

MAY 6, 2014

CDA RESOLUTION LIST:

CDA

Res. #9 Authorizes Transfer of all Title, Interest and Possession in Property Situated on Grumman Boulevard Known as Former Grumman Guard House and Commonly Referred to as Henry Pfeifer Community Center from Town of Riverhead Community Development Agency to Town of Riverhead

TOWN BOARD RESOLUTION LIST:

Res. #293 2013 Ambulance District Fund Budget Adjustment

Res. #294 2013 Calverton Sewer District Budget Adjustment

Res. #295 2013 East Creek Fund Budget Adjustment

Res. #296 2013 Highway District Budget Adjustment

Res. #297 2013 Millbrook Gables Playground Budget Adjustment

Res. #298 2013 Recreation Program Fund Budget Adjustment

Res. #299 2013 Refuse & Garbage District Budget Adjustment

Res. #300 2014 Bayberry Park Improvement Budget Adoption

Res. #301 2014 Calverton Bocce Court Budget Adoption

Res. #302 2014 Calverton Concession Improvement Budget Adoption

Res. #303 2014 Commercial Efficiency Program Pulaski Street Building Budget Adjustment

Res. #304 2014 Nadel Drive Park Improvement Budget Adoption

Res. #305 Recreation Program Budget Adjustment

Res. #306 Authorizing Removal of Fixed Asset Inventory Records from System

Res. #307 Authorizes the Supervisor to Execute a Rider Agreement with Nelson, Pole & Voorhis, LLC, Regarding Additional Scope of Services

- Res. #308** Authorizes Acceptance of Suffolk County Downtown Revitalization Round 11 Grant for Downtown LED Lights
- Res. #309** Authorizes Supervisor to Sign Suffolk County Community College Culinary Arts & Hospitality Center Use Agreement
- Res. #310** Authorizes Submission of Letter of Intent and Execution of Contract by the Supervisor for Operation and Maintenance Grant Program to New York State Environmental Facilities Corporation (EFC)
- Res. #311** Establishes Thursday Farmers' Market Location for 2014 Season
- Res. #312** Awards Bid for Annual Materials and Asphalt Procurement Contract
- Res. #313** Awards Bid for Annual Construction Contract
- Res. #314** Authorizes the Attendance of Two Police Department Employees to the Annual New York's Statewide TraCS Electronic Ticket & Data Transfer System Seminar
- Res. #315** Accepts the Resignation of a Police Officer (Kim J. Holt)
- Res. #316** Appoints a Seasonal Pump Out Boat Operator (Robert Drexel)
- Res. #317** Town Board Acknowledgment of a Member of Board of Assessment Review Filing for Retirement Benefits (Judith O'Connell)
- Res. #318** Establishes Standard Work Day for an Elected Official
- Res. #319** Authorization to Publish Advertisement for Auto & Truck Repairs for the Town of Riverhead
- Res. #320** Authorization to Publish Advertisement for Automotive Parts for the Town of Riverhead
- Res. #321** Authorization to Publish Advertisement for Diesel Fuel for the Town of Riverhead
- Res. #322** Authorization to Publish Advertisement for Heating Fuel for the Town of Riverhead
- Res. #323** Authorization to Publish Advertisement for Junk & Abandoned Vehicles for the Town Riverhead
- Res. #324** Sets Salaries for 2014 Summer Personnel for the Recreation Department

- Res. #325** Appoints a Scorekeeper Level I to the Recreation Department (Cari Gostic)
- Res. #326** Appoints Seasonal Recreation Leaders to the Recreation Department
- Res. #327** Authorizes the Supervisor to Execute a Rider Agreement with Merchant Services, Inc., Doing Business as EVO Merchant Services, and Systems East, Inc.
- Res. #328** Authorizes the Supervisor to Execute an Agreement with Cummins Power Systems, LLC, Regarding Generator Maintenance Service for the Riverhead Water District
- Res. #329** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Removal of Dry Cake Sludge and Grit/Screen Waste
- Res. #330** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Removal of Liquid Sludge
- Res. #331** Amends Resolution #123 of 2014 Authorizes the Release of Site Plan Security of First Pioneer Farm Credit (a/k/a Southern New England Federal)
- Res. #332** Authorizes the Appropriation of Funds for Local Patriotic Organizations Pursuant to Town Law §64 (13)
- Res. #333** Authorizes the Appropriation for Local Patriotic Organizations Pursuant to Town Law §64 (12)
- Res. #334** Authorizes the Supervisor to Execute a Professional Services Agreement with Business Automation Services (BAS)
- Res. #335** Authorizes the Supervisor to Execute A Professional Services Agreement with Bowne Management Systems Inc.
- Res. #336** Authorizes Lease Agreement between Town of Riverhead and North Fork Animal Welfare League, Subject to General Municipal Law §507
- Res. #337** Authorizes the Supervisor to Execute a License Agreement with Dee Muma for Concession at Grangebél Park
- Res. #338** Awards Bid for Snack Vendor(s)
- Res. #339** Authorizes Town Clerk to Publish and Post Notice to Bidders for Annual Diesel/Generator Maintenance

- Res. #340** Approves the Chapter 90 Application of Nile Rodgers Productions, Inc. (“We are Family” Music, Art & Wine Festival – August 9th and 10th 2014)
- Res. #341** Approves Chapter 90 Application of Wading River Shoreham Chamber of Commerce, Inc. (Duck Pond Day – May 18, 2014)
- Res. #342** Extends Contract for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities and Authorizes Supervisor to Execute an Agreement for Such Services
- Res. #343** Extends Bid Contract for Annual Heating, Ventilating and Air Conditioning Maintenance Contract
- Res. #344** Approves the Chapter 90 Application of Hallockville, Inc. (Long Island Fleece and Fiber Country Style Fair – May 17th and 18th, 2014)
- Res. #345** Approves Chapter 90 Application of Jamesport Fire Department to Conduct a Firemen’s Carnival (July 8th through July 12th, 2014)
- Res. #346** Approves Chapter 90 Application of Maureen’s Haven Homeless Outreach Program (5K Fall Fun Run – October 26, 2014)
- Res. #347** Amends Bid Award for Water Services Materials for Use in the Riverhead Water District
- Res. #348** Approves Chapter 90 Application of Polish Town Civic Association (August 16th and August 17th, 2014)
- Res. #349** Ratifies the Authorization of Attendance at the 2014 Training School and Annual Meeting Held by the Association of Towns
- Res. #350** Authorizes the Release of Site Plan Security of James and Margrit McGuire
- Res. #351** Authorizes the Supervisor to Execute a Sub-License Agreement with the Suffolk County Real Property Tax Service Agency and the Riverhead Town Landmark Preservation Committee Regarding Access and Use of Suffolk County’s Advanced Real Estate Information System (AREIS)
- Res. #352** Authorizes Payment of Membership Fees and Participation Fees to MLS & LIBOR
- Res. #353** Pays Bills

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 9

**AUTHORIZES TRANSFER OF ALL TITLE, INTEREST AND POSSESSION IN
PROPERTY SITUATED ON GRUMMAN BOULEVARD KNOWN AS FORMER
GRUMMAN GUARD HOUSE AND COMMONLY REFERRED TO AS HENRY
PFEIFER COMMUNITY CENTER FROM TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY TO TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to United States Public Law 102-484 §2854 as amended by United States Public Law 103-337 §2833, the United States transferred, by deed dated September 10th, 1998, filed in the Office of Suffolk County Clerk on September 17, 1998, all rights title and interest to the underlying estate, buildings, structures, and improvements in property commonly known and referred to as EPCAL to the Town of Riverhead Community Development Agency; and

WHEREAS, the condition of conveyance required and was conditioned upon the Community Development Agency, “directly or through an agreement with another public or private entity, use of the conveyed property for economic redevelopment to replace all or part of the economic activity lost at the Naval Weapons Industrial Reserve Plant (“EPCAL”)” (Public Law 103-337 Section 2833); and

WHEREAS, the Community Development Agency and Town of Riverhead, pursuant to Articles 15 and 15A of the General Municipal Law, adopted an urban renewal plan known as the “Calverton Enterprise Park Urban Renewal Plan” to provide a regulatory protocol to encourage the reuse and development of EPCAL; and

WHEREAS, the Calverton Enterprise Park Urban Renewal Plan outlined general goals and set forth a mission statement which included encouragement of development and rehabilitation and upgrade of existing buildings to enhance the reuse and physical appearance of EPCA; and

WHEREAS, one of the buildings existing on the site located on Grumman Boulevard (River Road) just west of the entrance to the industrial core, property owned by Camelot, was formally utilized as a guard house for the Grumman Corporation; and

WHEREAS, since on or about the time of the transfer from the United States to the Community Development Agency, the Town has improved and maintained the former guard house and in exchange the Community Development Agency has permitted the Town to utilize the former guard house, now referred to as “Henry Pfeifer Community Center” for a host of Town and community related uses, including conference center for Town, County and State meetings and workshops, LIPA (now

PSE&G) emergency response center, recreation classes and courses, and educational classes; and

WHEREAS, despite the improvements to the Henry Pfeifer Community Center and do in part to the convenience of hosting meetings and conferences at Town Hall and improvements to the Senior Citizen Center, George Young Community Center, Town's Recreation Center, Stotzky Park and EPCAL ball fields, the Town has not utilized the Henry Pfeifer Community Center except for the limited and occasional programs, meetings, classes; and

WHEREAS, the Town's animal shelter, located on Youngs Avenue adjacent to the Town's Yard Waste Facility and Crown Sanitation Facility, is inadequate to provide the quality of services the Town desires to provide to its residents and the animals in the custody and care of the Town's animal shelter; and

WHEREAS, the Town desires to improve and expand the services provided at and related to operation of the Town's animal shelter, including spay and neuter clinic, shelter and rehabilitation for cats, and education related to animal welfare; and

WHEREAS, the existing footprint of the building and limited size of the property of the existing animal shelter restrict the opportunity for the Town to move forward with improvements and expansion of the animal shelter and animal shelter services; and

WHEREAS, the Town desires to purchase the Henry Pfeifer Community Center from the Community Development Agency and transform the old Grumman guard house and present non and/or underutilized building for the purpose of relocating the animal shelter and improving and expanding services at the Town's animal shelter.

NOW THEREFORE BE IT RESOLVED that the Town Board, acting as the governing body of the Community Development Agency, hereby transfer all title, interest and possession to the building known as the "Henry Pfeifer Community Center" and the existing improvements adjacent to and related to use of the building to the Town of Riverhead for consideration of one dollar; and be it further

RESOLVED, that the Town Board, acting as the governing body of the Community Development Agency, and as legislative body of the Town of Riverhead, hereby authorizes the Supervisor to execute any and all documents to effectuate the transfer of possession, title and interest between the Community Development Agency and the Town of Riverhead for the Henry Pfeiffer Community Center subject to the terms recited above; and be it further

RESOLVED that due to the pendency of the subdivision of EPCAL, the Community Development Agency shall transfer possession immediately but reserves the right to delay transfer of title until completion of all required procedural steps, i.e. planning approval and SEQRA related review; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

04.15.14
140275

04.15.14 TABLED
05.06.14 UNTABLED
05.06.14 WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 275

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH DEE MUMA FOR CONCESSION AT GRANGEBEL PARK

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead owns and maintains property described as Grangebél Park located along the Peconic River and situated along the west side of Peconic Avenue (which serves as the gateway to the Town of Riverhead) adjacent to East Main Street, Riverhead, NY; and

WHEREAS, the Town has made several improvements to Grangebél Park, including but not limited to, walking paths, performance stage, fish passage and Pump House all situated in the Town of Riverhead, New York; and

WHEREAS, a local business owner contacted the Community Development Agency with a proposal to license the Pump House located in Grangebél Park and in exchange renovate the facilities to include improvements such as security bars, lighting and other security enhancements and utilize the pump house for a concession stand for the sale of dry goods emphasizing local agriculture, cultural, and historic Riverhead; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development of Downtown Riverhead with both infrastructure and services to encourage continued economic development consistent with the Town of Riverhead Comprehensive Plan, Revitalization Plan, and the East Main Street Urban Renewal Plan; and

WHEREAS, the Town Board deems the utilization of the Pump House and creation of a concession in the area of Grangebél Park to be beneficial to residents and local business; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement for operation of a concession stand utilizing the Pump House with Ms. Dee Muma in substantially the same form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dee Muma, Community Development Agency, Town Engineer, Town Attorney's Office and Accounting 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared **TABLED**

05.06.14

There was a motion by Councilman Dunleavy, seconded by Councilman Wooten, to **UNTABLE** resolution #275, motion carried by unanimous vote. Immediately thereafter on a motion by Councilman Dunleavy, seconded by Councilman Wooten, to **WITHDRAW** resolution #275. Motion carried by unanimous vote.

WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 293

2013 AMBULANCE DISTRICT FUND

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 Ambulance District Budget adjustments:

	<u>FROM</u>	<u>TO</u>
120.045400.543925RVAC Inc. Contract	18,067.92	
120.045400.541500 Motor Vehicle Maintenance		9,967.74
120.045400.546303 Fuel-Gasoline and Diesel		8,100.18

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 294

2013 CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 Calverton Sewer District Budget adjustments:

		<u>FROM</u>	<u>TO</u>
124.081300.524000	Plant Equipment	16,626.40	
124.081300.543900	Miscellaneous Consultants	3,146.53	
124.081300.543320	Professional Svcs-Attorney	2,598.00	
124.097100.560000	Enterprise Debt	1,875.62	
124.081300.546304	Plant Fuels	2,000.00	
124.081300.543504	Professional Svcs Eng		15,000.00
124.081300.547100	Special Items – Property Tax		6,096.84
124.081300.546203	Utilities – Electric Plant		5,149.71

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 295

2013 EAST CREEK FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 East Creek Fund Budget adjustments:

	<u>FROM</u>	<u>TO</u>
122.072300.511500 Personnel Services	6,604.35	
122.072300.511500 Ice Heating Equipment		6,604.35

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 296

2013 HIGHWAY DISTRICT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 Highway District Budget adjustments:

		<u>FROM</u>	<u>TO</u>
111.051400.541306	Drainage	36,414.25	
111.051100.541301	Blacktop, Road Oil & Patch	43,071.62	
111.051100.541301	Gas, Oil and Grease		13,172.12
111.019100.548300	Unallocated Insurance		3,279.74
111.090400.548300	Workers Comp Premiums		13,151.50
111.051300.541400	Repairs of Equipment		11,272.24
111.090400.548500	Workers Comp Claim Payment		38,610.27

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 297

2013 MILLBROOK GABLES PLAYGROUND

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #778 adopted 11/6/2013 authorized the budget adoption for the 2013 Millbrook Gables Playground; and

WHEREAS, the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for installation costs.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

	<u>FROM</u>	<u>TO</u>
736.092705.421050.00000 Transfer from Park and Rec Fees	7,500	
406.071100.527000.70130 Playground Improvement		7, 500

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 298

2013 RECREATION PROGRAM FUND

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 Recreation Program Budget adjustments:

	<u>FROM</u>	<u>TO</u>
006.076200.543900 Miscellaneous Consultants	1,380.97	
006.076204.543900 Miscellaneous Consultants, Program	2,213.50	
006.073105.543601 Playground Program Expenses	3,015.91	
006.071100.511500 Staff Employees	5,225.42	
006.070000.511500 Personal Services		11,835.80

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 299

2013 REFUSE & GARBAGE DISTRICT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Year End budget adjustments are necessary for 2013.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following 2013 Refuse & Garbage District Budget adjustments:

		<u>FROM</u>	<u>TO</u>
115.012401.441100	Investment Earnings	1,000.00	
115.082130.421085	Recycling Revenue	9,604.85	
115.081600.541530	Repairs & Labor -Auto	6,091.13	
115.090100.581500	Non-Uniform Retirement	4,913.00	
115.081600.512500	Overtime	3,911.43	
115.090600.584500	Non-Uniform Hospitalization	2,523.26	
115.081600.514300	Mgmt/Elected Buy Back		15,792.35
115.081600.547504	Special Items - Sanitation		6,610.12
115.090400.548500	Workers Comp Claim Pymts		3,076.52
115.019100.548300	Unallocated Insurance		2,564.68

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 300

2014 BAYBERRY PARK IMPROVEMENT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for a handball court in Bayberry Park.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

	<u>FROM</u>	<u>TO</u>
736.092705.421050.00000 Transfer from Park and Rec Fees	20,000	
406.071100.527000.70142 Handball Court Improvement		20,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 301

2014 CALVERTON BOCCE COURT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for a Bocce Court in Calverton.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

	<u>FROM</u>	<u>TO</u>
736.092705.421050.00000 Transfer from Park and Rec Fees	15,000	
406.071100.527000.70141 Bocce Court		15,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 302

2014 CALVERTON CONCESSION IMPROVEMENT

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for improvements to the concession stand in Calverton.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

	<u>FROM</u>	<u>TO</u>
736.092705.421050.00000 Transfer from Park and Rec Fees	20,000	
406.071100.527000.70143 Concession Improvements		20,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 303

2014 COMMERCIAL EFFICIENCY PROGRAM
PULASKI STREET BUILDING

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, resolution #102 adopted 2/19/14 authorized the budget adoption for the Commercial Efficiency Program sponsored by PSEG offering a rebate of \$7,705.00 to help deter the costs of more efficient light fixture replacement ; and

WHEREAS, resolution #255 adopted 4/15/14 awarded a bid slightly higher than originally budgeted and requires a budget adjustment of \$412.05.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following transfer of funds from the General Fund:

	<u>FROM</u>	<u>TO</u>
001.016200.541100	Buildings – Repair & Maintenance 412.05	
406.016240.523000.40212	Building Improvement	412.05

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 304

2014 NADEL DRIVE PARK IMPROVEMENT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, New York State Office of Parks and Recreation the Superintendent of Recreation requests a transfer of funds from the Special Trust Fund of Park and Recreation fees for the purchase of playground equipment for Millbrook Gables,

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

		<u>FROM</u>	<u>TO</u>
736.092705.421050.00000	Transfer from Park and Rec Fees	57,500	
406.073897.494200.70140	NYS Office of Parks Grant	49,950	
406.071100.527000.70140	Playground Improvement		107,450

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 305

RECREATION PROGRAM

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Recreation requests a budget adjustment to establish a marketing campaign for the Recreation Program.

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

		<u>FROM</u>	<u>TO</u>
006.072089.464400	Concession Revenue	6,500	
006.072089.421090	Miscellaneous Fees	5,000	
006.072089.421043	Bus Trips	5,000	
006.072089.421054	Field Rental	5,000	
006.073100.421046	Summer Youth Program	5,000	
006.071800.524190	Boats	1,000	
006.076204.542000	Supplies	1,000	
006.076250.524000	Equipment	1,000	
006.076200.549000	Miscellaneous		18,000
006.071800.542200	Concessions		6,500
006.076210.545651	Bus Trips		5,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 306

AUTHORIZING REMOVAL OF FIXED ASSET INVENTORY RECORDS FROM SYSTEM

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, after a thorough review of the Town's inventory, the following items listed below need to be removed from the Town of Riverheads system. The Accounting Department hereby requests that the Town Board authorize the removal of these records from the Fixed Asset system.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag#</u>	<u>Description</u>
Town Board	27411	Wireless Bodypack
Town Hall Misc	1109	Rolodex
Town Hall Misc	26296	Vacuum
Highway	1734	File Cabinet
Highway	21073	Sheet Metal Roller
Highway	22783	Lawn Mower
Highway	29396	Hose Kit
Highway	4133	Line Marker
Highway	20625	Curb Extruder
Highway	21069	Steel Stairs
Highway	22790	Trash Pump
Highway	23410	Weed Whacker
Highway	23411	Weed Whacker
Highway	3397	5 Ton Jack
Highway	3751	Saw
Highway	27963	Battery Charger
Highway	21070	Steel Stairs
Highway	21071	Steel Stairs
Highway	3398	5 Ton Jack
Sewer	2385RCC	Pager
Sewer	4455	CB Radio
Sewer	5903	Mobile Radio
Sewer	25760	Clothes Dryer
Sewer	29885	Clothes Dryer
Sewer	22310	Fire Extinguisher

Sewer	6349	Fire Extinguisher
Sewer	810	Mobile Radio
Senior Citizen	27230	Binoculars
Senior Citizen	27231	Binoculars
Senior Citizen	28404	Saw
Senior Citizen	28222	Chair
Senior Citizen	28219	Chair
Senior Citizen	28238	Chair
Senior Citizen	25349	Chair
Senior Citizen	30239	Chair
Senior Citizen	25182	Recliner
Recreation	27714	Cabinet
Recreation	6254	Chair
Recreation	1-B	3 Spring Toys
Recreation	30433	10'x10' Canopy
Recreation	30434	10'x10' Canopy
Recreation	41A	BBQ Pit
Recreation	42A	BBQ Pit
Recreation	43A	BBQ Pit
Recreation	44A	BBQ Pit
Recreation	45A	BBQ Pit
Recreation	1A	Bike Rack
Recreation	1B	Bike Rack
Recreation	24911	Whirlpool Frid/Freezer
Recreation	5827	Stereo Amp
Recreation	5854	Stereo Mixer
Recreation	5933	Cabinet
Recreation	24434	Backboard
Recreation	24914	Air Conditioner
Recreation	28710	CD Player
Recreation	28711	CD Player
Recreation	25036	Backboard
Recreation	25037	Backboard
Recreation	25038	Backboard
Recreation	25043	Spine Board
Building	27807	Sony Camera
Police	22731	Sony TV
Police	92000005	Carry Case
Police	V76156	Taser ** traded in
Police	X621537	Taser** traded in
Police	437281	Taser** traded in
Police	24233	Printer Cover

Police	28399	Fan
Police	10158	Electric Winch
Police	24420	Bike Carrier
Police	24421	Bike Carrier
Police	3020053	Lens
Police	3082200	Lens
Police	RR1	Midnight Cover
Police	RR2	Midnight Cover
Police	RR3	Midnight Cover
Police	24345	Gear Bag
Police	24346	Gear Bag
Police	24347	Gear Bag
Police	24348	Gear Bag
Police	24349	Gear Bag
Police	24350	Gear Bag
Police	24351	Gear Bag
Police	24352	Gear Bag
Police	24353	Gear Bag
Police	24354	Gear Bag
Fire	27691	Privacy Screen
Fire	27676	Keyboard Drawer
Fire	27686	Keyboard Drawer
Fire	27695	Keyboard Drawer
Fire	27702	Keyboard Drawer
Fire	27713	Keyboard Drawer
Fire	27680	Countertop
Fire	27692	Countertop
Fire	27703	Countertop
Fire	27710	Countertop
Fire	22752	Toolbox
B&G	25094	Stereo
B&G	25371	Vacuum
B&G	27069	Jack
Water	29205	Typewriter
Water	9134	Disk Case
Water	28027	Saw
Water	25045	Fan
Water	4183	Kerosene Heater
Water	30805	Saw
Str. Light	28101	Infrared Thermometer
Town Justice	29111	Stapler
Supervisor	26397	Coat Rack

Accounting	20552	Time/Date Stamp
Accounting	1678	Fire Extinguisher
Accounting	1680	Fire Extinguisher
Accounting	20895	Desk
Accounting	2389	Fire Extinguisher
Accounting	24130	Desk
Accounting	24193	Stapler
Accounting	26480	Stapler
Accounting	27853	Calculator
Accounting	28542	Chair
Accounting	28543	Chair
Accounting	28800	Calculator
Accounting	3984	Table
Accounting	29982	Black Leather Chair (broken)
Accounting	7886	Fire Extinguisher
JAB	7077	Chair

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 307

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RIDER AGREEMENT WITH
NELSON, POPE & VOORHIS, LLC, REGARDING ADDITIONAL SCOPE OF
SERVICES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead was deemed eligible and awarded a Step 2 Nomination Brownfield Opportunity Areas (BOA) Grant in the amount of \$567,000.00, by the New York State Department of State; and

WHEREAS, the purpose of the grant is to provide funds to defray the costs associated with the development of a community economic redevelopment and revitalization plan along an area from the Peconic River near the Long Island Expressway easterly to the downtown Riverhead corridor; and

WHEREAS, the Town of Riverhead proffered a Request For Proposals (RFP) from qualified companies with the qualifications to facilitate a nomination pursuant to the terms of the grant award; and

WHEREAS, the Town of Riverhead , on or about October 16, 2012, determined that Nelson, Pope & Voorhis, LLC, was the best and most responsible bidder to facilitate a Step 2 BOA nomination based upon their RFP response; and

WHEREAS, on or about October 16, 2012, the Town of Riverhead awarded the Step 2 BOA nomination contract to Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00, based upon the New York State Department of State Step 2 Nomination BOA Grant award which was executed on or about February 15, 2013, pursuant to resolution number 107-13 (2-5-2013); and

WHEREAS, the Town of Riverhead wishes to contract for additional scope of services to include application for “historic district designation” as well as “community designation” pursuant to the Wild, Scenic & Recreational Rivers (WSRR) Act; and

WHEREAS, Nelson, Pope & Voorhis, LLC, is ready, willing and able to undertake and facilitate the above-referenced additional scope of services regarding the Step 2 BOA nomination.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached rider agreement with Nelson, Pope & Voorhis, LLC, in the maximum amount of \$47,300; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

RIDER AGREEMENT-CONSULTANT/PROFESSIONAL SERVICES

This Agreement made the _____ of May, 2014, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the “Town”) and Nelson, Pope & Voorhis, LLC, 572 Walt Whitman Road, Melville, New York, 11747, (hereinafter referred to as “Consultant”).

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

1. SCOPE OF SERVICES

The parties herein agree that this Rider Agreement (hereinafter referred to as “Rider”) is intended to expand the scope of professional services previously agreed to in the original Nomination Agreement (hereinafter referred to as “Nomination”) as executed on or about February 15, 2013, whose terms and conditions are incorporated by reference herein as if recited in their entirety.

Specifically, the parties herein agree that the original scope of professional services shall be expanded to include additional terms and conditions as contained within **Rider Schedule “A”**, specifically regarding the addition of Component 10 (WSRR Community Designation Application) and Component 11 (Technical Support for National Register Application) as originally referenced in the Nomination Component Schedule “B”. The parties herein agree that such expanded scope of services shall likewise be provided in a timely manner for the purpose of facilitating the original Nomination, defined as a recommended community economic re-development and revitalization plan or plan(s), for an approximate 452 acre area-corridor starting from the area near the Tanger Outlet Center located on Route 25 near the Long Island Expressway, as the western border, and proceeding in an easterly direction between the Peconic River and both sides of New York State Route 25 to Hubbard Avenue located in Downtown Riverhead, as the eastern border more clearly delineated on a map originally designated as Nomination Schedule A.

2. TERM OF RIDER AGREEMENT

This Rider Agreement shall commence on the last date written below and terminate upon satisfactory completion of all project components as determined by the Town of Riverhead and New York State Department of State (hereinafter referred to as “DOS”), as applicable. The project term shall be from the date last written below to December 31, 2014, unless Consultant, Town and DOS agree in writing to an extension.

In the event Consultant fails to complete Components 10 and 11 by December 31, 2014, Consultant may request an extension from Town which shall be predicated upon extension approval by DOS.

Upon extension request:

- a. Town must grant extension, upon good cause, to a mutually agreed-upon date, subject to DOS approval.
- b. Town may deny request, absent good cause, and demand project component completion within 30 days of such denial, subject to DOS approval. In the event any project component is not completed within 30 days of such denial Town may cancel Agreement upon 30 days written notice. Upon termination of the Agreement, Consultant shall only be entitled to payment for Town and NYSDOS-approved services rendered to date of written notice cancellation and only from previously received DOS-approved grant monies.

3. PAYMENT

Consultant acknowledges, agrees and understands that the Town of Riverhead was awarded a Brownfield Opportunity Areas (BOA) Step 2 grant from NYSDOS regarding project objectives on or about May 18, 2011. Consultant further acknowledges and agrees that payment for services to be rendered from the Town is contingent upon timely and satisfactory completion and receipt of the delineated project components and approval by both the Town and NYSDOS as well as satisfactory completion of all town documents regarding processing of payment, including vouchers, vendor packets, invoices and documents relating to completion of NYSDOS payment request forms, status reports and MWBE reporting forms. Consultant and Town further agree that Consultant shall only be paid for the additional scope of services rendered in the amount of \$26,500 (twenty-six thousand five hundred dollars) regarding satisfactory completion of Component 10 and \$20,800 (twenty thousand eight hundred dollars) regarding satisfactory completion of Component 11 as delineated in Updated Schedule "B" (attached herein). Said payment to Consultant is contingent upon satisfactorily-completed project components as approved by both the Town and NYSDOS and upon concomitant receipt of payment of grant monies from NYSDOS for such completed project components as paid by NYSDOS in whole or on an installment or component-completion basis. Town agrees to pay Consultant from received NYSDOS BOA grant monies for concomitant services rendered within 30 days of receipt of such grant monies. In the event NYSDOS refuses or fails to pay all or any portion of said grant monies, Town reserves the unilateral right to cancel this agreement upon immediate written notice. In such event, Town shall only be obligated to pay for those services rendered pursuant to and in compliance with the terms and conditions of the subject agreement and attendant schedules.

For the delineated services, Town will pay Consultant at the rates set forth in the project component cost worksheet (attached hereto as Updated Schedule "B"). The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule(s). Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule(s). Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby

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

4. CONSULTANT’S USE OF AFFILIATED COMPANIES AND SUB/INDEPENDENT-CONTRACTORS

Town and Consultant agrees that Consultant may use, retain and/or contract with the following affiliated companies, sub-contractors and/or independent contractors in achieving project objectives regarding project component completion, including Nelson& Pope, Engineers and Surveyors; HWJ Engineering & Surveying, PLLC; Sustainable Long Island and Traffic Databank, and any other entity upon the written consent of the Town.

Consultant agrees that in the event it uses the services of affiliated companies and/or sub/independent contractors in fulfillment of its contractual obligations, payment for such services to such parties shall be borne solely by Consultant. Town shall not be liable to such affiliated parties for any costs, expenses, charges, fees or any other payments related to project objectives and project components stated herein. Moreover, any dispute or service delay between such parties and Consultant shall not be the basis for an extension of project component completion as referenced in paragraph 2 above.

5. RIGHTS TO DOCUMENTS OR DATA

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

6. PUBLICITY

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

7. ASSIGNMENT AND SUBCONTRACTING

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

8. TERMINATION

This Agreement may be terminated at any time for any reason by either party upon 30 days written notice to the other party (except in the event NYSDOS refuses or fails to pay the grant money, in whole or part, in which case this Agreement may be terminated upon immediate written notice). 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 provided such payment is based upon completion of a specific project component or components and such project component(s) is or are satisfactorily-approved by both the Town and DOS. The Town shall be entitled to consultant's entire work product serving as the basis for payment of services rendered, including work product produced by third-parties on behalf of the Town.

9. RECORDS

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

10. CHANGES

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

11. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Nelson, Pope & Voorhis, LLC, Attn: Charles J. Voorhis, CEP, AICP, 572 Walt Whitman Road, Melville, New York, 11747.

12. COMPLIANCE WITH LAWS

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

13. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance in the amount of two million (\$2,000,000.00) dollars per occurrence and four million (\$4,000,000.00) dollars in the aggregate regarding services to be rendered. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement. Consultant shall also indemnify and hold the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant and/or third-party affiliated companies, sub/independent contractors and/or other entities regarding any third-party agreements between Consultant and any affiliated companies and/or sub/independent contractors or other entities.

14. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment

with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

15. DISCLOSURE

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

16. DISPUTES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall be effective as of the date last written below.

As approved:

Christina A. Kempner
Community Development Administrator
TOWN OF RIVERHEAD

DATE: _____

As approved:

By: Sean M. Walter, Town Supervisor
TOWN OF RIVERHEAD

DATE: _____

By: Charles J. Voorhis, Managing Partner
NELSON, POPE & VOORHIS, LLC

DATE: _____

RIDER AGREEMENT

SCHEDULE "A"

1. With respect to the Historic District tasks, the following provides an outline of where our team's efforts will need to be coordinated with the Landmarks Preservation Commission (LPC). Richard Wines will be involved throughout the project and if the Town wishes to assign personnel (suggested that they be either from the Planning Department or Community Development), we will involve this representative in all phases of the project as well. The scope is clear on where the LPC will need to supplement the information provided by NPV in the application for NR designation, but the following provides some additional detail on how the team will interface with the LPC and SHPO and roles:
 - NPV will meet with Richard Wines (and Town Department representative if appropriate) early in the process to
 - request that any resources accumulated about the properties within the subject study area and other useful information be shared with NPV;
 - discuss the schedule for the project
 - further refine the scope of tasks (if necessary) and the format and deliverables included in the products (Mr. Wines has reviewed and approved the scope and while he considered it comprehensive, we'll work out the details and methods for sharing information).
 - NPV will prepare and a narrative description for the properties, submit to Richard Wines to add any detailed historic information about specific properties (including occupations of original owners and their role in the history of the Town). This narrative will be included in a pre-application to SHPO and a field meeting with the Long Island SHPO representative will be arranged to be attended by NPV, SHPO and Mr. Wines. Mr. Wines' role will be to supplement the inventory with historic details, review the pre-application submission and provide feedback, and attend the field meeting.
 - NPV will complete the inventory of contributing (and non-contributing) structures within the proposed NR District and other products described in our proposal in detail to Mr. Wines for inclusion with the application. Mr. Wines will review the materials and contact NPV with any questions or comments; NPV will make revisions as appropriate. Utilizing these materials, the application will be completed by the LPC for submission for NR Designation.

2. With respect to the WSRR River application, NP&V will need to interface with someone from Town Planning and the Town Attorney's Office, since this will ultimately be a petition to change the State WSRR boundary designation. The proposal provides a detailed scope of services and deliverables; an overview of the roles of the Town/DEC in the project is outlined below:
 - At the onset of the project, NPV will be refining the analysis completed in our initial assessment and will work with representatives from Town Planning to assist with research of prior land use and assessor records.
 - The Planning Department will provide input on the justification for the recommended designation change (narrative to be prepared by NPV)
 - NPV will arrange for a field meeting with the DEC to view the area conditions and the constraints the Recreation designation has posed for the revitalization of the area. Town Planning representative will be included in the meeting. We will present our analysis and recommendations and request feedback.
 - NPV will prepare the submission package and narrative/data for the petition to be finalized by the Town Attorney's office.
 - NPV will present the proposed changes at a public meeting. Town will need to notice the meeting and it is recommended that letters to property owners in the area be sent by mail.
 - NPV will prepare the necessary SEQRA documents on behalf of the Town and will assist the Town Planning Department with SEQRA requirements (coordination/noticing).

I. Scope of Services

The following scope of services is provided in response to a Request for Proposal (RFP) prepared by Richard Wines of the Landmarks Preservation Commission (LPC). This proposal is in response to the RFP. Nelson, Pope & Voorhis, LLC (NP&V) is a full services environmental, planning and economic consulting firm with expertise in cultural resource management. We are also affiliated with Hawkins, Webb & Jaeger (HWJ), an architectural and survey firm with expertise in historic resource preservation. NP&V will coordinate the project in association with HWJ for their specialization in architecture and historic buildings), to complete the required tasks to submit for Historic District designation. HWJ is included as an approved sub consultant in the contract for the Riverhead BOA project. It is understood that the LPC will provide supporting historical documental for the individual buildings and the primary goal for this RFP is to provide the documentation for each of the buildings and provide professional assessment of the contribution each building plays in the support of the National Register Historic District.

1. Narrative Description of about 132 properties in the proposed district: This "narrative description" will include brief architectural descriptions of each structure, as well as basic historic ownership information derived from historic maps of the area and data provided by the LPC. A map of the outline of the proposed National Register Historic District is attached as **Attachment A**. A list of properties located within the proposed district is provided in **Attachment B**. The final review and narrative will be prepared by an experienced architectural staff member of HWJ. The following items will be reviewed for narrative description of each property:
 - a. GIS maps and available property data in GIS;
 - b. Sanborn insurance maps;
 - c. Available historic aerials maps; and
 - d. Property photographs

It is understood that the Landmarks Preservation Commission will add detailed historic information were appropriate including occupations of original owners and their role in the history of the town.

This narrative, with exhibits that support both architectural and historical significance context, will be utilized for the initial application to SHPO. SHPO will review the materials and get familiar with the proposed district, and upon initial meeting, will visit the parcels along with our team. It is within this process, SHPO will advise on red-flag issues, if any.

2. Photographs: The entire proposed district will be photographed. Streetscape photos showing multiple houses will be taken for every street. Every individual structure and/or

house will be photographed. All photographs will be arranged and organized in a database. All photographs will be of type and quality as directed by the client.

3. Historic Context Statement: This product is envisioned as an introduction section which provides historic themes of the proposed district. It is understood that the some of the information provided under Main Street National Register application is relevant and can be inserted for preparation of this section. The statement will provide discussions on following items:
 - a. Historic and architectural development as well as present physical conditions;
 - b. Historic and architectural cohesiveness of the area; and,
 - c. Contribution of buildings and physical elements towards the feeling of time and place.

It is understood that the Landmarks Preservation Commission will provide more detailed historic information including key events in the development of the district, periods of significance, contribution of significant individuals and events in the development of the district and its relevance to the history of community and region for inclusion in this narrative.

Criteria for the evaluation must itemize significance to as much of the following: American and/ or local history, architecture, engineering, and/or culture. The subject parcels must have integrity of location, design, setting, materials, workmanship, feeling and association. Any association to the lives of members within the history of the community shall add further to the integrity of the evaluation.

4. Boundary Description and Justification: The proposed boundary of "Ostrander and Second" proposed by LPC will be reviewed after completion of task #1, #2, and #3 as described above, and any suggested modifications will be discussed with the LPC. A narrative to justify the proposed boundary limits will be prepared and will include discussion on following items as relevant:
 - a. Visual barriers that mark changes in the historic character of the area or that break the continuity of the district, such as new construction, parking lots, or development of different character;
 - b. Visual changes in the character of the area due to different architectural styles, types or concentration in contributing resources;
 - c. Pattern of historic development (commercial vs. residential)

Guidelines and Standards: The Team will be utilizing the National Park Service guidelines for criteria for National Register. Properties greater than 50 years old shall be considered with the following criteria:

**Proposed Scope and Cost Proposal for the
Preparation of Supporting Documentation for the
“Ostrander and Second” National Register Historic District Application**

- a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- b. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life; or
- d. A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- g. A property achieving significance within the past 50 years if it is of exceptional importance.

Benefits of Historic District Registration: As a tool for future development and ‘place making’, registration shall provide guidelines and protection to the community to retain the cultural resource of the potential District. In addition, the District shall be eligible for State and Federal preservation grants, tax credits, and alternatives to Building Code solutions. The overall combination of this proposed District, adjacent to the existing District, will further strengthen the downtown community as a destination, with the support of historic integrity and as a cultural resource.

5. Additional Services: The following services are not included in the scope of services; however, if desired, a supplemental proposal will be provided upon request.
 - a. Preparation of the application and coordination
 - b. Historic data collection from agencies and individuals such as SHPO, SPLEA, and the County Historian
 - c. Attending meetings with LPC and other town board or commission or making any presentation at any meetings or hearings

II. Cost Proposal

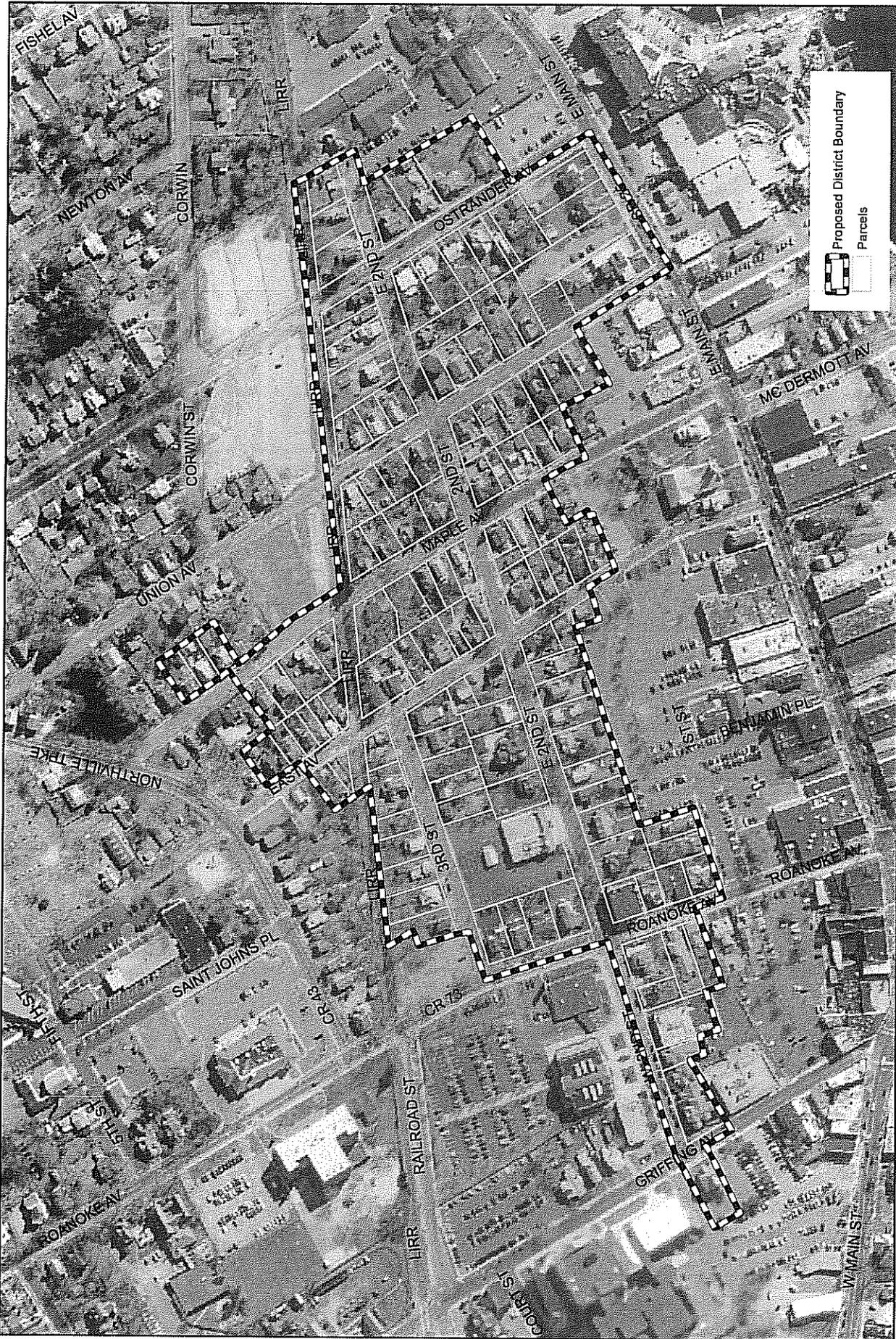
The cost for the completion of Tasks 1 – 4 described above is \$20,800 which is based upon the cost spreadsheet provided on the following page.

**Proposed Scope and Cost Proposal for the
Preparation of Supporting Documentation for the
"Ostrander and Second" National Register Historic District Application**

Task Description	NP&V Partner/Associate	NP&V Jr. Staff	Hawkins Webb Sr. Staff (Architect)	Hawkins Webb Jr. Staff	Total Hours	Cost
Narrative Description for 132 properties in the proposed district (with the following information assembled, experienced architect to review each property and provide descriptive narrative for application). Estimated time requirement is 3 properties per hour, plus 1 day in the field.	2		52		54	\$8,100
Pre-application submission and coordination with SHPO, prepare materials to support the designation and attend meeting with SHPO representative.			8	10	18	\$2,400
Prepare digital inventory of properties and organize by address for ease of review by architect's review. For each property provide a GIS aerial maps, tax parcels and building footprint	1	12			13	\$1,110
Assemble Sanborn insurance maps, and historic mapping prepared by F. W. Beers, and E. Belcher Hyde as available for review		8			8	\$640
Assemble available historic aerial maps for review with property labels for ease of review		8			8	\$640
Conduct field visit for initial assessment by Jr. architect - take photos of each house, determine style, materials and initial assessment of contributing value to the district (3 days)			2	24	26	\$3,180
Prepare digital photograph submission for each contributing property (prepare template, customize for each address and populate with photos) and street views for each street segment within the district. (Note: printing not included in estimate)		1		10	11	\$1,280
Prepare Historic Context Statement	1		8		9	\$1,350
Boundary description and justification (includes coordination with the Landmark Preservation Commission)	2		12		14	\$2,100
Total Hours by staff member	6	29	82	44	161	\$20,800
Staff Wage Rate (based upon 3x wage rate with max of \$150)	\$150	\$80	\$150	\$120		
Total Estimated Consulting Fee by individual	\$900	\$2,320	\$12,300	\$5,280		\$20,800
Printing Cost Estimate (cost estimate assumes that all printing to be performed by client)						\$0
Total						\$20,800

ATTACHMENT A

Map of the Proposed National Register Historic District





 Proposed District Boundary

 Parcels

Town of Riverhead

PROPOSED NATIONAL REGISTER HISTORIC DISTRICT

Source: NYS GIS Orthophotography, 2013
 Scale: 1 inch = 300 feet



NPSW
 NELSON POPE & VOORHEES, LLC
 ENGINEERING • PLANNING • CONSULTING

ATTACHMENT B

List of Properties Located within the Proposed National Register Historic District

List of Properties located within the outline of proposed Historic National Register District

No.	Tax Map Number	#	Prefix	Street	Suffix
1	129.-1-1	59	E	Second	St
2	129.-1-2.1	223		East	Ave
3	129.-1-3.1	215		East	Ave
4	129.-1-4	209		East	Ave
5	128.-4-16	417		East	Ave
6	128.-4-17	411		East	Ave
7	128.-4-19	414		East	Ave
8	128.-4-20	410		East	Ave
9	128.-4-21	406		East	Ave
10	128.-4-22	404		East	Ave
11	126.-4-50	422		East	Ave
12	126.-4-54	323		Maple	Ave
13	127.-1-46	334		Maple	Ave
14	127.-1-47	336		Maple	Ave
15	127.-1-48	340		Maple	Ave
16	129.-2-16	153		Maple	Ave
17	129.-2-17	157		Maple	Ave
18	129.-2-18	151	E	Second	St
19	129.-2-19	203		Maple	Ave
20	129.-2-20	207		Maple	Ave
21	129.-2-21	213		Maple	Ave
22	129.-2-22.1	225		Maple	Ave
23	129.-2-22.2	219		Maple	Ave
24	129.-2-23	226		Maple	Ave
25	129.-2-24	218		Maple	Ave
26	129.-2-25	212		Maple	Ave
27	129.-2-26	204		Maple	Ave
28	129.-2-27	156		Maple	Ave
29	129.-2-28	152		Maple	Ave
30	129.-2-29	150		Maple	Ave
31	129.-2-30	140		Maple	Ave
32	129.-2-39	145		Union	Ave
33	129.-2-40.1	153		Union	Ave
34	129.-2-40.2	225	E	Second	St
35	129.-2-41	203		Union	Ave
36	129.-2-42	213		Union	Ave
37	129.-2-43	219		Union	Ave
38	129.-2-44	223		Union	Ave
39	128.-4-23	402		East	Ave
40	128.-4-24	317		Maple	Ave
41	128.-4-25	311		Maple	Ave
42	128.-4-26	305		Maple	Ave
43	128.-5-11	12		3rd	St
44	128.-5-12	20		3rd	St
45	128.-5-13	28		3rd	St

List of Properties located within the outline of proposed Historic National Register District

No.	Tax Map Number	#	Prefix	Street	Suffix
46	128.-5-14	34		3rd	St
47	128.-5-15	38		3rd	St
48	128.-5-16	48		3rd	St
49	128.-5-17	58		3rd	St
50	128.-5-18	57		3rd	St
51	128.-5-19	49		3rd	St
52	128.-5-20	45		3rd	St
53	128.-5-21	41		3rd	St
54	128.-5-22	37		3rd	St
55	128.-5-25.1	24	E	Second	St
56	128.-5-26	322		Roanoke	Ave
57	128.-5-27	318		Roanoke	Ave
58	128.-5-28	312		Roanoke	Ave
59	128.-5-29	306		Roanoke	Ave
60	128.-5-30	36	E	Second	St
61	128.-5-31	46	E	Second	St
62	128.-5-32	54	E	Second	St
63	128.-5-33	311		East	Ave
64	128.-5-34	62	E	Second	St
65	128.-6-3.1	33	W	Second	St
66	128.-6-4.1	23		Second	St
67	128.-6-5.1	21	W	Second	St
68	128.-6-6	15	W	Second	St
69	128.-6-7	223		Roanoke	Ave
70	128.-6-8	215		Roanoke	Ave
71	128.-6-9	209-211		Roanoke	Ave
72	128.-6-31	220		Roanoke	Ave
73	128.-6-32	214		Roanoke	Ave
74	128.-6-33	208		Roanoke	Ave
75	128.-6-34	206		Roanoke	Ave
76	128.-6-35	17		Second	St
77	128.-6-36	12		1st	St
78	128.-6-37.1	18		1st	St
79	128.-6-38	21	E	Second	St
80	128.-6-39	29	E	Second	St
81	128.-6-40	33	E	Second	St
82	128.-6-41	43		Second	St
83	128.-6-42	49		Second	St
84	128.-6-43	55		Second	St
85	129.-2-1	324-326		East	Ave
86	129.-2-2	320-318		East	Ave
87	129.-2-3	316		East	Ave
88	129.-2-4.1	306		East	Ave
89	129.-2-4.2	308		East	Ave
90	129.-2-5	302		East	Ave
91	129.-2-6	224		East	Ave

List of Properties located within the outline of proposed Historic National Register District

No.	Tax Map Number	#	Prefix	Street	Suffix
92	129.-2-7	216		East	Ave
93	129.-2-8	212		East	Ave
94	129.-2-9	208		East	Ave
95	129.-2-10	204		East	Ave
96	129.-2-15	147		Maple	Ave
97	129.-3-1	216		Union	Ave
98	129.-3-2	210		Union	Ave
99	129.-3-3	204		Union	Ave
100	129.-3-4	156		Union	Ave
101	129.-3-5	150		Union	Ave
102	129.-3-6	144-146		Union	Ave
103	129.-3-7	138		Union	Ave
104	129.-3-8	132		Union	Ave
105	129.-3-9	124-126		Union	Ave
106	129.-3-10	406	E	Main	St
107	129.-3-11	414	E	Main	St
108	129.-3-12	420	E	Main	St
109	129.-3-13	428	E	Main	St
110	129.-3-14	117		Ostrander	Ave
111	129.-3-15.1	131		Ostrander	Ave
112	129.-3-15.2	129		Ostrander	Ave
113	129.-3-16	139		Ostrander	Ave
114	129.-3-17	143		Ostrander	Ave
115	129.-3-18	149		Ostrander	Ave
116	129.-3-19	315		Second	St
117	129.-3-22	328	E	Second	St
118	129.-3-23	332	E	Second	St
119	129.-3-24	404	E	Second	St
120	129.-3-25	414		Second	St
121	129.-3-26	422	E	Second	St
122	129.-3-28	146		Ostrander	Ave
123	129.-3-29	138		Ostrander	Ave
124	129.-3-30	130-132		Ostrander	Ave
125	129.-2-35	125		Union	Ave
126	129.-2-31	130		Maple	Ave
127	129.-2-36	131		Union	Ave
128	129.-2-38	141		Union	Ave
129	129.-2-37	135		Union	Ave
130	128.-3-38.1	193		Griffing	Ave
131	129.-3-20	314		Second	St
132	129.-3-21	324		Second	St

Re: Proposal for Services
Preparation of application materials and analysis in support of a Community Designation

Dear Ms. Kempner:

This letter provides you with a proposal for services in connection with a Community designation under the Wild, Scenic & Recreational Rivers (WSRR) Act as requested and based on work that we have completed for the Riverhead BOA project.

1. Introduction: As part of the inventory work for the BOA project, NP&V completed an initial review of properties within an area along West Main Street that may be eligible and appropriate for a new "Community" area designation under the WSRR Act (see map included as **Attachment A**). Based on this analysis, there appears to be a valid basis to pursue designation of the area identified herein. The current Recreational designation is unnecessarily restrictive given the existing land use, blighted properties, proximity to NYS Route 25 and overall conditions, and is also an impediment to redevelopment of this part of the Town. As a result, the opportunity to change this area to a Community designation under the WSRR regulations should be pursued as it would allow greater redevelopment potential, while still providing protection of the Peconic River due to the stringent WSRR regulations. The preparation of an application and supporting materials would require additional services which are outside the scope of our contract and thus we have prepared this proposal which provides the following scope and description of services with the associated cost to complete the work.

2. Scope and Task List: The application would include the preparation of a narrative to outline the history of the area and the basis for the Town's request to modify the designation within the WSRR boundary as well as supporting materials/analysis of the parcels within the proposed area. The following provides a general task list required to complete the application and expected deliverables:
 - a) Conduct analysis of land use within the proposed area. *Note: This task is to be completed under the scope of the overall BOA project and thus, no additional cost was assumed for this task.*
Deliverable: A map detailing the existing land use within the area proposed for a new WSRR Community Designation.

- b) Prepare a list of parcels, tax map numbers and land use. Much of the work required has been completed as part of BOA project. However, this task will require the preparation of the list and details regarding the specific parcels, their addresses and preparation of a separate product would be necessary as part of the submission to the DEC. *Note: As much of the work is part of the BOA project, few hours were assumed for this task).*

Deliverable: A spreadsheet containing the list of parcels within the area proposed for designation, their addresses, parcel acreage and current land use.

- c) Research histories of parcels proposed for WSRR designation change and demonstrate use and/or development prior to 1987 utilizing historic aerials, building department and tax assessor records to be supplied by the Town. Prepare calculations demonstrating compliance with the density requirements as per applicable standards (see details in #3 below). *Note: An initial analysis has been completed to support the recommendation for application for Community Designation. The calculations will need to be verified based upon the research contained in this task and may require modification to the boundary.*

Deliverable: Map illustrating historic land uses (i.e. prior to 1987) within the area proposed for designation and associated spreadsheet illustrating density calculation to support the designation (reflecting any alterations that may be necessary as a result of the historic land use).

- d) Prepare application narrative and submission package to the NYSDEC. Provide support to Town attorney for preparation of Petition with for submission to the NYSDEC and any modifications requested. Coordinate with the Town on any additional public notices that are required.

- e) Deliverable: Written application narrative detailing the justification for a WSRR community designation to be submitted in conjunction with the Petition to the NYSDEC Commissioner. Initial submission package to include all mapping and analysis conducted in Tasks A – C. Language for inclusion in the Petition to be reviewed by the Town Attorney's Office and submission of any additional analysis documentation (e.g. mapping, spreadsheets) requested by the DEC following initial review.

- f) Meetings with Town staff and NYSDEC (maximum four meetings).

Deliverable: Attendance at meetings with Town staff and NYSDEC as necessary. Provide a summary of meetings in a memo format to the Town.

- g) SEQRA Administration. Preparation of a Full EAF and limited scope Expanded EAF (Part III) which evaluates the potential impacts from the proposed change in WSRR designation. Provide assistance in SEQRA coordination and noticing.

Deliverable: Completed Long EAF and limited Part III/Expanded EAF, preparation of notices for ENB and determination of significance for adoption by the Town Board.

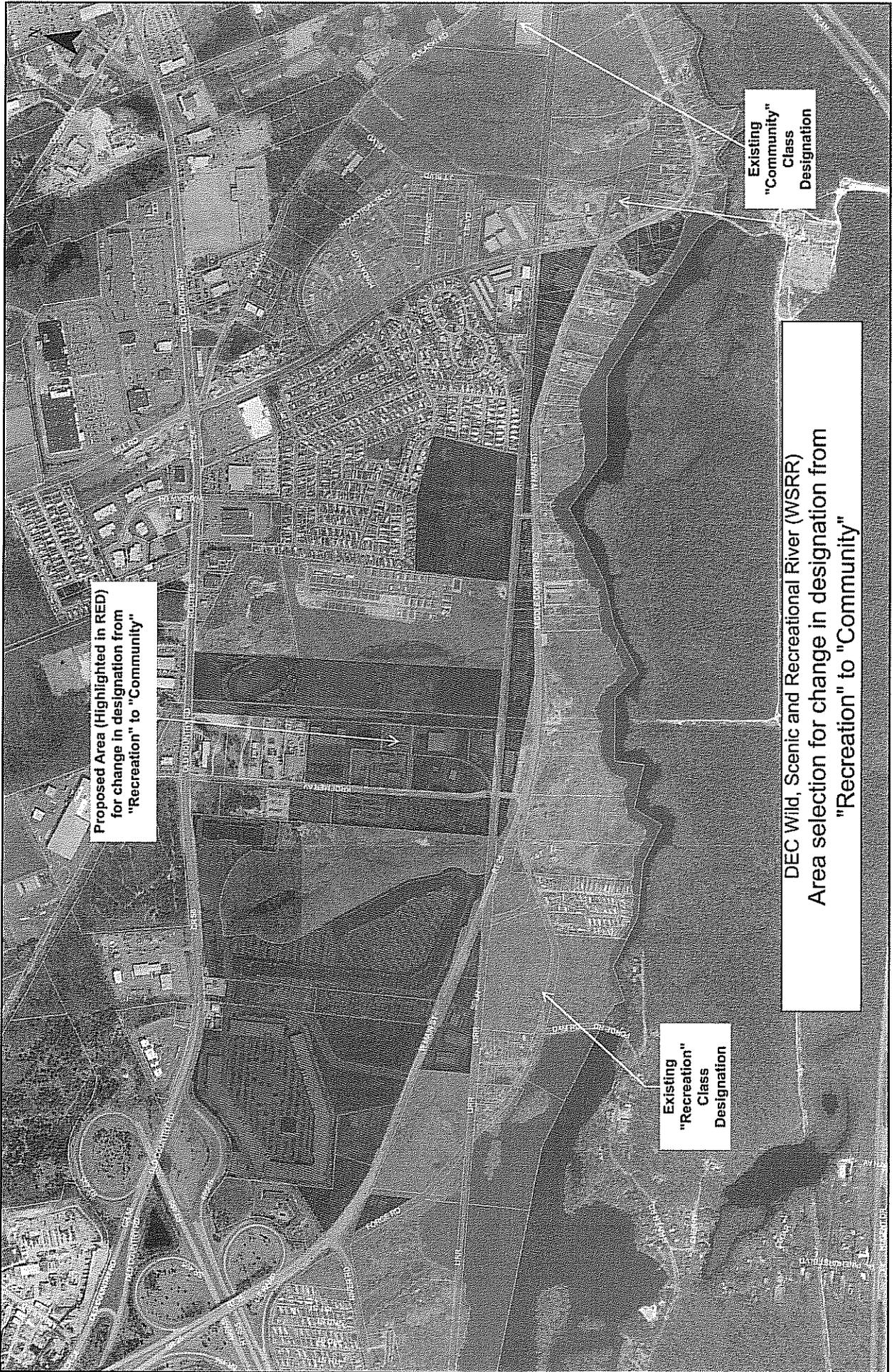
- h) Presentation on proposed designation change at public hearing. Prepare presentation materials and coordinate with the Town as necessary. Review of comments and preparation of responses as necessary.

Deliverable: PowerPoint presentation approved by the Town at public hearing. Provide a summary memo following public hearing to document concerns expressed during the hearing (and in writing if a comment period is imposed) and responses indicating any changes to the designation area recommended as a result of the comments/concerns. If required, prepared resubmission to NYSDEC with modified boundary and supporting materials. *Note: Town to provide NP&V with copies of any written comments received.*

3. Applicable Standards: According to the WSRR DEC regulation (Section 666.2 (m)), in order for an area to be eligible for the Community designation, the area must be at least 30 acres in size and the mix of parcels must meet the following criteria:
 - a. 85% minimum of lots were developed prior to legislative designation, and
 - b. The average lot size is $\frac{1}{2}$ acre or less or at least 40% of the lots were developed with industrial, institutional, and/or commercial uses.

4. Fees: The fee for these services is \$26,500 which is based upon the estimated hours required to complete the tasks. It is noted that we have accounted for those tasks which are included in the scope of work under the current contract.

ATTACHMENT A



Proposed Area (Highlighted in RED)
for change in designation from
"Recreation" to "Community"

Existing
"Community"
Class
Designation

DEC Wild, Scenic and Recreational River (WSRR)
Area selection for change in designation from
"Recreation" to "Community"

Existing
"Recreation"
Class
Designation

Cost Estimate Breakdown for
WSSR Application Supporting Documentation, Coordination

		Managing Partner	Partner	NP&V Staff	
1	Conduct analysis of land use within the proposed area	0	0	0	0
2	Prepare application narrative	5	9	34	48
3	Prepare a list of parcels, tax map numbers and land use; prepare accompanying maps	1	1	6	8
4	Research history of parcels proposed for designation change and demonstrate use and/or development prior to 1987 utilizing historic aerials and building department and tax assessor records to be supplied by the Town.	3	4	20	27
5	Meetings and calls with Town staff and NYSDEC (includes preparation time, meeting time and minutes for maximum four meetings).	10	6	14	30
6	Provide support to Town attorney	2	8	18	28
7	Prepare presentation, supporting materials, presentation at public hearing	3	6	6	15
8	Review of comments and responses	3	3	18	24
9	SEQRA coordination/coordination with DEC	2	8	24	34
10	Public Noticing - coordinate with the Town		2	3	5
	Total Hours by staff member	29	47	143	219
		\$ 150.00	\$ 150.00	\$ 105.00	
		\$ 4,350.00	\$ 7,050.00	\$ 15,015.00	\$ 26,415.00
	Printing expenses				\$ 85.00
					\$ 26,500.00

Updated Schedule "B"
Includes New Components (10 and 11)

Components	NP&V	HWJ	N&P	SLI	Estimated Expenses	Total
Component 1 - Project Start-up, Kickoff meetings	\$3,400		\$1,890	\$2,270		\$7,560
Component 2 - Capacity Building and Training						
Component 3 - Community Participation Plan, including Stakeholder Meetings and Public Outreach	\$21,206		\$3,900	\$26,414	\$1,200	\$52,720
Component 4 - Draft Nomination Components 4.1 a, b, c, 4.2 and 4.3 a - i; as well as all components described in the proposal (inventory and analysis, brownfield and vacant sites, strategic sites)	\$96,550			\$7,616		\$104,166
4.3 c. Detailed demographic Analysis. Detailed separated demographic analyses of Riverhead community, and surrounding east end towns, prepare reports, prepare summary documents for distribution to development community	\$2,200				\$2,930	\$5,130
4.3 d. Prepare three alternative scenarios based upon input from the Town and community based upon initial assessments for analysis vis a vis the TOD growth plan (see 4f), economic sustainability, land use and environmental compatibility and analyze/refine to ensure feasibility in the context of infrastructure, transportation needs etc.	\$41,800					\$41,800
4.3 e. Environmental assessment of area properties including areawide database search/conduct FOILS through SCDHS, building department and fire marshal; purchase historic aerials and Sanborn mapping	\$7,000				\$2,000	\$9,000
4.3 f. TOD Growth Plan	\$0		\$114,625		\$9,600	\$124,225
4.3 g. Economic/Market Trends Analysis (including fiscal and economic benefit assessment of development scenarios)	\$51,065				\$3,400	\$54,465
Component 5 - Draft Nomination, Executive Summary, Interagency Briefing Package	\$22,305			\$3,100		\$25,405
Component 6 - Final Nomination and Advancing to BOA Program Step 3	\$7,945			\$855		\$8,800
Component 7 - SEQRA	\$5,060					\$5,060
Component 8 - Marketing	\$4,934			\$12,670	\$9,165	\$26,769
Component 9 - Project Reporting	\$2,830					\$2,830
Component 10 - WSRR Community Designation Application	\$26,500					\$26,500
Component 11 - Technical Support for National Register Application	\$3,220	\$17,580				\$20,800
Total	\$296,015	\$17,580	\$120,415	\$52,925	\$28,295	\$515,230

TOWN OF RIVERHEAD

Resolution # 308

**AUTHORIZES ACCEPTANCE OF SUFFOLK COUNTY DOWNTOWN
REVITALIZATION ROUND 11 GRANT FOR DOWNTOWN LED LIGHTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is always desirous to improve the economy and quality of life within the Town of Riverhead; and

WHEREAS, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

WHEREAS, Suffolk County announced Round 11 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

WHEREAS, eligible applicants include chambers of commerce and business improvement districts with municipalities acting as local sponsors; and

WHEREAS, the Town of Riverhead Community Development Department applied for and received a \$30,000 funding award on behalf of the Riverhead Business Improvement District under Rounds 11 of the Suffolk County Downtown Revitalization Program to provide funds for site improvements to the Town of Riverhead property along the downtown sidewalks to upgrade and replace aging street lights with more energy efficient LED lights; and

WHEREAS, the project meets the requirements and goals and objectives of the program, is consistent with the goals of the East Main Street Urban Renewal Plan (1993 and 2008 update), the Vision Plan for Downtown Riverhead (BID 1995), the Revitalization Strategy for Downtown Riverhead (APPS, June 2000), the Town of Riverhead Comprehensive Plan (2003), Downtown Center-1 zoning district (2004), and the objectives of Smart Growth as recognized by Vision Long Island (2005); and

WHEREAS, the project is supported by the Riverhead Business Improvement District and the Riverhead Town Board; and

WHEREAS, upon acceptance of the award, the Town is required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law; and

WHEREAS, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the acceptance of the LED Main Street light upgrade/replacement project award of \$30,000 pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program; and

BE IT FURTHER RESOLVED, that the Town Clerk shall send a copy of this resolution upon adoption by the Town Board to the Community Development Department and the Town Attorney; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

October 25, 2013

The Honorable Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Dear Supervisor Walter:

I am pleased to inform you that the following applicant(s) within your municipality have been awarded funding through Round 11 of the Downtown Revitalization Program:

- Town of Riverhead Business Improvement District: \$30,000 granted for Purchase and installation of LED light fixtures along Main Street.

After careful deliberation of all applications, including the use of a merit-based scoring system, the Downtown Revitalization Citizens Advisory Panel recommended awards to County Executive Bellone and the Suffolk County Legislature. The Legislature and County Executive concurred with these recommendations, resulting in the awarding of funds for 11 projects countywide.

As the municipal partner for these applications, you have agreed to contract with the County for the funding and therefore must execute a contract before any portion of the funding is spent. Enclosed you will find a blank Project Summary which needs to be completed and returned for each of the awards. *Because the requested funding level may not be the same amount as awarded, it is important to consult with each organization when completing these forms.* The completed Project Summary and required back up must be received by our office no later than 120 days from the date of this letter or the County reserves its right to reconsider the grant award. Please note that funds spent prior to the effective date on the fully executed contract will not be reimbursed.

I look forward to working with you toward the improvement and revitalization of your downtown area. If you have any questions on this matter, please do not hesitate to contact Carolyn E. Fahey, Intergovernmental Relations Coordinator at 631-853-4833.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM/jo

Attachments

cc: Carolyn E. Fahey, Intergovernmental Rel. Coord./Chair., Downtown Citizen Advisory Panel
Legislator Krupsky
Raymond Pickersgill
Chris Kempner

TOWN OF RIVERHEAD

Resolution # 309

**AUTHORIZES SUPERVISOR TO SIGN SUFFOLK COUNTY COMMUNITY COLLEGE
CULINARY ARTS & HOSPITALITY CENTER USE AGREEMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York Department of State (NYSDOS) solicited applications from municipalities to participate in the Brownfield Opportunity Areas (BOA) Program for assistance in redeveloping brownfields, abandoned or vacant buildings and areas of economic distress by funding a range of pre-development activity necessary to attract investment to transform underutilized properties for new uses; and

WHEREAS, the Community Development Department submitted a BOA grant application that was awarded to the Town by NYSDOS in the amount of \$567,000 to assist with redevelopment of dormant and blighted lands along the Main Street/NYS Route 25/Peconic River corridor and return underutilized sites to productive use through sound planning and implementation strategies for the area as a whole, and

WHEREAS, the BOA grant work plan encourages community outreach and engagement during the implementation of the grant; and

WHEREAS, the Town Board through an appropriate RFP process selected Nelson, Pope & Voorhis, LLC, (NPV) to facilitate implementation of the above-referenced BOA grant goals including hosting open houses and community outreach events; and

WHEREAS, a well attended Open House for the BOA grant project (the Peconic River/Route 25 Corridor - from LIE to Riverhead Town Hall) was held at the Suffolk Theater on March 26th hosted by the Town of Riverhead, NPV, and Sustainable Long Island; and

WHEREAS, NPV and Sustainable Long Island propose that the next Public Open House to be held **May 20, 2014** at the Suffolk County Community College Culinary Arts & Hospitality Center from 3-5pm and 7-9pm.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the Suffolk County Community College Culinary Arts & Hospitality Center Use Agreement attached subject to Town Attorney review and approval with usage fees to be waived or paid for under the NPV contract; and

RESOLVED, that the Town Clerk shall send a copy of this resolution to Community Development and the Town Attorney; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Town of Riverhead

Resolution # 310

AUTHORIZES SUBMISSION OF LETTER OF INTENT AND EXECUTION OF CONTRACT BY THE SUPERVISOR FOR OPERATION AND MAINTENANCE GRANT PROGRAM TO NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the State of New York Environmental Facilities Corporation (EFC) provides assistance to municipalities that provide boat pumpout facilities for marine waste holding tanks and portable toilets; and

WHEREAS, funding is available for up to 75%, with a maximum annual grant of \$5,000 for pumpout boats and \$2,000 for stationary facilities; and

WHEREAS, it is the policy of the Riverhead Town Board to encourage those practices that minimize hazardous influences on the Peconic Estuary system; and

WHEREAS, the Town of Riverhead is eligible for up to \$14,000 in reimbursement for the 2013 season.

THEREFORE, BE IT RESOLVED, by the Riverhead Town Board authorizes the Supervisor to submit the letter of intent and execute a contract with EFC.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and Sgt. Sean Egan.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 311

ESTABLISHES THURSDAY FARMERS' MARKET LOCATION FOR 2014 SEASON

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead provides space within the downtown riverfront parking area for the Thursday Farmers' Market on a seasonal basis; and

WHEREAS, the Farmers' Market utilized the area located behind SCTM#0600-129-1-11, 12 and 13 on property owned by the Town of Riverhead in 2013 and found the location to be acceptable.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Farmers' Market to be located on said property on each Thursday beginning June 5, 2014 from 11am – 4pm for the 2014 season.

BE IT FURTHER RESOLVED, that Town Clerk shall forward a certified copy of this resolution to Bob Gammon, 70 Woodside Lane, Laurel, NY 11948, and Suffolk County Dept. of Health Services (WIC Administrative Office), H. Lee Dennison Building 100 Veterans Memorial Hwy., PO Box 6100, Hauppauge, NY 11788, and

BE IT FURTHERED RESOLVED, that the Town Clerk shall forward a copy of this resolution to the Community Development Department and the Town Attorney, and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 312

AWARDS BID FOR ANNUAL MATERIALS AND ASPHALT PROCUREMENT CONTRACT

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 for the Annual Construction Contracts; and

WHEREAS, five (5) bids were received, opened and read aloud on the 11th day of April, 2014 at 11:10 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the bid package required bidders to complete all items in an award grouping in order for it to be a competitive bid and bidders that did not complete all bid items in a grouping are considered not-qualified in the Award Grouping; and

WHEREAS, the bid package required bidders for Item No.'s 60, 62, 64, 66, 68 and 72 to have asphalt plants located within 15 miles of the Town of Riverhead Highway Department. Bidders that submitted bids for supply plants that are located beyond the 15 mile boundary are deemed not-qualified in that Award Grouping.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Materials and Asphalt Procurement Contract be and is hereby awarded as follows:

Award No. 50 - Asphalt Materials Loaded into Town of Riverhead Trucks
 Low Bidder: East Island
 Alternate Low Bidder:
 Town of Riverhead Bid Received April 11, 2014
 Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
50	60	Asphalt Concrete Type 1, Base Course Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$ 60.00	\$15,000.00
	62	Asphalt Binder Course Type 3, Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$ 65.00	\$16,250.00
	64	Asphalt Top Course Type 6 Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$ 70.00	\$17,500.00
	68	Asphalt Top Course Type 7 Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$ 72.00	\$18,000.00

TOTAL: \$66,750.00

Award No. 51 - Cold Patch Loaded into Town of Riverhead Trucks

Low Bidder: East Island

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
51	66	Cold Mix Bituminous Pavement Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$130.00	\$32,500.00

TOTAL: \$32,500.00

Award No. 52 - Sand Asphalt Base Course Loaded into Town of Riverhead Trucks

Low Bidder: Intercounty

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island Asphalt	
						Unit Cost	Total Price
52	72	Sand Asphalt Base Course Loaded into Town of Riverhead Trucks	Ton	1-500	250	\$60.00	\$15,000.00

TOTAL: \$15,000.00

Award No. 53 - Baseball Field Soil Materials Loaded into Town of Riverhead Trucks

Low Bidder: Barbato

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
53	28	Baseball Sand Mix	CY	1-500	250	\$29.00	\$7,250.00
	29	Baseball Clay Mix	CY	1-500	250	\$46.00	\$11,500.00
	33	Road Sand Mix	CY	1-500	250	\$29.00	\$7,250.00

TOTAL: \$26,000.00

Award No. 54 - Composite Soil Mix, Pea Gravel

Low Bidder: Barbato

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
54	31-S	Composite Soil Mix	CY	1-1000	500	\$55.00	\$27,500.00
	31-G	Pea Gravel	CY	1-100	100	\$85.00	\$8,500.00

TOTAL: \$36,000.00

Award No. 55 - Recycled Concrete Aggregate
 Low Bidder: East Island
 Alternate Low Bidder: Barbato
 Town of Riverhead Bid Received April 11, 2014
 Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	East Island		Barbato	
						Unit Cost	Total Price	Unit Cost	Total Price
55	4-P	Recycled Concrete Aggregate	CY	1-1000	500	\$15.00	\$7,500.00	\$16.00	\$8,000.00
TOTAL:							\$7,500.00		\$8,000.00

Award No. 56 - Certified Wood Fiber Safety Surface
 Low Bidder: Barbato
 Alternate Low Bidder:
 Town of Riverhead Bid Received April 11, 2014
 Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
56	152	Certified Wood Fiber Safety Surface	CY	1-500	250	\$27.85	\$6,962.50
TOTAL:							\$6,962.50

Award No. 57 - Landscaping Wood Mulch
 Low Bidder: Barbato
 Alternate Low Bidder:
 Town of Riverhead Bid Received April 11, 2014
 Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
57	160-L	Landscaping Wood Mulch - Low Grade	CY	1-500	250	\$13.00	\$3,250.00
	160-H	Landscaping Wood Mulch - High Grade	CY	1-500	250	\$16.00	\$4,000.00
TOTAL:							\$7,250.00

Award No. 58 - Blue Stone
 Low Bidder: Barbato
 Alternate Low Bidder:
 Town of Riverhead Bid Received April 11, 2014
 Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
58	170-3/8"	Blue Stone - 3/8"	CY	1-500	250	\$56.00	\$14,000.00
	170-3/4"	Blue Stone - 3/4"	CY	1-500	250	\$56.00	\$14,000.00
	170-S	Blue Stone Screenings	CY	1-500	250	\$56.00	\$14,000.00
TOTAL:							\$42,000.00

Award No. 60 - Ready-Mix Concrete - Low Quantity

Low Bidder: Barbato

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
60	14	Ready-Mix Concrete	CY	1-5	2	\$218.00	\$436.00

TOTAL: \$436.00

Award No. 61 - Ready-Mix Concrete - Mid Quantity

Low Bidder: Barbato

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
61	14	Ready-Mix Concrete	CY	6-10	8	\$138.00	\$1,104.00

TOTAL: \$1,104.00

Award No. 62 - Ready-Mix Concrete - High Quantity

Low Bidder: Barbato

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato	
						Unit Cost	Total Price
62	14	Ready-Mix Concrete	CY	11-15	12	\$132.00	\$1,584.00

TOTAL: \$1,584.00

Award No. 63 - Drainage Pipe

Low Bidder: T. Mina

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	T. Mina	
						Unit Cost	Total Price
63	30-4"	4" Diameter Underdrains	LF	0-500	250	\$0.48	\$120.00
	30-6"	6" Diameter Underdrains	LF	0-500	250	\$1.32	\$330.00
	30-8"	8" Diameter Underdrains	LF	0-500	250	\$2.44	\$610.00
	15-4"	4" Diameter Polyethylene Pipe	LF	0-500	250	\$1.07	\$267.50
	15-12"	12" Diameter Polyethylene Pipe	LF	0-500	250	\$7.00	\$1,750.00
	15-15"	15" Diameter Polyethylene Pipe	LF	0-500	250	\$9.12	\$2,280.00
	15-18"	18" Diameter Polyethylene Pipe	LF	0-500	250	\$13.48	\$3,370.00
	15-24"	24" Diameter Polyethylene Pipe	LF	0-500	250	\$20.85	\$5,212.50
	15-30"	30" Diameter Polyethylene Pipe	LF	0-500	250	\$32.87	\$8,217.50

	15-36"	36" Diameter Polyethylene Pipe	LF	0-500	250	\$42.57	\$10,642.50	
	15-48"	48" Diameter Polyethylene Pipe	LF	0-500	250	\$73.24	\$18,310.00	
	184	Non-Woven Geotextile	SY	0-1500	1000	\$0.68	\$680.00	
TOTAL:							\$51,790.00	

Award No. 64 - Topsoil, Fertilizer, Lime
Low Bidder: Barbato
Alternate Low Bidder:
Town of Riverhead Bid Received April 11, 2014
Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato		
						Unit Cost	Total Price	
64	32-T	Topsoil	CY	1-100	100	\$22.50	\$2,250.00	
	32-F	Fertilizer	Tons	1-5	5	\$724.00	\$3,620.00	
	32-L	Lime	Tons	1-5	5	\$243.00	\$1,215.00	
	32-S	Seed	Pounds	1-1000	1000	\$1.95	\$1,950.00	
TOTAL:							\$9,035.00	

Award No. 65 - Planting Mix
Low Bidder: Barbato
Alternate Low Bidder:
Town of Riverhead Bid Received April 11, 2014
Annual Procurement Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato		
						Unit Cost	Total Price	
65	34	Planting Mix	CY	1-1000	500	\$94.00	\$47,000.00	
TOTAL:							\$47,000.00	

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 24 hours of the Town's request for provision of supplies, the Town may approach the Alternate Low Bidder for the provision of supplies; and

BE IT FURTHER RESOLVED, that in the event that the Town issues a purchase order to the appropriate bidder and said bidder fails to perform in accordance with the General Specifications and/or Technical Specifications on more than two documented occasions, the Town will proceed to terminate the contract with the bidder and void the existing purchase order(s); and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute a contract with the various low and alternate low bidders; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 313

AWARDS BID FOR ANNUAL CONSTRUCTION CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contract, Riverhead, New York; and

WHEREAS, nine (9) bids were received, opened and read aloud on April 11, 2014 at 11:00 in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Construction Contract be and is hereby awarded as follows:

Award No. 1 - Mixed In Place Road Reconstruction - Low Quantity

Low Bidder: Corazzini

Alternate Low Bidder: KJB

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		KJB	
						Unit Cost	Total Price	Unit Cost	Total Price
1	2	Unclassified Excavation	CY	1-200	100	\$30.00	\$3,000.00	\$20.00	\$2,000.00
	2U	Removal of Unsuitable Material	CY	1-200	100	\$15.00	\$1,500.00	\$20.00	\$2,000.00
	3S-B	Excavation and Embankment - Borrow	CY	1-200	100	\$5.00	\$500.00	\$30.00	\$3,000.00
	3S-SGF	Excavation and Embankment - Select Granular Fill	CY	1-200	100	\$5.00	\$500.00	\$40.00	\$4,000.00
	3S-GS	Excavation and Embankment - Grading Subgrade	SY	1-200	100	\$10.00	\$1,000.00	\$12.00	\$1,200.00
	4	Stabilized Mixed-In-Place Recycled Base Course	SY	1 - 2,000	1,000	\$7.00	\$7,000.00	\$12.00	\$12,000.00
	4-P	Recycled Concrete Aggregate	CY	1-200	100	\$20.00	\$2,000.00	\$20.00	\$2,000.00
	25-C	Casting Adjustment	Ea.	1-5	3	\$100.00	\$300.00	\$500.00	\$1,500.00
	25-S	Subgrade Area Material	CY	1-5	3	\$20.00	\$60.00	\$200.00	\$600.00
	25-P	10'x10' Pavement Patch	Ea.	1 - 5	3	\$20.00	\$60.00	\$1,000.00	\$3,000.00
	50	Asphalt Top Course Type 6F	Ton	1-200	100	\$140.00	\$14,000.00	\$160.00	\$16,000.00

	52	Asphalt Binder Course Type 3	Ton	1-200	100	\$135.00	\$13,500.00	\$155.00	\$15,500.00	
	53	Tack Coat	Gal	1-5	3	\$50.00	\$150.00	\$100.00	\$300.00	
	55	Asphalt Concrete Type 1, Base Course	Ton	1-200	100	\$90.00	\$9,000.00	\$155.00	\$15,500.00	
	57	Asphalt Emulsions	Gal	1,000-5000	3000	\$4.00	\$12,000.00	\$3.00	\$9,000.00	
	112	Topsoil and Seed	SY	1-500	250	\$8.00	\$2,000.00	\$12.00	\$3,000.00	
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	1-1000	500	\$2.00	\$1,000.00	\$4.00	\$2,000.00	
Total Bid Comparison Award No. 1								\$67,570.00		\$92,600.00

Award No. 2 - Mixed In Place Road Reconstruction - High Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Corazzini

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Corazzini		
						Unit Cost	Total Price	Unit Cost	Total Price	
2	2	Unclassified Excavation	CY	201 - 500	350	\$25.00	\$8,750.00	\$10.00	\$3,500.00	
	2U	Removal of Unsuitable Material	CY	201 - 500	350	\$1.00	\$350.00	\$10.00	\$3,500.00	
	3S-B	Excavation and Embankment - Borrow	CY	201 - 500	350	\$1.00	\$350.00	\$15.00	\$5,250.00	
	3S-SGF	Excavation and Embankment - Select Granular Fill	CY	201 - 500	350	\$1.00	\$350.00	\$15.00	\$5,250.00	
	3S-GS	Excavation and Embankment - Grading Subgrade	SY	201 - 500	350	\$1.00	\$350.00	\$20.00	\$7,000.00	
	4	Stabilized Mixed-In-Place Recycled Base Course	SY	2,001 - 5,000	3500	\$5.00	\$17,500.00	\$4.75	\$16,625.00	
	4-P	Recycled Concrete Aggregate	CY	201 - 500	350	\$15.00	\$5,250.00	\$12.00	\$4,200.00	
	25-C	Casting Adjustment	Ea.	6 - 10	8	\$200.00	\$1,600.00	\$75.00	\$600.00	
	25-S	Subgrade Area Material	CY	6-10	8	\$100.00	\$800.00	\$5.00	\$40.00	
	25-P	10'x10' Pavement Patch	Ea.	6 - 10	8	\$100.00	\$800.00	\$5.00	\$40.00	
	50	Asphalt Top Course Type 6F	Ton	201-500	350	\$90.00	\$31,500.00	\$90.00	\$31,500.00	
	52	Asphalt Binder Course Type 3	Ton	201-500	350	\$60.00	\$21,000.00	\$90.00	\$31,500.00	
	53	Tack Coat	Gal	6-10	8	\$5.00	\$40.00	\$2.00	\$16.00	
	55	Asphalt Concrete Type 1, Base Course	Ton	201-500	350	\$50.00	\$17,500.00	\$75.00	\$26,250.00	
	57	Asphalt Emulsions	Gal	5001 - 15,000	10000	\$2.75	\$27,500.00	\$3.00	\$30,000.00	
	112	Topsoil and Seed	SY	501 - 1,500	1000	\$1.00	\$1,000.00	\$5.00	\$5,000.00	
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	1,001-5000	3,000	\$1.50	\$4,500.00	\$1.25	\$3,750.00	
Total Bid Comparison Award No. 2								\$139,140.00		\$174,021.00

Award No. 3 - Roadway/Parking Lot Construction - Low Quantity

Low Bidder: Corazzini

Alternate Low Bidder: Suffolk Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		Suffolk Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
3	1	Clearing and Grubbing	Acre	0-2.5	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
	2	Unclassified Excavation	CY	1-200	100	\$20.00	\$2,000.00	\$45.00	\$4,500.00
	3S-B	Excavation and Embankment - Borrow	CY	1-200	100	\$20.00	\$2,000.00	\$25.00	\$2,500.00
	3S-SGF	Excavation and Embankment - Select Granular Fill	CY	1-200	100	\$20.00	\$2,000.00	\$25.00	\$2,500.00
	3S-GS	Excavation and Embankment - Grading Subgrade	SY	1-200	100	\$20.00	\$2,000.00	\$25.00	\$2,500.00
	4	Stabilized Mixed-In-Place Recycled Base Course	SY	1 - 2,000	1,000	\$10.00	\$10,000.00	\$9.00	\$9,000.00
	4-P	Recycled Concrete Aggregate	CY	1-200	100	\$20.00	\$2,000.00	\$35.00	\$3,500.00
	25-C	Casting Adjustment	Ea.	1-5	3	\$100.00	\$300.00	\$250.00	\$750.00
	25-S	Subgrade Area Material	CY	1-5	3	\$10.00	\$30.00	\$100.00	\$300.00
	25-P	10'x10' Pavement Patch	Ea.	1 - 5	3	\$10.00	\$30.00	\$700.00	\$2,100.00
	50	Asphalt Top Course Type 6F	Ton	1-200	100	\$150.00	\$15,000.00	\$145.00	\$14,500.00
	52	Asphalt Binder Course Type 3	Ton	1-200	100	\$150.00	\$15,000.00	\$140.00	\$14,000.00
	53	Tack Coat	Gal	1-5	3	\$10.00	\$30.00	\$100.00	\$300.00
	55	Asphalt Concrete Type 1, Base Course	Ton	1-200	100	\$8.00	\$800.00	\$140.00	\$14,000.00
	57	Asphalt Emulsions	Gal	1,000-5,000	3,000	\$3.00	\$9,000.00	\$4.25	\$12,750.00
	112	Topsoil and Seed	SY	1-500	250	\$8.00	\$2,000.00	\$10.00	\$2,500.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	1-1,000	500	\$1.50	\$750.00	\$2.25	\$1,125.00
	118-SWM	Straw/Wood Fiber Mulch-Temporary	SY	1-500	250	\$5.00	\$1,250.00	\$6.00	\$1,500.00
	118-SM	Seed and Mulch - Temporary	SY	1-500	250	\$5.00	\$1,250.00	\$6.00	\$1,500.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	1-500	250	\$5.00	\$1,250.00	\$10.00	\$2,500.00
	118-S	Straw Bale - Temporary	LF	1-500	250	\$7.00	\$1,750.00	\$10.00	\$2,500.00
	118-G	Geotextiles	SY	1-200	100	\$2.00	\$200.00	\$2.00	\$200.00
	118-SF	Silt Fence - Temporary	LF	1-500	250	\$16.00	\$4,000.00	\$15.00	\$3,750.00
	118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	1-5	3	\$200.00	\$600.00	\$350.00	\$1,050.00
	118-J	Jute Mesh	SY	1-200	100	\$4.00	\$400.00	\$6.00	\$600.00
	118-SCE	Stabilized Construction Entrance	SY	1-200	100	\$4.00	\$400.00	\$10.00	\$1,000.00
Total Bid Comparison Award No. 3							\$79,040		\$107,425.00

Award No. 4 - Roadway/Parking Lot Construction - High Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Corazzini

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Corazzini	
						Unit Cost	Total Price	Unit Cost	Total Price
4	1	Clearing and Grubbing	Acre	2.6-5	5	\$4,000.00	\$20,000.00	\$5,000.00	\$25,000.00
	2	Unclassified Excavation	CY	201 - 500	350	\$20.00	\$7,000.00	\$15.00	\$5,250.00
	3S-B	Excavation and Embankment - Borrow	CY	201 - 500	350	\$0.01	\$3.50	\$15.00	\$5,250.00
	3S-SGF	Excavation and Embankment - Select Granular Fill	CY	201 - 500	350	\$0.01	\$3.50	\$3.00	\$1,050.00
	3S-GS	Excavation and Embankment - Grading Subgrade	SY	201 - 500	350	\$3.00	\$1,050.00	\$3.00	\$1,050.00
	4	Stabilized Mixed-In-Place Recycled Base Course	SY	2,001 - 5,000	3500	\$5.00	\$17,500.00	\$5.00	\$17,500.00
	4-P	Recycled Concrete Aggregate	CY	201 - 500	350	\$12.00	\$4,200.00	\$12.00	\$4,200.00
	25-C	Casting Adjustment	Ea.	6 - 10	8	\$100.00	\$800.00	\$50.00	\$400.00
	25-S	Subgrade Area Material	CY	6-10	8	\$20.00	\$160.00	\$20.00	\$160.00
	25-P	10'x10' Pavement Patch	Ea.	6 - 10	8	\$30.00	\$240.00	\$120.00	\$960.00
	50	Asphalt Top Course Type 6F	Ton	201-500	350	\$90.00	\$31,500.00	\$90.00	\$31,500.00
	52	Asphalt Binder Course Type 3	Ton	201-500	350	\$80.00	\$28,000.00	\$80.00	\$28,000.00
	53	Tack Coat	Gal	6-10	8	\$25.00	\$200.00	\$4.00	\$32.00
	55	Asphalt Concrete Type 1, Base Course	Ton	201-500	350	\$50.00	\$17,500.00	\$75.00	\$26,250.00
	57	Asphalt Emulsions	Gal	5001 - 15,000	10000	\$2.50	\$25,000.00	\$3.00	\$30,000.00
	112	Topsoil and Seed	SY	501 - 1,500	1000	\$6.00	\$6,000.00	\$6.00	\$6,000.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	1,001- 5000	3,000	\$1.50	\$4,500.00	\$1.20	\$3,600.00
	118-SWM	Straw/Wood Fiber Mulch - Temporary	SY	500-1500	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00
	118-SM	Seed and Mulch - Temporary	SY	500-1500	1,000	\$4.00	\$4,000.00	\$4.00	\$4,000.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	500-1500	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00
	118-S	Straw Bale - Temporary	LF	500-1500	1,000	\$3.00	\$3,000.00	\$2.00	\$2,000.00
	118-G	Geotextiles	SY	201 - 500	350	\$3.50	\$1,225.00	\$2.00	\$700.00
	118-SF	Silt Fence - Temporary	LF	501 - 1,500	1000	\$10.00	\$10,000.00	\$9.00	\$9,000.00
	118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	6-10	8	\$200.00	\$1,600.00	\$150.00	\$1,200.00
	118-J	Jute Mesh	SY	201 - 500	350	\$5.00	\$1,750.00	\$3.00	\$1,050.00
	118-SCE	Stabilized Construction Entrance	SY	201 - 500	350	\$1.00	\$350.00	\$1.00	\$350.00
Total Bid Comparison Award No. 4						\$187,582.00		\$206,502.00	

Award No. 5 - Drainage Installation

Low Bidder: Laser

Alternate Low Bidder: Landtek

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
5	4-P	Recycled Concrete Aggregate	CY	1 - 100	50	\$35.00	\$1,750.00	\$35.00	\$1,750.00
	7RR	Remove and Replace Concrete Curb	LF	1-100	50	\$45.00	\$2,250.00	\$50.00	\$2,500.00
	7ARR	Remove and Replace Concrete Header	LF	1-100	50	\$26.00	\$1,300.00	\$50.00	\$2,500.00
	9RR	Remove and Replace Conc. Sidewalk	SY	1-50	25	\$160.00	\$4,000.00	\$150.00	\$3,750.00
	13U-4"	Underdrain Pipe -4" Dia.	LF	1-100	50	\$10.00	\$500.00	\$6.00	\$300.00
	13U-6"	Underdrain Pipe -6" Dia.	LF	1-100	50	\$12.00	\$600.00	\$7.00	\$350.00
	13U-8"	Underdrain Pipe -8" Dia.	LF	1-100	50	\$18.00	\$900.00	\$8.00	\$400.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	1-100	50	\$20.00	\$1,000.00	\$15.00	\$750.00
	13P-12"	Polyethylene Pipe -12" Dia.	LF	1-100	50	\$30.00	\$1,500.00	\$30.00	\$1,500.00
	13P-15"	Polyethylene Pipe -15" Dia.	LF	1-100	50	\$35.00	\$1,750.00	\$35.00	\$1,750.00
	13P-18"	Polyethylene Pipe -18" Dia.	LF	1-100	50	\$45.00	\$2,250.00	\$45.00	\$2,250.00
	13P-24"	Polyethylene Pipe -24" Dia.	LF	1-100	50	\$65.00	\$3,250.00	\$63.00	\$3,150.00
	13P-30"	Polyethylene Pipe -30" Dia.	LF	1-100	50	\$75.00	\$3,750.00	\$65.00	\$3,250.00
	13P-36"	Polyethylene Pipe -36" Dia.	LF	1-100	50	\$85.00	\$4,250.00	\$70.00	\$3,500.00
	21A	Leaching Basins (8' Dia.x 4'L)	Ea.	1 - 5	3	\$3,500.00	\$10,500.00	\$3,300.00	\$9,900.00
	21B	Leaching Basins (8' Dia.x 8'L)	Ea.	1 - 5	3	\$4,200.00	\$12,600.00	\$4,000.00	\$12,000.00
	21C	Leaching Basins (8' Dia.x 12'L)	Ea.	1 - 5	3	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00
	21D	Leaching Basins (10' Dia.x 4'L)	Ea.	1 - 5	3	\$3,500.00	\$10,500.00	\$3,900.00	\$11,700.00
	21E	Leaching Basins (10' Dia.x 8'L)	Ea.	1 - 5	3	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00
	21F	Leaching Basins (10' Dia.x 12'L)	Ea.	1 - 5	3	\$5,000.00	\$15,000.00	\$5,200.00	\$15,600.00
	23A	Catch Basins Type A	Ea.	1 - 5	3	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
	23B	Catch Basins Type B	Ea.	1 - 5	3	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00
	23AXD	Catch Basins Type A - Add Depth	VF	1 - 5	3	\$600.00	\$1,800.00	\$325.00	\$975.00
	23BXD	Catch Basins Type B - Add Depth	VF	1 - 5	3	\$800.00	\$2,400.00	\$325.00	\$975.00
	25-C	Casting Adjustment	Ea.	1-5	3	\$400.00	\$1,200.00	\$400.00	\$1,200.00
	25-S	Subgrade Area Material	CY	1	1	\$50.00	\$50.00	\$40.00	\$40.00
	25-P	10'x10' Pavement Patch	Ea.	1 - 5	3	\$800.00	\$2,400.00	\$3,000.00	\$9,000.00
	27-MH	Manholes-4ID/Base Section 3'-6"	Ea.	1 - 5	3	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00
	27-MHADX	Manholes-4ID/Additional Depth	VF	1 - 5	3	\$600.00	\$1,800.00	\$300.00	\$900.00
	27-DI	Drop Inlets-2' ID/Base Section 3'	Ea.	1 - 5	3	\$2,400.00	\$7,200.00	\$2,200.00	\$6,600.00
	53	Tack Coat	Gal	1-10	5	\$10.00	\$50.00	\$6.00	\$30.00
	112	Topsoil and Seed	SY	1-500	250	\$10.00	\$2,500.00	\$10.00	\$2,500.00
Total Bid Comparison Award No. 5							\$153,750		\$154,620

Award No. 6 - Mill and Overlay - Low Quantity
 Low Bidder: Corrazini
 Alternate Low Bidder: South Fork Asphalt
 Town of Riverhead Bid Received April 11, 2014
 Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		South Fork Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
6	2U	Removal of Unsuitable Material (below lower limit if Item No. 4S)	CY	1 - 50	25	\$1.00	\$25.00	\$1.00	\$25.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	1-25	10	\$1.00	\$10.00	\$8.00	\$80.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	1-200	100	\$85.00	\$8,500.00	\$85.00	\$8,500.00
	50	Asphalt Top Course Type 6F	Ton	1-200	100	\$88.00	\$8,800.00	\$95.00	\$9,500.00
	52	Asphalt Binder Course Type 3	Ton	1-200	100	\$65.00	\$6,500.00	\$80.00	\$8,000.00
	53	Tack Coat	Gal	1-5	3	\$2.00	\$6.00	\$1.00	\$3.00
	59	Cold Milling, Shaping and Removal of Bituminous Concrete Pavement	SY	1-3000	1,500	\$4.00	\$6,000.00	\$5.25	\$7,875.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	1 - 2,000	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00
	118-SWM	Straw/Wood Fiber Mulch - Temporary	SY	1-500	250	\$1.00	\$250.00	\$1.00	\$250.00
	118-SM	Seed and Mulch - Temporary	SY	1-500	250	\$1.00	\$250.00	\$1.50	\$375.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	1-500	250	\$1.00	\$250.00	\$1.25	\$312.50
	118-S	Straw Bale - Temporary	LF	1-500	250	\$3.00	\$750.00	\$1.00	\$250.00
	118-G	Geotextiles	SY	1-200	100	\$3.00	\$300.00	\$5.00	\$500.00
	118-SF	Silt Fence - Temporary	LF	1-500	250	\$5.00	\$1,250.00	\$5.00	\$1,250.00
	118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	1-5	5	\$100.00	\$500.00	\$175.00	\$875.00
	118-J	Jute Mesh	SY	1-200	100	\$1.00	\$100.00	\$1.50	\$150.00
	118-SCE	Stabilized Construction Entrance	SY	1-200	100	\$1.00	\$100.00	\$1.00	\$100.00
Total Bid Comparison Award No.6							\$34,591.00		\$39,045.50

Award No. 7 - Mill and Overlay - High Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Corazzini

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Corazzini	
						Unit Cost	Total Price	Unit Cost	Total Price
7	2U	Removal of Unsuitable Material (below lower limit if Item No. 4S)	CY	51-100	75	\$1.00	\$75.00	\$1.00	\$75.00
	4-SS	Stabilized Soil Aggregate Subbase	CY	26-50	35	\$1.00	\$35.00	\$1.00	\$35.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	201-1000	600	\$60.00	\$36,000.00	\$73.00	\$43,800.00
	50	Asphalt Top Course Type 6F	Ton	201 - 1,000	600	\$90.00	\$54,000.00	\$76.00	\$45,600.00
	52	Asphalt Binder Course Type 3	Ton	201-1000	600	\$60.00	\$36,000.00	\$70.00	\$42,000.00
	53	Tack Coat	Gal	6-10	8	\$10.00	\$80.00	\$2.00	\$16.00
	59	Cold Milling, Shaping and Removal of Bituminous Concrete Pavement	SY	3001-5000	4,000	\$3.00	\$12,000.00	\$4.00	\$16,000.00
	116	Thermoplastic ReflectORIZED Pavement Markings	LF	2001-5000	3,500	\$1.00	\$3,500.00	\$1.00	\$3,500.00
	118-SWM	Straw/Wood Fiber Mulch - Temporary	SY	501-1000	750	\$1.00	\$750.00	\$1.00	\$750.00
	118-SM	Seed and Mulch - Temporary	SY	501-1000	750	\$1.00	\$750.00	\$1.00	\$750.00
	118-SSWM	Seed and Straw/Wood Fiber Mulch - Temporary	SY	501-1000	750	\$1.00	\$750.00	\$1.00	\$750.00
	118-S	Straw Bale - Temporary	LF	501-1000	750	\$1.00	\$750.00	\$3.00	\$2,250.00
	118-G	Geotextiles	SY	201-500	350	\$1.00	\$350.00	\$1.00	\$350.00
	118-SF	Silt Fence - Temporary	LF	501-1000	750	\$1.00	\$750.00	\$4.00	\$3,000.00
	118-D	Drainage Structure Inlet Protection, Prefabricated - Temporary	Ea.	6-10	10	\$1.00	\$10.00	\$150.00	\$1,500.00
	118-J	Jute Mesh	SY	201-500	500	\$1.00	\$500.00	\$1.00	\$500.00
	118-SCE	Stabilized Construction Entrance	SY	201-500	350	\$1.00	\$350.00	\$1.00	\$350.00
Total Bid Comparison Award No.7							\$146,650.00		\$161,226.00

Award No. 8 - Concrete Flatwork and Curbing - Low Quantity

Low Bidder: Laser

Alternate Low Bidder: KJB

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		KJB	
						Unit Cost	Total Price	Unit Cost	Total Price
8	2U	Removal of Unsuitable Material	CY	1-10	5	\$40.00	\$200.00	\$30.00	\$150.00
	6	Detectable Warning Units	SF	1 - 25	10	\$35.00	\$350.00	\$35.00	\$350.00
	7	Concrete Curb	LF	1-200	100	\$23.00	\$2,300.00	\$30.00	\$3,000.00
	7A	Concrete Header	LF	1-200	100	\$24.00	\$2,400.00	\$30.00	\$3,000.00
	7RR	Remove and Replace Concrete Curb	LF	1-200	100	\$30.00	\$3,000.00	\$32.00	\$3,200.00
	7ARR	Remove and Replace Concrete Header	LF	1-200	100	\$28.00	\$2,800.00	\$30.00	\$3,000.00
	8	Jumbo Belgian Block Curb	LF	1-200	100	\$26.00	\$2,600.00	\$26.00	\$2,600.00
	8RR	Remove and Replace Jumbo Belgian Block Curb	LF	1-200	100	\$29.00	\$2,900.00	\$30.00	\$3,000.00
	9	Concrete Sidewalk	SY	1-100	50	\$81.00	\$4,050.00	\$75.00	\$3,750.00
	9RR	Remove and Replace Concrete Sidewalk	SY	1-100	50	\$90.00	\$4,500.00	\$80.00	\$4,000.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	1-100	50	\$90.00	\$4,500.00	\$90.00	\$4,500.00
	10-6"	Colored and Imprinted Concrete Sidewalk - 6"	SY	1-100	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00
	10-4"RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	1-100	50	\$95.00	\$4,750.00	\$90.00	\$4,500.00
	10-6"RR	Remove and Replace Colored and Imprinted Concrete - 6"	SY	1-100	50	\$110.00	\$5,500.00	\$100.00	\$5,000.00
	11	Concrete Aprons	SY	1-50	25	\$72.00	\$1,800.00	\$100.00	\$2,500.00
	11RR	Remove and Replace Concrete Aprons	SY	1-25	10	\$90.00	\$900.00	\$100.00	\$1,000.00
	12	Trench Drain	LF	1-100	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	1-200	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00
	112	Topsoil and Seed	SY	1-200	100	\$12.00	\$1,200.00	\$12.00	\$1,200.00
Total Bid Comparison Award No. 8							\$54,750.00		\$55,750.00

Award No. 9 - Concrete Flatwork and Curbing - High Quantity

Low Bidder: Laser

Alternate Low Bidder: Landtek

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
9	2U	Removal of Unsuitable Material	CY	11 - 20	15	\$35.00	\$525.00	\$40.00	\$600.00
	6	Detectable Warning Units	SF	26 - 100	60	\$35.00	\$2,100.00	\$30.00	\$1,800.00
	7	Concrete Curb	LF	201 - 1,000	600	\$22.00	\$13,200.00	\$24.00	\$14,400.00
	7A	Concrete Header	LF	201 - 1,000	600	\$23.00	\$13,800.00	\$24.00	\$14,400.00
	7RR	Remove and Replace Concrete Curb	LF	201 - 1,000	600	\$25.00	\$15,000.00	\$28.00	\$16,800.00
	7ARR	Remove and Replace Concrete Curb	LF	201 - 1,000	600	\$28.00	\$16,800.00	\$28.00	\$16,800.00
	8	Jumbo Belgian Block Curb	LF	201 - 1,000	600	\$24.00	\$14,400.00	\$20.00	\$12,000.00
	8RR	Remove and Replace Jumbo Belgian Block Curb	LF	201 - 1,000	600	\$26.00	\$15,600.00	\$25.00	\$15,000.00
	9	Concrete Sidewalk	SY	101-500	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00
	9RR	Remove and Replace Concrete Sidewalk	SY	101-500	300	\$81.00	\$24,300.00	\$90.00	\$27,000.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	101-500	300	\$95.00	\$28,500.00	\$100.00	\$30,000.00
	10-6"	Colored and Imprinted Concrete Sidewalk - 6"	SY	101-500	300	\$105.00	\$31,500.00	\$115.00	\$34,500.00
	10-4"RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	101-500	300	\$100.00	\$30,000.00	\$115.00	\$34,500.00
	10-6"RR	Remove and Replace Colored and Imprinted Concrete - 6"	SY	101-500	300	\$110.00	\$33,000.00	\$125.00	\$37,500.00
	11	Concrete Aprons	SY	51-100	75	\$72.00	\$5,400.00	\$90.00	\$6,750.00
	11RR	Remove and Replace Concrete Aprons	SY	26 - 100	60	\$90.00	\$5,400.00	\$105.00	\$6,300.00
	12	Trench Drain	LF	101-300	200	\$90.00	\$18,000.00	\$90.00	\$18,000.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	201-500	350	\$8.00	\$2,800.00	\$5.00	\$1,750.00
	112	Topsoil and Seed	SY	201-500	350	\$9.00	\$3,150.00	\$9.00	\$3,150.00
Total Bid Comparison Award No. 9							\$295,975.00		\$313,750.00

Award No. 10 - Permeable Paver Parking Lot/Roadway - Low Quantity

Low Bidder: Excav

Alternate Low Bidder: Landtek

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Excav		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
10	2	Unclassified Excavation	CY	1-500	300	\$32.00	\$9,600.00	\$35.00	\$10,500.00
	6	Detectable Warning Units	SF	1-100	50	\$32.00	\$1,600.00	\$30.00	\$1,500.00
	7	Concrete Curb	LF	1-500	250	\$21.47	\$5,367.50	\$25.00	\$6,250.00
	8	Jumbo Belgian Block Curb	LF	1-500	250	\$17.00	\$4,250.00	\$25.00	\$6,250.00
	9	Concrete Sidewalk	SY	1-50	25	\$60.63	\$1,515.75	\$90.00	\$2,250.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	1-50	25	\$156.16	\$3,904.00	\$115.00	\$2,875.00
	11	Concrete Aprons	SY	1-50	25	\$135.00	\$3,375.00	\$135.00	\$3,375.00
	12	Trench Drain	LF	1-100	50	\$189.00	\$9,450.00	\$115.00	\$5,750.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	1-100	50	\$16.00	\$800.00	\$45.00	\$2,250.00
	74	Painted Lines	LF	1-1000	500	\$1.75	\$875.00	\$1.00	\$500.00
	112	Topsoil and Seed	SY	1-200	100	\$17.09	\$1,709.00	\$8.00	\$800.00
	190-P	Permeable Interlocking Concrete Pavement – Eco-ridge	SY	0 - 1,000	500	\$110.97	\$55,485.00	\$125.00	\$62,500.00
	190-O	Concrete Grid Pavements	SY	0 - 1,000	500	\$111.92	\$55,960.00	\$135.00	\$67,500.00
	190- PP	Permeable Interlocking Concrete Pavement – SF-Rima	SY	0 - 1,000	500	\$110.97	\$55,485.00	\$125.00	\$62,500.00
	191	Unit Pavers	SY	0 - 1,000	500	\$96.97	\$48,485.00	\$115.00	\$57,500.00
Total Bid Comparison Award No. 10							\$257,861.25		\$292,300.00

Award No. 11 - Permeable Paver Parking Lot/Roadway - High Quantity

Low Bidder: Landtek

Alternate Low Bidder: Laser

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Landtek		Laser	
						Unit Cost	Total Price	Unit Cost	Total Price
11	2	Unclassified Excavation	CY	501-1000	750	\$40.00	\$30,000.00	\$30.00	\$22,500.00
	6	Detectable Warning Units	SF	101-200	150	\$30.00	\$4,500.00	\$30.00	\$4,500.00
	7	Concrete Curb	LF	501-1000	750	\$24.00	\$18,000.00	\$30.00	\$22,500.00
	8	Jumbo Belgian Block Curb	LF	501-1000	750	\$20.00	\$15,000.00	\$38.00	\$28,500.00
	9	Concrete Sidewalk	SY	51-100	75	\$95.00	\$7,125.00	\$144.00	\$10,800.00
	10-4"	Colored and Imprinted Concrete Sidewalk - 4"	SY	51-100	75	\$115.00	\$8,625.00	\$180.00	\$13,500.00
	11	Concrete Aprons	SY	51-100	75	\$100.00	\$7,500.00	\$198.00	\$14,850.00
	12	Trench Drain	LF	101-200	150	\$90.00	\$13,500.00	\$200.00	\$30,000.00
	13P-4"	Polyethylene Pipe -4" Dia.	LF	101-200	150	\$35.00	\$5,250.00	\$15.00	\$2,250.00
	74	Painted Lines	LF	1001-5000	3,000	\$0.70	\$2,100.00	\$2.00	\$6,000.00
	112	Topsoil and Seed	SY	201-500	750	\$10.00	\$7,500.00	\$12.00	\$9,000.00
	190-P	Permeable Interlocking Concrete Pavement – Eco-ridge	SY	1001-5000	3,000	\$125.00	\$375,000.00	\$130.00	\$390,000.00
	190-O	Concrete Grid Pavements	SY	1001-5000	3,000	\$135.00	\$405,000.00	\$140.00	\$420,000.00
	190-PP	Permeable Interlocking Concrete Pavement – SF-Rima	SY	1001-5000	3,000	\$125.00	\$375,000.00	\$140.00	\$420,000.00
	191	Unit Pavers	SY	1001-5000	3,000	\$110.00	\$330,000.00	\$120.00	\$360,000.00

Total Bid Comparison Award No. 11	\$1,604,100.00	\$1,754,400.00
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Award No. 12 - Surface Treatments - Low Quantity

Low Bidder: KJB

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB		
						Unit Cost	Total Price	
12	100	Bituminous Surface Treatment	SY	1-1000	500	\$20.00	\$10,000.00	
	104	Asphalt Emulsion Slurry	SY	1 - 1,000	500	\$50.00	\$25,000.00	
Total Bid Comparison Award No. 12								\$35,000.00

Award No. 13 - Surface Treatments - High Quantity

Low Bidder: KJB

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB		
						Unit Cost	Total Price	
13	100	Bituminous Surface Treatment	SY	1001-5000	2,500	\$15.00	\$37,500.00	
	104	Asphalt Emulsion Slurry	SY	1001-5000	2,500	\$50.00	\$125,000.00	
Total Bid Comparison Award No. 13								\$162,500.00

Award No. 14 - Crack Sealants - Low Quantity

Low Bidder: KJB

Alternate Low Bidder:

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB		
						Unit Cost	Total Price	
14	44	Elastomeric Pavement Crack Sealant	LF	1 - 1,000	500	\$5.00	\$2,500.00	
	46	Fiber Reinforced Polymer Modified Pavement Crack Sealant	LF	1 - 1,000	500	\$8.00	\$4,000.00	
Total Bid Comparison Award No. 14								\$6,500.00

Award No. 15 - Chain Link Fence - Low Quantity

Low Bidder: Laser

Alternate Low Bidder: Suffolk Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		Suffolk Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
15	108-4'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$20.50	\$1,025.00	\$22.00	\$1,100.00
	108-6'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$22.50	\$1,125.00	\$24.00	\$1,200.00
	108-8'	Vinyl Coated Chain Link Fencing	LF	0 - 100	50	\$24.50	\$1,225.00	\$26.00	\$1,300.00
Total Bid Comparison Award No. 15							\$3,375.00		\$3,600.00

Award No. 16 - Chain Link Fence - High Quantity

Low Bidder: Laser

Alternate Low Bidder: Landtek

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Laser		Landtek	
						Unit Cost	Total Price	Unit Cost	Total Price
16	108-4'	Vinyl Coated Chain Link Fencing	LF	101-500	300	\$20.50	\$6,150.00	\$18.00	\$5,400.00
	108-6'	Vinyl Coated Chain Link Fencing	LF	101-500	300	\$22.50	\$6,750.00	\$25.00	\$7,500.00
	108-8'	Vinyl Coated Chain Link Fencing	LF	101-500	300	\$24.50	\$7,350.00	\$25.50	\$7,650.00
Total Bid Comparison Award No. 16							\$20,250.00		\$20,550.00

Award No. 17 - Asphalt Top Course Installed - Low Quantity

Low Bidder: Corazzini

Alternate Low Bidder: Rosemar

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		Rosemar	
						Unit Cost	Total Price	Unit Cost	Total Price
17	50	Asphalt Top Course Type 6F	Tons	1-500	250	\$70.00	\$17,500.00	\$75.00	\$18,750.00
Total Bid Comparison Award No. 17							\$17,500.00		\$18,750.00

Award No. 18 - Asphalt Top Course Installed - Mid Quantity

Low Bidder: Corazzini

Alternate Low Bidder: Rosemar

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		Rosemar	
						Unit Cost	Total Price	Unit Cost	Total Price
18	50	Asphalt Top Course Type 6F	Tons	501-1000	750	\$70.00	\$52,500.00	\$72.00	\$54,000.00
Total Bid Comparison Award No. 18							\$52,500.00		\$54,000.00

Award No. 19 - Asphalt Top Course Installed - High Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Suffolk Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Suffolk Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
19	50	Asphalt Top Course Type 6F	Tons	1001-5000	3000	\$68.00	\$204,000.00	\$69.68	\$209,040.00
Total Bid Comparison Award No. 19							\$204,000.00		\$209,040.00

Award No. 20 - Asphalt Binder Course Installed - Low Quantity

Low Bidder: Corazzini

Alternate Low Bidder: Rosemar

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		Rosemar	
						Unit Cost	Total Price	Unit Cost	Total Price
20	50	Asphalt Binder Course Type 3	Tons	1-500	250	\$70.00	\$17,500.00	\$75.00	\$18,750.00
Total Bid Comparison Award No. 20							\$17,500.00		\$18,750.00

Award No. 21 - Asphalt Binder Course Installed - Mid Quantity

Low Bidder: Corazzini

Alternate Low Bidder: Rosemar

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		Rosemar	
						Unit Cost	Total Price	Unit Cost	Total Price
21	50	Asphalt Binder Course Type 3	Tons	501-1000	750	\$70.00	\$52,500.00	\$71.00	\$53,250.00
Total Bid Comparison Award No. 21							\$52,500.00		\$53,250.00

Award No. 22 - Asphalt Binder Course Installed - High Quantity

Low Bidder: Rosemar

Alternate Low Bidder: Suffolk Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Rosemar		Suffolk Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
22	50	Asphalt Binder Course Type 3	Tons	1001-5000	3000	\$68.00	\$204,000.00	\$69.68	\$209,040.00
Total Bid Comparison Award No. 22							\$204,000.00		\$209,040.00

Award No. 23 - Pavement Patches - Low Quantity

Low Bidder: Corazzini

Alternate Low Bidder: South Fork Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		South Fork Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
23	51	Pavement Patches	SF	0-1,000	500	\$6.00	\$3,000.00	\$10.60	\$5,300.00
	53	Tack Coat	Gal	1-50	25	\$2.00	\$50.00	\$3.00	\$75.00
Total Bid Comparison Award No. 23							\$3,050.00		\$5,375.00

Award No. 24 - Pavement Patches - High Quantity

Low Bidder: Corazzini

Alternate Low Bidder: South Fork Asphalt

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Corazzini		South Fork Asphalt	
						Unit Cost	Total Price	Unit Cost	Total Price
24	51	Pavement Patches	SF	1001-5000	3,000	\$5.00	\$15,000.00	\$5.25	\$15,750.00
	53	Tack Coat	Gal	51-100	75	\$2.00	\$150.00	\$3.00	\$225.00

Total Bid Comparison Award No. 24	\$15,150.00	\$15,975.00
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Award No. 27 - Sodding - Low Quantity

Low Bidder: Landtek

Alternate Low Bidder: Barbato

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Landtek		Barbato	
						Unit Cost	Total Price	Unit Cost	Total Price
27	113	Sodding	SY	1-5000	1,000	\$9.90	\$9,900.00	\$10.00	\$10,000.00
Total Bid Comparison Award No. 27							\$9,900.00		\$10,000.00

Award No. 28 - Sodding - High Quantity

Low Bidder: Landtek

Alternate Low Bidder: Barbato and Laser

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Landtek		Barbato	
						Unit Cost	Total Price	Unit Cost	Total Price
28	113	Sodding	SY	5001-10000	7,500	\$8.75	\$65,625.00	\$9.00	\$67,500.00
Total Bid Comparison Award No. 28							\$65,625.00		\$67,500.00

Award No. 29 - Poured In Place Safety Surface

Low Bidder: Barbato

Alternate Low Bidder: KJB

Town of Riverhead Bid Received April 11, 2014

Annual Construction Contract 2014

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato		KJB	
						Unit Cost	Total Price	Unit Cost	Total Price
29	151-6'	Poured in Place Safety Surface - 6' Critical Fall Ht.	SY	1-1000	500	\$88.00	\$44,000.00	\$89.00	\$44,500.00
	151-8'	Poured in Place Safety Surface - 8' Critical Fall Ht.	SY	1-1000	500	\$94.00	\$47,000.00	\$100.00	\$50,000.00
	151-10'	Poured in Place Safety Surface - 10' Critical Fall Ht.	SY	1-1000	500	\$114.00	\$57,000.00	\$115.00	\$57,500.00
Total Bid Comparison Award No. 29							\$148,000.00		\$152,000.00

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Supervisor to execute an agreement for the Annual Construction Contract; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize various Town department to secure Town of Riverhead purchase orders from the Purchasing Department using the Annual Construction Contract; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Drew Dillingham, P.E., Community Development, Highway Department, Sewer District and Water District, Purchasing Department, and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 314

AUTHORIZES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO THE ANNUAL NEW YORK'S STATEWIDE TraCS ELECTRONIC TICKET & DATA TRANSFER SYSTEM SEMINAR

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two (2) police department employees to attend the Annual New York's Statewide TraCS Electronic Ticket & Data Transfer System Seminar; and,

WHEREAS, the seminar will be held in Syracuse, New York from May 19 – 20, 2014.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance to two (2) police department employees at the aforementioned seminar; and,

BE IT FURTHER RESOLVED, that expenses for the seminar will be reimbursed upon proper submission of proper receipts in accordance with the Town's Travel and Conference Policy; and,

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 315

ACCEPTS THE RESIGNATION OF A POLICE OFFICER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received written notification from Police Officer Kim J. Holt indicating her intent to resign effective May 10, 2014.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Police Officer Kim J. Holt.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 316

APPOINTS A SEASONAL PUMP OUT BOAT OPERATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy for a Seasonal Pump-Out Boat Operator exists in the Riverhead Town Police Department; and

WHEREAS, this position was duly advertised for, interviews were conducted, and pursuant to a successfully completed background investigation, a recommendation of a suitable candidate has been made by the Supervising Police Sergeant and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of May 15, 2014 through September 15, 2014 this Town Board hereby appoints Robert Drexel to the seasonal position of Pump-Out Boat Operator at the hourly rate of \$10.50; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 317

TOWN BOARD ACKNOWLEDGMENT OF A MEMBER OF BOARD OF ASSESSMENT REVIEW FILING FOR RETIREMENT BENEFITS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Judith O'Connell, a member of the Assessment Board of Assessment Review, has advised the Personnel Director that she is retiring from her position with the North Shore Public Library effective May 31, 2014 and has completed and filed her application for service retirement with the New York State & Local Retirement System so that she may receive such retirement benefits that she is entitled related to her employment with North Shore Library; and

WHEREAS, pursuant to the rules and regulations of the New York State & Local Retirement System, a retiree may continue public employment subject to such other applicable provisions of law, i.e. RSSL §§211, 212; and

WHEREAS, Judith O'Connell seeks to continue her public service to the Town of Riverhead as a member of the Assessment Board of Assessment Review.

NOW THEREFORE BE IT RESOLVED, that the Town Board does hereby acknowledge Ms. O'Connell's filing of her application for retirement based upon her position with North Shore Library with the New York State & Local Retirement System; and be it further

RESOLVED, that the Personnel Director shall advise Ms. O'Connell of her responsibility to comply with the rules and regulations of New York State & Local Retirement System regarding post retirement public employment, to wit: member of the Assessment Board of Assessment Review, that may affect her retirement benefits; and

RESOLVED, the Town Clerk is hereby directed to forward a certified copy of this resolution to Judith O'Connell, the Personnel Officer and the Financial Administrator; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 318

ESTABLISHES STANDARD WORK DAY FOR AN ELECTED OFFICIAL

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier I)	Current Term Begin & End dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No If Yes, do not complete the last two columns)	Record of Activities Result	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials									
Town Supervisor	7.00	Sean M. Walter	xxxx	3972351-5		01/01/14-12/31/15	N	20	
Town Council Member	7.00	Jodi Giglio	xxxx	5000481-1		01/01/14-12/31/17	N	20	
Assessor	7.00	Laverne Tennenberg	xxxx	3527163-4		01/01/14-12/31/17	N	20	
Highway Superintendent	7.00	George Woodson	xxxx	3394427-3		01/01/14-12/31/17	N	20	

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 319

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR AUTO & TRUCK REPAIRS
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for AUTO & TRUCK REPAIRS for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 15TH, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of AUTO & TRUCK REPAIRS 2014 for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:15 am on MAY 30, 2014 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on MAY 15, 2014 on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked AUTO & TRUCK REPAIRS 2014. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 320

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR AUTOMOTIVE PARTS
FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for AUTOMOTIVE PARTS for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 15TH, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of AUTOMOTIVE PARTS 2014 for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:10 am on MAY 30, 2014 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on MAY 15, 2014 on the Town of Riverhead website at www.townofriverheadny.net, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked AUTOMOTIVE PARTS 2014. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 321

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR DIESEL FUEL
FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for DIESEL FUEL for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 15TH, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of DIESEL FUEL for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on MAY 30, 2014 at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on MAY 15TH, 2014 on the Town's website at www.townofriverheadny.gov click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked DIESEL FUEL. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 322

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR HEATING FUEL
FOR THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for HEATING FUEL for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 15TH, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of HEATING FUEL for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on MAY 30, 2014 at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on MAY 15TH, 2014 on the Town's website at www.townofriverheadny.gov click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked HEATING FUEL. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 323

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR JUNK & ABANDONED VEHICLES FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for JUNK & ABANDONED VEHICLES for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 15TH, 2014 issue of the News Review.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of JUNK & ABANDONED VEHICLES for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:20 am on MAY 30, 2014 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on MAY 15, 2014 on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked JUNK & ABANDONED VEHICLES. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 324

**SETS SALARIES FOR 2014 SUMMER PERSONNEL FOR
THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Recreation Department needs to set salaries for 2014 summer recreation personnel

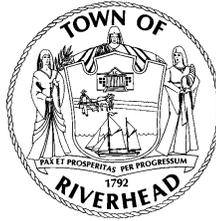
NOW THEREFORE BE IT RESOLVED, that effective May 15, 2014, this Town Board sets salaries for 2014 summer personnel for the Recreation Department

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



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

SUMMER PERSONNEL SALARIES- 2014

	<u>Lifeguard</u>	<u>WSI</u>	<u>Sum Rec Aide*</u>	<u>Sum Rec Aide II**</u>	<u>Concession/Bch Attn</u>	<u>Rec Aide/ScoreKeeper</u>	<u>Sum Rec Program Aide</u>
Level I	\$11.00	\$11.25	\$9.00	\$11.25	\$ 9.20	\$8.25	\$8.00
Level II	\$12.10	\$12.40	\$9.90	\$12.40	\$10.10	\$9.10	\$8.80
Level III	\$12.45	\$12.75	\$10.20	\$12.75	\$10.40	\$9.35	\$9.10
Level IV	\$12.85	\$13.15	\$10.55	\$13.15	\$10.70	\$9.65	\$9.40
Level V	\$13.25	\$13.50	\$10.90	\$13.50	\$11.00	\$9.90	\$9.70
Level VI	\$13.65	\$13.90	\$11.25	\$13.90	\$11.35	\$10.20	\$10.00
Level VII	\$14.00	\$14.35	\$11.60	\$14.35	\$11.70	\$10.50	\$10.30
Level VIII	\$14.45	\$14.80	\$12.00	\$14.80			
Level IX	\$14.90	\$15.25	\$12.40	\$15.25			

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

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

*Summer Rec Aide/Summer Rec Aide II with current CPR certification (approved by Dept. of Health for Camp) will be paid an additional \$.25 per hour.

**Summer Rec Aide II – must possess valid teaching certificate.

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

TOWN OF RIVERHEAD

Resolution # 325

APPOINTS A SCOREKEEPER LEVEL I TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Call-In Scorekeeper Level I is needed by the Riverhead Town Recreation Department for the Town of Riverhead Adult Softball league.

NOW THEREFORE BE IT RESOLVED, that effective May 6th, 2014, this Town Board hereby appoints Cari Gostic to the position of Call-In Scorekeeper Level I, to be paid the rate of \$8.25 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 326

**APPOINTS SEASONAL RECREATION LEADERS TO THE
RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, seasonal Recreation Leaders are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

NOW THEREFORE BE IT RESOLVED, that effective May 15, 2014 through and including August 29, 2014, this Town Board hereby appoints the attached list of Summer Recreation Leaders to the Recreation Department

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
5/22/14 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Amato	Kristina	Fill-in Summer Program Leader	II	5/15/14	8/29/14	\$14.85
Berry	Lauren	Summer Program Leader	IV	5/15/14	8/29/14	\$15.75
Cook	Jennifer	Fill-in Summer Program Leader	II	5/15/14	8/29/14	\$14.85
Horton	Rosaleigh	Summer Program Leader	II	5/15/14	8/29/14	\$14.85
Inzalaco	Robert	Summer Program Leader	V	5/15/14	8/29/14	\$16.25
Lindsay	Lisa	Fill-in Summer Program Leader	X	5/15/14	8/29/14	\$18.80
Stephenson	Kyle	Summer Program Leader	V	5/15/14	8/29/14	\$16.25
VanDeurs	Christian	Summer Program Leader	II	5/15/14	8/29/14	\$14.85

TOWN OF RIVERHEAD

Resolution # 327

AUTHORIZES THE SUPERVISOR TO EXECUTE A RIDER AGREEMENT WITH MERCHANT SERVICES, INC., DOING BUSINESS AS EVO MERCHANT SERVICES, AND SYSTEMS EAST, INC.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Town of Riverhead , specifically the Town Recreation Department, wishes to afford members of the public the ability to facilitate recreation fee payments and other recreation charges via electronic check payment processing; and

WHEREAS, The Town of Riverhead is presently contracted with Merchant Services, Inc., doing business as EVO Merchant Services, and Systems East, Inc., for such electronic check payment processing services regarding another Town department.

WHEREAS, the above named parties are ready, willing and able to provide such electronic check payment processing services to the Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute a rider agreement with Merchant Services, Inc., doing business as EVO Merchant Services, and Systems East, Inc., regarding electronic check payment processing services on behalf of the Town Recreation Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES RIDER AGREEMENT

This Rider Agreement made the **of May, 2014**, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its offices located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town"); Merchant Services, Inc., a corporation doing business as EVO Merchant Services existing under the laws of the State of New York with a principal place of business at 515 Broadhollow Road, Melville, New York, 11747 (hereinafter referred to as "EVO"), and Systems East, Inc., a corporation existing under the laws of the State of New York with a principal place of business at 6 Locust Avenue, Cortland, New York 13045 (hereinafter referred to as "Systems East").

In consideration of the mutual promises herein contained, Town, EVO and Systems East agree as follows:

1. SCOPE OF SERVICES

During the term of this Rider Agreement, EVO and Systems East shall continue to furnish the services set forth in the Merchant Processing Agreement and Merchant Application (hereinafter referred to as "MPA") as originally executed by all parties on December 20, 2011, upon the terms and conditions of the MPA which are incorporated by reference and made a part hereof as if fully set forth in their entirety herein. In the event of a conflict between the terms of the MPA and the terms of this Rider Agreement, the terms and conditions of the MPA shall control. However, nothing contained herein shall modify the terms of processing set forth in the MPA and the duties, obligations and responsibilities of the parties to comply with the rules and regulations of the various card associations and EVO's processing bank. Services to be performed by EVO and Systems East pursuant to this Agreement are to be rendered as an independent contractor and not as an employee of Town.

The following scope of services shall be provided to the Recreation Department:

Electronic Check payment processing: Subscriber Fee: \$1.95 per check.

2. PAYMENT

For these services, Town will pay the following processing fees:

\$5.00 per month during the term of this Agreement which shall be paid to Systems East, Inc., directly.

EVO and Systems East shall respectively hold the Town harmless and respectively indemnify Town regarding any dispute, cause of action, claim, or issue regarding actual payment of fees between EVO and Systems East.

3. RIGHTS TO DOCUMENTS OR DATA

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

4. PUBLICITY

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

5. ASSIGNMENT AND SUBCONTRACTING

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

6. TERMINATION

This Rider Agreement may be terminated at any time for any reason by any of the parties upon 30 days written notice to the other parties. In the event of such termination, Town shall have no further obligation to EVO and/or Systems East except to make any payments which may have become due under this Rider Agreement. EVO and/or Systems East may terminate this Rider Agreement immediately upon written notice to Town in the event EVO and/or Systems East determine that any potential risk of loss exists.

7. RECORDS

EVO and Systems East shall keep accurate records in the performance of services hereunder. Upon request of the Town, EVO and Systems East shall provide Town with documentation necessary to substantiate any transactions related to this Rider Agreement.

8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Rider Agreement, may, at any time by written notice to EVO and/or Systems East, issue additional instructions, request additional services or

request the omission of services covered by this Rider Agreement. In such event, the parties shall mutually agree upon a price for the revised services. In the event that EVO and/or Systems East determines that a change order is required, EVO and/or Systems East shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, EVO and/or Systems East must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the EVO and/or Systems East and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Rider Agreement or schedules annexed hereto and made a part hereof.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York; or (ii) to Merchant Services, Inc., d/b/a EVO Merchant Services if mailed by certified mail, postage prepaid to EVO Merchant Services, 515 Broadhollow Road, Melville, New York, 11747, Attn: Peter S. Cohen, Esq; or (iii) to James Buttino, President, Systems East, Inc., if mailed by certified mail, postage pre-paid to James Buttino, President, Systems East, Inc., 6 Locust Avenue, Cortland, New York 13045. Any notice shall be deemed given on the date that it is received by the party to whom it is sent.

10. COMPLIANCE WITH LAWS

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

11. INSURANCE, INDEMNITY AND LIABILITY

EVO and Systems East shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. EVO and Systems East hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions (including appeals), judgments or demands against Town, its departments, officers, agents and employees against any and all damages, liabilities or expenses, including counsel fees, arising out of the gross negligence or willful misconduct of both EVO and Systems East regarding the scope of services so provided. In addition, EVO and Systems East agree, that with respect to any transactions processed pursuant to this Agreement, EVO and Systems East shall indemnify and hold harmless the Town, its officials, officers, directors, employees, successors, and assigns, from and against, any and all damages, losses, liabilities, actions, claims, demands, judgments, penalties, charges and fines, including interest, which may be incurred or imposed as a direct result of any convenience fee(s) or other charges or fees so charged by EVO and/or Systems East or their respective affiliates or third-party vendors, to a cardholder or subscriber to the services so provided. This indemnification/hold harmless provision shall survive termination of the Rider Agreement, including any renewal Agreements, if, or when, such Agreement(s) terminate.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

The Town shall have the right, in its discretion, and upon ten (10) days prior written notice to EVO and/or Systems East, to disclose the terms and conditions of this Rider Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

14. DISPUTES

If EVO and/or Systems East fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to EVO and/or Systems East not to exceed thirty (30) days, and an opportunity for EVO and/or Systems East to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of EVO and/or Systems East, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Rider Agreement which is not settled by agreement of

the parties may be settled by appropriate legal proceedings in Suffolk County, New York, with each side to bear their own costs, expenses, and legal fees. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Rider Agreement, EVO and/or Systems East shall proceed diligently with the performance of this Rider Agreement in accordance with the decision of Town unless the Rider Agreement has been terminated in accordance with its terms.

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

By: Sean M. Walter, Town Supervisor
TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901

By: Jeff Rosenblatt
MERCHANT SERVICES, INC.
d/b/a EVO Merchant Services
515 Broadhollow Road
Melville, New York 11747

By: James Buttino, President
Systems East, Inc.,
6 Locust Avenue
Cortland, New York 13045

TOWN OF RIVERHEAD

Resolution # 328

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH CUMMINS POWER SYSTEMS, LLC, REGARDING GENERATOR MAINTENANCE SERVICE FOR THE RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead requires generator maintenance service regarding the effective administration of the Riverhead Water District; and

WHEREAS, Cummins Power Systems, LLC, is ready, willing and able to provide generator service and maintenance at two separate plant facilities; and

WHEREAS, the cost for such one-year service shall be a total of \$4,430.00.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Cummins Power Systems, LLC in substantially the same form annexed hereto, regarding generator maintenance service at two separate plant facilities; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of _____, 2014, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Cummins Power Systems, LLC, a company existing under the laws of the State of New York with a principal place of business at 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in Schedule A attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on May 13, 2014 and terminate on May 12, 2015.

3. PAYMENT

For these services, Town will pay Consultant at the rate of \$4,430.00 as set forth in the attached Schedule A. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require. Consultant shall produce an invoice after each completed service visit, and such invoice(s) shall be due net thirty (30) days from the invoicing date.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment

shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time and for any reason 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 the event Consultant cancels agreement Town shall be entitled to pro

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Robert Mongrandi, Cummins Power systems, LLC, 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance in the amount of \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement. In the event that any of the material(s) and/or workmanship, used under this agreement, are found to be defective during the Warranty Coverage, Cummins Power Systems shall correct such defect(s) at no additional cost to the Town during the Warranty Coverage Period which shall be effective for ninety (90) days from the date of installation for the hours and days of Monday-Friday, 8:00 a.m. to 4:00 p.m.

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

TOWN OF RIVERHEAD

CUMMINS POWER SYSTEMS, LLC

By: Sean M. Walter, Supervisor

By:

DATE:

DATE:



LONG ISLAND BRANCH
3025 VETERANS MEMORIAL
HIGHWAY
RONKONKOMA, NY 11779
Phone: 855-812-2278

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
RIVERHEAD WATER DEPT. TOWN OF RIVERHEAD 1035 PULASKI ST. Riverhead, NY 11901	Contact: Mark Conklin Phone: 631 466-0858 Fax: 631 369-4608 Cust Id: 340325	Quote Date: 23-JAN-14 Quote Expires: 13-MAY-14 Quote Num: 9025 Quoted By: Robert J Mongrandi Quote Term: 1 Year(s)

Site Information			
1	PLANT# 11	5737 MIDDLE COUNTRY RD.	CALVERTON NY
2	PLANT# 12	GRUMMEN BLVD. &	RIVERHEAD NY

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	1	ONAN	500DFED-558762	500DFED-5587622G	A030454361	GENSET
2	2	ONAN	275DFBF-3731Y	275DFBF-3731Y	E036501839	GENSET

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	1	FULL PM SERVICE (FS)	1	1,595.00	1,595.00
		PM INSPECTION (IN)	1	620.00	620.00
2	2	FULL PM SERVICE (FS)	1	1,595.00	1,595.00
		PM INSPECTION (IN)	1	620.00	620.00

Site Locations:
Plant #11, 5737 Middle Country Road, Calverton, NY
Plant #12, Grummen Blvd & Swan Pond Road, Riverhead, NY

Renewal PM Agreement Dates: May 13, 2014 - May 12, 2015

Semi-Annual Planned Maintenance Agreement consisting of (1) FSPM and (1) SIPM performed on the above listed equipment annually. Program includes oil and coolant sampling during FSPM Service. All services performed normal business hours between 7:30am-3:30pm Mon-Fri, excluding holidays.

This agreement does not constitute "an all inclusive" agreement. Pricing is for the quantity of specific service events listed above. Therefore, but not limited to, any additional service requests, additional repairs as quoted and approved by you, or emergency service requests will be billable to your account. The attached terms and conditions apply.

All services performed by Cummins Factory Direct Certified Technicians utilizing factory authorized parts and materials suited for your specific equipment under standby use. All waste materials disposed in accordance with EPA / DEP Regulations. Reports submitted upon completion.

This customer will be invoiced as services are rendered, terms are net 30.

For any questions or comments regarding this agreement, please contact the following:
Bob Mongrandi - Territory Manager PM direct: 718-502-1209 email: robert.mongrandi@cummins.com

Thank you for the opportunity!



PLANNED MAINTENANCE AGREEMENT

Customer Address

RIVERHEAD WATER DEPT.
TOWN OF RIVERHEAD
1035 PULASKI ST.
Riverhead, NY 11901

Customer Contact

Contact: Mark Conklin
Phone: 631 466-0858
Fax: 631 369-4608
Cust Id: 340325

Quote Information

Quote Date: 23-JAN-14
Quote Expires: 13-MAY-14
Quote Num: 9025
Quoted By: Robert J Mongrandi
Quote Term: 1 Year(s)

Standard Agreement Amount \$4,430.00

Proposal Total \$4,430.00

Return (1) approved agreement with payment in the attached return addressed envelope.

P.O./ Check # _____

Print Name _____

Title / Position _____

Customer Approval

Signature: _____

Date: _____

CUMMINS POWER SYSTEMS, LLC

Signature: Robert J. Mongrandi

Date: April 9, 2014

Bob Mongrandi

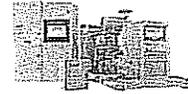
Territory Manager



Cummins Power Systems, LLC
3025 Veterans Memorial Highway
Ronkonkoma, NY 11779-7654
Phone 631 820 3822 ext. 20903
Fax 631 820 3826
Cell 609 358 8920
www.powersystems.cummins.com
robert.mongrandi@cummins.com



CUMMINS POWER SYSTEMS, LLC
POWER GENERATION SYSTEMS
PLANNED MAINTENANCE CHECKLIST



W.O. # _____

CUSTOMER NAME				HOURS		DATE	
ADDRESS				PRODUCT MFG.		GEN SET MODEL #	
CITY		STATE		ZIP		K.W.	
ENGINE MODEL #		ENGINE SERIAL #					
O.K.	NEEDS ATTN.	Site Inspection	Annual P.M.	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi <input type="checkbox"/> Annual		
5.1 ENGINE LUBRICATING SYSTEM:							
		X	X	1. Check for leaks			
		X	X	2. Check engine oil level _____ & P.S.I. _____			
			X	3. Change lubricating oil filter			
			X	4. Change engine oil and take oil sample (CC2525)			
			X	5. Change hydraulic governor oil and check level			
5.2 ENGINE COOLING SYSTEM:							
		X	X	1. Check for leaks			
		X	X	2. Check radiator air restriction			
		X	X	3. Check operation of coolant heater			
		X	X	4. Check all hoses and connections			
		X	X	5. Check coolant level _____ & Temperature _____			
		X	X	6. Check belt condition and tension			
		X	X	7. Check antifreeze concentration _____ D.C.A. level _____			
			X	8. Change coolant filter			
		X	X	9. Check radiator cap and thermostat for operation			
			X	10. Coolant sample taken Yes _____ No _____			
5.3 ENGINE AIR INTAKE SYSTEM:							
		X	X	1. Check air cleaner element			
		X	X	2. Check all intake piping			
		X	X	3. Check, clean crankcase breather element			
5.4 ENGINE FUEL SYSTEM:							
		X	X	1. Check day tank, fuel lines and connections for leaks			
			X	2. Change fuel filters			
		X	X	3. Check day tank fuel level _____			
		X	X	4. Check fuel transfer pump			
		X	X	5. Drain water separators if necessary			
		X	X	6. Check governor control linkage			
5.5 ENGINE EXHAUST SYSTEM:							
		X	X	1. Check for leaks			
		X	X	2. Drain exhaust condensation drain trap (if equipped)			
5.6 ENGINE ELECTRICAL SYSTEM:							
		X	X	1. Check battery electrolyte level and clean terminals			
		X	X	2. Check battery charging system D.C. voltage _____			
5.7 MAIN GENERATOR:							
		X	X	1. A/C VOLTAGE _____			
		X	X	2. FREQUENCY _____			
5.8 CONTROLS AND SWITCH/GEAR:							
		X	X	1. Check for operational instrumentation			
		X	X	2. Check Automatic Transfer Switch if possible			
		X	X	3. Check that all switches are back in <u>Automatic Mode</u>			
TECHNICIAN SIGNATURE				SITE REPRESENTATIVES SIGNATURE			



24/7 Emergency Service # 855-812-2278

**2014 Power Generation Field Service Labor Rates
Long Island, NY Contract Customers Equipment**

The following labor rates are for customers units Covered by a "Signed" Planned Maintenance Agreement. These rates would apply to any additional work/repairs that are not part of the Planned Maintenance Agreement.

Monday - Friday 7:00 AM- 3:30 PM	\$145.00/hour
Monday - Friday 3:30 PM – 7:30 PM	\$217.50/hour
Monday - Friday 7:30 PM -7:00 AM	\$290.00/hour
Saturday, first 8 hours	\$217.50/hour
Saturday, after the first 8 hours	\$290.00/hour
Sunday	\$290.00/hour
Holiday's	\$290.00/hour

Non-Contracted Customers / Equipment.

The following labor rates are for customers units Not Covered by a "Signed" Planned Maintenance Agreement. These rates would apply to any work/repairs performed.

Monday-Friday, 7:00AM- 3:30 PM	\$155.00/hour
Monday-Friday, 3:30PM – 7:30 PM	\$232.50/hour
Monday-Friday, 7:30PM - 7:00 AM	\$310.00/hour
Saturday, first 8 hours	\$232.50/hour
Saturday, after the first 8 hours	\$310.00/hour
Sunday	\$310.00/hour
Holiday's	\$310.00/hour

All Service / Diagnostic / Emergency calls are billed at a 4 hour minimum charge, plus travel. Travel time and mileage are portal to portal + tolls.
Mileage charge is \$2.25 per mile.

PLANNED MAINTENANCE TERMS AND CONDITIONS

(A) This Planned Maintenance Agreement is entered into by Cummins Power Systems, LLC, and owner/agent named for the specific listed equipment, on page 1. During the Term of this Agreement, provided your account is current, CPS will perform the service work as described in the Planned Maintenance Check List, on the listed equipment. The equipment will be inspected and or serviced at agreed intervals during normal business hours (unless otherwise specified) the term this agreement is in effect. A written report is to be provided to the customer within 10 days following the visit. As part of this agreement, it is recommended that the customer follow the maintenance procedures described in their specific operators manuals. This agreement is for a specified term on page 1 and does NOT automatically renew. To renew or extend the term of your agreement please contact the salesperson listed on this agreement.

(B) Agreement price includes materials, labor, travel time, and mileage to perform the services listed on the Planned Maintenance Check List. Unless specified otherwise on page 1, agreement includes lube oil, lube oil filters, fuel oil filters, coolant filters (where used), and 1 gallon of coolant (top off).

(C) CPS warrants and agrees that all of its personnel, performing services pursuant to this agreement shall be factory (Cummins, Inc.) certified for the services they perform and that all parts and materials installed shall be new and suitable for the use intended.

~~(D) Unless otherwise specified, this agreement is to be financed and paid in full at the beginning of the agreement term. Payment terms are net 30 days from the invoice date, subject to credit department approval, unless otherwise noted herein. A late charge of 1.5% per month will be imposed on any overdue balance until paid. P.M.A. services will not be provided until invoices for the listed equipment are paid, including any late charges, regardless of invoice date.~~

DPM

(E) The above price does not include any federal, state or local taxes.

(F) The above price will be held firm for 30 days from date of our quotation.

(G) CPS is not responsible for serving and paying fees for any permits, licenses, certificates, inspections, registration, and the like required by the state, city, town, government, or regulatory agency that may be required in any way for the installation and operation of the above quoted equipment.

(H) This proposal represents the complete agreement. Such agreement may not be modified except by written agreement of both parties. These specific Terms and Conditions take precedence over customers purchase orders concerning all matters related to generator systems service sales, payment terms, and warranty.

(I) This agreement is subject to cancellation by 30 days written notice by either party for whatever reason. CPS is entitled to be compensated for any services provided to customer up to including any costs required to collect costs for services rendered.

(J) Cummins Power Systems, LLC warranty does not warrant the sale of new or remanufactured products, manufactured or remanufactured by third parties. The only manufacturers, or remanufacturers, whose warranties are administered by Cummins Power Systems, LLC are Cummins, Inc., Diesel ReCon Company, and Onan Corporation. The warranty period for services rendered under this Planned Maintenance Agreement is 90 days from date of service or 250 elapsed run hrs from service date, whichever occurs first.

(K) The liability of Cummins Power Systems, LLC arising out of any defects shall not in any case exceed the cost of correcting such defects in accordance with the aforementioned warranties and shall not include any transportation charges, owner's labor or materials, loss of revenue, or any direct or indirect consequential damages whether foreseeable or not. Such correction shall constitute a fulfillment of all obligations to the owner and owner's sole remedy.

(L) Cummins Power Systems, LLC makes no warranty as to normal wear and tear, nor do we agree to be liable for loss of time to the user while the engine or other equipment is out of commission, nor for any labor or other expense, damage or loss occasioned, or claimed to be occasioned, by defective parts. None of these warranties will apply to (1) any engine or product that shall have been subject to over speeding, misuse, negligence or accident, (2) any engine or product that shall have been repaired or altered by anyone in such a way that in the judgment of CPS, its performance and reliability are adversely affected, (3) any part of an engine or product improperly applied or installed by anyone other than CPS, (4) failures in any way resulting from use of parts not manufactured or approved by CPS, (5) normal maintenance services including but not limited to such things as engine tune-up, lubricants, anti-freeze, and the repair or replacement of filters and belts.

(M) Note: There are no warranties, expressed or implied, including warranties or merchantability or fitness for a particular purpose by Cummins Power Systems, LLC or any of its dealers, except the warranties specified herein. No person is authorized to bind Cummins Power Systems, LLC for any such other warranty.

~~(N) Notwithstanding any of the above, the liability in contract, in tort, under any warranty, is negligent or otherwise of Cummins Power Systems, LLC shall not exceed the return of the amount of the purchase price. Under no circumstances shall Cummins Power Systems, LLC be liable for consequential damages. The prices for Cummins Power Systems, LLC products are based upon and in consideration for limiting the liability of Cummins Power Systems, LLC.~~

DPM

(O) Force Majeure Events: The Company will not be liable for any loss, damage, or delay due to any cause beyond its reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

(P) Customer Responsibilities: Customer agrees to provide unrestricted and safe access to the Units and a safe work place for the CPS Personnel. Customer agrees to comply with all applicable state and local laws, ordinances, and regulations related to the operation of the Units. The owner is responsible for the operation and maintenance of the equipment as specified in the operations and maintenance manuals/bulletins. Owner is responsible for the costs associated with such maintenance and any adjustments which may be required. Owner is also responsible for providing proof that all recommended maintenance has been performed. Owner is responsible for correct mileage/hour documentation and maintaining an operative usage meter.

(Q) Notices: Any notice to be given to Customer under this Agreement shall be in writing and sent to the address shown on the front of this Agreement. Any notice to be given to the CPS under this Agreement shall be in writing and sent to: Cummins Power Systems LLC, 2727 Ford Rd, Bristol PA 19007; Attention: General Manager - Planned Maintenance Business. Any such notices will be deemed given when mailed with return receipt requested via the United States Postal System or via a nationally recognized overnight courier service.

TOWN OF RIVERHEAD

Resolution # 329

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE
TO BIDDERS FOR THE REMOVAL OF DRY CAKE SLUDGE AND
GRIT/SCREEN WASTE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the May 15, 2014, issue of the official Town newspaper for the Removal of Dry Cake Sludge and Grit/Screen Waste from the Riverhead Sewer District and Riverhead Scavenger Waste District, Riverhead, New York; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Removal of Dry Cake Sludge and Grit/Screen Waste will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on May 30, 2014 at which time they will be publicly opened and read aloud at 11:00 am.

Bid packages may be examined and/or obtained by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Removal of Dry Cake Sludge and Grit/Screen Waste" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

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

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

Dated: May 6, 2014

TOWN OF RIVERHEAD

Resolution # 330

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE REMOVAL OF LIQUID SLUDGE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders in the May 15, 2014, issue of the official Town newspaper for the Removal of Liquid Sludge from the Riverhead Sewer District and Riverhead Scavenger Waste District, Riverhead, New York; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Removal of Liquid Sludge will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on May 30, 2014 at which time they will be publicly opened and read aloud at 11:30 am.

Bid packages may be examined and/or obtained by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Removal of Liquid Sludge" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

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

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

Dated: May 6, 2014

TOWN OF RIVERHEAD

Resolution # 331

AMENDS RESOLUTION #123 OF 2014
AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
FIRST PIONEER FARM CREDIT (a/k/a Southern New England Federal)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #123 adopted on February 19, 2014, approved the release of site plan security of First Pioneer Farm Credit in the sum of Thirty Five Dollars (\$35.00) in connection with the addition to a building upon real property located at 1281 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-122-2-4, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, Resolution #123, dated February 19, 2014, incorrectly referred to the dollar amount of security posted as Thirty Five Dollars (\$35.00); and

WHEREAS, the correct dollar amount of the security posted is Thirty Two Dollars (\$32.00).

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby amends Resolution #123 adopted by the Riverhead Town Board on February 19, 2014, to reflect the correct dollar amount of security to be released as Thirty Two Dollars (\$32.00); and be it further

RESOLVED, that all other terms and conditions of Resolution #123 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to First Pioneer Farm Credit, 1281 Route 58, Riverhead, NY; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 332

AUTHORIZES THE APPROPRIATION OF FUNDS FOR LOCAL PATRIOTIC ORGANIZATIONS PURSUANT TO TOWN LAW § 64 (13)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Town Board of the Town of Riverhead seeks to recognize the historic accomplishments achieved through the collective service and personal sacrifice of the citizens who served in uniform and those at home who supported them; and

WHEREAS, Town Board of the Town of Riverhead seeks to support local patriotic posts and organizations dedicated to strengthening the ideals of American democracy by promoting civic engagement, volunteerism, and service to our community; and

WHEREAS, pursuant to the provisions of Town Law §64 (13), the town may make appropriations for patriotic organizations in a sum not exceeding five hundred dollars for each post in any year for the purpose of assisting in defraying the rental or maintenance of rooms for holding meetings of such post; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Financial Administrator to budget and appropriate the sum of five hundred dollars to the following patriotic organizations located in the Town of Riverhead: Riverhead Veterans Association, Inc. and American Legion Post 273; and

BE IT FURTHER RESOLVED, that upon submission of a claim voucher in the same manner and form as all other claims against the town and which is properly receipted and audited, said appropriation may be paid to Riverhead Veterans Association, Inc. and American Legion Post 273; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 333

AUTHORIZES THE APPROPRIATION OF FUNDS FOR LOCAL PATRIOTIC ORGANIZATIONS PURSUANT TO TOWN LAW § 64 (12)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Town Board of the Town of Riverhead seeks to recognize the historic accomplishments achieved through the collective service and personal sacrifice of the citizens who served in uniform and those at home who supported them; and

WHEREAS, Town Board of the Town of Riverhead seeks to support local patriotic posts and organizations dedicated to strengthening the ideals of American democracy by promoting proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day to our community; and

WHEREAS, pursuant to the provisions of Town Law §64 (12), the town may appropriated annually such sums as it may deem appropriate for patriotic organizations for the purpose of assisting in defraying the costs of proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day in such proportion as it may determine and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Financial Administrator to budget and appropriate a sum not to exceed two hundred fifty dollars to be disbursed to Riverhead Veterans Association, Inc. and American Legion Post 273 each; and

BE IT FURTHER RESOLVED, that upon submission of a claim voucher in the same manner and form as all other claims against the town and which is properly receipted and audited, said appropriation may be paid to Riverhead Veterans Association, Inc. and American Legion Post 273; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 334

**AUTHORIZES THE SUPERVISOR TO
EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH BUSINESS AUTOMATION SERVICES (BAS)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Business Automation Services, Inc. (BAS) has submitted a proposals to provide for the installation implementation of Integrated Property System software as outlined in proposal dated January 17, 2014 attached for the sum of \$44,160.00; and

WHEREAS, BAS has also submitted a proposal for data conversion as outlined in proposal dated January 29, 2014 attached for the sum of \$5,600.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with BAS for a total sum not to exceed \$49,760.00, which Agreement shall be subject to the review and approval of the Town Attorney; 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 Business Automation Services, Inc., 661 Plank Road, Clifton Park, New York 12065; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 335

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BOWNE MANAGEMENT SYSTEMS INC.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Bowne Management Systems, Inc. (Bowne) has submitted a proposal to provide for the installation of software, the configuration, implementation and support to upgrade the Geographic Information System (GIS) program at fixed cost of \$31,926.00 and as outlined in proposal dated September 3, 2013.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby, approves an agreement with Bowne and authorizes the Supervisor to execute a Professional Services Agreement with Bowne for the GIS Upgrade Services for a total sum not to exceed \$31,926 .00, which Agreement shall be subject to the review and approval of the Town Attorney; and be it further

RESOLVED, that Town Clerk be and is hereby directed to forward a certified copy of this resolution to Bowne Management Systems, Inc., 253 East Jericho Turnpike, Mineola, New York 11501-0109; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared **NOT ADOPTED**



Bowne Management Systems, Inc.

235 East Jericho Turnpike
Mineola, NY 11501-0109
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com

September 3, 2013

Robert Hubbs
Town of Riverhead
Geographic Information Systems Supervisor
1295 Pulaski Street
Riverhead, New York 11901

Re: GIS Upgrade Services

Dear Mr. Hubbs:

In response to your recent request, Bowne is pleased to provide this proposal to the Town of Riverhead to support its ongoing GIS program with software installation, configuration and application development support. Our understanding of the required tasks is as follows:

PHASE I – DESKTOP SOFTWARE UPGRADE SUPPORT

Under the first phase of this proposed project, Bowne will provide desktop software upgrade support for the Town. We will coordinate the purchase of the Town's esri ArcGIS Desktop software.

Software Coordination

Initially, Bowne will coordinate the purchase of the required desktop software through esri. This upgrade will bring the Town's ArcGIS Desktop users from the current version, 9.2 to the latest available version from esri, 10.2. We will communicate the Town's required desktop software products to esri, obtaining price quotes on behalf of the Town from esri. For comparison, we will obtain prices for both the payment of back-maintenance of the Town's current software as well as the purchase of new software. This will provide the Town with a means of selecting the lowest cost to upgrade its desktop software. Though Bowne will coordinate the effort, the Town will be responsible for the purchase of all software. Bowne is an esri business partner and a recognized value-added-reseller of some esri software. Because of this, we are able to leverage our position to obtain information, software quotes and additional support from esri in a timely manner, usually within hours, instead of days. For this project, we will coordinate with esri the Town's purchase of the following desktop software:

- (x3 licenses) ArcGIS Desktop Basic, Concurrent Use (formerly ArcView)
- (x1 license) ArcGIS Desktop Standard, Concurrent Use (formerly ArcEditor)

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Software Installation and Configuration

It is our understanding that the Town will install all licenses of ArcGIS Desktop internally. This will include the installation and configuration of the v10.2 esri license manager and the installation/configuration of ArcGIS for Desktop software for the Town’s “heavy” GIS users within the virtual desktop environment.

PHASE II - SERVER SOFTWARE UPGRADE AND APPLICATION DEVELOPMENT

Under this phase, Bowne will provide server software upgrade and application development services for the Town. We will coordinate the purchase, upgrade, installation and configuration of the Town’s esri ArcGIS for Server software. We will also install and configure MS SQL Server Express. We will complete this phase by rebuilding the Town’s current RPS GIS viewer in the ArcGIS Server 10.2 environment in JavaScript.

Software Coordination

Bowne will coordinate the purchase of the required server software through esri. This upgrade will bring the Town’s GIS server software and database from version 9.2 to the latest available version from esri, 10.2. Again, on behalf of the Town, we will communicate the Town’s required software products to esri, obtaining comparative price quotes for both back-maintenance and new software purchase. The Town will be responsible for the purchase of all software. For this project, we will coordinate with esri the Town’s purchase of the following server software:

- (x1 license) ArcGIS for Server Workgroup Standard

Please note that, as discussed, the requested (Workgroup) level of ArcGIS for Server is limited in the number of simultaneous connections it supports. The Workgroup level license will support a maximum of 10 simultaneous connections to the database. ArcGIS for Server 10.2 ships with SQL Server Express 2008 R2, which is also limited to databases of up to 10 GB in size.

Software Installation and Configuration

Upon the Town’s receipt of the required software from esri, Bowne will install and configure ArcGIS for Server and ArcSDE and Microsoft SQL Server 2008 R2 Express on the new virtual GIS server, which will be created in advance by the Town. Bowne will then create a new instance of the Town’s GIS database within the new 10.2 ArcGIS for Server environment. This will include the creation of up to three SQL Server user roles, used to control database login access and editing rights of individual GIS users.

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Once we have established the 10.2 GIS database, we will work with the Town to configure the virtual desktop image to accommodate the new database connection, providing instruction on modifying the stored database connection and the data source for any previous map documents. This will enable the Town's GIS users to access and edit, with the appropriate login, the 10.2 GIS database.

Redesign RPS GIS Viewer

The Town's current GIS web application runs on esri's .NET Application Development Framework (ADF). At the time the initial GIS application was developed by the Town, this was a logical platform choice to maximize ease of use and cost savings, but with the latest release of esri's software, this ADF is no longer supported. For this task, Bowne will redesign the Town's GIS web application in ArcGIS Server 10.2 using JavaScript.

Bowne will create a new ArcGIS Server GIS viewer with RPS database integration. The new viewer will include the same searching and reporting functionality as the existing application, with additional requested functionality. Specifically, the Town has requested the verification/creation of the following functionality:

- Print Function – Ensure print output is on single page.
- RPS Data
 - Reconfigure nightly export routine for RPS 2012 database to ensure that the Search by Address & SCTM both query current RPS data
 - Display all data on single, scrolling page. Remove current data tabs.
 - Remove Zoning description. Current polygon spatial overlay result causes confusion. Users will reference map instead.
 - Add Mailing Address
 - Include PO Box and State

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- Migrate current functionality
 - Search by Address, SCTM, Last Name
- Add Radius Map Function
 - User-defined radius distance, creates graphic buffer and returns parcels intersecting
- Add Search Parameters
 - Enable additional search by local area 'Place' polygon, enabling zoom to neighborhood/section of Riverhead. Ex. "Polishtown"

While Bowne develops the new GIS web application, the existing ADF application will continue to be available to Town users. We will not decommission the parallel application until completion and Town approval of the final deployment of the new JavaScript application.

PHASE III –APPLICATION DEVELOPMENT

Once we are comfortable that the Town has taken the appropriate steps to secure their server environment, we will develop a content-reduced, duplicate web application that is intended for public consumption. The full details and specifications of this application will be discussed and decided during the project, but it is our understanding that this duplicate application will not include any additional functionality beyond the core application developed in phase 2. The only difference between the two applications will be a reduction in data availability and query functionality of the duplicate application.

OPTIONAL HOURLY SUPPORT

As needed, Bowne will provide the Town with support for its internal components of this project, including esri desktop installation support, network review and security design services. Should the Town require hourly support for any of these Town-managed tasks, we will first provide an estimate based on the anticipated effort and our hourly rates, included in this proposal.

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Proposed Fee

We propose to provide the Town of Riverhead with the above-described support as a firm fixed price engagement for \$31,926.00.

Phase	Fee
1. Desktop Software Upgrade Support	\$ 286.00
2. Server Software Upgrade & Application Development	\$ 26,874.00
3. Application Development	\$ 4,766.00
Optional Hourly Support	hourly
Project total	\$ 31,926.00

Please note - the above cost estimate does not include the cost of any hardware or software. The purchase of all hardware and software for this project will be the responsibility of the Town.

Additional Anticipated Expenses

1. ESRI software costs for this project will total approximately \$22,000. A quotation for the Town from esri is enclosed.

If you have any questions regarding this proposal, please feel free to contact me. We look forward to continuing our relationship with the Town in support of its GIS program.

Sincerely,



Christopher Kobos
Project Manager
Bowne Management Systems, Inc.

Enc: esri software quotation #20432111 & 20432830

TOWN OF RIVERHEAD

Resolution # 336

**AUTHORIZES LEASE AGREEMENT BETWEEN TOWN OF RIVERHEAD
AND NORTH FORK ANIMAL WELFARE LEAGUE, SUBJECT TO
GENERAL MUNICIPAL LAW §507**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, for some time, the Town of Riverhead has expressed its desire to relocate the Town's animal shelter from its present location on Youngs Avenue, which due to the size of the existing building; size and configuration of the property; surrounding uses; and costs to renovate all serve to limit expansion of the shelter, to a property better suited and capable to serve the needs of the animal shelter; and

WHEREAS, the Town's goal has been and continues to be to relocate the animal shelter to a location that would better meet the needs of dogs and such other animals plus accommodate staff and outside experts performing services related to the welfare of the animals sheltered at the animal shelter; and

WHEREAS, since on or about 1998, at or near time of United States transfer of EPCAL to the Community Development Agency, the Town has improved and maintained the former guard house for Grumman Corporation located within EPCAL and in exchange the Community Development Agency has permitted the Town to utilize the former guard house, now referred to as "Henry Pfeifer Community Center" for a host of Town and community related uses, including conference center for Town, County and State meetings and workshops, LIPA (now PSE&G) emergency response center, recreation classes and courses, and educational classes; and

WHEREAS, despite the improvements to the Henry Pfeifer Community Center and do in part to the convenience and more centralized location of Town Hall and improvements to the Town's Recreation Center, Stotzky Park, George Young Community Center, Senior Citizen Center and development of EPCAL ball fields, the Town has not utilized the Henry Pfeifer Community Center in the past year except for an occasional meeting/conference, recreational program and/or educational program; and

WHEREAS, the Town reviewed potential parcels and, based upon the Town's limited use of the Henry Pfeifer Community Center, ability to relocate the meetings and programs previously held at the Henry Pfeifer Community Center and the structure's compatibility with the desired use (animal shelter), the Town determined that the use of the Henry Pfeifer Community Center as an animal shelter is a desirable and lawful use and an effective utilization of land from both a planning and economic development viewpoint; and

WHEREAS, the Community Development Agency, by Resolution # adopted

May 6, 2014 transferred rights and ownership to the Henry Pfeifer Community Center to the Town of Riverhead; and

WHEREAS, by Resolution # 957 adopted on December 18, 2012 and Agreement dated January 24, 2013, the Town entered into an Agreement with the North Fork Animal Welfare League to provide animal shelter and dog control officer services. The Agreement between the Town and North Fork Animal Welfare League included the use and occupancy of the Town's animal shelter located on Youngs Avenue, Riverhead, NY; and

WHEREAS, pursuant to the terms of the Agreement, on March 1, 2013, the North Fork Animal Welfare League took occupancy of the animal shelter facility and operation of animal shelter services; and

WHEREAS, the Town, as stated above now in contract for animal shelter and dog control officer services with the North Fork Animal Welfare League, seeks to relocate the animal shelter to the Henry Pfeifer Community Center and transfer possession and occupancy of the Henry Pfeifer Community Center to the North Fork Animal Welfare League under the identical terms and conditions of the Agreement entered into January 24, 2013; and

WHEREAS, the North Fork Animal Welfare League has expressed its support and desire to relocate to the Henry Pfeiffer Community Center, and the North Fork Animal Welfare League has expressed its desire to construct improvements on the property related to and expanding upon the present animal shelter services provided to the Town at its own expense; and

WHEREAS, more fully described in the lease, a copy of which shall be filed with the Office of the Town Clerk for the Town of Riverhead on May 23, 2014, the Town, in furtherance of urban renewal and economic development, proposes to lease to the North Fork Animal Welfare League a portion of the subject property known as the Henry Pfeiffer Community Center located within EPCAL, a designated urban renewal area, said portion which is the subject of the lease is unimproved and is adjacent to existing garage structure and shall share parking with the existing building, for no rent in exchange for the construction of a kennel and offices related to animal care and welfare at the sole cost and expense of North Fork Animal Welfare League and subject to all labor costs to be in compliance with New York State Prevailing Wage Laws; water and sewer costs, expenses and fees; compliance with all conditions of the EPCAL Reuse Plan and Town zoning and building codes; restriction as to the use and occupancy, to wit: animal care and welfare and related services all to be made available to the residents of the Town of Riverhead; and improvements to be completed within two years; and

WHEREAS, pursuant to General Municipal Law §507 and Rules & Procedures of the Riverhead Community Development Agency, the Town may dispose of real property designated as urban renewal property to any person determined to be qualified and eligible sponsor with such terms of the disposition, including identification of proposed sponsor, proposed use or reuse of the subject property, time parameters to create/establish use and all such other essential terms and conditions of lease subject

to publication of notice, public hearing, and approval by the governing body after public hearing; and

WHEREAS, the Town seeks to enter into the above described lease agreement subject to determination of North Fork Animal Welfare League as “Qualified & Eligible” based upon and in accordance with the following criteria: North Fork Animal Welfare League’s demonstration of ability to finance and develop the project, including financial statements, financial commitments, proposed security for the project, past compliance with municipal laws, rules and regulations, demonstrated integrity and responsibility, experience with proposed use, management and operation of proposed use and size and scope of project.

NOW THEREFORE BE IT RESOLVED, that a public hearing will be held before the Town Board of the Town of Riverhead located and held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on June 3, 2014 at 2:05 pm prevailing time, on the question of designating North Fork Animal Welfare League the Sponsor to lease a portion of the subject property known as the Henry Pfeifer Community Center (it is the unimproved portion of the property located east of the old guard house and adjacent to the existing parking area) for no rent in exchange for the construction of a kennel and offices related to animal care and welfare at the sole cost and expense of North Fork Animal Welfare League and subject to all labor costs to be in compliance with New York State Prevailing Wage Laws; water and sewer costs, fees related to site plan and building as set forth in the Town Code of the Town of Riverhead; compliance with all conditions of the EPCAL Reuse Plan and Town zoning and building codes; restriction as to the use and occupancy, to wit: animal care and welfare and related services all of which shall be made available to the residents of the Town of Riverhead, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish the attached notice of public hearing once in the May 15, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in and available to residents of the Town. Such publication shall be made no less than ten (10) days before the date designated for the public hearing. The Town Clerk is further authorized and directed to cause a copy of such notice of public hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the public hearing; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Patrick R. Tierney, Esq., 1 Chase Manhattan Plaza, New York, NY 10005 and North Fork Animal Welfare League, 165 Peconic Lane, Peconic, NY 11958; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

NOTICE OF PUBLIC HEARING

Town of Riverhead, Suffolk County, New York

NOTICE IS HEREBY GIVEN, that the Town of Riverhead will hold a public hearing before the Town Board of the Town of Riverhead located and held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on June 3, 2014 at 2:05 pm, prevailing time, pursuant to General Municipal §507 for the purpose of considering whether the North Fork Animal Welfare League's ability to finance and develop the project, including financial statements, financial commitments, proposed security for the project, past compliance with municipal laws, rules and regulations, demonstrated integrity and responsibility, experience with proposed use, management and operation of proposed use and size and scope of project such that the Town may deem North Fork Animal Welfare League "qualified and eligible sponsor" for the lease of a portion of the subject property known as the Henry Pfeifer Community Center (it is the unimproved portion of the property located east of the old guard house and adjacent to the existing parking area) for no rent in exchange for the construction of a kennel and offices related to animal care and welfare at the sole cost and expense of North Fork Animal Welfare League and subject to all labor costs to be in compliance with New York State Prevailing Wage Laws; water and sewer costs, fees related to site plan and building as set forth in the Town Code of the Town of Riverhead; compliance with all conditions of the EPCAL Reuse Plan and Town zoning and building codes; restriction as to the use and occupancy, to wit: animal care and welfare and related services all of which shall be made available to the residents of the Town of Riverhead.

At said public hearing, the Town Board of the Town of Riverhead will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
May 6, 2014

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 337

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH DEE MUMA FOR CONCESSION AT GRANGEBEL PARK

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead owns and maintains property described as Grangebel Park located along the Peconic River and situated along the west side of Peconic Avenue (which serves as the gateway to the Town of Riverhead) adjacent to East Main Street, Riverhead, NY; and

WHEREAS, the Town has made several improvements to Grangebel Park, including but not limited to, walking paths, performance stage, fish passage and Pump House all situated in the Town of Riverhead, New York; and

WHEREAS, a local business owner contacted the Community Development Agency with a proposal to license the Pump House located in Grangebel Park and in exchange renovate the facilities to include improvements such as security bars, lighting and other security enhancements and utilize the pump house for a concession stand for the sale of dry goods emphasizing local agriculture, cultural, and historic Riverhead; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development of Downtown Riverhead with both infrastructure and services to encourage continued economic development consistent with the Town of Riverhead Comprehensive Plan, Revitalization Plan, and the East Main Street Urban Renewal Plan; and

WHEREAS, the Town Board deems the utilization of the Pump House and creation of a concession in the area of Grangebel Park to be beneficial to residents and local business; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement for operation of a concession stand utilizing the Pump House with Ms. Dee Muma in substantially the same form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dee Muma, Community Development Agency, Town Engineer, Town Attorney's Office and Accounting 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

License Agreement For Concession at Grangebél Park
Between the Town of Riverhead and Dee Muma

This Agreement ("agreement"), made this _____ day of April, 2014, between the Town of Riverhead, a Municipal Corporation of the State of New York, ("licensor") and Dee Muma, an individual residing at _____, ("licensee").

Witness:

Licensor owns and maintains property described as Grangebél Park located along the Peconic River and situated along the west side of Peconic Avenue (which serves as the gateway to the Town of Riverhead) adjacent to East Main Street, Riverhead, NY. The Town made several improvements to Grangebél Park, including but not limited to, walking paths, performance stage, fish passage and Pump House all situated in the Town of Riverhead, New York; and

Licensee desires to obtain from licensor a license to operate a concession with certain privileges and rights in the Pump House located in Grangebél Park; and

The licensor deems it advantageous to itself, residents and to business entities located in the downtown business district to grant to the licensee a license to operate a concession area with the rights and privileges as here set forth; and

Now, therefore, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Licensed Premises

Licensor, in consideration of the conditions, covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does grant to Licensee use of the Pump House for a concession (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

The space _____, consisting of approximately _____ square feet in as indicated in exhibit "A" which is attached and made a part herein; Or such other area or areas to which Licensee may be granted limited non-exclusive use (stage or picnic area adjacent to Pump House).

Article II.

Concession

Use and Occupancy

Licensee shall have the right to operate a concession at the Pump House and in connection therewith the Licensee shall have the right to and shall sell items subject to the prior approval of the Town of Riverhead and to the limitations set forth below.

A. Merchandise:

(1) Licensee shall be permitted to and shall sell on a non exclusive basis in the Pump House, the items listed below and set forth in the “Initial Schedule of Merchandise”, which is an attachment herein and made a part herein:

_____, _____, _____, _____,
_____, _____, _____, _____,
_____, _____, _____, _____.

(2) Except with prior written approval of the Town Board, the Licensee shall not install or operate any machines or devices of any nature, kind or type; nor shall he/she engage in any activities or sell any items other than those enumerated in the Initial Schedule of Merchandise or such other approved/amended Schedule of Merchandise.

B. Schedule of Operation:

Licensee shall operate the concession on the following dates/times: _____

(i.e. Dates of Operation: Weekends from May , 2014 to June , 2014 and daily thereafter until Labor Day and Hours of Operation: 12:00 noon until 6:00 pm.) The failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of this license agreement and may result in termination of the agreement, at the sole discretion of the Town.

Article III
Permits

Licensee agrees to use and occupy the premises pursuant to all rules and regulations prescribed by the Town, and, to the extent applicable, all federal, state, county and town statutes, local laws, ordinances, rules, and regulations in existence during the periods covered by the license. In addition, Licensee shall obtain all required licenses and/or permits required by law to operate such concession.

The Licensee shall not assign, transfer, mortgage, or otherwise dispose of or encumber this license or any rights without the prior written consent of the Town. Any such attempt without consent of the Town shall be an automatic revocation and termination of this license and all improvements made to the Pump House or surrounding property shall be forfeited to the Town as liquidated damages.

The Licensee and the Town agree that nothing contained in this agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties herein or as designating the Licensee as the agent or representative of the Town for any purpose whatsoever.

Licensee acknowledges and agrees that this License Agreement is subject to and subordinate to any existing or future agreement of any kind between the Town and any other agency of the federal, state, any county, now or hereafter created, whether specifically mentioned herein or not, pertaining to the development, construction, operation or maintenance of Grangebél Park, its walkways, fish passage and any such other improvements existing within Grangebél Park.

The Town reserves the right to further develop, improve, maintain, modify and repair the Pump House, walkways, fish passage and make any such other improvements in Grangebél Park, at any time without interference or hindrance by the Licensee. The Town, with the consent of Licensee, may temporarily suspend operation of the concession due to construction of improvements at the Pump House and/or Grangebél Park.

The Licensee, at its own expense, shall keep the premises in good repair and agrees to surrender the premises to the Town at the end of each and every term of this license in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use.

The Licensee shall recognize that the Pump House and the surrounding property known as Grangebél Park is Town-owned property, thus, the Licensee shall not use the Pump House or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever.

Article IV

Term

The term of this Agreement shall be for a period of ten years, beginning on the _____ day of May, 2014 or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of _____ 2024. Within 90 days prior to expiration of the license, the Licensor and Licensee may upon mutual consent, in writing, extend the term of the Agreement for an additional five year period.

Licensee reserves the right to request to occupy adjacent stage or picnic area if traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

ARTICLE V.

Rent

Licensee accepts the subject premises in an "as is" condition. It is agreed that Lessee shall owe rent in the amount of \$1.00 per year and subject to and conditioned upon the following:

A. Licensee shall bear all costs of improvements required to operate a concession, including but not limited to, purchase and installation of door and/or window guards, display counters/shelves, lighting fixtures and such other improvements necessary for the operation of the concession.

The improvements, equipment and decor installed by Licensee at the Pump House:

(1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession area more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Pump House.

(2) Plans and specifications, and changes thereto, for such structure and improvements shall be subject to the advance approval, in writing, of the Chief Engineer for the Town of Riverhead.

(3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Chief Engineer for the Town of Riverhead advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations, including but not limited to New York State Prevailing Wage Rate(s) for all employees, contractors or agents of Licensee performing the work described above.

B. To the extent Licensee seeks to install cooking, refrigeration or such other equipment related to preparation of food, same may be installed only with the written consent of the Town of Riverhead and subject to such other applicable local, county or state rules and regulations and such permit requirements under state and local rules, including but not limited to Suffolk County Health Department. To the extent that Licensee seeks to place, without installation and associated electric, water or sewer connections, equipment i.e. cooking or refrigeration related to preparation of food, Licensee shall obtain any applicable permits as may be applicable local, county or state rules and regulations, including but not limited to Suffolk County Health Department.

C. Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises any signs or other similar advertising device without first having obtained the written consent of the Chief Engineer for the Town of Riverhead and Building Inspector for the Town of Riverhead.

D. Licensee shall at all times throughout the term of the license maintain the improvements (including those installed by Licensee) and all other portions of the granted premises in good and serviceable condition and repair. Except as may be caused or created by Licensee, Licensor shall be responsible for structural repairs, including foundation, building and roof repairs.

E. Licensee shall keep the granted premises and the improvements free and clear of any and all liens in any way arising out of the action, or use by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with insurance as set forth in the provisions of this Licensee Agreement..

Article VI Utility and Garbage Services

A. Utility Service

(1) The Licensor shall provide basic utility services including electric, water, *sewer (if applicable), and light required for or in connection with the operation and maintenance of the licensed premises.

(2) Any upgrade of the services, i.e. installation of equipment required for preparation of food or cold storage of food shall require approval of the Town and Town shall install at its costs and expense. Any permits necessary from any state or local governmental agencies for an upgrade to services shall be the responsibility of the Licensee. Licensee shall be solely responsible for the costs or charges over and above the basic utility services provided by Licensor.

(3) Licensor will in no event be liable for any interruption or failure of utility services on the premises.

B. Garbage Service

(1) The Licensor agrees to provide garbage service to the premises.

(2) Licensee agrees to dispose of all refuse and garbage in accordance with Chapter 103 of the Code of the Town of Riverhead and shall not permit the accumulation of waste or refuse matter at the site. The Licensee is responsible for keeping the area free of dirt, debris and garbage to prevent foul odors from interfering with public use of the Grangebel Park. Licensee, at its own expense, shall keep the premises and surrounding area in a safe, clean and sanitary condition. At a minimum, Licensee shall ensure that any and all broken glass or other hazards related to Licensee's use and operation of the concession are promptly removed and that receptacles for trash are provided and emptied as necessary. Licensee shall also ensure that safe access to and from the premises.

(3) If the premises and surrounding area are not maintained by the Licensee, then the Town reserves the right to terminate this license, or come upon the premises and take all actions necessary to restore the premises to the condition required herein. The cost and expense of the Town shall be charged to the Licensee.

Article VII.

Rights of Access to Property

A. At Licensor's discretion, Licensor may make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review upon reasonable notice to Licensee and scheduling of mutually convenient time for said inspection.

B. The Town, its representatives and employees shall at all times have free access to the premises for purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of the Town's governmental functions.

C. The Licensee reserves for itself and any public utility company, as may be appropriate, the right of ingress to and egress from the Subject Property at all reasonable times for the purposes of reconstructing, maintaining or servicing the public utilities, if any, located at the Subject Property, and to operate, service, maintain, repair, replace and reconstruct the public

improvements provided, however, that any entry shall, at all times, be conducted in a reasonable manner and without any undue interruption or interference with the business and activities of the Licensee.

D. After the date of this Lease Agreement and during the construction of the improvements described above, the Lessee shall permit representatives of the Licensee access to the Subject Property at all reasonable times as the Licensee deems necessary for purposes of this Lease Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the improvements. No compensation shall be payable nor shall any charge be made in any manner by anyone for the access provided in this section.

Article VIII.

Title & Ownership of Improvements

- A. Upon expiration of the original term of the licensee or termination of the license agreement all improvements to the property shall become the property of the Licensor free and clear of all encumbrances.
- B. Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of the improvements, equipment, fixtures, and facilities and to restore the premises, where the same were installed, or the affected portions of those premises, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in **Article IX of this Agreement**.

Article IX.

Insurance and Indemnification

A. Licensee shall use the premises so as not to endanger any person and Licensee agrees to protect, indemnify, hold harmless and defend the Town from any and all liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurring in or about the premises licensed by the Licensee or any liability sustained during the operation of Licensee's business, excluding that caused by or resulting from the negligence of the Town and its agents, servants or employees.

B. The Licensee will secure at its own expense, and furnish to the Town prior to the commencement of the term of this license, policies of comprehensive general liability and other insurance coverage in amounts set forth below. The required insurance coverage shall be with companies and in a form satisfactory to the Town and shall be in effect during all periods specified in Article IV, entitled, "Term" of this license or any extension of the license term. The insurance policy shall provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with the Town, shall be effective if such amendment or modification or cancellation will leave the Licensee without insurance of the type and amount required during the term of the License. Moreover, all insurance policies shall specifically designate the Town, its agents and employees, as additional insureds.

The kinds and amounts of insurance required are as follows:

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

(1) Worker's Compensation, with Employer's Liability limit not less than mandated by State of New York statute.

(2) Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.

~~(3) Comprehensive Automobile Liability Insurance with limits not less than \$250,000.00 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage. Only if applicable to operation of the concession.~~ As per licensee, licensee shall not utilize automobiles related to operation of the concession.

~~(4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.~~ As per licensee, licensee may but shall not be required to insure licensee improvements and to the extent opts not to insure his/her improvements, licensee shall forfeit any right to demand compensation, replacement, or loss business related to damage or destruction of said improvements.

C. Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

D. Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

E. The Licensee agrees that insurer shall waive its rights of subrogation against the Town.

F. The Licensee expressly understands and agrees that any insurance maintained by the Town shall apply in excess of and not contribute with insurance provided by the Licensee under the agreement.

G. Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the **provisions of Article IX of** this Agreement.

H. The Town maintains the right to modify, delete, alter or change these requirements annually.

Article X.

Damage to Premises by Act of God

Licensor shall not be responsible for any costs or damages to Licensee in any way related to an interruption or reduction in ability to use or occupy the Pump House related to acts of God,

accidents, weather and conditions arising therefrom, the declaration or existence of a national or local emergency and conditions arising from those events.

For only that period of time during the initial term of the licensee agreement (five years): in the event that any portion of the licensed premises is partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable, such premises shall be repaired by Licensor at its expense as quickly as practicable and in a period of time not to exceed three months. In the event Licensor fails to repair the licensed premises within three months, Licensee may, by written notice pursuant to the “notice provisions set forth in this agreement, terminate the licensee agreement and seek compensation for the cost of the improvements (only the improvements to secure the building i.e. window guards, locks, doors) or, in the alternative, the Licensee may, by written notice, exercise the right to deem the license extended for the period of time the licensee was unable to operate the concession. Finally, in the event that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the licensed premises untenable, Licensor shall be under no obligation to repair or rebuild the same, however, Licensor shall be required to compensate Licensee for the cost of improvements (see above) approved by the Town for installation in the Pump House. (Note, cost of improvements includes only the cost for the material or equipment and shall not include labor).

Article XI.

Default Provisions.

A. Any waiver or any breach of covenants contained herein to be kept and performed by Licensee, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from proceeding under the provisions of this agreement.

B. Upon the breach of any covenant or condition contained herein, the Town shall give written notice to Licensee of the breach. Licensee agrees that it will remedy the breach within thirty days. If the breach of any covenant or condition is not cured within the above time, the Town reserves the right to revoke this agreement and Licensee agrees to surrender the premises. A breach by licensee shall act and operate to forfeit any claim for compensation for improvements installed by Licensee to secure the structure.

C. As set forth above, upon termination of the license, whether caused by lapse of time or otherwise, Licensee shall at once surrender possession of the premises. If possession is not surrendered within thirty days, the Town may take possession of the premises and expel or remove Licensee and those claiming by, through, or under it, by force if necessary, without civil or criminal liability.

D. The remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another remedy.

Article X11.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to _____. Attention: _____, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at _____. Attention:

Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time. Such notice shall be deemed effective upon mailing in compliance with this Article **XXVI**.

Article XIII.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XIV.

In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

By: _____
Dee Muma

Initial Schedule of Merchandise

TOWN OF RIVERHEAD

Resolution # 338

AWARDS BID FOR SNACK VENDOR(S)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice for sealed bids for Snack Vendors for the Town of Riverhead; and

WHEREAS, bids were received, opened and read aloud on the 24th day of April, 2014 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

WHEREAS, the Town Board has reviewed all bids received; and

NOW THEREFORE BE IT RESOLVED, that the bid for the Snack Vendors for the Town of Riverhead is hereby awarded to the following vendor(s) and location(s):

Matthew Freudenberg	Wading River Beach	\$452.00
	Police Memorial Park	\$ 50.00;

and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute Snack Vendor Agreements with the above referenced successful bidder(s); and be it further

RESOLVED, that the Town Clerk is hereby directed to return all bid bonds submitted for the above bid; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Matthew Freudenberg, 133 Herod Point Road, Wading River, NY, 11792; and be it further

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

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Walter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The Resolution Was <input checked="" type="checkbox"/> Thereupon Duly Declared Adopted	

TOWN OF RIVERHEAD

Resolution # 339

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE TO BIDDERS FOR ANNUAL DIESEL/GENERATOR MAINTENANCE

Councilwoman Giglio 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 annual diesel/generator maintenance in the **May 15, 2014**, issue of ***The News-Review***, and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ANNUAL DIESEL/GENERATOR MAINTENANCE** 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 May 29, 2014. The purpose of this bid contract is to supply the District with annual maintenance and repair during normal hours, or after hours on an emergency basis (seven days a week, 24 hours a day, 365 days a year), of any one of the diesel and generator systems, whether it is Genset or diesel-drive, throughout the length of this year-long contract.

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR ANNUAL DIESEL/GENERATOR MAINTENANCE – BID #RWD-2014-33**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

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

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 # 340

**APPROVES THE CHAPTER 90 APPLICATION OF
NILE RODGERS PRODUCTIONS, INC.
("We are Family" Music, Art & Wine Festival – August 9th and 10th, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 11, 2014, Nile Rodgers Productions, Inc. submitted a Chapter 90 Application for the purpose of conducting a Music, Art & Wine Festival entitled "We Are Family Festival", with an expected total daily attendance of 9,500 attendees, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Saturday, August 9, 2014 between the hours of 10:00 a.m. and 11:00 p.m. and on Sunday, August 10, 2014, between the hours of 10:00 a.m. and 10:00 p.m.; and

WHEREAS, Nile Rodgers Productions, Inc. has completed and filed a Large Gathering Chapter 90 Application and a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, certificates of insurance have been received naming the Town of Riverhead as an additional insured; and

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

WHEREAS, the applicable Chapter 90 Application fee has been paid.

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

RESOLVED, that the Chapter 90 Application of Nile Rodgers Productions, Inc. submitted a Chapter 90 Application for the purpose of conducting a Music, Art & Wine Festival entitled "We Are Family Festival", with an expected total daily attendance of 9,500 attendees, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Saturday, August 9, 2014 between the hours of 10:00 a.m. and 11:00 p.m. and on Sunday, August 10, 2014, between the hours of 10:00 a.m. and

10:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than July 30, 2014**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Nile Rodgers Productions, Inc., 320 W. 37th Street, 8th Floor, New York, New York, 10018; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared **TABLED**

TOWN OF RIVERHEAD

Resolution # 341

**APPROVES CHAPTER 90 APPLICATION OF WADING RIVER SHOREHAM
CHAMBER OF COMMERCE, INC.
(Duck Pond Day – May 18, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on April 3, 2014, the Wading River Shoreham Chamber of Commerce, Inc. submitted a Chapter 90 Application for the purpose of conducting their “21st Annual Duck Pond Day”, to include a parade, musical entertainment, crafts and educational exhibits to be held on North Country Road, Wading River, New York, on Sunday, May 18, 2014, between the hours of 12:00 noon and 4:00 p.m.; and

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

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

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

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

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

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

RESOLVED, that the application of the Wading River Shoreham Chamber of Commerce, Inc. for the purpose of conducting their “21st Annual Duck Pond Day”, to include a parade, musical entertainment, crafts and educational exhibits to be held on North Country Road, Wading River, New York, on Sunday, May 18, 2014, between the hours of 12:00 noon and 4:00 p.m. is hereby approved; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than May 14, 2014; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Wading River Shoreham Chamber of Commerce, Inc., P.O. Box 348, Wading River, NY, 11792; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 342

EXTENDS CONTRACT FOR YOUNGS AVENUE LANDFILL POST CLOSURE INSPECTIONS, TESTING AND REPORTING ACTIVITIES AND AUTHORIZES SUPERVISOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Town Board Resolution #333 adopted on April 16, 2013, the Town Board awarded the request for proposal for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities to P.W. Grosser Consulting; and

WHEREAS, pursuant to Resolution #333 of 2013, the Town of Riverhead and P.W. Grosser Consulting thereafter entered into a contract for the Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities with a one year term beginning on June 4, 2013; and

WHEREAS, the contract provided that the Town of Riverhead have the option of extending the contract term for two additional one year periods; and

WHEREAS, the Town Engineer has requested the contract with P.W. Grosser Consulting be extended for one year beginning June 4, 2014; and

WHEREAS, P.W. Grosser Consulting has agreed to extend the contract for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities for one year beginning June 4, 2014 subject to the same terms and conditions set forth in the original contract.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an agreement in substantially the same form annexed herewith with P.W. Grosser Consulting for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities extending the contract for a period of one year beginning June 4, 2014; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to P.W. Grosser Consulting, 630 Johnson Avenue, Suite 7, Bohemia, NY 11716, the Town Engineer and Purchasing; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT TO EXTEND THE TERMS AND CONDITIONS OF CONTRACT FOR A
PERIOD OF ONE YEAR BETWEEN THE TOWN OF RIVERHEAD AND P.W.
GROSSER CONSULTING FOR YOUNGS AVENUE LANDFILL POST CLOSURE
INSPECTIONS, TESTING AND REPORTING ACTIVITIES**

This is an agreement between the TOWN OF RIVERHEAD, a municipal corporation, organized under the laws of the State of New York, with offices at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter referred to as "TOWN") and P.W. GROSSER CONSULTING (hereinafter referred to as "P.W. GROSSER")

WITNESSETH

WHEREAS, the Town solicited and received request for proposals for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities; and

WHEREAS, the Town Board, by Resolution #333 adopted on April 16, 2013, awarded the contract to P.W. Grosser, which contract expires on June 4, 2014; and

WHEREAS, said contract includes a provision authorizing extension of the contract for two additional one year periods; and

WHEREAS, the Town Engineer has requested the contract with P.W. Grosser be extended for one year beginning June 4, 2014.

NOW, THEREFORE, BE IT RESOLVED, that P.W. Grosser will provide professional engineering services related to the required inspections, testing and reporting activities to comply with the Town's post closure plan under the identical terms and conditions as set forth in request for proposal awarded by Resolution #333 adopted on April 16, 2013 and shall be extended for a period of one year through and including June 4, 2015.

TOWN OF RIVERHEAD

P.W. GROSSER CONSULTING

By: Sean M. Walter, Supervisor

By:

TOWN OF RIVERHEAD

Resolution # 343

**EXTENDS BID CONTRACT FOR ANNUAL HEATING, VENTILATING AND AIR
CONDITIONING MAINTENANCE CONTRACT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Town Board Resolution 904, adopted on December 4, 2012, the Town Board awarded the bid for the Annual Heating, Ventilating and Air Conditioning Maintenance Contract to Air Mark Air Conditioning Corp. ('Air Mark"); and

WHEREAS, pursuant to Resolution 904 of 2012, the Town of Riverhead and Air Mark thereafter entered into a contract for the Annual Heating, Ventilating and Air Conditioning Maintenance Contract with the term of the contract beginning on January 1, 2013 through and including December 31, 2013; and

WHEREAS, the contract provided that the Town of Riverhead have the option of extending the contract term in six-month intervals up to a maximum of one additional year if the parties are in mutual agreement; and

WHEREAS, pursuant to Resolution # 698, adopted on October 1, 2013, the Town Board approved the extension of the contract term with Air Mark for a six-month terms from January 1, 2014 to June 30, 2014; and

WHEREAS, Town Engineer has requested the Annual Heating, Ventilating and Air Conditioning Maintenance Contract with Air Mark be extended for six months, from July 1, 2014 to December 31, 2014; and

WHEREAS, the above named vendor has agreed to extend the Annual Heating, Ventilating and Air Conditioning Maintenance Contract for the same pricing for additional six months; and

WHEREAS, the Town Board has reviewed said request.

NOW THEREFORE BE IT RESOLVED, that the Annual Heating, Ventilating and Air Conditioning Maintenance Contract with Air Mark, be and is hereby extended until December 31, 2014; and; be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Air Mark Air Conditioning Corp., the Town Engineer and Purchasing; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 344

**APPROVES THE CHAPTER 90 APPLICATION OF HALLOCKVILLE INC.
(Long Island Fleece and Fiber Country Style Fair – May 17th and 18th, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 3, 2014, Hallockville Inc. submitted a Chapter 90 Application for the purpose of conducting a “Long Island Fleece and Fiber Country Style Fair” to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 17th, 2014 and Sunday, May 18th, 2014, between the hours of 10:00 a.m. and 5:00 p.m.; and

WHEREAS, Hallockville Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of Hallockville Inc. for the purpose of conducting a “Long Island Fleece and Fiber Country Style Fair” to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 17th, 2014 and Sunday, May 18th, 2014, between the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Emergency Medical Services (EMS) information;

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

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than May 14, 2014**; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Hallockville, Inc., 6038 Sound Avenue, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 345

**APPROVES CHAPTER 90 APPLICATION OF JAMESPORT FIRE DEPARTMENT TO
CONDUCT A FIREMEN'S CARNIVAL
(July 8th through July 12th, 2014)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 14, 2014, the Jamesport Firemen's Association submitted a Chapter 90 Application for the purpose of conducting a Firemans' Carnival to be held at the George Young Community Center, S. Jamesport Avenue, Jamesport, New York, on Tuesday, July 8, 2014 through Saturday, July 12, 2014, between the hours of 5:00 p.m. and 12:00 midnight; and

WHEREAS, the Jamesport Firemen's Association has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Jamesport Firemen's Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

RESOLVED, that the application of the Jamesport Firemen's Association for the purpose of conducting a Firemen's Carnival to be held at the George Young Community Center, S. Jamesport Avenue, Jamesport, New York, on Tuesday, July 8, 2014 through Saturday, July 12, 2014 between the hours of 5:00 p.m. and 12:00 midnight is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor; all of the above permits are to be received **no later than June 15, 2014**
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than June 15, 2014**; and be it further

RESOLVED, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at locations serviced by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

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

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event due to their not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Jamesport Firemen's Association, Attn: Sean McCabe, P.O. Box 78, Jamesport, New York, 11947; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 346

**APPROVES CHAPTER 90 APPLICATION OF MAUREEN'S HAVEN HOMELESS
OUTREACH PROGRAM
(5K Fall Fun Run – October 26, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 19, 2014, Maureen's Haven submitted a Chapter 90 Application for the purpose of conducting an event entitled "5K Fall Fun Run", said run to commence and end at Stotsky Park, having a food concession(s) ,located at 55 Columbus Avenue, Riverhead, New York, on Sunday, October 26, 2014, between the hours of 5:30 a.m. and 11:00 a.m.; and

WHEREAS, Maureen's Haven has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the application of Maureen's Haven for the purpose of conducting an event entitled "5K Fall Fun Run", said run to commence and end at Stotsky Park, having a food concession(s) , located at 55 Columbus Avenue, Riverhead, New York, on Sunday, October 26, 2014, between the hours of 5:30 a.m. and 11:00 a.m., is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee

due to the applicant's not-for-profit status; and be it further

RESOLVED, that this approval is **subject to** receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than September 1, 2014; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Maureen's Haven Homeless Outreach Program, 28 Lincoln Street, Riverhead, NY, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 347

**AMENDS BID AWARD FOR WATER SERVICE MATERIALS
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board adopted Resolution #140088 on February 4, 2014, awarding the bid for water service materials; and

WHEREAS, it has come to the attention of the Riverhead Water District that there was an error in awarding Bid Item #24 and incorrect pricing for Items #157 through #160; and

WHEREAS, it is the intent of this resolution to correct these errors.

NOW, THEREFORE, BE IT

RESOLVED, that the award for item #127 for Ford 4A-T ductile iron meter pit cover, or equal, be awarded to Blackman Plumbing Supply Co., Inc.; and be it further

RESOLVED, that the prices for Items #157 through #160 awarded to Blackman Plumbing Supply Co., Inc, be and is hereby corrected as follows:

Item #157	6" Push-on DI pipe, C152 (20' x \$21.33 per foot)	\$426.60
Item #158	8" Push-on DI pipe, C152 (20' x \$27.50 per foot)	\$550.00
Item #159	10" Push-on DI pipe, C152 (20' x \$42.31 per foot)	\$46.20
Item #160	12" Push-on DI pipe, C152 (20' x \$56.06 per foot)	\$1,121.20

AND BE IT FURTHER

RESOLVED, that the awards made under Resolution #140088 (except for the aforementioned amendments) remain in full force and effect; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763; Joseph G. Pollard Co., Inc., 200 Atlantis Avenue, New Hyde Park, New York, 11040; T. Mina Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 348

**APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION
(August 16th and August 17th, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on January 14, 2014, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting their annual "Polish Town Street Fair and Festival" to include a carnival, to be held on Pulaski Street, Osborne Avenue, Hallett Avenue and Lincoln Street, Riverhead, New York, on Saturday, August 16, 2014 and Sunday, August 17, 2014, between the hours of 10:00 a.m. and 6:00 p.m.; and

WHEREAS, the Polish Town Civic Association has completed and filed a Special Event Long Form, Large Gathering Application and a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

RESOLVED, that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting their annual Polish Town Street Fair at the above referenced locations, dates and times, is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to

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

- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of a Certificate of Insurance to include general liability and liquor liability having acceptable limits naming the Town of Riverhead as an additional insured; and be it further

RESOLVED, that all of the above permits and insurance are to be received **no later than June 20, 2014**; and be it further

RESOLVED, that Chapter 46 entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event in or at locations by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, “Noise Control” of the Riverhead Town Code; and be it further

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

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

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department and the Riverhead Fire Marshal are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

TOWN OF RIVERHEAD

Resolution # 349

RATIFIES THE AUTHORIZATION OF ATTENDANCE AT THE 2014 TRAINING SCHOOL AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Association of Towns hosted their 2014 Training School and Annual Meeting at the Hilton Hotel and the Sheraton NY Hotel, New York City, on Sunday, February 16th through Wednesday, February 19th, 2014; and

WHEREAS, it was the desire of Highway Superintendent George Woodson to attend such course.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby ratifies the authorization of Superintendent George Woodson to attend the Association of Towns 2014 Training School and Annual Meeting to be held at the Hilton Hotel and the Sheraton NY Hotel, New York City on Sunday, February 16th through Wednesday, February 19th, 2014; and be it further

RESOLVED, that the Town Board hereby authorizes overnight accommodations to be limited to one evening, Monday, February 17, 2014 at either of the aforementioned hotels; and be it further

RESOLVED, that approved related expenses incurred will be reimbursed upon proper submission of receipts; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 350

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
JAMES AND MARGRIT MCGUIRE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Margrit and James McGuire posted cash security in the sum of One Thousand Three Hundred Twenty Dollars (\$1,320.00) representing 5% site plan security for the alteration to an existing building located at 818 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-127-5-22, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #18964 and that the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$1,320.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Margrit and James McGuire, c/o David Carr, 818 East Main Street, Riverhead, New York; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 351

AUTHORIZES THE SUPERVISOR TO EXECUTE A SUB-LICENSE AGREEMENT WITH THE SUFFOLK COUNTY REAL PROPERTY TAX SERVICE AGENCY AND THE RIVERHEAD TOWN LANDMARK PRESERVATION COMMITTEE REGARDING ACCESS AND USE OF SUFFOLK COUNTY'S ADVANCED REAL ESTATE INFORMATION SYSTEM (AREIS)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Landmark Preservation Committee is developing a National Register Historic District on Main Road (NYS Rte 25), from Cross River Drive (SC Rte 105) east into the Town of Southold to near the Laurel Lake area on Rte 25; and

WHEREAS, access and use of Suffolk County's Advanced Real Estate Information System (AREIS) is vital and necessary to develop the above-referenced National Register Historic District; and

WHEREAS, the Suffolk County Real Property Tax Service Agency (hereinafter referred to as "the Agency"), Town of Riverhead (hereinafter referred to as "the Town") and the Town of Riverhead Landmark Preservation Committee (hereinafter referred to as "the Committee") desire that Suffolk County real property tax maps and certain digital data sets from Suffolk County's AREIS be sub-licensed to the Committee regarding access and use for development of the historic district; and

WHEREAS, the Town of Riverhead, on or about August 8, 2012, entered into a license agreement regarding the Town's access and use of the Agency's AREIS for a term to December 31, 2016, at no cost to Licensor or Licensee except for standard media reproduction costs which included a provision to permit sub-licensee access and use.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached sub-license agreement with the Suffolk County Real Property Tax Service Agency and the Riverhead Town Landmark Preservation Committee at no cost to the Town or Committee except standard media reproduction costs; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Sub-License Agreement for Suffolk County AREIS and Tax Map Product

This Sub-License Agreement ("License Agreement") is between the County of Suffolk ("County" and/or "Licensor"), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Real Property Tax Service Agency ("Agency"), located at the 300 Center Drive, Riverhead, New York 11901; and the

Town of Riverhead ("Licensee"), a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901; and

Riverhead Town Landmark Preservation Committee (the "Consultant and/or "Sub-Licensee") to the Licensee, set forth below on page two as a signatory to this three-party agreement. The Consultant/Sub-Licensee is located at 200 Howell Avenue, Riverhead, New York 11901.

The three parties hereto desire that Suffolk County Real Property Tax Maps ("Tax Maps") and/or certain digital data sets (the "Product," as defined in paragraph 3 of Exhibit A of the License Agreement) from the Agency's computer data base, known as the "Suffolk County AREIS ("Advanced Real Estate Information System") be sub-licensed (the "Sub-License") to the Sub-Licensee.

Terms and Conditions: Shall be as set forth in Attachment A (Sub-License Terms and Conditions) and Attachment B (Variable Terms and Conditions) and Attachment C (License Agreement between the County and the Licensee), attached hereto and incorporated herein.

Term of Sub-License Agreement: Shall commence for the term authorized by the Licensee as stated in the agreement between the Licensee and the Consultant and shall continue for subsequent terms pursuant to the Licensee's authorization for the Consultant's services, not to exceed the term of the License Agreement between the Licensee and the County (Licensee Agreement for Suffolk County AERIS and Tax Map Product; ending on December 31, 2016.

Total Cost of Sub-License Agreement: No Cost to County/Licensor, the Licensee, or the Consultant/Sub-Licensee, except for standard media reproduction costs.

Signatures are set forth on page 2.

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

Licensee

Town of Riverhead

By: _____

Name: Sean M. Walter

Title: Supervisor

Fed. Taxpayer ID 11-6001935

Date: _____

Consultant - Sub-Licensee

**Riverhead Town Landmark
Preservation Committee**

By:  _____

Name: Richard Wines

Title: Chairman, Committee

Fed Taxpayer ID 11-6001935

Date: 3-25-17 _____

Licensor - County of Suffolk

**Suffolk County Real
Property Tax Service Agency**

By: _____
Penny Wells LaValle
Director

Date: _____

List of Exhibits

Attachment A Sub-License General Terms and Conditions

1. Grant of Sub-License
2. Term and Termination

Attachment B Sub-License Variable Terms and Conditions

**Attachment C
Copy of License Agreement for Suffolk County AREIS and Tax Map Product
as executed by the County of Suffolk and the Licensee**

**Attachment A
General Terms and Conditions**

Whereas, the County and the Licensee have executed a License Agreement, a copy of which is attached hereto and incorporated herein as Attachment C; and

Whereas, the Licensee, in order to complete the project set forth in Attachment B, desires to utilize the services of the Sub-Licensee;

Now therefore, the parties agree as follows:

1. Grant of Sub-License

The County approves the grant of this Sub-License to the Sub-Licensee, subject to all of the terms and conditions set forth in the License Agreement (Attachment C). Consent to this Sub-License Agreement is at the sole discretion of the County of Suffolk, acting through its duly constituted Real Property Tax Service Agency. Such consent shall be indicated by the signature of the Director of Real Property Tax Service Agency (or designee) on page two (2) of this Sub-License Agreement.

2. Term and Termination

a. Term

This Sub-License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

b. Termination for Cause

- i. In the event the Sub- Licensee violates any of the terms and conditions of this Sub-License Agreement, the County and/or the Licensee may terminate this Sub- License, provided that no such termination shall be effective unless:
 - A. the Sub-Licensee is given five (5) business days written notice of intent to terminate ("Notice of Intent to Terminate"), and
 - B. an opportunity for consultation with the County and/or the Licensee prior to termination; and
 - C. an opportunity to cure any violation of the terms and conditions of this Sub-License.

In the event that the Sub-Licensee has not cured, or commenced to cure, to the satisfaction of the County and/or the Licensor, within such five (5) day period (or longer period at the County's option), then the County and/or the Licensee may issue a written termination notice ("Termination Notice").

- ii. Notwithstanding the above, if the Sub-Licensee makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary

rights, the County shall have the right to terminate this Sub-License Agreement immediately upon written notice, stating the reason, to the Sub-Licensee.

c. Termination for Convenience

Any of the three parties to this Sub-License Agreement may terminate this Sub-License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other two parties are given fifteen (15) calendar days prior written notice of such termination.

d. Return of Tax Maps and Product

In the event that this Sub-License Agreement is terminated for any reason, or upon expiration of the License Agreement, the Sub-Licensee shall, within ten (10) days thereafter, shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format. The Sub-Licensee shall certify in writing that such action has been taken. Notwithstanding the above, derivative work(s) in the form of reports in raster digital format or paper copy need not be destroyed.

End of text for Attachment A

Attachment B
Sub-License Variable Terms and Conditions

1. Sub-Licensee's Use of Tax Maps and/or Product

The Sub-Licensee will use the Tax Maps and/or Product (certain digital data sets) as follows:

Riverhead Town Landmark Preservation Committee is developing a National Register Historic District on Main Road (NYS Rte. 25), from Cross River Drive (SC Rte. 105) east into the Town of Southold to near the Laurel Lake area on Route 25. The Riverhead Town Committee Chairman, Richard Wines has been working closely with the Southold Town Landmark Preservation Committee To develop a boundary that spans the Town's boundary. The Town of Riverhead Geographic Information Systems Supervisor, Robert Hubbs, shall complete all necessary mapping as requested by the Town of Southold.

2. Contact Person(s) Information for Sub-Licensee for Notices

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Attn: Sean M. Walter, Supervisor

Phone #: 631-727-3200 ext. 251

Riverhead Town Landmark Preservation Committee
200 Howell Avenue
Riverhead, New York 11901

Attn: Richard Wines, Chairman, Committee

Phone #: 631-727-3200

Fax#: 631-727-6712

Sub-License Agreement; Rev. 01/18/12
Town of Riverhead
In connection with License Agreement No. 16-RP-056

Suffolk County AREIS and Tax Maps

RPTSA# SL-16-63

Attachment C

**Copy of License Agreement for Suffolk County AREIS and Tax Map Product
as executed by the County of Suffolk and the Licensee**

License Agreement for Suffolk County AREIS and Tax Map Product

This License Agreement ("License Agreement") is between the County of Suffolk ("County" and/or "Licensor"), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Real Property Tax Service Agency ("Agency"), located at the 300 Center Drive, Riverhead, New York 11901; and the

Town of Riverhead ("Licensee"), a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire that Suffolk County Real Property Tax Maps ("Tax Maps") and/or certain digital data sets (the "Product," as defined in paragraph 4 of Exhibit A) from the Agency's computer data base, known as the "Suffolk County AREIS (Advanced Real Estate Information System)" and Tax Map" be licensed (the "License") to the Licensee by the County in the interest of cooperation.

Terms and Conditions: Shall be as set forth in Exhibits A through D, attached and incorporated herein.

Term of License Agreement: Shall commence upon execution and continue through December 31, 2016.

Total Cost of License Agreement: No Cost to County/Licensor or the Licensee, except for standard media reproduction costs.

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

Town of Riverhead

By: [Signature]
Name: Sean M. Walter
Title: Supervisor

Fed. Taxpayer ID 11-6001935
Date: 8/8/12

Sean M. Walter, hereby certifies under penalties of Perjury that I am an officer of the Town of Riverhead, that I have read and am familiar with §A5-7 of Article V of the Suffolk County Code, and that Town of Riverhead meets all requirements to qualify for exemption thereunder.

[Signature] 8/8/12
Name Date

County of Suffolk

By: [Signature]
Regina Calcaterra
Chief Deputy County Executive

Date: 8/31/12

Approved: Suffolk County Real Property Tax Service Agency

By: [Signature]
~~Penny Wells LaValle, Director~~
GARY M. SIMONSON, DEPUTY DIRECTOR
Date: 8.13.12

Approved As To Legality:
Dennis M. Cohen, County Attorney

By: [Signature]
Chelley A. Gordon
Assistant County Attorney
Date: 8/27/12

List of Exhibits

Exhibit A General Terms and Conditions

1. Grant of License
2. Term and Termination
3. Tax Maps and/or Product
4. Permitted Uses
5. No Implied Waiver
6. Sub-License
7. Limitation of Liability
8. Cooperation
9. Severability
10. Merger; No Oral Changes
11. All Rights Reserved
12. Governing Law
13. No Intended Third Party Beneficiaries
14. Notice Requirements and Contact Persons

**Exhibit B
Variable Terms and Conditions**

**Exhibit C
Third Party Sub-License Agreement**

**Exhibit D
Suffolk County Legislative Requirements**

Exhibit A
General Terms and Conditions

Whereas, the County of Suffolk, acting through its duly constituted Suffolk County Real Property Tax Service Agency "(Agency)", has numerous and varied functions, including those mandated by several statutes of the State of New York; and

Whereas, the primary mission of the Agency is to maintain and update the County's official tax map of its approximately 583,000 parcels of land. In addition, the Agency provides public agencies and individuals with advice, information, forms and reports on all aspects of real property. The Agency provides training related to the assessment of taxation of real property within the County of Suffolk. The Agency derives its authority from Real Property Tax Law, Articles 5 and 15A; Real Property Law, Article 9; and Article XXXVI of the Suffolk County Charter; and

Whereas, the Agency publishes "Real Property Tax Maps" on an annual basis; and

Whereas, the Agency also maintains a cadastral tax map base and a database of attribute and ownership data, commonly referred to as *AREIS* ("Advanced Real Estate Information System"); and

Whereas, the Agency desires to share the Tax Maps and or products derived from *AREIS* with other governmental, quasi-governmental and not-for-profit entities as part of the County's goal to create better integrated layers of GIS; and

Whereas, the Licensee functions are numerous and varied; and

Whereas, the Licensee will use the Tax Maps and/or Product as set forth in Exhibit B, entitled "Variable Terms and Conditions;" and

Whereas, the County and the Licensee desire to cooperate regarding access to the Tax Maps and/or Product in support of the Licensee's programs;

Now therefore, the parties agree as follows:

1. Grant of License

The County grants to the Licensee a non-exclusive, non-transferable (unless otherwise agreed as set forth in Paragraph 6, entitled "Sub-License," below) license (the "License") to use the Tax Maps and/or Product, as defined herein, subject to the terms and conditions described herein.

2. Term and Termination

a. Term

This License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

b. Termination for Cause

i. In the event the Licensee violates any of the terms and conditions of this License Agreement, the County may terminate the License, provided that no such termination shall be effective unless:

- A. the Licensee is given ten (10) business days written notice of intent to terminate ("Notice of Intent to Terminate"), and
- B. an opportunity for consultation with the County prior to termination; and
- C. an opportunity to cure any violation of the terms and conditions of the License.

In the event that the Licensee has not cured, or commenced to cure, to the satisfaction of the County, within such ten day period (or longer period at the County's option), then the County may issue a written termination notice ("Termination Notice").

ii. Notwithstanding the above, if the Licensee, or any of its sublicensees, makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary rights, the County shall have the right to terminate this License Agreement immediately upon written notice, stating the reason, to the Licensee.

c. Termination for Convenience

Either party may terminate this License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other party is given sixty (60) calendar days prior written notice of such termination.

d. Return of Tax Maps and Product

In the event that this License Agreement is terminated for any reason, or upon expiration of the License Agreement, whichever is sooner, within ten (10) days thereafter the Licensee shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format, raster digital format and in paper copy form. The Licensee shall certify in writing within that ten (10) day period that such action has been taken.

3. Tax Maps and/or Product

a. The Tax Maps are defined as the "Real Property Tax Maps" which are published and registered annually by the Agency for the following towns:

- i. Town of Babylon;
- ii. Town of Brookhaven;
- iii. Town of East Hampton;
- iv. Town of Huntington;

- v. Town of Islip;
- vi. Town of Riverhead;
- vii. Town of Shelter Island;
- viii. Town of Smithtown;
- ix. Town of Southampton;
- x. Town of Southold.

- b. The product ("Product") provided by the Agency to the Licensee will vary depending upon the Project described in Exhibit B. The Product is defined to include a cadastral tax map, a database of attribute files, a data base of parcel ownership files or all three, depending upon the project described in Exhibit B.

4. Permitted Uses

- a. The Licensee may use the Product to produce paper or digital raster maps and/or reports for use by the public, provided that such maps and/or reports include the following copyright notice:

**Suffolk County Real Property Tax Service Agency "AREIS and Tax Map" Copyright
2012, County of Suffolk, N.Y.**

Note: The reference to year (i.e. 2012) in the copyright notice shall change as applicable.

- b. **Permitted uses** include but are not limited to the following examples:
 - i. The modification of attribute data or fields to a spreadsheet of the Product is allowed and is the property of the Licensee, however, such property that is the modified file is not to include the spatial files (.dgn or other CAD formats); and/or
 - ii. The generation of tax maps where the Licensee's GIS or CAD data is positioned over or under the County AREIS and Tax Map Product.
- c. Uses **not permitted**, unless pre-authorized in writing by the County, include but are not limited to the following examples:
 - i. the sale or transfer of the spatial portion of the Product or a derivative of the Product to a third party; and/or
 - ii. sale of paper maps that are derivatives or reproductions of the Product.

5. No Implied Waiver

No failure or delay by either party in enforcing any right or remedy under this License Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

6. Sub-License

The Licensee may distribute the Tax Maps and/or Product to sub-licensees (the "Sub-Licensees"), provided that such Sub-Licensees have signed a Third Party Sub-License Agreement, in substantially the format set forth in Exhibit C. Consent to a Sub-License is at the sole discretion of the Agency.

7. Limitation of Liability

- a. The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Tax Maps and/or Product were developed for governmental use by the agency. The County of Suffolk makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the County shall be under no liability whatsoever for any use made thereof.
- b. The County shall not be liable for indirect, special, incidental, or consequential damages related to the Licensee's use of the Tax Maps and/or Product or any Sub-Licensee's use of the Tax Maps and/or Product under any Sub-License agreement entered into between the Licensee and a Sub-Licensee, even if the Licensee is advised of the possibility of such damage.

8. Cooperation

In the interest of cooperation, Licensee agrees to provide Suffolk County any attribute data or geocoded information related to this License Agreement.

9. Severability

It is expressly agreed that if any term or provision of this License Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this License 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.

10. Merger; No Oral Changes

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

11. All Rights Reserved

All rights not specifically granted in this License Agreement are reserved to County/Licensors.

12. 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.

13. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and the Licensee. 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.

14. Notice Requirements and Contact Persons

- a. Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Licensee or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Agency: Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901
Attn: Penny Wells LaValle, Director

For the Licensee: At the address and to the attention of the person set forth in Exhibit B of this License Agreement or such other designee as the parties may agree in writing.

- b. In the event the Licensee receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this License Agreement, the Licensee shall immediately forward to the Agency, at the address set forth above, and to the County Attorney, at the address set forth below, copies of all papers filed by or against the Licensee:

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Att: County Attorney

- c. Notices shall be deemed given when mailed by registered or certified mail in postpaid envelope or deposited with a nationally recognized courier service.

End of Text for Exhibit A

Exhibit B
Variable Terms and Conditions

1. Licensee's Use of Tax Maps and/or Product

The Licensee will use the Tax Maps and Product as follows:

Allow Town of Riverhead to use County geographic data base to locate Town of Riverhead buildings, improvements, infrastructure in furtherance of carrying out municipal functions.

2. Contact Person(s) Information for Licensee for Notices

Licensee:

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Attn: Sean M. Walter, Supervisor

Phone #631-727-3200 ext. 251

End of Text for Exhibit B

TOWN OF RIVERHEAD

Resolution # 352

**AUTHORIZES PAYMENT OF MEMBERSHIP FEES AND PARTICIPATION FEES
TO MLS & LIBOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Board is considering sale or lease of several Town owned properties; and

WHEREAS, the Town of Riverhead Board has issued Requests for Proposals to sell several of the properties, but with limited responses that have not resulted in a sale; and

WHEREAS, the Riverhead Town Board would like to test the market by listing select Town properties on the Multiple Listing Service (MLS) system to offer for sale or lease; and

WHEREAS, Whale Rock Realty LLC is duly licensed to transact business as a real estate broker and is represented by Chris Kempner; and

WHEREAS, Community Development Director Chris Kempner agrees to list Town properties on MLS on behalf of the Town subject to Town of Riverhead payment of the Membership fees for MLS and Long Island Board of Realtors (LIBOR) as required to list a property and payment of subsequent monthly participation fees as outlined on the attachment; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town of Riverhead payment of the Membership fees for MLS and Long Island Board of Realtors (LIBOR) as required to list a property and payment of subsequent monthly participation fees as outlined on the attachment; and

BE IT FURTHER RESOLVED, to list the East Lawn Property for sale at an initial price reflecting the appraised value and that the Supervisor and the Community Development Director shall have the authority to execute documents to facilitate submission of the membership application and listing; and

BE IT FURTHER RESOLVED, that the Accounting Department shall have the authority to set up a budget and issue purchase orders to effect the membership application and listing; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared **TABLED**

TABLED

NEW MEMBERSHIP CHECKLIST

NEW BROKER ORIENTATION MAY 22, 2014

LIBOR

1. COMPLETED APPLICATION FOR DESIGNATED REALTOR
2. SUBMIT COPY OF BROKERS LICENSE
3. PLEASE ENCLOSE A CHECK IN THE AMOUNT OF \$1011.42 MADE OUT TO LIBOR
THIS INCLUDES A ONE TIME INITIATION FEE OF \$600.00
PRO RATED 2014 DUES FOR BROKER & A \$125.00 VOLUNTARY RPAC CONTRIBUTION
PLUS A \$15.00 LOCK BOX CHARGE WHICH IS OPTIONAL
4. AN ADDITIONAL PAYMENT OF \$349.75 FOR EACH SALES AGENT
5. HAVE SALES AGENTS FILL OUT REALTOR APPLICATION ENCLOSED
6. ATTEND ORIENTATION CLASS
7. LIBOR DUES ARE CHARGED TO YOU ON A YEARLY BASIS

MLS

1. COMPLETED APPLICATION FOR PARTICIPATION
2. ENCLOSE A CHECK IN THE AMOUNT OF \$856.46 MADE OUT TO MLS
THIS INCLUDES A ONE TIME INITIATION FEE & PRO RATED PARTICIPATION FEES
3. THEREAFTER MLS WILL CHARGE \$160.00 PER MONTH

***TO REGISTER FOR THE CLASS ALL OF THE ABOVE
PAPERWORK MUST BE SUBMITTED BY THE CUT OFF DATE!!!!

BROKER MUST ATTEND ORIENTATION CLASS!!!!

ORIENTATION SCHEDULE ENCLOSED

SERVICE WILL NOT BE ACTIVATED UNTIL BROKER ATTENDS!!!!

*****FOR THOSE APPLICANTS WITHOUT A LIBOR PHOTO ID
A PHOTO MUST BE SUBMITTED. PLEASE DO SO BY EMAILING
A DIGITAL PHOTO TO PHOTOS@MLSLI.COM
ONLY SUBMIT AFTER ATTENDING ORIENTATION CLASS.

TOWN OF RIVERHEAD

Resolution # 353

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #14-15 April 16, 2014 (TBM 5/6/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	1	950,106.75	950,106.75
POLICE ATHLETIC LEAGUE	4	60.00	60.00
RECREATION PROGRAM FUND	6	5,235.61	5,235.61
HIGHWAY FUND	111	88,412.05	88,412.05
WATER DISTRICT	112	108,761.59	108,761.59
RIVERHEAD SEWER DISTRICT	114	45,628.10	45,628.10
REFUSE & GARBAGE COLLECTION DI	115	224,423.07	224,423.07
STREET LIGHTING DISTRICT	116	12,305.91	12,305.91
EAST CREEK DOCKING FACILITY FU	122	1,520.20	1,520.20
CALVERTON SEWER DISTRICT	124	6,004.46	6,004.46
RIVERHEAD SCAVENGER WASTE DIST	128	37,722.56	37,722.56
WORKERS' COMPENSATION FUND	173	18,904.01	18,904.01
CALVERTON SEWER CAPITAL PROJEC	424	16,138.96	16,138.96
TRUST & AGENCY	735	1,184,811.35	1,184,811.35
COMMUNITY DEVELOPMENT AGENCY	914	97,240.39	97,240.39
TOTAL ALL FUNDS		2,797,275.01	2,797,275.01

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 353

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #14-16 April 22, 2014 (TBM 5/6/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	1	351,236.16	351,236.16
RECREATION PROGRAM FUND	6	580.77	580.77
HIGHWAY FUND	111	49,363.41	49,363.41
WATER DISTRICT	112	21,853.81	21,853.81
RIVERHEAD SEWER DISTRICT	114	12,378.31	12,378.31
REFUSE & GARBAGE COLLECTION DI	115	2,417.15	2,417.15
STREET LIGHTING DISTRICT	116	4,780.89	4,780.89
RIVERHEAD SCAVENGER WASTE DIST	128	9,826.50	9,826.50
TRUST & AGENCY	735	480,084.28	480,084.28
TOTAL ALL FUNDS		932,521.28	932,521.28

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 353

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #14-17 May 1, 2014 (TBM 5/6/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	1	1,172,588.86	1,172,588.86
POLICE ATHLETIC LEAGUE	4	7,547.66	7,547.66
RECREATION PROGRAM FUND	6	23,164.81	23,164.81
HIGHWAY FUND	111	141,177.38	141,177.38
WATER DISTRICT	112	87,030.35	87,030.35
RIVERHEAD SEWER DISTRICT	114	54,072.05	54,072.05
REFUSE & GARBAGE COLLECTION DI	115	7,332.95	7,332.95
STREET LIGHTING DISTRICT	116	91,157.76	91,157.76
PUBLIC PARKING DISTRICT	117	65.48	65.48
AMBULANCE DISTRICT	120	6,580.67	6,580.67
EAST CREEK DOCKING FACILITY FU	122	14,288.51	14,288.51
CALVERTON SEWER DISTRICT	124	2,112.85	2,112.85
RIVERHEAD SCAVENGER WASTE DIST	128	17,739.10	17,739.10
RISK RETENTION FUND	175	7,657.55	7,657.55
CDBG CONSORTIUM ACOUNT	181	15,085.28	15,085.28
TOWN HALL CAPITAL PROJECTS	406	550.00	550.00
WATER DISTRICT CAPITAL PROJECT	412	14,503.44	14,503.44
RIVERHEAD SEWER CAPITAL PROJEC	414	8,440.00	8,440.00
SCAVENGER WASTE CAPITAL PROJEC	428	910.00	910.00
TRUST & AGENCY	735	1,515,633.51	1,515,633.51
CALVERTON PARK - C.D.A.	914	3,720.00	3,720.00
TOTAL		3,191,358.21	3,191,358.21

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted