Way (ROW) Acquisition		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYS DOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.		
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.		
3. Conduct condemnation proceedings, court and any other legal actions required to acquire properties.		
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.		
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.		
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase		X
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review and approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(A). For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.		X
7(B). For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.		X

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		X
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
12. Review and approve all shop drawings, fabrication details, and other details of structural work.		X
13. Administer all construction contract claims, disputes or litigation.		X
14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYS DOT.		X
D. Requirements for OGS-Let Bituminous Concrete (VPP) and Liquid Bituminous Materials Projects		X
Prep work:		X
1. Project development should be coordination with regional safety personnel to ensure conformance to the Safety Appurtenances Program (see Appendix 3E of the Comprehensive Pavement Design Manual) and the 1R process, provided in Appendix 3D of the Comprehensive Pavement Design Manual.		X
2. A Safety Audit Team should review selected sites soon after project selection to identify current safety concerns that should be addressed prior to paving, and analyze current accident data and make recommendations for safety improvements.		X

<p>3. Identify any current conditions experiencing superelevation, (ie., curves where it is determined that existing operating speeds are now causing or may in the future cause, vehicles to travel of the roadway). Evaluate the effectiveness of alternative remediation treatments (signing, delineation, etc). Schedule superelevation or alternative treatments to be done prior to performing pavement work for OGS-let VPP contracts.</p>		X
<p>4. Replace missing regulatory or warning signs as noted by the Safety Audit Team.</p>		X
<p>5. Conduct other prep work, such as truing and leveling is to be used as at spot locations to remove irregularities in the old pavement, fill and patch pot holes and correct variations in banked pavement.</p>		X
<p>6. Safety work should be completed as soon as possible preferably within 2 months of the paving work, unless otherwise specified. This includes replacement of pavement markings, delineation, rumble strips, shoulder work and guide rail replacement, modification or relocation, etc.</p>		X
<p>7. As soon as possible, preferably within 2 months of the paving work, unless otherwise specified, overlay splices for side roads and driveways as necessary.</p>		X

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing

wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in

Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

APPENDIX B: REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: <https://www.nysdot.gov/portal/page/portal/divisions/operating/opdm/community-assistance-delivery-bureau/locally-administered-federal-aid-projects>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities

that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. ____ 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at <http://www.cfda.gov/>.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215, Highway Training and Education
20.219, Recreational Trails Program
20.XXX, Highway Planning and Construction - Highways for LIFE;
20.XXX, Surface Transportation Research and Development;
20.500, Federal Transit-Capital Investment Grants
20.505, Federal Transit-Metropolitan Planning Grants
20.507, Federal Transit-Formula Grants
20.509, Formula Grants for Other Than Urbanized Areas
20.600, State and Community Highway Safety
23.003, Appalachian Development Highway System
23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime

¹ The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

Adopted

RESOLUTION # <u>388</u> ABSTRACT #09-15 April 16, 2009 (TBM 04/21/09)				
Councilman Wooten offered the following Resolution which was seconded by				
Councilwoman Blass				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		106,440.63	106,440.63
POLICE ATHLETIC LEAGUE	4		2,675.00	2,675.00
RECREATION PROGRAM FUND	6		4,423.45	4,423.45
CHILD CARE CENTER BUILDING FUN	9		48.78	48.78
ECONOMIC DEVELOPMENT ZONE FUND	30		100.21	100.21
HIGHWAY FUND	111		43,579.57	43,579.57
WATER DISTRICT	112		57,162.32	57,162.32
RIVERHEAD SEWER DISTRICT	114		6,707.13	6,707.13
REFUSE & GARBAGE COLLECTION DI	115		343,439.96	343,439.96
STREET LIGHTING DISTRICT	116		38,880.26	38,880.26
PUBLIC PARKING DISTRICT	117		2,846.84	2,846.84
BUSINESS IMPROVEMENT DISTRICT	118		2,000.51	2,000.51
AMBULANCE DISTRICT	120		2,159.10	2,159.10
WORKERS' COMPENSATION FUND	173		19,124.83	19,124.83
RISK RETENTION FUND	175		47,712.43	47,712.43
UNEMPLOYMENT INSURANCE RESERVE	176		4,659.43	4,659.43
CDBG CONSORTIUM ACOUNT	181		112.53	112.53
GENERAL FUND DEBT SERVICE	384		78,562.50	78,562.50
TOWN HALL CAPITAL PROJECTS	406		40,416.85	40,416.85
WATER DISTRICT CAPITAL PROJECT	412		8,519.27	8,519.27
SENIORS HELP SENIORS CAP PROJE	453		23.10	23.10
TRUST & AGENCY	735		480,975.29	480,975.29
SPECIAL TRUST	736		240,000.00	240,000.00
COMMUNITY PRESERVATION FUND	737		6,993.51	6,993.51
CALVERTON PARK - C.D.A.	914		24.39	24.39
TOTAL ALL FUNDS			1,537,587.89	1,537,587.89

THE VOTE
 Buckley yes ~~no~~ Wooten yes ~~no~~
 Dunleavy yes ~~no~~ Blass yes ~~no~~
 Cardinale yes ~~no~~
 THE RESOLUTION WAS ~~WAS NOT~~
 THEREFORE DULY ADOPTED

RESOLUTION # 388 ABSTRACT #09-14 April 8, 2009 (TBM 04/21/09)				
Councilman Wooten offered the following Resolution which was seconded by				
Councilwoman Blass.				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		804,535.34	804,535.34
RECREATION PROGRAM FUND	6		3,522.34	3,522.34
ECONOMIC DEVELOPMENT ZONE FUND	30		3,191.71	3,191.71
HIGHWAY FUND	111		82,684.27	82,684.27
WATER DISTRICT	112		54,185.50	54,185.50
RIVERHEAD SEWER DISTRICT	114		39,913.76	39,913.76
REFUSE & GARBAGE COLLECTION DI	115		5,761.00	5,761.00
STREET LIGHTING DISTRICT	116		9,166.03	9,166.03
EAST CREEK DOCKING FACILITY FU	122		136	136
CALVERTON SEWER DISTRICT	124		2,042.12	2,042.12
RIVERHEAD SCAVANGER WASTE DIST	128		18,480.04	18,480.04
WORKERS' COMPENSATION FUND	173		9,947.05	9,947.05
CDBG CONSORTIUM ACOUNT	181		682.92	682.92
RESTORE GRANT PROGRAM	184		2,350.00	2,350.00
TOWN HALL CAPITAL PROJECTS	406		12,965.87	12,965.87
WATER DISTRICT CAPITAL PROJECT	412		16,774.71	16,774.71
CALVERTON SEWER CAPITAL PROJEC	424		40,171.12	40,171.12
SENIORS HELP SENIORS CAP PROJE	453		2,810.67	2,810.67
TRUST & AGENCY	735		1,041,172.19	1,041,172.19
COMMUNITY PRESERVATION FUND	737		5,365.97	5,365.97
TOTAL ALL FUNDS			2,155,858.61	2,155,858.61

Adopted

04/21/09

TOWN OF RIVERHEAD

Resolution # 389

**AUTHORIZES THE TOWN ATTORNEY TO EXECUTE A
STIPULATION OF SETTLEMENT IN A LAWSUIT
(TOR v. GREAT ROCK GOLF, INC., ET AL.)**

Blass offered the following resolution, which was
seconded by Dunleavy:

WHEREAS, the Town of Riverhead initiated litigation in the Supreme Court to enforce the Town Code of the Town of Riverhead, and

WHEREAS, the parties to the lawsuit have determined that it would be in the best interests of the parties to resolve the matter;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Attorney to execute a Stipulation of Settlement that has been approved by the Town Board; and be it further

RESOLVED, that the Town Clerk is hereby directed to send a copy of this resolution to the Town Attorney.

WOOTEN YES NO DUNLEAVY YES NO

BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

----- X
TOWN OF RIVERHEAD,

Plaintiff,

-against-

GREAT ROCK GOLF, INC., WADING RIVER
CATERING, LLC, BLACKWELL'S RESTAURANT,
GREAT ROCK GOLF 2006, LLC, 1994 SOUNDVIEW
GOLF, INC., JBGR, LLC, ELLIOT WR GOLF, LLC,
McAVOY WR GOLF, LLC, INSURENEWYORK
AGENCY, LLC, HURNEY WR GOLF, LLC, SPILIOTIS
WR GOLF, LLC, DEMPSEY WR GOLF, LLC,
WALSH WR GOLF, LLC and FAIRWAY ROCK, LLC,

**STIPULATION OF
SETTLEMENT**

Index No. 09-13111

Defendants.

----- X

WHEREAS, the parties to this litigation wish to settle their various differences in an amicable manner, and

WHEREAS, the following agreement is without prejudice to the rights, obligations and legal positions of all parties to this litigation;

NOW, THEREFORE, the Plaintiff, Town of Riverhead, and the Defendants, Great Rock Golf, Inc., Wading River Catering, LLC, Blackwell's Restaurant, Great Rock Golf 2006, LLC, 1994 Soundview Golf, Inc., JBGR, LLC, Elliot WR Golf, LLC, McAvoy WR Golf, LLC, Insurennewyork Agency, LLC, Hurney WR Golf, LLC, Spiliotis WR Golf, LLC, Dempsey WR Golf, LLC, Walsh WR Golf, LLC and Fairway Rock, LLC (hereinafter referred to as the "Defendants") do hereby stipulate and agree under the guidelines set forth below as follows:

1. The Defendants, JBGR, LLC, Elliott WR Golf, LLC, McAvoy WR Golf, LLC, Insurennewyork Agency, LLC, Hurney WR Golf, LLC, Spiliotis WR Golf, LLC, Dempsey WR Golf, LLC, Walsh WR Golf, LLC and Fairway Rock, LLC, acknowledge that they are

the owners of the parcel of property known and designated as 141 Fairway Drive, Wading River, Town of Riverhead, County of Suffolk, State of New York and which parcel of property is more particularly described on the Suffolk County Tax Map as District 0600, Section 057.00, Block 01.00, Lot 001.031 formerly known as Lots 001.029 and 001.030 (hereinafter referred to as the "subject premises").

2. The subject premises is situated within a Residence B-80 (RB-80) Zoning Use District within the Town of Riverhead.

3. The Defendants are the owners and/or operators of the Great Rock Golf Course which business was and is operating upon the subject premises.

4. The Defendants shall file an amended site plan application with the Planning Board of the Town of Riverhead on or before June 1, 2009 for the expansion of the clubhouse situated upon the subject premises as per the site plan previously approved by the Town Board of the Town of Riverhead on September 7, 1999, an amended site plan approved by the Town Board of the Town of Riverhead on December 30, 2002, an amended site plan approved by the Planning Board of the Town of Riverhead on July 5, 2007 and an amended site plan approved by the Planning Board of the Town of Riverhead on August 7, 2007.

In the event that said amended site plan application is approved by the Planning Board of the Town of Riverhead, the Defendants shall thereafter file an application for a building permit with the Building Department of the Town of Riverhead for the construction of the aforementioned clubhouse expansion within sixty (60) days of said amended site plan approval.

5. The Defendants are further required to complete all of the improvements required for the construction of said clubhouse expansion as required by the above mentioned amended site plan approval and the building permit issued by the Building

Department of the Town of Riverhead for such, within the time period set forth within the building permit. It is agreed and understood by the Defendants that no extension or renewal of the aforementioned building permit will be permitted unless such is based upon good cause (i.e., act of God, etc.). A request to renew and/or extend the aforementioned building permit by the Defendants shall be made in writing to the Town Attorney's Office of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901.

The Defendants are required to make application to the Building Department of the Town of Riverhead for a certificate of occupancy for said expansion of the clubhouse prior to the expiration of their building permit for said structure.

6. The Defendants represent that prior to the approval and construction of the expansion to the clubhouse set forth in Paragraphs "4" and "5" above is completed, that a temporary tent is needed to accommodate golf related catering activities that are operated upon the subject premises.

An amended site plan to construct a temporary tent upon the subject premises was approved by the Planning Board of the Town of Riverhead on July 5, 2007, as evidenced by **Exhibit "A"** annexed hereto and made a part hereof.

Although the Building Department previously issued a building permit for said temporary tent, such expired on January 10, 2009. The Defendants submitted a new building permit application to the Building Department of the Town of Riverhead for said temporary tent on April 7, 2009. The Defendants acknowledge that they have to submit further documentation to the Building Department of the Town of Riverhead for said temporary tent prior to the issuance of said building permit.

The Defendants further agree that they will obtain the necessary certificate of occupancy for said temporary tent from the Building Department of the Town of

Riverhead prior to the use and occupancy of such. The Defendants acknowledge that said temporary tent may not be used and/or occupied until said certificate of occupancy has been obtained from the Building Department of the Town of Riverhead.

The Defendants agree that said temporary tent shall only be used for golf related catering activities and that at no time shall any amplified music or amplified voice of any kind be played inside said temporary tent or outdoors, upon any portion of the subject premises.

In addition, prior to the use of said temporary tent for a golf related catering activity, the Defendants shall give notice of such in writing fourteen (14) days prior to each event to the Town of Riverhead at 200 Howell Avenue, Riverhead, New York 11901, Attention: Town Attorney's Office.

7. In the event that the Defendants' amended site plan application for the expansion of the clubhouse, as set forth in Paragraphs "4" and "5", is denied by the Planning Board of the Town of Riverhead, the temporary tent set forth in Paragraph "6" above shall be removed from the subject premises within ten (10) days of said denial.

The Defendants further agree that in the event that they fail to remove said temporary tent from the subject premises within the time period set forth above, in addition to any other remedies available to the Town of Riverhead as set forth in the within Stipulation of Settlement or by law, the Town of Riverhead and its employees may enter the subject premises with the necessary equipment and personnel and use such labor and equipment as are necessary to remove said temporary tent from the subject premises and to assess the cost of such removal against such property and as a judgment against each of the Defendants, jointly and severally.

8. The Defendants further agree that in the event that any of their applications to the Town of Riverhead as set forth in Paragraphs "4", "5" and "6" above requires the

filing of any other applications to any other Department within the Town of Riverhead, such as the Building Department, Planning Department, Board of Zoning Appeals and/or Division of Fire Prevention, in order to ensure that all of the proper permits and approvals are in place for the use and occupancy of the subject premises, the clubhouse expansion and/or temporary tent to be constructed upon said property as set forth above, that they shall make such application within thirty (30) days after receiving such notice from the Town of Riverhead.

9. The Defendants further agree that in the event that any of their applications to the Town of Riverhead as set forth in Paragraphs "4", "5" and "6" above requires further applications and/or approvals from any other agency, including but not limited to the County of Suffolk and/or the State of New York, that such application will be made within thirty (30) days of receiving such notice from the Town of Riverhead.

10. The Defendants further agree to comply with all requests from the Town of Riverhead with regard to any application submitted in order to obtain the necessary permits and approvals for all of the structures and uses being conducted upon the subject premises, including but not limited to the expansion of the clubhouse and the temporary tent to be situated upon said property, within thirty (30) days of receiving such request in writing. In the event that the Defendants cannot comply with such request for information or additional documentation within such thirty (30) day time period, they shall submit a request in writing to the Town Attorney's Office of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901, for an additional period of time to comply with such request, which request shall not be unreasonably denied by the Town of Riverhead as long as such is based upon good cause.

11. The Defendants further agree that they are obligated to follow through with the completion of their applications to the Town of Riverhead for an amended site plan for the expansion of the clubhouse and a certificate of occupancy for such and a building permit and certificate of occupancy for the temporary tent set forth above, which are to be situated upon the subject premises as well as any other structures and/or uses being conducted upon said property, which do not have the appropriate permit and approval from the Town of Riverhead for such, so as to ensure that the use and occupancy of said property complies with all of the rules and regulations set forth in the Code of the Town of Riverhead.

12. The Defendants further acknowledge that as part of their applications to the Town of Riverhead as set forth in Paragraphs "4", "5" and "6" above, that they will be required to obtain site plan approval, a building permit and/or a certificate of occupancy for any additions, alterations and/or changes that have been made to the structures situated upon the subject premises and/or any uses being conducted upon said property, which do not have the required permit and approval for such from the Town of Riverhead.

13. In order to ensure that the Defendants comply with all of the terms and conditions of the within Stipulation of Settlement, the Defendant, JBGR, LLC, agrees to execute an Affidavit of Confession of Judgment in favor of the Town of Riverhead, a copy of which is annexed hereto as **Exhibit "B"**, in the amount of ten thousand dollars (\$10,000.00) plus interest from June 1, 2009 at 9% per annum, plus all costs incurred by the Town of Riverhead to file and execute upon said judgment.

In the event that the Defendants fail to comply with any of the terms and conditions of the within Stipulation of Settlement, the Town of Riverhead shall send a notice in writing to their attorneys, Ciarelli & Dempsey, Esqs., 737 Roanoke Avenue,

Riverhead, New York 11901 of such default whereby the Defendants shall have ten (10) days from the date of such notice to cure such default. In the event that the Defendants fail to cure their default within such time period, the Town of Riverhead may file the aforementioned Affidavit of Confession of Judgment with the Clerk of the County of Suffolk or in any County in which the Defendant, JBGR, LLC, is doing business in order to execute upon said judgment.

14. The Defendants hereby permit the Town of Riverhead, including, but not limited to, members of the Building Department, Planning Department, Department of Fire Protection and/or Inspectors and Investigators from the Town Attorney's Office, to enter the subject premises at any time upon five (5) days notice in writing to their attorneys, Ciarelli & Dempsey, Esqs., 737 Roanoke Avenue, Riverhead, New York 11901 in order to determine if said Defendants are in compliance with the terms and conditions of the within Stipulation of Settlement. If the Town of Riverhead is denied access to the subject premises, including the interior of the clubhouse and the temporary tent which are situated upon said property by the Defendants, that such shall be deemed a violation of this Stipulation of Settlement. Once the Defendants have complied with all of the terms and conditions set forth within this Stipulation of Settlement, the Town of Riverhead's right to inspect the subject premises pursuant to the aforementioned terms shall cease.

15. In the event that the Defendants convey, transfer and/or sell the subject premises or any portion of the subject premises prior to the completion of all of the terms and conditions set forth in this Stipulation of Settlement, they shall ensure that said purchaser is given a copy of this Stipulation of Settlement. In addition, the Defendants shall give notice in writing to the Town Attorney's Office of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901, within ten (10)

days of said transfer, conveyance and/or sale and the name and address of the purchaser.

16. During the period of time that the Defendants are obtaining the necessary permits and approvals for the expansion to the clubhouse as set forth above from the Town of Riverhead and/or any other agency as set forth above, the Defendants agree that they shall, to the maximum extent permitted by law, defend, protect, indemnify and hold harmless the Town of Riverhead, its officers, employees and agents (hereinafter referred to as "indemnified parties") against all claims, demands, suits, liabilities, judgments, losses and expenses (including without limitation attorney's fees and costs of litigation, whether incurred for any indemnified party's primary defense or for enforcement of its indemnification rights) on account of any personal injury, disease or death of any person(s), damage to or loss of any property or money damages for specific performance owed to a third party (by contract or operation of law) and any fines, penalties, assessments, environmental response costs or injunctive obligations imposed on any indemnified party caused by, arising out of or in any way incidental to or in connection with the use and occupancy of the clubhouse and/or the temporary tent to be situated upon the subject premises as set forth above or the performance, acts or omissions of customers or consumers served by said Defendants (including employees, agents, contractors, invitees and tenants of the Defendants) and any other person.

Such duty to defend and protect the indemnified parties shall include without limitation investigation and the cost of defense and settlement, including reasonable attorney's fees, up through final appeal of a trial court judgment or arbitration. The Town of Riverhead respectfully reserves the right to participate in its defense with counsel of its own choosing.

17. The Defendants hereby consent, at the discretion and option of the Town of Riverhead, to the filing of the within Stipulation of Settlement with the Suffolk County Clerk's Office so that the same is indexed against the subject premises so that any and all individuals making an inquiry in regard to said property receive notice of this agreement.

18. The Defendants hereby agree to comply with all of the rules and regulations of the Town of Riverhead in regard to the use, occupancy and/or maintenance of the subject premises and all of the structures situated upon said property.

19. The Defendants further acknowledge that they are required to comply with all of the terms and conditions previously imposed upon the subject premises by the Town of Riverhead as per the site plan previously approved by the Town Board of the Town of Riverhead on September 7, 1999, an amended site plan approved by the Town Board of the Town of Riverhead on December 30, 2002, an amended site plan approved by the Planning Board of the Town of Riverhead on July 5, 2007, an amended site plan approved by the Planning Board of the Town of Riverhead on August 7, 2007 and any other permits and/or approvals granted in conjunction with the within Stipulation of Settlement.

20. The Town of Riverhead hereby imposes a fine upon the Defendants pursuant to the allegations set forth in the Summons With Notice, in the amount of ten thousand dollars (\$10,000.00) in regard to various violations of the Code of the Town of Riverhead situated upon the subject premises.

The Defendants agree to pay to the Town of Riverhead the total sum of ten thousand dollars (\$10,000.00) set forth above by bank or certified check made payable

to the Town of Riverhead at 200 Howell Avenue, Riverhead, New York 11901 upon the execution of the within Stipulation of Settlement by their attorneys.

21. The charges presently pending against the Defendants in the Justice Court of the Town of Southampton, in the matters of **People v. Great Rock Golf, Inc.**, Docket Number 2008-TWC-146, **People v. Paul Elliot**, Docket Number 2008-TWC-147, **People v. Daniel Bonomini**, 2008-TWC-148, **People v. Brian Burner**, Docket Number 2008-TWC-149, **People v. Walsh WR Golf, LLC**, Docket Number 2008-TWC-322, **People v. McAvoy WR Golf, LLC**, Docket Number 2008-TWC-323, **People v. 1994 Soundview Golf, Inc.**, Docket Number 2008-TWC-324, **People v. Wading River Catering, LLC**, Docket Number 2008-TWC-325, **People v. People v. Dempsey WR Golf, LLC**, Docket Number 2008-TWC-326, **People v. InsurenuewYork Agency, LLC**, Docket Number 2008-TWC-327, **People v. Great Rock Golf 2006, LLC**, Docket Number 2008-TWC-328, **People v. Daniel Bonomini**, Docket Number 2008-TWC-329, **People v. JBGR, LLC**, Docket Number 2008-TWC-330, **People v. Great Rock Golf, Inc.**, Docket Number 2008-TWC-331, **People v. Elliot WR Golf, LLC**, Docket Number 2008-TWC-332, **People v. Spiliotis WR Golf, LLC**, Docket Number 2008-TWC-333, **People v. Paul Elliot**, Docket Number 2008-TWC-334, **People v. Hurney WR Golf, LLC**, Docket Number 2008-TWC-335 and **People v. Mike Wolf**, Docket Number 2008-TWC-336, shall be adjourned at the request of each of the aforementioned Defendants to June 24, 2009 at 1:00 p.m. so as to give the Defendants in the case at hand an opportunity to file an amended site plan application with the Planning Board of the Town of Riverhead in regard to the subject premises as per Paragraph "4" above and to pay the fine to the Town of Riverhead as per Paragraph "13" above.

Each of the above mentioned Defendants hereby agree to waive their right to a speedy trial pursuant to New York State Criminal Procedure Law §30.30 for the charges

pending against them in the Justice Court of the Town of Southampton and consent to their attorneys, Ciarelli & Dempsey, Esqs., 737 Roanoke Avenue, Riverhead, New York 11901 executing a Waiver of Speedy Trial for such, copies of which are annexed hereto as **Exhibit "C"**.

If the Defendants in the case at hand file an amended site plan application with the Planning Board of the Town of Riverhead in regard to the subject premises as per Paragraph "4" above and pay the fine to the Town of Riverhead as per Paragraph "13" above, the charges set forth against each of the aforementioned Defendants in the Justice Court of the Town of Southampton shall be dismissed pursuant to New York State Criminal Procedure Law §170.40.

In the event that the Defendants in the case at hand fail to file said amended site plan application in regard to the subject premises as per Paragraph "4" above and/or fail to pay the fine to the Town of Riverhead as per Paragraph "13" above, the aforementioned charges pending against each of the above Defendants in the Justice Court of the Town of Southampton shall be placed upon the trial calendar of the Justice Court of the Town of Southampton.

22. Should any party to this Stipulation of Settlement determine in good faith that another party is in breach of this Agreement, that party reserves the right to make application to the Supreme Court for a hearing before the assigned I.A.S. Justice upon ten (10) days notice in writing to each party.

23. It is further agreed by all of the parties to this Stipulation of Settlement that such remedy for a breach of this agreement does not in any way prevent either party from pursuing any and all rights it may have under the Laws of the State of New York.

24. This Stipulation of Settlement may be filed with the Court at the Office of the Clerk of the Suffolk County Supreme Court without further notice to either party.

Dated: Riverhead, New York
April ____, 2009

Dawn C. Thomas, Esq.
Riverhead Town Attorney
Attorney for Plaintiff
By: Harold A. Steuerwald, Esq.
Deputy Town Attorney
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

Dated: Riverhead, New York
April ____, 2009

CIARELLI & DEMPSEY, ESQS.
Attorneys for Defendants
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(631) 369-5100