

RESOLUTION LIST

JANUARY 20, 2016

- Res. #43** **Larry’s Lighthouse Marina Water Capital Project**
- Res. #44** **Amends Policy for Transfer of Funds**
- Res. #45** **Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Street Lighting and Traffic Signal Maintenance Repair Parts**
- Res. #46** **Authorizes Substitution of the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP in the Civil Action Entitled Vinland Commons, LLC v. Building Department, Et Al. and Authorizes the Supervisor to Execute a Retainer Agreement**
- Res. #47** **Authorizes the Town Clerk to Publish and Post Public Notice of a Public Hearing to Consider a Change of Zone Petition from Genrac Associates Regarding Premises at Mill Road, Riverhead**
- Res. #48** **Authorizes the Supervisor to Execute an Agreement (Thomas Parris)**
- Res. #49** **Authorizes the Supervisor to Execute Lease Renewal Agreement Authorizing the Town to Lease a Vehicle from Suffolk County Office for the Aging for Transportation Services for Elderly Residents**
- Res. #50** **Authorizes the Supervisor to Execute a License Agreement with Broadcast Music, Inc. (BMI)**
- Res. #51** **Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-13. Parking time limited. D. Three hours.)**
- Res. #52** **Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc., Regarding 2016 Calendar Year Events and Services**
- Res. #53** **Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Originated from Property Located in Riverhead (4000 Vets Highway LLC)**
- Res. #54** **Appoints Town Attorney (Robert Kozakiewicz)**

- Res. #55** Authorizes the Supervisor to Execute a Professional Services Agreement with Suffolk Online Advertising
- Res. #56** Accepts Resignation of Member from the Recreation Advisory Committee (Nicole Williams)
- Res. #57** Appoints Member to the Recreation Advisory Committee (George Gabrielsen)
- Res. #58** Authorizes Town Clerk to Publish and Post Notice to Bidders for Sensus Water Meters & Accessory Equipment, or Reasonable Equivalent, for Use by the Riverhead Water District
- Res. #59** Awards Bid for Water Service Materials Rebid
- Res. #60** Appoints Custodial Worker I to the Buildings and Grounds Division of the Town Engineer's Department (Beatrice Caccioppo)
- Res. #61** Pays Bills
- Res. #62** Authorizes Supervisor to Amend an Employment Contract (Thomas Kruger)

TOWN OF RIVERHEAD

Resolution # 43

LARRY'S LIGHTHOUSE MARINA
WATER CAPITAL PROJECT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$27,798.89 has been received from Larry's Lighthouse Marina Inc. for construction fees representing the installation of a 6" fire service located at 177 Meetinghouse Creek Road, Aquebogue, New York.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30130	Developer Fees	27,798.89	
412.083200.523000.30130	Water Mains/Service Installation		27,798.89

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

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 44

AMENDS POLICY FOR TRANSFER OF FUNDS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, as a method to expedite the procurement process and provide Department Heads with more control of their respective budgets, the Town Board, pursuant to Resolution 634 of 2006, adopted a policy for transfers of funds in order to expedite the Procurement Policy, and

WHEREAS, pursuant to the policy for transfer of funds adopted in 2006, Department Heads were permitted to submit written requests to the Financial Administrator to transfer funds within the budget allocated for the department from one cost center (cost/expense line identified within and as part of department budget) not to exceed \$2500.00 and after review and approval by the Financial Administrator said funds were permitted to be transferred to effectuate the procurement of such good(s) or services; and

WHEREAS, the policy for transfer of funds adopted in 2006 also required the Financial Administrator to prepare and submit a monthly report identifying all fund transfers to the Town Board; and

WHEREAS, the Town Board wishes to update and amend the policy for transfer of funds such that Department Heads may request transfer of funds exceeding \$2500.00 up to \$7500.00 subject to all of the review, approval, and reporting provisions set forth above and the requirement that approval, evidenced by signature on the transfer of funds request, be obtained by the Supervisor; and

NOW THEREFORE BE IT RESOLVED, that the Policy for Transfer of Funds adopted in 2006 is amended and shall read as follows:

Policy for Transfer of Funds

1. Department Heads may submit written requests to the Financial Administrator to transfer funds and such funds may be transferred within the budget allocated for their respective departments from one cost center (cost/expense line identified within and as part of department budget) for the purpose of the procurement of such good(s) or services in an amount not to exceed \$2500.00 subject to (a) compliance with the Town's Procurement Policy and such other applicable laws, rules and regulations and (b) review and approval by the Financial Administrator said funds were permitted to be transfer to effectuate the procurement of such good(s) or services; and
2. Department Heads may submit written requests to the Financial Administrator to transfer funds and such funds may be transferred within the budget allocated for

their respective departments from one cost center (cost/expense line identified within and as part of department budget) for the purpose of the procurement of such good(s) or services in an amount greater than \$2500.00 but not to exceed \$7500.00 subject to: (a) compliance with the Town's Procurement Policy and such other applicable laws, rules and regulations; (b) review and approval by the Financial Administrator; and finally, (c) the approval, evidenced by signature on the transfer of funds request, of the Supervisor; and

3. The Financial Administrator shall prepare and submit a monthly report identifying all fund transfers to the Town Board; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Accounting Department;

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 45

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE
TO BIDDERS FOR STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE
REPAIR PARTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders in the January 21, 2016 issue of the official Town newspaper for the purchase of Street Lighting and Traffic Signal Maintenance Repair Parts; and

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

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Street Lighting and Traffic Signal Maintenance Repair Parts will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on February 4, 2016 and will be publicly opened and read aloud at 11:00 am on February 5, 2016 in the Office of the Town Clerk.

Bids may be examined and/or obtained on or about January 21, 2016 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.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the forms provided and must be in a sealed envelope clearly marked, "**Street Lighting and Traffic Signal Maintenance Repair Parts**".

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 judgment and discretion to determine the lowest responsible bidder.

Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
Diane M. Wilhelm, Town Clerk

Dated: January 14, 2016

TOWN OF RIVERHEAD

Resolution # 46

AUTHORIZES SUBSTITUTION OF THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP IN THE CIVIL ACTION ENTITLED VINLAND COMMONS, LLC V. BUILDING DEPARTMENT, ET AL. AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a law suit has been commenced by Vinland Commons, LLC naming the Building Department, the Planning Board, Jefferson Murphree, the Town Board and the Town of Riverhead, as defendants in the Supreme Court, Suffolk County under Index No. 14-21955; and

WHEREAS, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of all the named defendants and authorizes the substitution of said law firm in the above referenced action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the substitution of the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP as legal counsel in connection with the aforementioned matter, nunc pro tunc, and authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 47

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF A
PUBLIC HEARING TO CONSIDER A CHANGE OF ZONE
PETITION FROM GENRAC ASSOCIATES REGARDING PREMISES
AT MILL ROAD, RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board recognized the need for congregate housing for senior and disabled older citizens in the Town to provide for an age in place continuum of care and for personal services to enhance independence and quality of life, and acted to fill that need by adopting Local Law No. 9-2012 on June 19, 2012 amending Article XXIII of the Riverhead Zoning Ordinance, the Residence RC (Retirement Community) District to provide for such care and services, and

WHEREAS, the Town is in receipt of a change of zone petition from Genrac Associates, LLC (d.b.a. The Concordia Senior Community at Riverhead) to alter the zoning of a 25.215 acre parcel, located on the east side of Mill Road approximately 1,500 feet north of Old Country Road (CR 58) and south of Middle Road approximately 700 east of Mill Road, identified as SCTM # 600-101-2-4.1, to the Residence RC District to the exclusion of the existing Agriculture Protection Zone having the purpose of constructing an age in place independent and assisted living continuing care community of 123,000 sq. ft. aggregate building area with a total of 48 independent and 114 assisted living units by virtue of a future site plan approval of the Riverhead Planning Board, and

WHEREAS, the Riverhead Planning Department determined the petition to be a Type I action pursuant to 6 NYCRR Part 617.4(b)(3) and the induced site plan action to be Type I pursuant to 617.4(b)(6)(i)&(iv) and initiated a coordinated SEQR review on behalf of the Town Board as the sole involved agency in the zone change with those agencies involved in the site plan approval; eliciting no interest in the role of lead agency, and

WHEREAS, that the Riverhead Town Board has declared itself to be the lead agency in the change of zone petition of Genrac Associates, LLC, and

WHEREAS, by Resolution No. 2013-0005, the Planning Board issued a January 3, 2013 report on the Change of Zone Petition, and

WHEREAS, the Town Board desires to conduct a public hearing on the matter at this time, now

THEREFORE, BE IT RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice of public hearing once in the January 28, 2016 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 108 entitled "Zoning" of the Riverhead Town Code, 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 electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 17th day of February, 2016 at 7:05 o'clock p.m. to consider a change of zone petition from Genrac Associates, LLC (d.b.a. The Concordia Senior Community at Riverhead) to alter the zoning of a 25.215 acre parcel to the Residence RC District to the exclusion of the existing Agriculture Protection Zone having the purpose of constructing an age in place independent and assisted living continuing care community of 123,000 sq. ft. aggregate building area with a total of 48 independent and 114 assisted living units on real property located on the east side of Mill Road approximately 1,500 feet north of Old Country Road (CR 58) and south of Middle Road approximately 700 east of Mill Road, identified as SCTM # 600-101-2-4.1.

Dated: Riverhead, New York
February 17, 2016

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

TOWN OF RIVERHEAD

Resolution # 48

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services for the older residents of the Riverhead community which include music and entertainment; and

WHEREAS, Thomas Parris represents that he is competent by reason of training and/or experience to provide music and entertainment services to the Senior Citizen Department.

RESOLVED, that the Supervisor is authorized to execute the Agreement between the Town of Riverhead and Thomas Parris to provide music and entertainment services to the Senior Citizen Department in substantially the form annexed hereto; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Thomas Parris, 118 King Road, Rocky Point, New York, 11778; Senior Center Director; the Accounting Department and the Town Attorney's Office; and

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



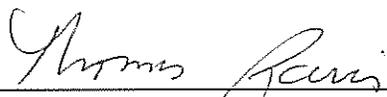
Senior Citizens Department
200 Howell Avenue
Riverhead, NY 11901
(631) 722-4444

Independent Contractor Agreement

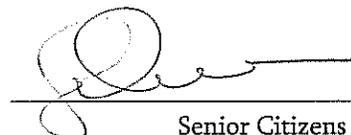
THIS AGREEMENT, made on the 7th day of January 2016 **2016** by and between the Senior Citizens Department of the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, NY, 11901, (hereinafter referred to as the "AGENCY") and Thomas Parris, (hereinafter referred to as the "Contractor"), residing at 118 King Road, Rocky Point, NY.

WITNESSETH

1. This agreement shall commence in January 2016 and terminate at the end of December 2016.
2. This agreement is for Consultant services rendered to the agency by the contractor. The above consultant will provide Entertainment/DJ services for special events at the Senior Center.
3. The parties hereto agree that the fee for such services by the contractor shall be \$125.00/hour, to be paid the following every event.
4. The Contractor represents that he/she is competent by reason of training and/or experience to provide the services described in item #2 above and will furnish these services in an effective and professional manner.
5. If there are events beyond his/her control and the contractor is unable to carry out the services described in item #2, then he/she shall immediately notify the SENIOR CITIZENS DEPARTMENT. A substitute can only be used if he/she is an affiliated member of the Contractor's organization and is covered by the Liability Insurance.
6. The contractor must sign a separate Hold Harmless Agreement and submit a certificate of Liability Insurance naming the Town of Riverhead as additionally insured with a policy limit of \$1,000,000.00 per occurrence.
7. Failure to comply with any of the aforementioned terms and conditions will result in a cancellation of this agreement.
8. The Agency reserves the right to terminate this Agreement without notice and with no obligation to show due cause.



Independent Contractor



Senior Citizens Director

Approved By: _____ Date _____

Town Supervisor

TOWN OF RIVERHEAD

Resolution # 49

**AUTHORIZES THE SUPERVISOR TO EXECUTE LEASE RENEWAL AGREEMENT
AUTHORIZING THE TOWN TO LEASE A VEHICLE FROM SUFFOLK COUNTY
OFFICE FOR THE AGING FOR TRANSPORTATION SERVICES FOR ELDERLY
RESIDENTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including transportation services to the elderly residents of the Riverhead community; and

WHEREAS, Resolution #750 adopted on September 21, 2010 authorized a Lease Agreement between the Town of Riverhead and Suffolk County Office for the Aging regarding lease of vehicle for use by the Town of Riverhead for transportation services to the elderly residents of the Town; and

WHEREAS, both parties are interested in renewing the Lease Agreement for vehicle to be used by the Senior Citizen Department to transport elderly residents of the Riverhead community.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Lease Renewal Agreement with Suffolk County Office for the Aging authorizing the Town of Riverhead to accept a vehicle to transport elderly residents of the Town of Riverhead for One Dollar (\$1.00) per year to December 31, 2019, payment waived; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H.Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, NY 11788; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Lease Renewal Agreement

This Agreement of Lease (Agreement) is between the **County of Suffolk (Lessor)**, a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Office for the Aging (Aging)**, located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099; and

The **Town of Riverhead (Lessee)**, a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, NY 11901.

The parties hereto desire to make a vehicle available to be used to transport elderly residents of Suffolk County to enable them to participate in County, State and/or Federal programs for the elderly.

Term of Agreement: Shall be from the Commencement Date (as defined in Exhibit A) renewed from January 1, 2015 through December 31, 2019, unless terminated or extended as provided in Exhibit A.

Total Cost of Agreement: No cost to County.

Terms and Conditions: Shall be as set forth in Exhibit A and B attached.

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

Town of Riverhead

County of Suffolk

By: _____
Sean M. Walter
Supervisor
Fed. Taxpayer ID# 11-6001935
Date: _____

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date _____

_____, hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

Approved:

By: _____
Holly S. Rhodes-Teague Date
Director, Office for the Aging

Recommended:

Signature Date

By: _____
Michelle Belsky Date
Food Service Supervisor

Approved as to Form:

Dennis M. Brown
Suffolk County Attorney

By: _____
Niranjan G. Sagapuram Date
Assistant County Attorney



0035305

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EXHIBIT B

Vehicle Specifications

Exhibit A

1. Purpose of Agreement; Use of Vehicle

The purpose of this Agreement is to assist the Lessee in providing services to elderly residents of Suffolk County under separate contract(s) entered into between the Lessor and the Lessee, by the leasing to the Lessee of a Lessor-owned vehicle more particularly described in Exhibit B to this Agreement (the "Vehicle"). Lessor hereby leases the Vehicle to Lessee solely for the purpose of furnishing transportation or other services (such as meals to the homebound) for elderly residents of Suffolk County under such separate contract(s) as may be in effect from time to time during the term of this Agreement between the Lessor, acting through Aging (or such other Lessor office, department or instrumentality as may succeed to the functions of Aging), and the Lessee. Lessee shall not use the Vehicle for any other purpose whatsoever without the prior written consent of the Director of the Suffolk County Office for the Aging (or other officer of Lessor designated to succeed to such Director's functions). Under no circumstances shall the Lessee use or allow the use of the Vehicle in any way contrary to applicable laws, regulations or insurance requirements, nor shall Lessee use or allow the use of the Vehicle for any private purposes.

2. Term

This Agreement shall cover the period provided on the first page hereof, unless sooner terminated or extended as provided under this Agreement. "Commencement Date" shall mean the date of delivery of the Vehicle to the Lessee. Promptly after delivery, Aging and the Lessee shall sign a memorandum confirming the Commencement Date.

3. Termination of Agreement

(a) This Agreement may be terminated immediately by the Lessor if the Lessee shall fail to maintain the amount and types of insurance required by this Agreement or shall fail to comply with federal, state or local laws, rules, regulations or County policies or directives.

(b) In the event of any failure by the Lessee to fulfill its other obligations under this Agreement other than as set forth in subsection (a) above, or in the event of the termination or expiration without renewal of one or more of the contracts between the Lessor and the Lessee for services to the elderly referred in paragraph one (1) of this Agreement, the County may terminate this Agreement, provided that no such termination shall be effective unless the Lessee is given three (3) calendar days' written notice of intent to terminate, delivered in accordance with the provisions of paragraph sixteen (16) of this Agreement.

(c) Both parties shall have the right to terminate this Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate and in accordance with this Agreement; provided however, that no such termination shall be effective unless the other party is given at least thirty (30) days prior written notice in accordance with paragraph sixteen (16) of this Agreement.

(d) Upon receipt of a notice of termination or suspension, the Town shall promptly carry out the actions required by such notice.

4. Extension of Agreement

Upon written notification by Aging to the Lessee, the term of this Agreement may be extended for one (1) or more successive periods not in excess of five (5) years per extension on the same terms and conditions; provided, however, that the Lessee is not in default regarding any of the provisions of the agreement and that the Lessee does not notify Aging within thirty (30)

days after the receipt of such notification of its desire to terminate this Agreement at an earlier date, in which event it shall terminate at such earlier date.

5. Rent

Lessee shall pay the Lessor one dollar (\$1.00), receipt waived, as long as the Lessee shall use the Vehicle for the purposes specified in paragraph one (1) of this Agreement. In the event the Vehicle is used for purposes not authorized by this Agreement, Lessee shall pay rental charges as provided in paragraph six (6) below, until surrender of the Vehicle to the Lessor.

6. End of Term; Rental Charges

Upon the expiration of this Agreement, or within twenty-four (24) hours after other termination of this Agreement, Lessee shall surrender the Vehicle to Lessor at a facility of Lessor, as designated by Aging. If the Lessee fails to timely surrender the Vehicle, or during any period of use or instance of use of the Vehicle for, or in connection with, purposes other than those authorized in this Agreement, the Lessee shall pay to the Lessor as rental for the use of the Vehicle one hundred fifty dollars (\$150.00) per day, until the Vehicle is surrendered to Lessor.

7. Title and Registration

Title to the Vehicle and to all replacements, alterations and additions thereto shall be and remain in the name of the Lessor, but the Lessee shall register the Vehicle in its name as Lessee. The Lessor shall cooperate with the Lessee and shall provide such documentation as may be required and otherwise appropriate so that Lessee may procure and maintain such registration. At no time shall Lessee be entitled to retain the certificate of title. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the registration to Lessor.

8. Condition and Maintenance

(a) All manufacturers' warranties are hereby assigned by the Lessor to the Lessee, and the Lessor shall cooperate with Lessee in obtaining warranty period labor and parts. Lessee has reviewed the purchase specifications for the Vehicle and represents that it is familiar therewith and with the owner's and service manuals. Lessee, at Lessee's sole cost and expense, shall perform or cause to be performed all work, ordinary and necessary, foreseen and unforeseen, to maintain the Vehicle in good working order and appearance and in accordance with the manufacturer's manuals and recommended practices. Lessee shall maintain records of all repairs and maintenance performed and the records shall be available to Aging.

(b) In addition to scheduled maintenance, the Vehicle shall be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection or otherwise shall be promptly corrected and/or repaired.

9. Alterations and Additions

So long as Lessee is not in default under this Agreement, Lessee, at its sole expense, may make reasonable alterations and additions to the Vehicle with the written approval of Aging; provided that any such alterations or additions:

(a) Shall not change the general character of the Vehicle, reduce its fair market value below such value immediately before such alterations or additions, or impair its usefulness for the purpose provided in paragraph one (1) of this Agreement;

(b) Are effected with due diligence, in a good and workmanlike manner and in compliance with applicable laws, regulations and insurance requirements; and

- (c) Are promptly and fully paid for by Lessee.

10. Sole Responsibility of Lessee

Nothing in this Agreement or in any approval under the foregoing paragraph eight (8) shall constitute any consent or request by the Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in connection with the Vehicle or any part or equipment thereof, and nothing in this Agreement shall give Lessee any right or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property for the account of or as a liability or obligation of the Lessor.

11. Operational Information and Inspections

(a) Lessee shall provide such information relating to the use and operation of the Vehicle as may be requested from time to time by the Lessor.

(b) Upon written notification from Aging, Lessee shall make the Vehicle available for inspection at reasonable times and locations. The Lessor shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making such inspection.

12. Compliance With Requirements

Lessee, at its sole expense, shall promptly:

(a) Comply with all legal requirements, whether or not such compliance shall require structural changes in the Vehicle or interfere with its use, and

(b) Procure, maintain and comply with all permits, licenses or other authorizations and comply with all applicable Federal, State, County and local laws, regulations or rulings, applicable to the Vehicle or to Lessee's use thereof.

13. Lessee's Rights and Obligations

(a) Lessee will expend whatever funds are necessary to insure that the Vehicle is properly maintained in operable condition.

(b) Lessee will return the Vehicle to the Lessor in the same condition as when received except for normal wear and tear and mileage.

(c) In lieu of making necessary repairs to the Vehicle and returning it upon the expiration or termination of this Agreement, the Lessee may at its option elect to pay the Lessor the fair market value of the Vehicle and obtain title to the vehicle.

14. Risk of Loss; Insurance

(a) The Lessee assumes responsibility for all risks of loss through physical damage, including without limitation collision and comprehensive losses, to the Vehicle and to any part or equipment thereof.

(b) The Lessee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the Lessor. Unless otherwise specified by the Lessor and agreed to by the Lessee, in writing, such insurance will be as follows:

- (i) COMMERCIAL GENERAL LIABILITY INSURANCE, insurance, including contractual liability coverage, in an amount not less than Two Million Dollars

(\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

(ii) AUTOMOBILE LIABILITY INSURANCE in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence and PHYSICAL DAMAGE COVERAGE in an amount equal to the value of the vehicle as described in paragraph eighteen (18) below headed, "Damage to or Destruction of Vehicle".

(iii) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE if required by law. Lessee shall furnish to the Lessor prior to execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Lessee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(c) All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

(d) Lessee shall furnish to the Lessor, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Lessee shall furnish to the Lessor, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the Lessee's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

(e) All evidence of insurance shall provide for the Lessee to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Lessee to notify the Lessor immediately of any cancellation, nonrenewal, or material change in any insurance policy.

(f) If the Lessee is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

15. Indemnification

(a) To the extent permitted by law, the Lessee shall protect, indemnify and hold harmless the Lessor and its agents, officers, officials, employees, and servants from and against all liabilities, fines, penalties, actions, damages, demands, losses, claims, costs, suits or actions,

judgments, liens, encumbrances, costs and expenses caused by the negligence or any acts or omissions of the Lessee, including reimbursement of the cost of reasonable attorneys' fees incurred by Lessor and its agents, officers, officials, employees, and servants in any action or proceeding arising out of or in connection with this Agreement and/or by reason of liability imposed by law for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the Lessee, its agents, employees or subcontractors or of other persons, in connection with the use of the vehicle described or referred to in this Agreement.

(b) The Lessee shall defend the Lessor and its agents, officers, officials, employees, and servants in any proceeding or action, including appeals, arising out of or in connection with this Agreement or the use of the Vehicle described or referred to in this Agreement. At the Lessor's option, the Lessor may defend any such proceeding or action and require the Lessee to pay reasonable attorney's fees for the defense of any such suit.

16. Accident Notification

The Lessee shall notify its insurance carrier, and Aging, verbally and in writing within twenty-four (24) hours after any accident involving the Vehicle. Without limitation, such communications shall include a copy of any accident report and the names and addresses of any persons alleging, personal injury or property damage in connection with such accident.

17. Notices

(a) Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1) to the Lessee at the address on page one (1) of the Agreement and 2) to the Lessor care of Aging at the address on page one (1) of the Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor.

(b) All notices received by the Lessee relating to a legal claim shall be immediately sent to Aging and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

18. Damage To or Destruction of Vehicle

In case of any material damage to, or loss or destruction of the vehicle or of its equipment, the Lessee shall give notice as provided in the foregoing paragraph sixteen (16) headed, "Accident Notification", generally describing the nature and extent of such damage, loss or destruction, and the time, place and circumstances thereof, and shall promptly replace or repair the Vehicle and/or its equipment at least to the condition that it was in immediately prior to the damage, loss or destruction.

19. Application of Insurance Proceeds

In the event of damage to or loss or destruction of the Vehicle or any part or equipment thereof, Lessee shall use any proceeds of insurance solely to repair or replace the Vehicle or its

equipment and for no other purpose, and, if not so used, such proceeds and the Vehicle shall be forthwith turned over to the Lessor.

20. Non-Discrimination in Services

During the performance of this Agreement:

(a) The Lessee shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
- ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
- iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

(b) The Lessee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

21. Arrears or Default

The Lessee warrants that it is not, and shall not be during the term of this Agreement, in arrears to the LESSOR for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, Lessee or otherwise on any obligation to the LESSOR.

22. No Gratuities

The Lessee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party,

with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

23. Independent Contractor

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

24. Assignability

The Lessee shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to the Lessee under the terms of this Agreement, to any other person or corporation, without the prior consent in writing of the Lessor, and any attempt to do any of the foregoing without such consent shall be of no effect.

25. Publications

Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

26. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Lessor and Lessee. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

27. Conflicts of Interest

The Lessee shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The Lessee is charged with the duty to disclose to the Lessor the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

28. Cooperation on Claims

Each of the parties agrees to render diligently to the other, without compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought

against the other party, its employees or designated representatives in connection with this Agreement.

29. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

30. Severability; No Implied Waiver

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

(b) No waiver shall be inferred from any failure or forbearance of the Lessor to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

31. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

32. No Oral Changes

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

— End of Text —

Exhibit B
Vehicle Specifications for Lease Renewal Agreement Between
The County Of Suffolk and
Town of Riverhead

Manufacturer: Daimler Chrysler Corporation
Type of Vehicle: 7 Passenger Minivan
Year and Make: 2005 Chrysler Town & Country
Model No.: RSYH52
Vehicle Identification Number: 1C4GP45RX5B360400
Color: White
Other Identifying Features and Special Equipment:
NONE

TOWN OF RIVERHEAD

Resolution # 50

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT
WITH BROADCAST MUSIC, INC. (BMI)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the works in a public forum; and

WHEREAS, Broadcast Music, Inc. (BMI) represents the holders of copyrights for over 8 million such works; and

WHEREAS, BMI offers a license granting permission to municipalities to play all of the works of copyright holders BMI represents; and

WHEREAS, the Town of Riverhead wishes to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI for the period January 1, 2016 to December 31, 2016 in the amount of \$336.00.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI in substantially the form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to BMI, 10 Music Square East, Nashville, TN 37203; and be it further

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

THE VOTE

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



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

~~4. LATE PAYMENT AND SERVICE CHARGES~~

~~BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.~~

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2016 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Check Population Range (√)	LICENSEE's Population	Base License Fee	Enter Fee Based Upon Population
<input checked="" type="checkbox"/>	1 - 50,000	\$336	\$336
<input type="checkbox"/>	50,001 - 75,000	\$669	
<input type="checkbox"/>	75,001 - 100,000	\$805	
<input type="checkbox"/>	100,001 - 125,000	\$1,072	
<input type="checkbox"/>	125,001 - 150,000	\$1,342	
<input type="checkbox"/>	150,001 - 200,000	\$1,743	
<input type="checkbox"/>	200,001 - 250,000	\$2,145	
<input type="checkbox"/>	250,001 - 300,000	\$2,549	
<input type="checkbox"/>	300,001 - 350,000	\$2,951	
<input type="checkbox"/>	350,001 - 400,000	\$3,355	
<input type="checkbox"/>	400,001 - 450,000	\$3,755	
<input type="checkbox"/>	450,001 - 500,000	\$4,159	
<input type="checkbox"/>	500,001 - plus	\$5,596 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$67,051	
	If 500,001 or more, enter population _____		
		SCHEDULE A FEE	\$ 336.00

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000.00 ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$336.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	\$

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.

TOWN OF RIVERHEAD

Resolution # 51

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-13. Parking time limited. D. Three hours.)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 5th day of January, 2016 at 2:00 o'clock p.m. at Riverhead 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 the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on January 20, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
Vehicles and Traffic
ARTICLE VII

§ 101-13. Parking time limited.

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

D. Three hours. No vehicle shall park for longer than three hours in the following designated parking lots of the Riverhead Town Parking District, from the hours of 8:00 a.m. to 6:00 p.m., ~~Monday through Friday~~:

Parking Area

Location

Peconic Riverfront
Parking Lot
(northerly portion)

Sixty parking stalls
located immediately south of the
the stores that front on the
south side of East Main Street
between property now known as
SCTM # 0600-128-6-77 and
property now known as SCTM
#0600-128-6-71 extending in a
southerly direction terminating at
the light posts located in said
parking lot

Parking Lot east of the
Salvation Army

Parking lot in its entirety
(Beginning at its intersection with
East Main Street continuing in a
southwesterly direction
terminating at McDermott
Avenue

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

Dated: Riverhead, New York
January 20, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 52

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., REGARDING 2016 CALENDAR YEAR EVENTS AND SERVICES

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 1991, during the 2016 calendar year.

WHEREAS, BIDMA has recommended a series of events and services more fully delineated in the attached agreement.

NOW THEREFORE BE IT RESOLVED that the town supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc., regarding 2016 calendar year events and services; and

BE IT FURTHER RESOLVED THAT the Town of Riverhead Accounting Department is authorized to modify the budget for Fund 118-Business Improvement District to conform to Schedule A of the 2016 calendar year agreement; and

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Agreement

made between the

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement made the 14th day of January, 2016, between the Town of Riverhead Business Improvement District ("BID"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 49 East Main Street, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID which are attached hereto as Schedule A. The events delineated in the attached Schedule A shall be deemed co-sponsored by both the BID and BIDMA and are hereby approved. However, the BID reserves the unilateral right to require BIDMA to procure additional liability insurance, even in regard to co-sponsored events. BIDMA agrees to timely apply for and obtain approval for all applicable Riverhead Town Code Chapter 90 permits. BID, as a co-sponsor of such events, shall waive Chapter 90 permit fees regarding BIDMA's Chapter 90 applications pursuant to RTC section 90-6. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner as addressed in Schedule A. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination

of administrative services/expenses to the Chief Financial Administrator on a monthly basis and to any member of the Town Attorney's Office, if requested, within three business days, or if not available, within a reasonable time.

2. The BIDMA shall proffer and recommend to the BID-Town Board designated projects, including capital improvements, events and services designed for the purpose of promoting and enhancing the business improvement district in the interests of economic stimulus and/or betterment of the district as a whole.
3. The BIDMA shall submit a written list of projects, including suggested capital improvements, events and services, including actual or estimated costs with supporting documentation and projected dates of commencement/completion it recommends for approval to the BID on or before September 1 for those projects, events and services anticipated to occur on or after January 1st of the following calendar year. In addition, the BIDMA shall submit its budgetary request regarding its recommended list of projects, including capital improvements, events and services, as well as its projected administrative expenses to the Town of Riverhead's Chief Financial Officer on or before September 1. The recommendations of the BIDMA are not binding upon the Bid-Town Board which may approve or disapprove any or all of the recommendations. For those projects, events or services that the BIDMA wishes to recommend and becomes aware of after October 1, the BIDMA shall forthwith notify the BID of its recommendation in the same format addressed above. The BIDMA shall and must provide a valid and properly authorized written BIDMA resolution by its board approving the recommended projects, capital improvements, events, services, costs and budget allocations before the BID shall consider same for approval.
4. Notification Procedure of recommended projects, events or services.

The BIDMA shall notify the BID of all recommended projects, events or services by submitting in writing to each town board member a list of recommended projects, events, or services so recommended. The BID shall consider and address each of the recommended projects, events or services in work session and notify BIDMA of its decision in a timely manner. The BIDMA shall make available to the BID one or more persons who are familiar with the recommended projects, events or services whom shall be present at the scheduled work session. Said representative shall be made available for any subsequent meetings of the BID on an as-needed basis. The BID shall consider each recommended project, event or service and the anticipated cost of same. For those projects, events or services so approved by the BID, the BID shall provide the necessary funding to the BIDMA in a timely manner. The BID reserves the right to request additional information and/or documentation at any time and may withhold partial or full payment in the absence of same.

5. Location of meetings.

All BIDMA meetings shall take place at the Riverhead Town Hall board meeting room at dates and times to be determined by the parties to this agreement. All monthly meeting dates shall be provided in writing to each town board member and the town attorney's office no later than 30 days before any scheduled meeting, including all special meetings. In the event that the BIDMA schedules all of its monthly meetings before the subject calendar year, a schedule of same shall be provided to each town board member and the town attorney's office within 10 days of publication.

6. Minutes/Agenda of meetings.

The BIDMA secretary or designee shall keep an accurate record of all business that comes before the BIDMA, including but not limited to: subject matter, identification of all parties at the meetings (including directors, officers and members and nature of participation) and resolutions, including resolution number and identification of voting interests. An accurate record of all business that comes before the BIDMA shall be provided to the BID-Town Board, Town Attorney's Office and the Chief Financial Officer within seven (7) days of the subject meeting.

7. Attendees at meetings.

The BID and BIDMA hereby acknowledge and agree that every meeting shall be open to the general public, except that an executive session of such association may be called and business transacted thereat in accordance with the New York State Public Officers Law section 105.

8. Assignment

This Agreement may not be assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.

9. Term of the Agreement.

The term of this Agreement shall be deemed to have commenced on January 1, 2016, and expire on December 31, 2016, and shall not be renewed except upon the written consent of all parties.

10. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services

regarding the business improvement district immediately upon request by the BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

11. Insurance

The BIDMA shall procure insurance in amounts and at policy limits as may be determined by the BID notwithstanding any other insurance requirements or obligations pursuant to New York State Law.

12. Director/Officer Elections

The BIDMA shall notify the BID of all candidates for director and officer positions in writing no later than ten (10) days before the respective election regarding the respective classification and position; for example, commercial property owner or commercial tenant and/or officer position and the subject term. The BIDMA shall notify the BID in writing of all election results within three (3) days of the election, including classification, title and term of office.

13. Independent Contractor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, in the performance of the terms, covenants and conditions of the Agreement, neither the BIDMA nor any of its officers, directors, employees, agents or independent contractors shall be deemed to be acting as agents, servants, or employees of the Town by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Town of any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be independent contractors performing services for the BID or the BIDMA, as the case may be, without power or authority to bind the Town and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to this Agreement.

14. Indemnification

- (a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "Liabilities") which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or

arising out of, or alleged (by a person other than the BID-Town) to in any way relate to or arise out of any act, omission or error in judgment of any performance of the Agreement, actively, passively or otherwise by the BIDMA, its members, directors and/or officers. Such liabilities shall include, without limitations, the following: claims or penalties arising from any violation of any federal, state or local laws, rules or regulations or insurance requirements, as well as any claim resulting from latent, patent, and other defects, whether or not discoverable by the BID-Town, any claim the insurance as to which is inadequate, any claim for patent, trademark or copyright infringement, any tort claim or claim for damages, any claim or liability in respect to any adverse environmental impact or effects. The BIDMA shall assume full responsibility for the defense against or settlement of any such liability, and the BID-Town shall cooperate with the BIDMA by providing, at the expense of the BIDMA, such witnesses, documents and other assistance as the BIDMA may reasonably request; provided, however, that: (i) the BID-Town shall be consulted as to the legal counsel to be employed in respect hereof and may veto, for good cause shown, the employment of any legal counsel unacceptable to it and (ii) if the BID-Town shall give to the BIDMA notice that, in good faith judgment, an important general interest of the BID-Town is involved in such liability or potential liability, the BID-Town shall have the right to consult with the BIDMA in the defense against or settlement of such liability.

- (b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.
- (c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

15. Notice

Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing, by the party receiving the same, or deposited in the United States mail by certified mail, return receipt requested, postage prepaid and addressed to:

(a) the Town Attorney's Office at the address hereinafter set forth:

(b) the Town and/or Supervisor at:

Supervisor Sean M. Walter
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

Town Attorney's Office
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

and to the BIDMA at: 49 East Main Street
 Riverhead, New York 11901

or such other addresses as may be specified by written notice sent in accordance herewith. Every notice, demand, request, or other communication hereunder shall be deemed to have been given at the time of mailing as aforesaid.

16. Amendments

Changes may be made to this Agreement by written amendment approved by the BID and the BIDMA. All such changes, modifications and amendments shall become part of the original Agreement.

17. Alcohol-Related Events

BIDMA acknowledges, understands and agrees, to the following conditions regarding any event delineated in the attached Schedule A, or amendments thereto, whereby alcohol shall be sold, served or consumed:

- a. BIDMA shall require each alcohol vendor participating in the event, defined as any party or entity selling, or serving or providing alcohol for consumption, to provide sufficient insurance liability coverage, based upon the number of participants or attendees in the event, which shall be subject to approval by the Town Attorney's Office and its Insurance Administrator, in its discretion.
- b. The BID, specifically, The Town of Riverhead, and BIDMA, shall be

named in all certificates of liability insurance coverage, as additional insureds, regarding alcohol coverage, with proper endorsement.

- c. The certificate of insurance must be provided to the Town Attorney's Office no later than fourteen (14) days before the scheduled event. The Town reserves the right to require additional insurance coverage it so deems in its best interests.
- d. BIDMA shall provide to the Town copies of all applicable New York State Liquor Authority licenses, certificates and other appropriate documents no later than fourteen (14) days before the applicable event, from each of the participating alcohol vendors.
- e. BIDMA acknowledges, understands and agrees to obtain RTC Chapter 90 permits in a timely manner.
- f. BIDMA acknowledges, understands and agrees that failure to provide the requisite documents in applicable time frames may result in revocation of the subject Chapter 90 permit for the event.

18. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS HEREOF, this Agreement has been duly executed by the respective parties on the date last written herein.

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Raymond Pickersgill, President

Date

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Sean M. Walter, Town Supervisor

Date

Schedule A		2016 B.I.D.M.A. Budgeted	1st Payment	2nd Payment	3rd Payment	Final 2016 Budget	Comments
		Amount	1/21/2015	3/6/2015	7/8/2015		
Administration	Accountant	\$ 2,500	\$ 1,250	\$ 625	\$ 625	\$ 2,500	
	Advertising	\$ 600	200	200	200	\$ 600	
	Cablevision	\$ -				\$ -	
	Capital Improvements	\$ 12,000	4,000	4,000	4,000	\$ 12,000	10,000 for Sign Grant, \$2,000 Refinish Taft House
	Computer	\$ -				\$ -	
	Insurance	\$ 2,500	2,500			\$ 2,500	Board of Directors Ins
	Supplies & Materials	\$ 500	500			\$ 500	
	Payroll	\$ 7,299	2,433	2,433	2,433	\$ 7,299	Weekly Downtown Clean Up Labor (M,W,F 4hrs @ \$10), Admin Assistant (6hrs/mo @ \$15)
	Payroll Processing	\$ -				\$ -	
	Payroll Taxes	\$ -				\$ -	
	Rent	\$ -				\$ -	
	Workers Comp	\$ -				\$ -	
	118.064100.543925	\$ 25,399	\$ 10,883	\$ 7,258	\$ 7,258	\$ 25,399	
Events:							
May - Sept	Cruise Nights	\$ 1,750	-	1,750	-	1,750	
June	Cardboard Boat Race	\$ 8,325	\$ -	\$ 8,325	\$ -	\$ 8,325	
July	"Alive After Five"	\$ 26,877	\$ 26,877	\$ -	\$ -		
July	4th of July Celebration	\$ 20,035	-	20,035	-	20,035	
July	Paddle Battle	\$ 900	-	900	-		
August	JumpstART	\$ 1,000	-	1,000	-		
Oct	Poe Festival	\$ 11,900	-	-	11,900	11,900	
Oct	Run for the Ridley	\$ 500	-	-	500		
Oct-May	Indoor Farmers Mrkt	\$ 5,914	5,914	-	-		
Dec	Holiday Bonfire	\$ 3,300	-	-	3,300	3,300	
	118.064100.544160	\$ 80,501	\$ 32,791	\$ 32,010	\$ 15,700	\$ 80,501	
	Total 2016 Budget	\$ 105,900	\$ 43,674	\$ 39,268	\$ 22,958	\$ 105,900	

2016 Funds	\$105,900.00
Current Variance	\$ -

Events:		1st Payment	2nd Payment	3rd Payment	Final 2016 Budget	Comments
		1st	2nd	3rd	Total	
May - Sept	Cruise Nights	-	1,750	-	1,750	
	Income/Contributions/Revenue					
	Contract Services		750			DJ 15 weeks @ \$50
	Facilities and Equipment					
	Operations					
	Other (Ins./Advert)		1,000			Advertising 1st week only
		1st	2nd	3rd	Total	
June	Cardboard Boat Race	-	8,325	-	8,325	
	Income/Contributions/Revenue					
	Contract Services		650			DJ
	Facilities and Equipment		725			Porta Johns and Tents
	Operations		3,950			Trophies, T-shirts, Duct Tape, etc...
	Other (Ins./Advert)		3,000			Advertising
		1st	2nd	3rd	Total	
July	"Evening Street Fair"	26,877	-	-	26,877	
	Income/Contributions/Revenue					Sponsorships, Vendor Fees and Gated section revenue TBD
	Contract Services	12,000				Security
	Facilities and Equipment	1,400				
	Operations	8,477				Barriers, etc...
	Other (Ins./Advert)	5,000				
		1st	2nd	3rd	Total	
July	4th of July Celebration	-	20,035	-	20,035	
	Income/Contributions/Revenue					
	Contract Services		15,860			Fireworks (Friday), Music Entertainment, Walk Around Entertainment, 6 hrs labor
	Facilities and Equipment		1,025			Chairs, Porta Johns (4)
	Operations		150			Food for Musicians
	Other (Ins./Advert)		3,000			Advertising
		1st	2nd	3rd	Total	

July	Paddle Battle	-	900	-	900	
	Income/Contributions/Revenue					
	Contract Services					
	Facilities and Equipment					
	Operations					
	Other (Ins./Advert)		900			
		1st	2nd	3rd	Total	
August	JumpstART	-	1,000	-	1,000	
	Income/Contributions/Revenue					
	Contract Services					
	Facilities and Equipment					
	Operations					
	Other (Ins./Advert)		1,000			
		1st	2nd	3rd	Total	
Oct	Poe Festival	-	-	11,900	11,900	
	Income/Contributions/Revenue			-		
	Contract Services			7,000		Sal Consulting Fee, Fire Juggler
	Facilities and Equipment			900		Vail Leavitt Rental
	Operations			1,000		Candy and Misc
	Other (Ins./Advert)			3,000		Advertising
		1st	2nd	3rd	Total	
Oct	Run for the Ridley	-	-	500	500	
	Income/Contributions/Revenue					
	Contract Services					
	Facilities and Equipment					
	Operations					
	Other (Ins./Advert)			500		
		1st	2nd	3rd	Total	
Oct-May	Indoor Farmers Market	5,914	-	-	5,914	
	Income/Contributions/Revenue	15,000				Vendor Fee's
	Contract Services					
	Facilities and Equipment	12,000				Rent

	Operations	3,914				\$375 internet, \$3,539 building & Supplies
	Other (Ins./Advert)	5,000				Advert Only
		1st	2nd	3rd	Total	
Dec	Holiday Bonfire	-	-	3,300	3,300	
	Income/Contributions/Revenue					
	Contract Services			300		DJ
	Facilities and Equipment					
	Operations			1,000		Hot Choc., Water, Firewood, Etc...
	Other (Ins./Advert)			2,000		Advertising
		1st	2nd	3rd	Total	
	Totals	\$ 32,791	\$ 32,010	#####	#####	

TOWN OF RIVERHEAD

Resolution # 53

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS ORIGINATED FROM PROPERTY LOCATED IN RIVERHEAD (4000 Vets Highway LLC)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

WHEREAS, 4000 Vets Highway LLC wishes to increase the available sanitary density for premises in the Town of Islip by using 4.26 Pine Barrens credits under Pine Barrens Certificate #0600-123 originating from property located in the Town of Riverhead (Suffolk County Tax Map #0600-075.00-03.00-010.003); and

WHEREAS, the Town of Islip has authorized said transfer of Pine Barrens credits as proposed by 4000 Vets Highway LLC has also made application to

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to the Suffolk County Department of Health Services approving the use of 4.26 credits under said Riverhead Pine Barrens credit(s) on premises located at 4000 Veteran Memorial Highway, Bohemia, New York, further described as Suffolk County Tax Map No. 0500-172.00-01.00-051.020; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Vincent A. Candurra, Esq., Egan & Golden Attorneys at Law, 96 South Ocean Avenue, Patchogue, New York 11772, the Planning Department and the Office of the Town Attorney.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



TOWN OF ISLIP
DEPARTMENT OF PLANNING AND DEVELOPMENT

Angie M. Carpenter, Supervisor
Ronald Meyer, Acting Commissioner

January 5, 2016

Donald A. Rettaliata, Esq.
4250 Veterans Memorial Highway
Suite 275E
Holbrook NY 11741

Re: Transfer of Pine Barrens Credits for 4000 Veterans Hwy. LLC
Property Location: 4000 Veterans Memorial Highway, Bohemia
SCTM #0500-172.00-01.00-051.020

Dear Mr. Rettaliata:

In response to your letter of December 30, 2015 on the above matter, please be advised that the Town of Islip has no objection to acquisition of 4.26 Pine Barrens Credits representing 1,276 GPD, to meet the density requirements of the above parcel required by the Suffolk County Department of Health Services for this application.

Very truly yours,

Eugene J. Murphy, A.I.C.P.
Principal Planner

EJM:acf

cc: Ronald Meyer, Acting Commissioner



TOWN OF RIVERHEAD

Sean M. Walter, Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.townofriverheadny.gov

January 21, 2016

Suffolk County Department of Health Services
Office of Wastewater Management
360 Yaphank Avenue, Suite 2C
Yaphank, New York 11980

Re: 4000 Vets Highway LLC
4000 Veterans Memorial Highway, Bohemia, NY 11716
Suffolk County Tax Map #0500-172.00-01.00-051.020
SCDHS Ref. No.: PRE-16-0038.

Dear Sir or Madam:

Pursuant to Town Board resolution, adopted on January 20, 2016, the Town of Riverhead consents to, and authorizes, the use of not more than 4.26 Pine Barrens Credits under PBC Certificate #0600-123, originating from the Town of Riverhead to be used to enhance the available sanitary density to the applicant upon the above referenced real property. Upon information and belief, the Nassau County Council Boy Scouts of America Inc. is the certificate holder.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 54

APPOINTS TOWN ATTORNEY

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Section 24 of Town Law provides that the Office of Town Attorney shall be held until the first day of January next succeeding the first biennial town election held after the time of the appointment; being January 1, 2014; and

NOW, THEREFORE, BE IT RESOLVED, that Robert F. Kozakiewicz, Esq. be and is hereby appointed to the two-year term of Town Attorney, effective January 1, 2016 through December 31, 2017 in accordance with Section 24 of Town Law; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Robert F. Kozakiewicz at 788 Reeves Avenue, Riverhead, New York 11901 and the Office of Accounting; and be it further

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

THE VOTE

Hubbard Yes No

Giglio Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 55

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUFFOLK ONLINE ADVERTISING

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Suffolk Online Advertising has been providing the Town of Riverhead the required professional services concerning web mail and spam related services; web hosting and code adjustments and in-house technical support and services regarding Recreation Department as well as Town of Riverhead domain name re-registrations; and

WHEREAS, Suffolk Online Advertising has agreed to continue providing all of the aforementioned services to the Town of Riverhead at the same cost.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Suffolk Online Advertising for a total sum not to exceed \$6,670.00, which Agreement shall be in substantially the same form annexed hereto; and be it further

RESOLVED, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Suffolk Online Advertising, 43 Warwick Row, Riverhead, New York 11901; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

This agreement made this _____ day of January 2015 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and SUFFOLK ONLINE ADVERTISING, with its principal place of business at 43 Warwick Row, Riverhead, New York 11901 (hereinafter referred to as the CONSULTANT").

W I T N E S S E T H

Whereas, the Town is in need of assistance on occasion with the following professional services: (a) e mail spam services; (b) commercial web hosting; (c) town code adjustments and in-House technical support; and (d) virus scan in connection with the Town of Riverhead website and webmail, and

Whereas, Consultant is, by skill training and expertise, qualified to render such services, and

Now, therefore, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request consulting services as needed.

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant as follows:

1. \$4,800.00 annually for web mail, spam services and virus scan together with \$35.00 annually for reimbursement of domain name registration or re-registration annually. This fee includes monthly hosting of up to 250 e-mail accounts.

2. Enhanced e-mail spam and anti-virus filtering for 250 e-mail accounts at the flat rate of \$1,800.00 annually which includes Black and White listing. Collected spam will be auto-deleted after 10 days.

3. Recreation Department annual domain registration riverheadrecreation.com annual cost of \$35.00.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

January 15, 2016 - January 15, 2017 unless otherwise terminated pursuant to the provisions herein. The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town

5. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

7. PERFORMANCE OF PROFESSIONAL SERVICES

Consultant will perform its service hereunder in a timely manner. Consultant shall not be responsible for delays

occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorney's fees incurred in connection with such unauthorized

distribution, use or exposure of confidential Town documents. Consultant shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

SUFFOLK ONLINE ADVERTISING

By: _____
Sean M. Walter, Supervisor

By: _____
Barry Karlin

TOWN OF RIVERHEAD

Resolution # 56

ACCEPTS RESIGNATION OF MEMBER FROM THE RECREATION ADVISORY COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, appointed member, Nicole Williams, no longer wishes to serve on the Recreation Advisory Committee and has submitted a letter of resignation to the Town Board.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the resignation of Nicole Williams from the Recreation Advisory Committee; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Nicole Williams; and be it further

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

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 57

APPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members who will serve a term no longer than two years subject to reappointment; and

WHEREAS, the Town Board accepted the resignation of appointed member, Nicole Williams, from the Recreation Advisory Committee and a vacancy now exists; and

WHEREAS, George Gabrielsen, having served as a liaison to the committee as Town Councilman, has been nominated by the Recreation Advisory committee to serve as an active member now that his term as councilman has expired; and

WHEREAS, George Gabrielsen expressed interest in volunteering on the Recreation Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints George Gabrielsen to the Recreation Advisory Committee; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to George Gabrielsen; and be it further

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

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 58

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE TO BIDDERS FOR SENSUS WATER METERS & ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT, FOR USE BY THE RIVERHEAD WATER DISTRICT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Sensus water meters and accessory equipment, or reasonable equivalent, for use by the Riverhead Water District, in the **January 28, 2016**, issue of *The News-Review*.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **SENSUS WATER METERS & ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT**, for use by the RIVERHEAD WATER DISTRICT 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 February 12, 2016**, at which time all bids shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **January 28, 2016**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BID #RWD-2016-20A – SENSUS WATER METERS & ACCESSORY EQUIPMENT, OR REASONABLE EQUIVALENT**. All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed separately and enclosed in an envelope bearing the designation "**EXCEPTIONS TO BID SPECIFICATIONS FOR SENSUS WATER METERS OR REASONABLE EQUIVALENT**".

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before February 12, 2016 at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 59

AWARDS BID FOR WATER SERVICE MATERIALS REBID

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders to rebid certain water service materials; and

WHEREAS, bids were received, opened and read aloud on the 7th day of January, 2016, 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 award for the rebid of water service materials be and is hereby award per the attached bid summary; and be it further

RESOLVED, that the Town Clerk is hereby authorized for forward a certified copy of this resolution to Blackman Plumbing Supply Co., Atten: Kevin Regan, 900 Sylvan Avenue, Bayport, New York, 11705; Ferguson Waterworks, Atten: Joseph Baocellini, 200 Atlantic Avenue, New Hyde Park, New York, 11040; HD Supply Waterworks, Ltd., Atten: Paul Meissner, 650 Sheafe Road, Poughkeepsie, New York, 12601; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ITEM #	DESCRIPTION	BLACKMAN	FERGUSON	HD SUPPLY
16	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".	\$ 165.24		
17	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".		382.63	
63	Mueller H-15403N ¾" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		14.63	
64	Mueller H-15403N 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		15.96	
65	Mueller H-15403N 1½" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		56.28	
66	Mueller H-15403N 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		75.98	
67	Mueller H-15451N 1½" conductive compression CTS x FIP, or equal		50.08	
68	Mueller H-15451N 2" conductive compression CTS x FIP, or equal		59.67	
69	Mueller N-35428N 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.		49.96	
70	Mueller N-35071N ¾" insulated straight service connection ¾" female copper flare x ¾" CTS outlet, or equal.		51.41	
71	Mueller P-15381N 1 ½" X 1 ½" X 1" service tee pack joint connection for CTS O.D., or equal		78.32	
72	Mueller P-15381N 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal		102.36	
73	Mueller P-15343N 1" X 1 ½" two brand-body pack joint for CTS O.D. tubing, or equal		73.58	
74	Mueller H-15343N 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal		85.5	
75	Mueller H-15346N 1" X 2" three branch fitting, or equal	\$ 115.15		
110	Smith Blair 4" 274 bell joint repair clamp, or equal			165.34
111	Smith Blair 6" 274 bell joint repair clamp, or equal			182.08
112	Smith Blair 8" 274 bell joint repair clamp, or equal			251.6
113	Smith Blair 10" 274 bell joint repair clamp, or equal			316.14
114	Smith Blair 12" 274 bell joint repair clamp, or equal			341.93
124	6" MJ cast iron compact sleeve, less accessories - domestic casting		85.59	
125	8" MJ cast iron compact sleeve, less accessories - domestic casting		111.87	
126	10" MJ cast iron compact sleeve, less accessories - domestic casting		167.8	
127	12" MJ cast iron compact sleeve, less accessories - domestic casting		226.43	
128	6" x 6" x 6" hydrant tee, less accessories - domestic casting		163.09	
129	8" x 8" x 6" hydrant tee, less accessories - domestic casting		203.52	
130	10" x 10" x 6" hydrant tee, less accessories - domestic casting		320.11	
131	12" x 12" x 6" hydrant tee, less accessories - domestic casting		371.33	
132	6" mechanical joint with 90° bend, less accessories		97.72	

ITEM #	DESCRIPTION	BLACKMAN	FERGUSON	HD SUPPLY
133	6" mechanical joint with 45° bend, less accessories		80.87	
134	6" mechanical joint with 22° bend		73.46	
139	Mueller 6" A-2361 MJ resilient wedge gate valve.	\$ 581.00		
140	Mueller 8" A-2361 MJ resilient wedge gate valve.	\$ 926.25		
141	Mueller 10" A-2361 MJ resilient wedge gate valve.	\$ 1,444.25		
142	Mueller 12" A-2361 MJ resilient wedge gate valve.	\$ 1,827.50		
143	Mueller 6" HC-2361-44-D-150 MJ cut-in valve.	\$ 940.24		
144	Mueller 8" HC-2361-44-D-150 MJ cut-in valve.	\$ 1,453.86		
145	Mueller 10" HC-2361-44-D-150 MJ cut-in valve.	No Bid	No Bid	No Bid
146	Mueller 12" HC-2361-44-D-150 MJ cut-in valve.	No Bid	No Bid	No Bid
147	Mueller Super Centurion 250 4 ½" MVO fire hydrant with acuagrip foot & 5' bury.		\$ 2,265.95	
148	Mueller Super Centurion 6" hydrant extension kit.		\$ 314.55	
149	Mueller Super Centurion 1' hydrant extension kit.		\$ 369.10	
150	Mueller hydrant repair stems, 4 ½' MVO (all models)		\$ 112.89	
161	Mueller Super Centurion 250 fire hydrant breakaway repair kit.			\$ 155.00
162	Fire hydrant breakaway repair kit with brass safety stem coupling.	\$ 155.00		
178	25 lbs. lead wool (indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10/25 lbs). 5 lbs.	\$ 25.76		
179	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 489.72	
180	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 602.73	
181	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 646.16	
182	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 890.80	
183	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 1,067.18	
191	¾" CC drill & tap for "Mueller B101" tapping machine		\$ 150.47	
192	1" CC drill & tap for "Mueller B101" tapping machine		\$ 200.47	
193	1 ¾" carbide-tip hole saw cutter	\$ 1,380.36		
194	¼" carbide-tip pilot cutter	\$ 3.36		
195	Silver reflective paint (price per quart)		\$ 125.00	
196	Safety orange hydrant paint (Rust-Oleum enamel brush-on/roll-on only - price per gallon).		\$ 75.00	
197	Markout paint (AWWA blue) 20 oz. cans, or equal		\$ 2.49	
198	MA013922 food-grade anti-seize, 1 lb., or equal		\$ 14.65	
204	16" ductile iron valve box top flange top section with cover, domestic		\$ 42.55	

205	Domestic valve box cover		\$ 14.60	
ITEM #	DESCRIPTION	BLACKMAN	FERGUSON	HD SUPPLY
209	Buffalo-type 2 ½" cast iron valve box		\$ 68.31	
210	Mueller H-10373 2 ½" repair lids for new style Buffalo-type curb box		\$ 9.77	
211	Mueller H-10374 2 ½" repair lids for old style Buffalo-type curb box		\$ 9.77	
212	Mueller H-10374 3" repair lids for old style Buffalo-type curb box		\$ 12.73	
213	Mueller H-10310 curb box complete for 1 ½" x 2" service, or equal		\$ 65.93	
214	CH15535 ¾" copper disk		\$ 1.59	
215	DH15535 1" copper disk		\$ 1.59	
219	CST magnetic locator, Model 100, or equal		\$ 803.55	

TOWN OF RIVERHEAD

Resolution # 60

**APPOINTS A CUSTODIAL WORKER I TO THE BUILDINGS AND GROUNDS
DIVISION OF THE TOWN ENGINEER'S DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for a Custodial Worker I exists in the Town Engineer's Department; and

WHEREAS, as per the CSEA contract, this job was duly posted, Job Posting #21, interviews were conducted, and a recommendation of a suitable candidate has been received from the Town Engineer.

NOW, THEREFORE, BE IT RESOLVED, that effective January 25, 2016, this Town Board hereby appoints Bus Driver Beatrice Caccioppo to the position of Custodial Worker I at a rate of pay as found on Group 1, Step 7A of the Operational and Technical Salary Schedule.

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

160061

TOWN OF RIVERHEAD

Resolution # 61PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

ABSTRACT #16-01 January 06, 2016 (TBM 01/20/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,757,248.38	1,757,248.38
POLICE ATHLETIC LEAGUE	4	1,126.37	1,126.37
RECREATION PROGRAM FUND	6	4,386.14	4,386.14
NUTRITION SITE COUNCIL FUND	7	4,582.00	4,582.00
HIGHWAY FUND	111	410,163.50	410,163.50
WATER DISTRICT	112	253,124.25	253,124.25
RIVERHEAD SEWER DISTRICT	114	76,848.67	76,848.67
REFUSE & GARBAGE COLLECTION DI	115	29,324.12	29,324.12
STREET LIGHTING DISTRICT	116	20,730.84	20,730.84
PUBLIC PARKING DISTRICT	117	2,375.80	2,375.80
BUSINESS IMPROVEMENT DISTRICT	118	11,587.21	11,587.21
AMBULANCE DISTRICT	120	14,892.33	14,892.33
EAST CREEK DOCKING FACILITY FUND	122	4,931.87	4,931.87
CALVERTON SEWER DISTRICT	124	53,599.73	53,599.73
RIVERHEAD SCAVENGER WASTE DIST	128	43,691.51	43,691.51
WORKERS' COMPENSATION FUND	173	4,374.22	4,374.22
RISK RETENTION FUND	175	1,830.00	1,830.00
CDBG CONSORTIUM ACCOUNT	181	28,396.68	28,396.68
GENERAL FUND DEBT SERVICE	384	5,087.50	5,087.50
WATER DISTRICT CAPITAL PROJECT	412	66,712.68	66,712.68
RIVERHEAD SEWER CAPITAL PROJECT	414	617,421.10	617,421.10
TRUST & AGENCY	735	7,894,109.51	7,894,109.51
CALVERTON PARK - C.D.A.	914	4,270.60	4,270.60
		11,310,815.01	11,310,815.01

ABSTRACT #16-02 January 14, 2016 (TBM 01/20/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	114,286.46	114,286.46
RECREATION PROGRAM FUND	6	84.25	84.25
HIGHWAY FUND	111	7,212.43	7,212.43
WATER DISTRICT	112	7,337.17	7,337.17
RIVERHEAD SEWER DISTRICT	114	295,535.96	295,535.96
REFUSE & GARBAGE COLLECTION DI	115	2,248.81	2,248.81
STREET LIGHTING DISTRICT	116	45,363.80	45,363.80
PUBLIC PARKING DISTRICT	117	3,498.83	3,498.83
BUSINESS IMPROVEMENT DISTRICT	118	85.15	85.15
AMBULANCE DISTRICT	120	2,929.04	2,929.04
EAST CREEK DOCKING FACILITY FUND	122	285.35	285.35
CALVERTON SEWER DISTRICT	124	4,015.19	4,015.19
RIVERHEAD SCAVENGER WASTE DIST	128	10,408.04	10,408.04
WORKERS' COMPENSATION FUND	173	18,545.12	18,545.12
TRUST & AGENCY	735	26,237,665.38	26,237,665.38
CALVERTON PARK - C.D.A.	914	1,069.90	1,069.90
		26,750,570.88	26,750,570.88

ABSTRACT #16-03 January 20, 2016 (TBM 01/20/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,532,323.53	1,532,323.53
POLICE ATHLETIC LEAGUE	4	1,699.64	1,699.64
RECREATION PROGRAM FUND	6	18,629.10	18,629.10
HIGHWAY FUND	111	236,187.73	236,187.73
WATER DISTRICT	112	96,075.89	96,075.89
RIVERHEAD SEWER DISTRICT	114	109,719.61	109,719.61
REFUSE & GARBAGE COLLECTION DI	115	213,485.05	213,485.05
STREET LIGHTING DISTRICT	116	9,381.29	9,381.29
BUSINESS IMPROVEMENT DISTRICT	118	43,674.00	43,674.00
AMBULANCE DISTRICT	120	4,344.66	4,344.66
EAST CREEK DOCKING FACILITY FUND	122	3,515.94	3,515.94
CALVERTON SEWER DISTRICT	124	12,483.23	12,483.23
RIVERHEAD SCAVENGER WASTE DIST	128	57,042.62	57,042.62
RISK RETENTION FUND	175	4,373.46	4,373.46
CDBG CONSORTIUM ACCOUNT	181	10,000.00	10,000.00
GENERAL FUND DEBT SERVICE	384	132,050.00	132,050.00
WATER DISTRICT CAPITAL PROJECT	412	9,150.00	9,150.00
RIVERHEAD SEWER CAPITAL PROJECT	414	42,553.14	42,553.14
CALVERTON SEWER CAPITAL PROJECT	424	64,192.87	64,192.87
TRUST & AGENCY	735	5,130,136.64	5,130,136.64
CALVERTON PARK - C.D.A.	914	1,786.21	1,786.21
		7,732,804.61	7,732,804.61

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 62

AUTHORIZES SUPERVISOR TO AMEND AN EMPLOYMENT CONTRACT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Thomas Kruger and the Town of Riverhead are parties to an employment contract dated August 21, 2015 setting forth terms and conditions of Kruger’s employment in his capacity as the Town’s Assistant Water District Superintendent; and

WHEREAS, the parties are desirous of amending Article II “Hours of Work” to allow Kruger to extend the time he may use compensatory time earned in 2015 as paid time off in 2016 from January 31st of 2016 to February 29th, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby approves this amendment to Kruger’s employment contract for the 2016 calendar year only, and hereby authorizes the Supervisor to sign an amendment to Kruger’s employment contract stating same.

RESOLVED, Town Hall Departments may review and obtain a copy of this resolution from Doculex, and if needed, a certified copy of same can be obtained from the office of the Town Clerk

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #62 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted