

**DECEMBER 19, 2017**

**CDA RESOLUTION LIST:**

**CDA**

- Res. #14** A Resolution Calling a Public Hearing on the Community Development Agency's Designation of Calverton Aviation & Technology LLC, a Joint Venture to be Formed by Luminati Aerospace, LLC and Triple Five Ventures Co. LLC, as a Qualified and Eligible Sponsor for the Purchase and Development of Approximately 1,643 +/- acres Located Within the Premises Known as the Enterprise Park at Calverton (EPCAL), Consistent with the Goals and Objectives of the Planned Development (PD) Zoning District Adopted on August 16, 2016, the Town of Riverhead Comprehensive Master Plan, as Amended on August 2, 2016, and the Town of Riverhead Calverton Enterprise Park Urban Renewal Plan, as Amended on August 2, 2016

**TOWN BOARD RESOLUTION LIST**

- Res. #911** 2016 Horton Ave. Basketball Court Capital Project #70163
- Res. #912** 2017 Wading River Beach Playground Capital Project #70165
- Res. #913** Authorizes Town Clerk to Publish Notice for Audit Services for Town of Riverhead Community Preservation Fund
- Res. #914** Authorizes Town Clerk to Publish Notice for Audit Services for Town of Riverhead Justice Court
- Res. #915** Authorizes Town Clerk to Publish Notice for Annual Audit Services for Town of Riverhead
- Res. #916** Ratifies the Appointment of a Student Intern to the Accounting Department (Autumn Harris)
- Res. #917** Ratifies the Appointment of a Student Intern to the Accounting Department (Jamie Lessard)
- Res. #918** Awards Bid for Removal of Household Hazardous Waste
- Res. #919** Amends Resolution #136 of 2017
- Res. #920** Amends Resolution #318 of 2014

- Res. #921 Amends Resolution #362 of 2012**
- Res. #922 Amends Resolution #457 of 2012**
- Res. #923 Amends Resolution #574 of 2013**
- Res. #924 Approves Employee's Request Concerning Accrued Time Carry-Over (Beatrice Caccioppo)**
- Res. #925 Reassigns the Salary of a Maintenance Mechanic III (James Smith)**
- Res. #926 Promotion to Senior Justice Court Clerk (Catherine Seebeck)**
- Res. #927 Approves Request for Leave of Absence (Kyle Watts)**
- Res. #928 Appoints a Maintenance Mechanic II to the Sewer District (David Bonne)**
- Res. #929 Ratifies the Appointment of a Temporary Student Intern II to the Engineering Department (John B. Vail)**
- Res. #930 Appoints a Water Treatment Plant Operator Trainee (Kent Brace)**
- Res. #931 Authorizes the Supervisor to Execute a Renewal Agreement with Nextiraone, LLC, d/b/a Black Box Network Services Regarding Telephone Maintenance**
- Res. #932 Adopts a Local Law to Amend Chapter 279 Entitled "Taxation" of the Riverhead Town Code (§279.37. Limitations. – Exemption for Cold War Veterans**
- Res. #933 Awards Bid for the Purchase of One (1) 2017 or 2018 New or Used (Low Hours and Warranty) Tractor with Cab and Loader for Use by the Town of Riverhead Highway Department**
- Res. #934 Awards Professional Services Agreement for Information Technology Support Services**
- Res. #935 Approves Eastern Site Development Inc. as Drainlayer for Riverhead Sewer District**
- Res. #936 Approves Extension to License Agreement with Wading Realty Corp. (Use of Town parking facilities at Wading River Beach)**
- Res. #937 Approves License Agreement between the Town of Riverhead and Day Haven for Re-Use of Facility at Stotzky Park**

- Res. #938** Authorizes Notice of Public Hearing Regarding Proposed Lease Agreement Between the Riverhead Water District with SMSA Limited Partnership d/b/a Verizon Wireless
- Res. #939** Appoints Marriage Officer (Diane Wilhelm)
- Res. #940** Appoints Marriage Officer (James Wooten)
- Res. #941** Authorizes the Supervisor to Execute an Agreement with Arleen Bobal for Transcription of Town Meetings
- Res. #942** Awards Bid for Water Service Materials for Use in the Riverhead Water District
- Res. #943** Awards Bid – Construction of Pre-Stressed Ground Storage Tank at Plant No. 15 Riverhead Water District
- Res. #944** Awards Bid – Process Control System Maintenance and Emergency Services Contract Riverhead Water District
- Res. #945** Awards Bid – Water Distribution System Maintenance and Emergency Services Contract Riverhead Water District
- Res. #946** Awards Bid – Electrical System Maintenance and Emergency Services Contract Riverhead Water District
- Res. #947** Awards Bid – Hydraulic Control Valve Maintenance and Emergency Services Contract Riverhead Water District
- Res. #948** Releases Tarra Development Corp. Well Site from Restrictions Riverhead Water District
- Res. #949** Resolution Calling Public Hearing Regarding Extension of the Riverhead Sewer District to Include 780 Old Country Road, Riverhead
- Res. #950** Authorizes the Supervisor to Execute an Addendum to a Resolution Setting Terms and Conditions of Employment for Position of Deputy Tax Receiver
- Res. #951** Authorizes the Town Supervisor to Execute a Professional Services Agreement with Lawrence M. Levy
- Res. #952** A Resolution Authorizing the Supervisor to Sign Stipulation

- Res. #953** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 265 Entitled “Sewers” of the Riverhead Town Code
- Res. #954** Accepts the Retirement of a Police Officer (Christopher James)
- Res. #955** Authorizes Refund of Fee in connection with Change of Zone Application that has Been Withdrawn by Applicant
- Res. #956** Pays Bills
- Res. #957** Terminates the Employment of the Executive Assistant to the Town Supervisor (Lawrence Levy)
- Res. #958** Terminates the Employment of the Legislative Secretary to the Town Supervisor
- Res. #959** Approves Amended Site Plan Application of Peconic Bay Medical Center/Northwell Health

TOWN OF RIVERHEAD

CDA Resolution # 14

**A RESOLUTION CALLING A PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT AGENCY'S DESIGNATION OF CALVERTON AVIATION & TECHNOLOGY LLC, A JOINT VENTURE TO BE FORMED BY LUMINATI AEROSPACE, LLC AND TRIPLE FIVE VENTURES CO. LLC, AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE PURCHASE AND DEVELOPMENT OF APPROXIMATELY 1,643 +/- ACRES LOCATED WITHIN THE PREMISES KNOWN AS THE ENTERPRISE PARK AT CALVERTON (EPCAL), CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT ADOPTED ON AUGUST 16, 2016, THE TOWN OF RIVERHEAD COMPREHENSIVE MASTER PLAN, AS AMENDED ON AUGUST 2, 2016, AND THE TOWN OF RIVERHEAD CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN, AS AMENDED ON AUGUST 2, 2016**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead Community Development Agency (Agency) owns some 2,107.2 acres of property located south of Route 25, Calverton, New York; and

**WHEREAS**, CALVERTON AVIATION & TECHNOLOGY LLC has submitted to the Agency an Intended Development Plan for the redevelopment of the approximately 1,643.8 acres of property within EPCAL in accordance with the Planned Development (PD) Zoning District adopted on August 16, 2016, the Town of Riverhead Comprehensive Master Plan, as amended on August 2, 2016, and the Town of Riverhead Calverton Enterprise Park Urban Renewal Plan, as amended on August 2, 2016; and

**WHEREAS**, the Agency is considering designating CALVERTON AVIATION & TECHNOLOGY LLC, a limited liability company formed under the laws of the State of New York, as the "qualified and eligible sponsor (the "Sponsor"), pursuant to Section 507 (2) (d) of the General Municipal Law and in accordance with the established rules and procedures of the Agency; and

**WHEREAS**, the Town is considering selling approximately 1,643.8 acres within the PD Zoning District to CALVERTON AVIATION & TECHNOLOGY LLC in order to facilitate this urban renewal project pursuant to a certain Agreement of Sale by and between the Town, the Agency and CALVERTON AVIATION & TECHNOLOGY LLC, which Agreement of Sale has been deemed acceptable by the Town Board, but only if CALVERTON AVIATION & TECHNOLOGY LLC is found to be a Qualified and Eligible Sponsor. A copy of the Agreement of Sale will be on file in the Office of the Town Clerk of the Town of Riverhead and will be available for public inspection during regular business hours, which Agreement provides for the purchase price of the approximately 1,643.8 acres for \$ 40,000,000.00, for redevelopment in accordance with the uses permitted under the PD Zoning District, as further limited by the terms of the Agreement.

As set forth in the Agreement of Sale, the Intended Development Plan includes the construction and operation of commercial and industrial aviation and associated businesses, as well as other uses consistent with the PD Zoning District, but not including residential uses. The Intended Development Plan provides in its initial stage that the Purchaser will spend not less than \$1,000,000 to make infrastructure improvements to the runways at EPCAL and to construct at least one million square feet of commercial and industrial space with construction contemplated within 18-24 months of receipt of required approval with an anticipated completion in 12- 18 months thereafter; and

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

**WHEREAS**, the Agency now desires to call a public hearing on the designation of CALVERTON AVIATION & TECHNOLOGY LLC as the Sponsor for the redevelopment of and the sale of the Town owned or to be owned portions of the property;

**NOW, THEREFORE BE IT RESOLVED,**

A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901, on January 17, 2018 at 7:10 p.m., prevailing time, on the question of designating CALVERTON AVIATION & TECHNOLOGY LLC, the Sponsor for the redevelopment of the approximately 1,643.8 acres of property located in EPCAL south of Route 25, Calverton, New York, the Planned Development (PD) Zoning District adopted on August 16, 2016, the Town of Riverhead Comprehensive Master Plan, as amended on August 2, 2016, and the Town of Riverhead Calverton Enterprise Park Urban Renewal Plan, as amended on August 2, 2016, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to publish the attached notice of public hearing once in the January 4, 2018 edition of the *News Review*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in and available to residents to the Town. Such publication shall be made no less than ten (10) days before the date designated for the public hearing. The Clerk is further authorized and directed to cause a copy of such notice of public hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the public hearing; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakoboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Michael Heller, Esq., Rivkin & Radler, LLP, 926 RXR Plaza, Uniondale, NY 11556-0926; Robert J. Hasday, Esq., Duane Morris LLP, 1540 Broadway, New York, New York, 10036, Anthony B. Tohill, Esq., 12 First Street, Riverhead, New York 11901.

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

**THE VOTE**

Hubbard Yes No

Giglio Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

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

NOTICE IS HEREBY GIVEN, that the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency") will hold a public hearing at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901, on January 17, 2018 at 7:10 pm, prevailing time, pursuant to General Municipal Law 507(2)(d) for the purpose of considering whether CALVERTON AVIATION & TECHNOLOGY LLC should be designated the "qualified and eligible sponsor" for the redevelopment of approximately 1,643.8 acres of the EPCAL property and whether the portion of said property currently owned by the Town of Riverhead Community Development Agency should be sold to CALVERTON AVIATION & TECHNOLOGY LLC pursuant to a certain proposed Agreement of Sale among the Agency, the Town of Riverhead, and CALVERTON AVIATION & TECHNOLOGY LLC, which Agreement of Sale is on file in the office of the Town Clerk of the Town of Riverhead and is available for public inspection during regular business hours for a sales price of \$ 40,000,000.00. Pursuant to the Agreement of Sale, CALVERTON AVIATION & TECHNOLOGY LLC will redevelop the property it acquires in accordance with an Intended Development Plan that provides the construction and operation of commercial and industrial aviation and associated businesses, as well as other uses consistent with the PD Zoning District, but not including residential uses. The Intended Development Plan provides in its initial stage that the Purchaser will spend not less than \$1,000,000 to make infrastructure improvements to the runways at EPCAL and to construct at least one million square feet of commercial and industrial space with construction contemplated within 18-24 months of receipt of required approval with an anticipated completion in 12- 18 months after commencement of construction.

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

Dated: Riverhead, New York  
December 19, 2017

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

Diane Wilhelm, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 882**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC & PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE**  
**(\$289-17. Parking time limited. – East Main St.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 8<sup>th</sup> day of November, 2017 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby determines the action to be a "Type II" action under SEQRA 617.5 C (15); and be it further

**RESOLVED**, that the local law amending Chapter 289, Article II §289-2, entitled, " Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code, is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, 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**

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

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 289 entitled “Vehicles, Traffic and Parking Regulations”, at its regular meeting held on December 19, 2017.

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

**Chapter 289  
VEHICLES, TRAFFIC AND PARKING REGULATIONS  
Part I  
Article IV  
Parking, Standing and Stopping**

**§ 289-17. Parking time limited.**

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

D. Fifteen minutes. The parking of vehicles a period longer than 15 minutes is prohibited in the following locations between the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
<u>East Main Street</u>	<u>North</u>	<u>The first 2 parking stalls located south of the stores that front on the north side of East Main Street, west of East Avenue, in front of property now known as SCTM #'s 0600-129-1-8.2 and 9</u>
<u>East Main Street</u>	<u>South</u>	<u>The first 2 parking stalls located north of the stores that front on the south side of East Main Street, east of McDermott Avenue, in front of property now known as SCTM #'s 0600-129-4-3 and 12</u>

- Underline represents addition(s)

Dated: Riverhead, New York  
December 19, 2017

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

**DIANE M. WILHELM**, Town Clerk

12.19.2017

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #882 was **UNTABLED**, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote, motion carried.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 911

**2016 HORTON AVE BASKETBALL COURT**  
**CAPITAL PROJECT #70163**  
**CLOSURE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Capital Project #70163, for the 2016 Horton Avenue Basketball Court project, is considered complete;

**WHEREAS**, Project #70163 has an unspent balance of \$234.52 in funds that can be returned to the Park and Recreation Fee account. Now, therefore be it

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close and modify the budgets for Capital Project #70163, and return the unspent funds to the Park and Recreation Fee account; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 912

**2017 WADING RIVER BEACH PLAYGROUND**  
**CAPITAL PROJECT #70165**  
**CLOSURE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Capital Project #70165, for the 2017 Wading River Beach Playground project, is considered complete; and

**WHEREAS**, Project #70165 has an unspent balance of \$0.26 in funds that can be returned to the Park and Recreation Fee account. Now, therefore be it

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close and modify the budgets for Capital Project #70165, and return the unspent funds to the Park and Recreation Fee account; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 913

**AUTHORIZES TOWN CLERK TO PUBLISH NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD COMMUNITY PRESERVATION FUND**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government; and

**WHEREAS**, according to New York Town Law §64-e, the Town of Riverhead is required to conduct an annual independent audit of the Community Preservation Fund; and

**WHEREAS**, the audit shall be performed by a certified public accountant other than the one that performs the general audit of the Town's finances, and such audit shall be an examination of the fund to determine whether the fund has been administered consistent with the provisions of Town Law §64-e and all other applicable provisions of state law, and

**WHEREAS**, the Town Board seeks proposals from qualified and certified public accountants with the requisite experience (size, scope and experience with compliance with reporting/auditing services mandated under the NY Town Law §64-e) to audit the Town's Community Preservation Fund for the years 2017 through 2019; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override; assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the certified public accountant or public accountant firm that serves the best interests of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the December 21, 2017 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all certified public accountants or accounting and/or audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Audit Services for Town of Riverhead Community Preservation Fund and make formal recommendation to the Town Board; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD COMMUNITY PRESERVATION FUND

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services mandated under the New York Town Law §64-e and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before December 29, 2017 at 12:00 noon. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for the Community Preservation Fund and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Audit Services for Town of Riverhead Community Preservation Fund for 2017-2019** Bids must be received by the Office of the Town Clerk by no later than December 29, 2017 at 12:00 noon.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 914

**AUTHORIZES TOWN CLERK TO PUBLISH NOTICE FOR AUDIT SERVICES FOR  
TOWN OF RIVERHEAD JUSTICE COURT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government, and

**WHEREAS**, Uniform Justice Court Act § 2019-a requires that towns annually provide their court records and dockets to be examined and audited to improve accountability and controls over Justice Court finances and records; and

**WHEREAS**, the Town Board seeks proposals from qualified firms with the requisite experience (size, scope and experience with compliance with reporting/auditing services mandated under the Uniform Justice Court Act § 2019-a) to audit the Town's Justice Court records for the years 2017 through 2019; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor, and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override; assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the firm that serves the best interests of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the December 21, 2017 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all Accounting and/or Audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Audit Services for Town of Riverhead Justice Court and make formal recommendation to the Town Board; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD JUSTICE COURT

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services mandated under the Uniform Justice Court Act § 2019-a and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before December 29, 2017 at 12:05 pm. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for Justice Court and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Audit Services for Town of Riverhead Justice Court for 2017-2019** Bids must be received by the Office of the Town Clerk by no later than December 29, 2017 at 12:05 pm.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 915

**AUTHORIZES TOWN CLERK TO PUBLISH NOTICE FOR ANNUAL AUDIT SERVICES FOR TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, it is the Town Board's responsibility to authorize and oversee internal controls of Town government; and

**WHEREAS**, the Town of Riverhead is looking for proposals for auditing services for 2017 through 2019; said audit services shall include basic financial statements, single audit, and New York State transportation audit for the Town of Riverhead; and

**WHEREAS**, the audit and all financial statements shall be in accordance with auditing standards generally accepted in the United States of America and all standards applicable to financial audits contained in Government Auditing Standards set forth and issued by the Comptroller General of the United States; and

**WHEREAS**, the prior audits for the Town of Riverhead may be reviewed and/or obtained from the following web link: <http://www.townofriverheadny.gov>; and

**WHEREAS**, a qualified firm must have experience auditing a government of similar size and fund structure, including single audit experience and each annual audit must be completed no later than 9 months after year end; and

**WHEREAS**, the Town Board shall request that the Audit Committee, an entity created and established by Resolution #810 adopted on November 1, 2011 and charged with assisting the Town in such matters (including, but not limited to, assisting in the audit procurement process and selection of the independent auditor, reviewing the independent audit report, overseeing the internal auditor, and providing an independent forum for the internal auditor to report findings of management fraud, abuse or control override) assist the Town Board and review all of the proposals and make formal recommendation to the Town Board regarding the firm that serves the best interests of the Town; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the following public notice in the December 21, 2017 issue of the News-Review; and be it further

**RESOLVED**, that the Financial Administrator is authorized to provide notice to all Accounting and/or Audit firms that have provided same or similar services in the past; and be it further

**RESOLVED**, the Audit Committee shall review all responses to the Request for Annual Audit Services for Town of Riverhead and make formal recommendation to the Town Board; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

### NOTICE FOR ANNUAL AUDIT SERVICES FOR TOWN OF RIVERHEAD

**TAKE NOTICE** that the Town of Riverhead seeks to enter into a professional services agreement for Audit Services for reporting/auditing services and requests that all interested firms/companies submit a proposal to the Office of the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York 11901 on or before December 29, 2017 at 12:10 pm. The Town shall only deem those firms or companies with experience in municipal audits, particularly compliance with reporting/audit requirements for the Town of Riverhead and firms/companies located within 60 miles of Town Hall.

All proposals/response to the above notice are to be submitted in a sealed envelope bearing the designation **Annual Audit Services for Town of Riverhead for 2017-2019**. Bids must be received by the Office of the Town Clerk by no later than December 29, 2017 at 12:10 pm.

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all proposals, waive any informality in the proposal, and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 916

**RATIFIES THE APPOINTMENT OF A STUDENT INTERN TO THE ACCOUNTING DEPARTMENT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the need for Student Interns exists in the Accounting Department,  
and

**WHEREAS**, the recommendation of the Financial Administrator has been received,

**NOW THEREFORE BE IT RESOLVED**, that effective December 18, 2017 through January 19, 2018 Autumn Harris is hereby appointed to the position of Student Intern II at the hourly rate of \$11.75.

**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 the same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 917

**RATIFIES THE APPOINTMENT OF A STUDENT INTERN TO THE ACCOUNTING DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the need for Student Interns exists in the Accounting Department,  
and

**WHEREAS**, the recommendation of the Financial Administrator has been received,

**NOW THEREFORE BE IT RESOLVED**, that effective December 18, 2017 through January 19, 2018 Jamie Lessard is hereby appointed to the position of Student Intern II at the hourly rate of \$11.00.

**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 the same may be obtained from the Office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 918**

**AWARDS BID FOR REMOVAL OF HOUSEHOLD HAZARDOUS WASTE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead, by Resolution #780 adopted on October 17, 2017, authorized the Town Clerk to publish and post a Notice to Bidders for the Removal of Household Hazardous Waste; and

**WHEREAS**, two (2) bids were received, opened and read aloud on December 8, 2017 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, after serious consideration and evaluation, the Town Engineering Department has determined that MXI Environmental Services was the lowest responsible bidder and recommends that the bid be awarded to MXI Environmental Services subject to filing the requisite proof of insurance as set forth in the bid specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for Removal of Household Hazardous Waste for the Town of Riverhead be and is hereby awarded to MXI Environmental Services for the amount of Fourteen Thousand Three Hundred and Ninety Nine dollars (\$14,399.00) per S.T.O.P event; and be it further

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

**RESOLVED**, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with MXI Environmental Services to effectuate the award of contract for services described above; and be it further

**RESOLVED**, that the Engineering Department be and is hereby authorized to secure a Town of Riverhead purchase order for MXI Environmental Services; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to MXI Environmental Services, 26319 Old Trail Road, Abington, VA 24210, Engineering Department, Purchasing Department, and the Office of Accounting; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



**Office of the Town Clerk**  
*Diane M. Wilhelm*

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Registrar of Vital Statistics

Records Management Officer

Marriage Officer

**TO:** Supervisor Walter, Councilpersons Dunleavy, Wooten, Giglio, Hubbard,  
Sanitation

**FROM:** Julie O'Neill, Deputy Town Clerk

**DATE:** December 8, 2017

**RE:** Open Bid Report for Removal of Household Hazardous Waste

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2 bids were received and opened on December 8, 2017 at 11:00am:

**MXI Environmental Services** \$14,399.00 per event  
26319 Old Trail Road  
Abingdon VA 24210  
Ronald Potter  
276 628-6636  
[peggys@mxiinc.com](mailto:peggys@mxiinc.com)

**Radiac Research Corp** \$16,770.00 per event  
261 Kent Avenue  
Brooklyn NY 11249  
John Tekin  
718 963-2233  
[jtekin@radiacenv.com](mailto:jtekin@radiacenv.com)

**TOWN OF RIVERHEAD**

**Resolution # 919**

**AMENDS RESOLUTION # 136**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby amends Resolution #136 to correct the Record of Activities Result for current elected officials, hereby establishing the following as the standard work day for these elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by 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)
<b>Elected Officials</b>									
Town Supervisor	7.00	Sean M. Walter	XXXX	XXXXXXXX-X		01/01/2016-12/31/2017	N	25.19	
Tax Receiver	7.00	Laurie Zaneski	XXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	21.81	
Town Clerk	7.00	Diane M. Wilhelm	XXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	21.81	
Assessor	7.00	Mason Haas	XXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	21.23	
Assessor	7.00	Paul Leszczynski	XXX	XXXXXXXX-X		01/01/2016-12/31/2016	N	21.82	
Town Justice	7.00	Lori M. Hulse	XXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	23.56	

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 920

AMENDS RESOLUTION #318 OF 2014

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby amends Resolution #318 of 2014 to correct the Record of Activities Result for current elected officials, hereby establishing the following as the standard work day for these elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by 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)
<b>Elected Officials</b>									
Town Supervisor	7.00	Sean M. Walter	XXXX	XXXXXXXX-X		01/01/2014-12/31/2015	N	25.19	
Town Council Member	7.00	Jodi Giglio	XXXX	XXXXXXXX-X		01/01/2014-12/31/2017	N	23.07	
Assessor	7.00	Laverne Tennenberg	XXXX	XXXXXXXX-X		01/01/2014-12/31/2017	N	23.74	
Highway Superintendent	8.00	George Woodson	XXXX	XXXXXXXX-X		01/01/2014-12/31/2017	N	23.25	

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 921**

**AMENDS RESOLUTION #362 OF 2012**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby amends Resolution #362 of 2012 to correct the Record of Activities Result for current elected officials, hereby establishing the following as the standard work day for these elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by 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)
<b>Elected Officials</b>									
Town Supervisor	7.00	Sean Walter	XXXX	XXXXXXXX-X		01/01/2012-12/31/2013	N	25.19	
Town Clerk	7.00	Diane M. Wilhelm	XXXX	XXXXXXXX-X		01/01/2012-12/31/2015	N	21.81	
Assessor	7.00	Paul Leszczynski	XXXX	XXXXXXXX-X		01/01/2012-12/31/2015	N	21.82	

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 922

AMENDS RESOLUTION #457 OF 2012

Councilman Wooten 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 amends Resolution #457 of 2012 to correct the Record of Activities Result for current elected officials, hereby establishing the following as the standard work day for these elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by 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)
<b>Elected Officials</b>									
Assessor	7.00	Mason Haas	XXXX	XXXXXXXX-X		01/01/2012-12/31/2015	N	21.23	

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 923**

**AMENDS RESOLUTION #574 OF 2013**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby amends Resolution #574 of 2013 to correct the Record of Activities Result for current elected officials, hereby establishing the following as the standard work day for these elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by 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)
<b>Elected Officials</b>									
Tax Receiver	7.00	Laurie Zaneski	XXXX	XXXXXXXX-X		01/01/2013-12/31/2016	N	21.81	

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 924

**APPROVES EMPLOYEE'S REQUEST CONCERNING ACCRUED  
TIME CARRY-OVER**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**RESOLVED**, in accordance with the CSEA contract, Article 3, Section 4 entitled "Personal Leave", subsection d, and Article 4 entitled "Vacations", Section 6, this Town Board hereby approves Beatrice Caccioppo's request to exceed the allowable cap of unused accrued personal and vacation time that may be carried over from one year into the next.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 925

**REASSIGNS THE SALARY OF A MAINTENANCE MECHANIC III**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**NOW, THEREFORE, BE IT RESOLVED**, effective January 1, 2018, this Town Board hereby reassigns the salary of James Smith, a Maintenance Mechanic III in the Street Lighting Division of the Town Engineer's Department to Group 8 Step 13 of the Operational and Technical Salary Schedule; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 926**

**PROMOTION TO SENIOR JUSTICE COURT CLERK**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Justices have requested a promotion of a Justice Court Clerk to the position of Senior Justice Court Clerk; and

**WHEREAS**, the Suffolk County Department of Civil Service has certified a promotional List of Eligibles for the title of Senior Justice Court Clerk, and a suitable candidate who currently is employed at the Riverhead Town Justice Court is found to be reachable on the promotional list; and

**WHEREAS**, as per the CSEA contract, the position was also duly posted for (Job Posting #20).

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby promotes Catherine Seebeck to the position of Senior Justice Court Clerk effective January 1, 2018 at a rate of pay as found on Group 12 Step 9 of the 2018 Clerical and Supervisory Salary Schedule.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 927**

**APPROVES REQUEST FOR LEAVE OF ABSENCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Pursuant to Article III, Section 5 of the current contract between the Town of Riverhead and the Civil Service Employees Association, Inc., Local 1000, Kyle Watts, a Maintenance Mechanic II in the Riverhead Sewer District, has requested a non-paid leave of absence from the Riverhead Town Board.

**NOW, THEREFORE, BE IT RESOLVED**, that Kyle Watt's request for a non-paid leave of absence is hereby approved for the period of November 24, 2017 through March 7, 2018 subject to the following condition(s):

- (1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of his intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Kyle Watts, the Riverhead Sewer District Superintendent, the Financial Administrator, and the Personnel Officer. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 928

**APPOINTS A MAINTENANCE MECHANIC II TO THE SEWER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a vacancy for the position of Maintenance Mechanic II exists in the Riverhead Sewer District; and

**WHEREAS**, the position was duly posted for, Job Posting #18, duly advertised for, interviews were conducted; and

**WHEREAS**, pursuant to a successfully completed background investigation and personal interview, it is the recommendation of Sewer District Superintendent Michael Reichel and the Town Personnel Committee to appoint David Bonne to this vacant position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 7, 2018 this Town Board hereby appoints David Bonne to the position of Maintenance Mechanic II as found in Group 7, Step P of the Operational and Technical Salary Schedule in the CSEA contract; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 929

**RATIFIES THE APPOINTMENT OF A TEMPORARY STUDENT INTERN II TO THE  
ENGINEERING DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

**WHEREAS**, a recommendation has been made by the Town Engineer to appoint John Vail to this temporary position.

**NOW THEREFORE BE IT RESOLVED**, that effective for the period of December 18, 2017 through January 26, 2018 this Town Board hereby ratifies the appointment of John B. Vail to the position of temporary Student Intern II at the hourly rate of \$12.00.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 930**

**APPOINTS A WATER TREATMENT PLANT OPERATOR TRAINEE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a vacancy for a Water Treatment Plant Operator Trainee exists in the Riverhead Town Water District; and

**WHEREAS**, the Suffolk County Department of Civil Service has certified a list for the title of Water District Plant Operator Trainee, List #17DC429, the list was duly canvassed in accordance with civil service regulations, and duly posted, Job Posting #14, and a recommendation of a suitable candidate has been made by the Personnel Committee.

**RESOLVED**, that effective January 8, 2018 and pursuant to a successfully completed background investigation, this Town Board hereby appoints Kent Brace to the position of Water Treatment Plant Operator Trainee at a rate of pay as found on Group 9, Step P of the CSEA Operational and Technical Salary Schedule.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 931

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RENEWAL  
AGREEMENT WITH NEXTIRAONE, LLC, d/b/a BLACK BOX NETWORK SERVICES  
REGARDING TELEPHONE MAINTENANCE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town of Riverhead Town Hall, Town Hall West, Highway Department building, Municipal Garage building, Water District building, Senior Citizen Center and Parks and Recreation building require telephone maintenance service on a continuous basis due to the nature of the buildings' activities; and

**WHEREAS**, NextiraOne, LLC, d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$10,418.20 during the proposed period of January 1, 2018 to June 30, 2018; and

**WHEREAS**, the Riverhead Town Board previously approved agreements regarding the above-stated subject matter from November 1, 2010, to December 31, 2017, inclusive.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached renewal agreement with NextiraOne, LLC, d/b/a Black Box Network Services, for telephone maintenance at the above referenced locations for a fee of \$10,418.20; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC, d/b/a Black Box Network Services, 9155 Cottonwood Lane N, Maple Grove, MN 55369; the Town Engineering Department; and the Office of the Town Attorney; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **RIDER AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES**

This Rider Agreement made the    th day of December, 2017, 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 “Town”) and NextiraOne, LLC, d/b/a Black Box Network Services, with a principal place of business at 9155 Cottonwood Lane N, Maple Grove, MN 55369, (hereinafter referred to as “Consultant”).

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

### **1. SCOPE OF SERVICES**

Town and Consultant executed an Agreement regarding telephone service and maintenance on November 1, 2010, which included a term period from November 1, 2010 to October 31, 2012. Town and Consultant extended the term period of the above-referenced Agreement from November 1, 2012 to February 28, 2013. Town and Consultant extended the term period of the above-referenced Agreement from March 1, 2013 to August 31, 2013. Town and Consultant extended the term period of the above-referenced Agreement from September 1, 2013 to February 28, 2014. Town and Consultant extended the term period of the above-referenced agreement from March 1, 2014 to December 31, 2014. Town and Consultant extended the term period of the above-referenced Agreement from January 1, 2015 to December 31, 2015. Town and Consultant extended the term period of the above-referenced Agreement from January 1, 2016, to June 30, 2016. Town and Consultant extended the term period of the above-referenced Agreement from July 1, 2016, to December 31, 2016. Town and Consultant extended the terms period of the above-referenced agreement from January 1, 2017 to December 31, 2017. Town and Consultant hereby agree that all of the terms and conditions incorporated in the Agreement ending December 31, 2017, shall be extended and in effect during this Rider period from January 1, 2018, to June 30, 2018, and such terms and conditions are incorporated by reference herein as if recited in their entirety, except payment for such services which is addressed below in section number 3. During the term of this Agreement, Consultant shall also 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 the Town.

### **2. TERM OF AGREEMENT**

This Rider Agreement shall commence on January 1, 2018, and terminate on June 30, 2018 (subject to the provisions of paragraph 15 herein), unless extended in writing by the mutual consent of all parties.

### **3. PAYMENT**

Town will pay Consultant in the amount of \$10,418.20 (TEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS and TWENTY CENTS) for maintenance/repair services payable as follows: A first payment in the amount of \$5,209.10 shall be forwarded on or before February 1, 2018; a second payment in the amount of \$5,209.10 shall be forwarded on or before April 1, 2018, conditioned upon receipt of a fully executed Rider Agreement and submission of a proper

invoice with all attendant documentation. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Rider 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 Rider Agreement or otherwise be identified in such a manner as Town may reasonably require.

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Rider 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 Rider 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 Rider 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 Rider Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Rider 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 Rider 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 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.

#### 7. 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 Rider Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving 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 Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Rider 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 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, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC, d/b/a Black Box Network Services, 9155 Cottonwood Lane N, Maple Grove MN 55369, with a copy to Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055, Attn: General Counsel.

## 10. 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 Rider 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. With the exception of Consultant's April 30, 2006, guilty plea to one count of wire fraud in the District of South Dakota arising from its participation in the E-Rate Program, a program supervised by the Federal Communications Commission ("FCC") to provide discounted telecommunications products and services to schools and libraries, 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.

#### 11. INSURANCE, INDEMNITY AND LIABILITY

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

#### 12. 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 Rider 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.

#### 13. DISCLOSURE

The Town shall have the right, in its discretion, 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 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 Rider Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings, such venue being Suffolk County, New York. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Rider Agreement, Consultant shall proceed diligently with the performance of this Rider Agreement in accordance with the decision of Town.

#### 15. TERMINATION

This Agreement may be terminated at any time by either party upon 60 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

based upon actual services rendered to the point of termination. Town shall likewise be entitled to a pro rata refund from the date of termination regarding unused services with the exception of the Avaya PASS (Partner Assurance Support Services) Basic coverage cost of \$975.68, which all parties understand to be non-refundable upon the Town's conveyance of payment.

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

\_\_\_\_\_  
By: Sean M. Walter, Supervisor  
Town of Riverhead

\_\_\_\_\_  
By:  
Title:  
NextiraOne, LLC,  
d/b/a as Black Box Network Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Customer Inventory Schedule A/ Master Exhibit A**

**Town of Riverhead**

Amount to Invoice

SITE NAME	CUST#	STREET ADDRESS	CITY	SI	ZIP	SYSTEM TYPE	VM & ADD'L APPLICATIONS	SERVICE PLAN	MAINT. START DATE	MAINT. END DATE	ANNUAL MAINT. AMOUNT	6 MONTH MAINT. AMOUNT
Town Hall	10052578	200 Howell Ave.	Riverhead	NY	11901	Opt. 11C	Call Pilot, Telephony Mgr, also includes PASS BASIC for system and CP	Comprehensive	1/1/2018	6/30/2018	\$ 14,163.34	\$ 7,081.67
Town Hall West	1038701	1295 Pulaski St.	Riverhead	NY	11901	Mini Carrier Remote	N/A	Comprehensive	1/1/2018	6/30/2018	\$ -	\$ -
Town Hall South	1044085	201 Howell Ave.	Riverhead	NY	11901	Mini Carrier Remote	N/A	Comprehensive	1/1/2018	6/30/2018	\$ -	\$ -
Water District	1041749	1035 Pulaski St.	Riverhead	NY	11901	Norstar CICS	Slantalk Flash Model 4	Norstar Standard	1/1/2018	6/30/2018	\$ 1,800.00	\$ 900.00
Highway Dept.	10517548	1177 Osborne Ave. 1412 Old Country Rd.	Riverhead	NY	11901	Carrier Remote*	N/A	Comprehensive	1/1/2018	6/30/2018	\$ -	\$ -
Municipal Garage	10537688	Mechanic Maintenance	Riverhead	NY	11901	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	1/1/2018	6/30/2018	\$ 1,583.76	\$ 776.88
St. Citizens Chr.	10528767	60 Shadetree Lane	Aquebogue	NY	11931	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	1/1/2018	6/30/2018	\$ 1,519.30	\$ 759.65
Parks & Recreation	1045479	55 Columbus Avenue	Riverhead	NY	11901	Norstar CICS	Call Pilot 100	Norstar Standard	1/1/2018	6/30/2018	\$ 1,800.00	\$ 900.00
										<b>TOTAL</b>	<b>\$ 20,836.40</b>	<b>\$ 10,418.20</b>
Pricing for 10052578 includes ports for both Carrier Remote locations: 1038701, 1044085 & 10517548												
Billing Address for all locat 200 Howell Ave., Riverhead, NY 11901 Attn: Leisa Soliazzo												
1. This Schedule A includes equipment that is no longer supported by Avaya. Black Box Network Services will make a best effort to resolve all issues. This may include replacing the system, at Customer's expense, with a system currently supported by Avaya.												
2. Black Box Network Services' obligations to perform under this Contract is subject to Black Box Network Services' ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or material necessary to repair the products.												
3. One way travel is billable to the Customer for all billable repairs and MAC (Moves, Adds and Changes) work. Travel is billed at Black Box Network Services' current contract rates.												

**Town of Riverhead**

**Current Labor rates for East Region - New York (Long Island)**

- 3-4:30 Business Day\*\*\* \$100
- Evenings and Saturday\* \$150
- Sunday and Holidays \$200

**Travel Charge Actual Travel**



**SECTION A: CUSTOMER INFORMATION**

<b>Customer Name ("Customer"):</b> Town of Riverhead	NextiraOne, LLC dba Black Box Network Services ("Black Box")
<b>Principal Address:</b> 200 Howell Ave. Riverhead, NY 11901	<b>Billing Address:</b> same
<b>Tax ID No.</b> On-file	The terms of the Agreement shall govern this Order.  Effective Date of Agreement: 1/1/2018 <input type="checkbox"/> MOA _____ <input type="checkbox"/> Hosted/Cloud <input checked="" type="checkbox"/> Other <u>webterms</u>

**SECTION B: PAYMENT TERMS (EXCLUDING TAXES)**

<p><b>UCC:</b></p> <p><b>Total Price</b> \$ _____</p> <p><b>Invoice/Payment Terms:</b>                  20% of System Price due at Customer signing*                  70% of System Price due at Delivery*                  10% of System Price due at Cutover*</p> <p>*Net 30 days from date of invoice.</p>	<p><b>Cabling/Infrastructure Services:</b></p> <p>Total Material \$ _____                  Total Labor \$ _____  <b>Total Price</b> \$ _____</p> <p><b>Invoice/Payment Terms:</b>                  100% Materials due upon delivery*                  Labor monthly progress payments*</p> <p>Hourly Rates (if applicable)                  \$ ____/hour standard time      \$ ____/hour non-standard time</p> <p>*Net 30 days from date of invoice.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SECTION C: SERVICES (MAINTENANCE, SUPPORT, MANAGED SERVICES, AND/OR HOSTED/CLOUD)**

**Service Fee** (excluding applicable taxes): \$10,418.20

**Commencement Date:** 1/1/2018 through 6/30/2018  
**Term of Order (if applicable):** 6 Months  
**Invoice Cycle (i.e. Annual in advance):** One payment in advance

**SECTION D: ATTACHMENTS**

Note any Applicable Attachments: Master Exhibit A

**SECTION E: TERMS AND CONDITIONS**

Unless Customer and Black Box have entered into a separate written agreement for the equipment or services set forth in this Order Form, the following terms and conditions shall apply to this Order: (i) for the United States, the applicable terms and conditions posted at <https://www.blackbox.com/us/about-us/terms-conditions-of-sale>; (ii) for Canada, the applicable terms and conditions posted at <http://ca.blackbox.com/about/terms-and-conditions-of-sale.aspx>

**SECTION E: SIGNATURES**

<b>Customer:</b> Town of Riverhead	NextiraOne, LLC dba Black Box Network Services ("Black Box")
BY:	BY:
(Authorized Signature)	(Authorized Signature)
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

**TOWN OF RIVERHEAD**

**Resolution # 932**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 279 ENTITLED "TAXATION" OF  
THE RIVERHEAD TOWN CODE  
(§279-37. Limitations. – Exemption for Cold War Veterans)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 279 entitled, "Taxation" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 5<sup>th</sup> day of December, 2017 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**RESOLVED**, that the local law amending Chapter 279 entitled, "Taxation" of the Riverhead Town Code, is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 279 entitled "Taxation" at its regular meeting held on December 19, 2017.

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

**Chapter 279  
TAXATION  
Article IX  
Exemption for cold War Veterans**

**§ 279-37. Limitations.**

- B. If a Cold War veteran receives the exemption under ~~§ 458-a or §458-b~~ § 458 or §458-a of the Real Property Tax Law, the Cold War veteran shall not be eligible to receive the exemption under this article
- ~~C. The exemption provided by this article shall be granted for a period of 10 years. The commencement of such ten-year period shall be governed pursuant to this Subsection C. Where a qualified owner owns qualifying residential real property on the effective date of the local law providing for such exemption, such ten-year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring on or after the effective date of the local law providing for such exemption. Where a qualified owner does not own qualifying residential real property on the effective date of the local law providing for such exemption, such ten-year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring at least 60 days after the date of purchase of qualifying residential real property; provided, however, that should the veteran apply for and be granted an exemption on the assessment roll prepared pursuant to a taxable status date occurring within 60 days after the date of purchase of residential real property, such ten-year period shall be measured from the first assessment roll in which the exemption occurs. If, before the expiration of such ten-year period, such exempt property is sold and replaced with other residential real property, such exemption may be granted pursuant to this Subsection C for the unexpired portion of the ten-year exemption period.~~
- C. The exemption provided by this article shall apply to qualifying owners of a qualifying real property for as long as they remain qualifying owners, without regard to such ten (10) year limitation contained in Real Property Tax Law § 458-b.

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

Dated: Riverhead, New York  
December 19, 2017

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

TOWN OF RIVERHEAD

Resolution # 933

**AWARDS BID FOR THE PURCHASE OF ONE (1) 2017 OR 2018 NEW OR USED (LOW HOURS AND WARRANTY) TRACTOR WITH CAB AND LOADER FOR USE BY THE TOWN OF RIVERHEAD HIGHWAY DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board, by Resolution #835 adopted on November 8, 2017, authorized the Town Clerk to publish and post a notice to bidders for sealed bids for the purchase of One (1) 2017 or 2018 New or Used (Low Hours and Warranty) Tractor with Cab and Loader for use by the Town of Riverhead Highway Department; and

**WHEREAS**, two (2) bids were received, opened and read aloud on the 6<sup>th</sup> day of December, 2017 at 2:00 p.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 Highway Superintendent together with the Office of the Town Attorney, did review and evaluate all proposals; and

**WHEREAS**, after serious consideration and evaluation, the Town Highway Superintendent determined that Malvese Equipment Co., Inc. was the lowest responsible bidder for the 2016 Mahindra 2555, 4WD Tractor, Loader with Cab. Malvese has assured that despite the production year of the tractor being 2016, for retail, it is registered as new with benefits similar to the 2017 or 2018 model with full machine warranties and it was recommended that the bid be awarded to Malvese Equipment Co., Inc. for the purchase price of \$29,652.00.

**NOW THEREFORE BE IT RESOLVED**, that the bid for The Purchase of One (1) 2017 or 2018 New or Used Tractor with Cab and Loader for use by the Town of Riverhead Highway Department be and is hereby awarded to Malvese Equipment Co., Inc. in the amount of \$29,652.00; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Malvese Equipment Company, Co., Inc. at 1 Henrietta Street Hicksville, New York 11801; George Woodson, Highway Superintendent, and the Office of Accounting; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 934

**AWARDS PROFESSIONAL SERVICES AGREEMENT FOR  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, as far back as 2009, the Town of Riverhead, by and through the Office of the Financial Administrator and Information Technology Department, determined that the Town would benefit from and enhance its computer communications with the assistance from an individual and/or firm specializing in information technology support services; and

**WHEREAS**, in May of 2009, the Information Technology Department solicited a quotation and recommended that the Town Board authorize and approve a contract for information and technology support services; and

**WHEREAS**, thereafter, the Town Board, by Resolution #713 adopted on September 21, 2010, Resolution #638 adopted on September 4, 2013, Resolution #654 adopted on September 4, 2013, Resolution #97 adopted on February 4, 2014, Resolution #455 adopted on June 16, 2015 and Resolution #333 adopted on May 2, 2017 authorized professional service agreements for a variety of information and technology services, including but not limited to, in June of 2009, by Resolution # 529, installation and configuration of Cisco hardware for virtual desktop; upgrade of the LAN infrastructure; a variety of hardware upgrades, Veeam software installation together with 360 Assist; and

**WHEREAS**, as the present professional services was set to expire, on or about November 6, 2017, the Office of the Town Financial Administrator and Information Technology Department issued an Request for Information and Quotes ("RFI & Q") to vendors with the knowledge and expertise in information technology and requested quotes for support services, including but not limited to maintenance and management assistance, usage assistance and operational advice and troubleshooting and problem diagnosis with remote monitoring and troubleshooting 24 hours seven days a week; and

**WHEREAS**, as part of the RFI & Q process, the Financial Administrator and Information Technology Department determined that it would be beneficial to hold pre-proposal meeting available to all potential vendors, hold individual on site meetings to provide potential vendors with view the Town's IT environment and conduct an open question and answer e-mail available to all participating vendors; and

**WHEREAS**, eight (8) responses were received in the Office of the Financial Administrator on or before Friday, December 1, 2017 at 12 noon, the date, time and place provided in the Request for Information & Quotes; and

**WHEREAS**, a review committee consisting of a representative from the Office of the Supervisor (Chief of Staff); Town Financial Administrator, Deputy Financial Administrator, Information Technology Department (Computer Operator II and Network and Systems Technician); and representative from the Office of the Town Attorney (Deputy Town Attorney) reviewed the responses and by majority vote, the review committee recommends that the Town approve and authorize a professional services agreement with Total Technology Solutions for information technology support services.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Total Technology Solutions to provide information technology support services to the Town of Riverhead subject to terms and pricing consistent with Total Technology Solutions response to RFI & Q, to wit: \$1500.00 set up fee (one time), \$3500.00 monthly fee, and subject to approved by the Office of the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Total Technology Solutions, 1895 Walt Whitman Road, Melville, NY 11747; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 935**

**APPROVES EASTERN SITE DEVELOPMENT INC. AS DRAINLAYER FOR RIVERHEAD SEWER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, pursuant to Section 265-9 entitled "Sewers" of the Riverhead Town Code, Benjamin J. Glass, President of Eastern Site Development Inc, has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

**WHEREAS**, Bridgehampton National Bank Irrevocable Letter of Credit #170000626 in the amount of Five Thousand (\$5,000.00) Dollars and a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves Eastern Site Development Inc. as an authorized drainlayer with the Town of Riverhead Sewer District; and further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Eastern Site Development Inc. P.O. Box 480, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 936

**APPROVES EXTENSION TO LICENSE AGREEMENT WITH  
WADINGTON REALTY CORP.  
(Use of Town parking facilities at Wading River Beach)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by Resolution # 219 adopted on March 17, 2009, the Town Board of the Town of Riverhead authorized the Supervisor to execute a License Agreement with Wadington Realty Corp. to utilize Town of Riverhead parking facilities at Wading River Beach; and

**WHEREAS**, on or about April 17, 2009, a License Agreement was entered into between the Town of Riverhead and Wadington Realty Corp. for a term beginning on May 1, 2009 and ending on May 1, 2010; and

**WHEREAS**, under that License Agreement, the term of the Agreement may be renewed each year upon written request made by Wadington Realty Corp.; and

**WHEREAS**, Wadington Realty Corp. has requested in writing that the License be renewed for one year from May 1, 2017 to May 1, 2018; and

**WHEREAS**, Wadington Realty Corp. has submitted payment in the sum of \$2,250.00 as required under the License Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby grants the extension requested by Wadington Realty Corp. for one year beginning on May 1, 2017 and ending on May 1, 2018;

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to Wadington Realty Corp. 131 Creek 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**

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

Walter - ABSTAIN

The Resolution Was  Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD

Resolution # 937

**APPROVES LICENSE AGREEMENT BETWEEN THE TOWN OF RIVERHEAD AND DAY HAVEN FOR RE-USE OF FACILITY AT STOTZKY PARK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Riverhead Water District (RWD) is the owner of certain real property running from Pulaski Street on the southerly end and County Road 58 (Route 58) on the north and is commonly known as Stotzky Park; and

**WHEREAS**, the Community Development Agency (CDA) in or around 1991 determining there was a need for affordable day care facilities with the Town of Riverhead secured grant funding for the construction of a "Child Care Center" located at 165 Columbus Ave., Riverhead, New York; and

**WHEREAS**, the Child Care Center has been vacant and the Town Board authorized the issuance of a Request For Qualifications (the "RFQ") for qualified parties looking to establish a social model adult day care/Alzheimer program at the former children's day care building; and

**WHEREAS**, Day Haven submitted a response to the RFQ; and

**WHEREAS**, the Town Board has considered the response to the RFQ and the request for changes to the building and upon due consideration, has determined that proposed construction and re-use of 1,699 square feet of the facility and exterior grounds for a social model adult day care/Alzheimer program will serve the residents of the Town of Riverhead and will not impede or impair current operations or use of Stotzky Park.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby approves the terms and conditions of the License Agreement in substantially the form attached between the RWD, the CDA and Day Haven; and be it further

**RESOLVED**, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Day Haven Adult Day Services, 2210 Smithtown Avenue, Ronkonkoma, New York 11779, the Recreation Department, the Seniors Department, Town Engineer, Accounting Department and Office of the Town Attorney; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") made this \_\_\_\_\_ day of December, 2017, by and between the Town of Riverhead Community Development Agency ("CDA"), an Urban Renewal Agency, duly organized under the laws of the State of New York, and the Riverhead Water District ("District"), a municipal corporation, both with offices at 200 Howell Avenue, Riverhead, New York, 11901 (collectively "Licensor") and Community Program Centers of Long Island, Inc. d/b/a Day Haven Adult Day Services, a not-for-profit corporation duly organized under the laws of the State of New York, with offices at 2210 Smithtown Avenue, Ronkonkoma, New York 11779 ("Licensee").

### WITNESSETH

**WHEREAS**, the District is the owner of certain real property which runs from Pulaski Street on the southerly end and County Road 58 (Route 58) and is commonly known as Stotzky Park; and

**WHEREAS**, the CDA in or around 1991 seeing a need for affordable day care facilities with the Town of Riverhead secured grant funding for the construction of a "Child Care Center" located at 165 Columbus Ave., Riverhead, New York; and

**WHEREAS**, the Child Care Center has been vacant and a Request For Qualifications (the "RFQ") was issued in or around August 10, 2017 for Senior/Adult Care Providers and their teams seeking to establish a social model adult day care/Alzheimer program at the former children's day care building (the "facility") and exterior grounds at Stotzky Park, Columbus Avenue, Town of Riverhead, New York; and

**WHEREAS**, the Licensee submitted a response to the RFQ and has stated it desire, goals and plans for creation, establishment and maintenance of a model social adult day care program to serve about, but not limited to, 25 participants within a shared intergenerational setting comprising

approximately 1,500 square feet of interior space at the facility as estimated by Licensee & associated use of the exterior grounds; and

**WHEREAS**, the Licensee's response to the RFQ set forth its prior experience, including similar programs that it has established, the project team, financial capacity and suitability of the program for shared intergenerational use, among other things; and

**WHEREAS**, the Licensor has reviewed the response by Licensee and has considered same, as well as the proposed construction improvements as requested the Licensee's and has determined that Licensor shall undertake the proposed construction and permit the re-use of 1,699 square feet of the facility and exterior grounds as proposed by Licensee for a social model adult day care/Alzheimer program will serve the residents of the Town of Riverhead and further determined the re-use will not impede or impair the use of current operations at Stotzky Park, Columbus Avenue, Town of Riverhead, New York; and

**NOW THEREFORE**, in consideration of the terms and mutual obligations herein and other good and valuable consideration, the parties do hereby agree as follows:

1. **Licensing.** Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to the non-exclusive use of 1,699 square feet of the facility as depicted on Drawing dated October 2, 2017 and the exterior grounds as shown on Google Map collectively attached hereto as Exhibit "A" (collectively the "Licensed Premises").

2. **Term of the License.** The term of this License (the "term") shall be three years and shall commence on April 1, 2018 and shall end on March 31, 2021.

3. **License Fee.** In consideration of the type of use to which the Licensee intends to conduct at the premises, the Licensee shall pay the Licensor an annual fee of \$18,000. Payment of that license fee in the amount of \$1,500 shall be made monthly on or before the first day of

each month. To assist with start-up costs incurred by the Licensee, no license fee shall be due for the first three months of the license or from the first day licensee begins use whichever is later.

4. **Condition of the Licensed Premises.** Licensee is familiar with the Licensed Premises, has examined same, and, except for the construction as explicitly hereinafter provided in Exhibit B annexed hereto and made a part hereof, Licensee agrees to accept the licensed premises in its “as is” condition without reliance upon any representations or warranties of or made by Licensor.

5. **Use of the Licensed Premises.** Licensee agrees to utilize the licensed premises as a social model adult day care/Alzheimer program serving about, but not limited to, 25 participants daily. The Licensee agrees and understands that Licensor has relied upon Licensee’s response to the RFQ that adult day care/Alzheimer services will be open Monday through Friday (excluding holidays) from 8 o’clock am to 4 o’clock pm. Furthermore, the Licensee agrees that it will provide programs up to six hours in length, which includes snack and/or lunch. The Licensee’s staff will be allowed to be on the premises during non-program times starting at 7:00 AM and ending at 5:00 PM to prepare for or close the program. Notwithstanding stated goals for enrollment and intended hours and days of operation, in the event that the projected enrollment and need for services is not met, the parties agree that they will renegotiate terms and conditions of the license without penalty. Notwithstanding anything herein to the contrary, Licensee shall have exclusive use of Licensed Premises during days of operation from 7:00 AM to 5:00 PM.

During the hours and days of the operation of the adult day care/Alzheimer services (8 o’clock am to 4 o’clock Monday through Friday, excluding holidays) the Licensor will have use of that part of the building which is not part of the 1,699 square feet as well as the common areas as depicted on the plan incorporated as Exhibit A. **At all times, the Licensor shall be restricted**

from using or accessing, except in an emergency, the Program's Supervisor's office and any other closets or storage areas, as agreed to, where any participant records or equipment/supplies are stored. During the non-operational hours and days, the Licensor will have use of the entire building and Licensee shall have non-exclusive use of bathrooms, hallways, entrances and other common areas during hours of operation. Further, upon agreement of both parties, to achieve a shared intergenerational setting, the Licensor shall have youth or other recreational programming using the building in which the Licensed Premises is located.

6. **Utilities.** Licensor shall be responsible, at its sole expense, for the payment of the following utility services: water, electricity, fuel, propane and security system. Licensee shall be responsible, at its sole expense, for the payment of the following utility services: cable television, internet and telephone.

7. **Repair, Maintenance and Inventory of License Premises.**

a) Licensor, at its sole expense, agrees to make renovations, repairs and maintain the Licensed Premises as more fully set forth in Exhibit B.

b) Licensee shall not alter the Licensed Premises without the prior permission

8. **Assignment.** Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the use of the Licensed Premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise without the expressed written consent of the Licensor. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

9. **Insurance and Indemnification.** Licensee will be responsible for providing

comprehensive general liability insurance in the amount of not less than \$1,000,000 with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead as “Additional Insured” to the extent of their interest. ~~Finally,~~ Licensee agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability, including liability for damages or for injuries or death to person, arising out of the acts or negligence of Licensee, its officers, directors, employees, agents, and representatives. Licensor agrees to indemnify and hold the Licensee and its respective officers, employees, agents, and representatives harmless from any and all loss or liability, including liability for damages or for injuries or death to person, arising out of the acts or negligence of Licensor, its officers, officials, directors, employees, agents, and representatives Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as “additional insured”.

10. **Notices:** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor and the Office of the Riverhead Town Attorney at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to Community Program Centers of Long Island, Inc. d/b/a Day Haven Adult Day Services, a corporation duly organized under the laws of the State of New York, with offices at 2210 Smithtown Avenue, Ronkonkoma, New York 11779.

11. **Miscellaneous:** (a) Merger. All prior understandings and agreements between

the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

b) Nothing contained in this Agreement either expressly or impliedly shall invalidate any pre-existing non-conforming use upon the real property owned by the Licensee or constitute any admission by the Licensee that any violation exists now or shall exist in the future.

12. **Cross Default**: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

13. Termination: Licensee may terminate this Agreement in its absolute discretion upon 30 days written notice to Licensor.

14. Program Fees: Licensee may impose reasonable fees for participation in the program operating in the Licensed Premises provided that Licensee agrees that to the extent a program participant is eligible under the NYS Medicaid Program or other government benefit program (hereinafter, Government Program) and such Government Program provides payment for such program participant and requires the Licensee accept such payment by the Government Program as payment in full, Licensee will not impose or collect program fees from such participants eligible for payment from such Government Program. The Licensee to the extent practical shall make the program eligible to Town of Riverhead residents before extending to participants who do not reside within the Town of Riverhead.

**IN WITNESS WHEREOF**, Licensor and Licensee do hereby execute this License as of

the date and year first above written.

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Town of Riverhead Community  
Development Agency  
By: Sean M. Walter, Supervisor

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The Riverhead Water District  
By: Sean M. Walter, Supervisor

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Community Program Centers of Long Island, Inc.  
d/b/a Day Haven Adult Day Services,  
By:

**SCHEDULE A**  
**TO LICENSE AGREEMENT**  
**(Preliminary Drawing dated Oct. 1, 2017 & Google Map – Licensed Premises)**

## **SCHEDULE B TO LICENSE AGREEMENT**

### **The responsibilities of the Licensor shall be as follows:**

1. Prior to occupancy, construction, improvements, modifications shall be made to the building for not less than two (2) bathrooms to accommodate the program, removal of the large wall separating two rooms and construction of an office area in the same room. At least, one of the two bathrooms shall be fully ADA accessible. Basic infrastructure will also be installed for networking, cable, internet, TV and electrical.
2. Prior to occupancy, a Certificate of Occupancy shall be provided to Licensee that the building may be lawfully occupied as a "day care facility", an adult day facility" and that the building is multiple occupancy which includes "day care facility", an adult day facility" together with municipal use.
3. Prior to occupancy, not less than four (4) handicapped parking spaces reserved for the Lessee's use shall be installed.
4. Prior to occupancy, a handrail or other railing shall be installed on walkway from parking lot to the existing building entrance and ADA compliant ramps at all program exits.
5. Prior to commencement of the second year of the license, construction, improvements modifications to the building for a third bathroom to accommodate the program and westerly vestibule.
6. All major building services, including all repairs to and maintenance of the major or structural components of the building structure (i.e. the roof, walls, HVAC).
7. Provide and maintain a working kitchen and appliances. Replacement and repair of all appliances.
8. Service contract for and maintenance of security system.
9. Service contract for and maintenance of propane.
10. Service contract for and maintenance of fire system.
11. Service contract for and maintenance of HVAC.
12. The following utilities (water, electricity, fuel, propane)
13. Pest control.
14. All exterior maintenance of Town property including cleaning, marking/designation of parking, and snow removal of roadways, walkways and parking lot, lawn and landscape maintenance and tree trimming outside the fenced playground area occupied by Licensee.
15. Maintenance and replacement of interior fire extinguishers.
16. Daily and routine janitorial service, cleaning and maintenance of the

common areas (entrance and hall) and the area being used by Licensor that is the non-licensed premises or that area within building that is outside of 1,699 square feet as shown on the Preliminary Drawing dated October 1, 2017.

**The responsibilities of the Licensee shall be as follows:**

1. Daily and routine cleaning and maintenance of licensed premises.
2. Provision of paper supplies, cleaning supplies and equipment.
3. Purchase, and repair, of furniture, furnishings and window treatments.
4. Purchase and replacement of telephones. Maintenance of the telephone system. Service contract for telephone, if applicable.
5. Cable and internet service.

**TOWN OF RIVERHEAD  
RESOLUTION # 938**

**AUTHORIZES NOTICE OF PUBLIC HEARING REGARDING PROPOSED LEASE  
AGREEMENT BETWEEN THE RIVERHEAD WATER DISTRICT  
WITH SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to certain Lease Agreement dated November 24, 1992, the Riverhead Water District (hereinafter sometimes referred to as "Lessor"), and New York SMSA Limited Partnership d/b/a Verizon Wireless (hereinafter sometimes referred to as "Lessee"), had agreed to a lease allowing the Lessee the right to occupy certain space on the water tank located on Gerald Street, Wading River Riverhead, New York (Plant 9), which property is also known as Suffolk County Tax Map District 0600, Section 57, Block 01, Lot 1.5 (collectively, the "Property") for the installation and operation of wireless antennas and appurtenances thereto; and

**WHEREAS**, the term under the Lease Agreement dated November 24, 1992 has ended;

**WHEREAS**, the parties entered into negotiations and propose that a new Lease Agreement be entered into between the "Lessor" and Lessee for the use and occupancy of that same portion of the water tank at the Property as described in Exhibit "A" of the lease; and

**WHEREAS**, the initial term of the lease shall be ten (10) years commencing on the commencement date as defined in the lease agreement, with one (1) additional renewals of a five (5) term, unless terminated sooner as provided under the lease agreement; and

**WHEREAS**, the Lessee shall pay as rent \$80,000 for the first fiscal year, and beginning in fiscal year two and every year thereafter the annual rent will increase with such increase calculated based upon the consumer price index; and

**WHEREAS**, the Lessee shall pay as reimbursement to the Lessor for Lessor's legal fees a one-time, non-refundable payment of \$10,000 for the first fiscal year, and beginning in fiscal year two and every year thereafter the annual rent will increase with such increase calculated based upon the consumer price index; and

**WHEREAS**, a copy of the proposed lease agreement is available for review and inspection at the Office of the Riverhead. Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours, and

**WHEREAS**, the Lessee has executed the Lease Agreement;

**WHEREAS**, the Town Board desires to call a public hearing to consider the aforementioned lease agreement,

**NOW, THEREFORE BE IT RESOLVED** that the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 6<sup>th</sup> day of

February, 2018, at 2:05 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the Riverhead Water District entering into a Lease Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless to lease certain space located at the Plant 9 tank site, Wading River, New York, for the installation and operation of wireless antennas and appurtenances thereto; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Mark Conklin, Daniel Barker, Esq., and New York SMSA Limited Partnership d/b/a Verizon Wireless.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6<sup>th</sup> day of February, 2018 at 2:05 o'clock p.m. to hear all interested persons with regard to the Riverhead Water District entering into a Lease Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless to lease certain space located at the Plant 9 tank site, Wading River, New York, the initial term of the Lease Agreement shall be ten (10) years commencing on the commencement date as defined in the lease agreement, with one (1) additional renewals of a five (5) term, providing for rent \$80,000 for the first fiscal year. A copy of the proposed Lease Agreement is available for review and inspection at the Office of the Riverhead. Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours.

Dated: Riverhead, New York  
December 19, 2017

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

**DIANE M. WILHELM**, Town Clerk

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

## WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), between TOWN OF RIVERHEAD on behalf of THE TOWN OF RIVERHEAD WATER DISTRICT, with its principal offices located at 1035 Pulaski Street, Riverhead, NY 11901, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

WHEREAS, the LESSOR is the owner of the property located off of Great Rock Drive and Gerald Street in Wading River, New York, as shown on the Suffolk County Tax Map District 0600, Section 57, Block 01, Lot 1.5, more commonly known as the Great Rock Drive Water Tank (Plant #9) (the "Tower") and improvements thereon (the Tower, the improvements and such real property are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, pursuant to that certain Lease Agreement, dated November 24, 1992 ("Prior Agreement"), LESSEE currently occupies a portion of the Property along with certain space on the Tower for the operation of a communications facility; and

WHEREAS, LESSOR and LESSEE have agreed to enter into this Agreement effective as of the "Commencement Date" (as hereinafter defined) which shall replace and supersede the terms of the Prior Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby leases and grants to LESSEE the right to install, maintain and operate communications equipment ("Use") in and/or upon that certain space ("the Tower Space") on the Tower located on the Property, together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment, including a generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, between 8:00 a.m. and 4:30 p.m. Monday through Friday (excluding LESSOR's holidays), and seven (7) days a week, twenty-four (24) hours a day in the event of an emergency, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the Land Space; together with such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes (collectively, the "Connections") running between and among the various portions of the Premises (as hereinafter defined) and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way; together with such additional space sufficient for LESSEE's signage and/or barricades as LESSEE deems necessary for its operations; and together with any further rights of way (the "Further Rights of Way") over and through the Property

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between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way, Connections and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE. LESSOR agrees to grant LESSEE or the utility provider the right to install such utility services on, through, over and/or under the Property, provided the location is shown on Exhibit "A" or in such other location approved by LESSOR, which approval shall not be unreasonably withheld or delayed.

LESSEE may use any means reasonably necessary in accordance with then existing industry standards, which will permit LESSEE to gain access to any area that LESSEE may require pursuant to the terms of this Agreement, and LESSEE may provide its own lock to any portion of its Premises which LESSEE may access with its own set of keys.

2. INITIAL TERM. This Agreement shall be effective as of the Commencement Date. The initial term of the Agreement shall be for 10 years beginning on the Commencement Date. The "Commencement Date" shall be the first day of the month following the date of execution by both parties.

All rent due for the ten (10) year initial term of this Agreement is guaranteed by the LESSEE to LESSOR in that LESSEE may not terminate this Agreement and be released from its obligations hereunder, except as otherwise provided for herein.

3. EXTENSIONS. This Agreement shall automatically be extended for 1 additional 5 year extension term unless LESSEE terminates it at the end of the initial term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term.

This Agreement shall automatically be extended for a 2<sup>nd</sup> additional 5 year extension term unless either party terminates it at the end of the 1<sup>st</sup> extension term by giving the other written notice of the intent to terminate at least 12 months prior to the end of the 1<sup>st</sup> extension term.

The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$80,000.00 for the first year and the annual rental for the subsequent years shall be equal to One Hundred Three (103%) percent of the annual rental payable during the immediate preceding year. All rental shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address set forth in Paragraph 22 below or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay

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rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

Within ninety (90) days after the full execution of this Agreement, as additional rent, LESSEE shall make a one (1) time, non-recurring and non-refundable payment to LESSOR in a sum equal to \$10,000.00, which payment shall represent reimbursement to LESSOR for LESSOR's legal fees for review of this Agreement and all documents executed by the Parties in connection therewith. Notwithstanding the foregoing, such payment shall not cause or result in either the commencement of the initial term of this Agreement or the Commencement Date.

LESSOR and LESSEE agree that this Agreement replaces the Prior Agreement as of the Commencement Date. Upon the Commencement Date, the Prior Agreement is deemed terminated. LESSOR and LESSEE acknowledge that notwithstanding the termination of the Prior Agreement and the commencement of this Agreement on the Commencement Date, LESSEE may continue to make, and LESSOR may continue to receive, rental and other payments pursuant to the Prior Agreement. In such event, any rental or other payments made pursuant to the Prior Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement. Within sixty (60) days of the Commencement Date, LESSEE shall pay LESSOR any difference from the monthly rent due under the terms of this Agreement and the amount of monthly rent that LESSEE has paid to LESSOR since the Commencement Date, along with the payment of any other outstanding rent due and owing from LESSEE to LESSOR under the Prior Agreement including payment to LESSOR of any rental payments that may have been rejected by LESSOR and returned to LESSEE. Within thirty (30) days of LESSOR's receipt of all rental payments due and owing pursuant to this subparagraph, LESSOR shall withdraw with prejudice and without costs and/or stipulate to discontinue with prejudice and without costs its pending Notice of Petition and Petition filed against LESSEE in County Court of the State of New York, County of Suffolk, RIVERHEAD WATER DISTRICT v. NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, Index No. 16-07677.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. INTENTIONALLY OMITTED.

6. ACCESS TO TOWER.

LESSOR agrees the LESSEE shall have access to the Tower and the Premises at such times as set forth in Paragraph 1 for the purpose of installing, operating and maintaining its equipment. Prior to LESSEE obtaining access to the Tower during the Term, LESSEE shall first provide

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LESSOR with the following information (which information LESSEE shall be required to provide no more than one (1) time per each calendar year during the Term to gain access):

- i. Letter on LESSEE's letterhead generally describing the scope of work to be done;
- ii. Letter on LESSEE's letterhead indicating that the contractor/subcontractor (if applicable) is authorized to do the scope of work on behalf of LESSEE;
- iii. Copy of the Photo ID for all contractor's/subcontractor's/employees who will be on the Property;
- iv. Climbing certificates/certifications only if LESSEE or its contractor's/subcontractor's/employees intend to climb the Tower as its means of access to the Tower;
- v. Insurance certificates evidencing all required insurances as set forth in Exhibits C and D;
- vi. Executed Hold Safe and Harmless Agreement by Contractors/Subcontractors, attached hereto as Exhibit D; and
- vii. LESSEE acknowledges and agrees that in the event LESSEE or any of LESSEE's employees, contractors or agents uses a lift to access the Tower LESSOR shall be under no obligation to provide maintenance, security or safeguarding for LESSEE's lift and LESSOR shall not be liable for any damage to LESSEE's lift that may occur through acts of vandalism or that may be caused by anyone that is unlawfully trespassing on the Property or that may be caused by other lessees or licensees at the Property. LESSEE's use and operation of any such lift shall be subject to the Parties mutual indemnity covenants and obligations as set forth in Paragraph 12. Said lift must be operated by a certified lift operator and a copy of their certification must be provided to the LESSOR.

LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this Premises and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

## 7. ELECTRICAL.

(a). If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

(b). In the alternative, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

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(c). In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit.

(d). In the event of submeter, all invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 90 days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. In the event LESSOR shall not submit any invoices within thirty (30) days of end of each quarter, LESSOR shall not be entitled to any reimbursement. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR. Notwithstanding anything stated herein, in the event that LESSEE has installed a submeter for the measurement of electric and any other utilities provided to the Premises, LESSEE shall have the right to cause its meter reading company, Power Design & Supply Co. or any other meter reading company selected by LESSEE, to remotely read the meter and send LESSEE monthly invoices for LESSEE's electric usage to Verizon Wireless, Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to [livebills@ecova.com](mailto:livebills@ecova.com) or to such other address as LESSEE may change from time to time, in connection with same. The monthly invoices shall be calculated as follows: actual monthly electricity used by LESSEE at the Premises times the then current building rate established by Con Edison Company of New York, Inc. or the applicable utility company equivalent thereto, or if such rate is no longer utilized, then such other similar rate as may be established by the utility. Within 45 days after LESSEE's receipt of the monthly invoice from the meter reading company, LESSEE shall pay such amount to LESSOR as reimbursement for LESSEE's utility usage and LESSEE shall provide LESSOR with a copy of the meter reading company's invoice

(e). LESSOR shall at all times during the Term provide LESSEE with access to the utilities at the Property so that Premises shall have electrical, gas and telephone service. In connection with electric, gas and telephone utility sources located on the Property that LESSEE requires for its installation, LESSOR agrees to grant Verizon New York Inc. or any other local utility provider the right to install its equipment or other improvements on, over and/or under the Property necessary for LESSEE to operate its communications facility, and LESSOR shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

(f). LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and

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installation and maintenance shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, utilities, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, at any time during the Term; provided however, any modification of or addition to any equipment on the Tower shall not increase either the size of LESSEE's then existing equipment on the Tower in excess of 10%, and shall not increase the weight of LESSEE's then existing equipment on the Tower in excess of 10%. Prior to LESSEE performing any such modifications of or additions to its equipment on the Tower LESSEE shall provide a written statement from its licensed engineer confirming that LESSEE's proposed modifications of or additions to its equipment will reserve structural capacity on the Tower for future modifications of or additions to equipment on the Tower by LESSEE or other lessees or licensees at the Property, and that such proposed modifications or additions will meet then existing industry engineering standards. In the event any such modification to LESSEE's communications equipment requires either (1) LESSEE's use and occupancy of additional Land Space or Tower Space outside the Premises as shown Exhibit "A", (2) modifications or additions that increase the size of LESSEE's then existing equipment on the Tower in excess of 10%, or (3) modifications or additions that increase the weight of LESSEE's then existing equipment on the Tower in excess of 10%, then in such event a reasonable rent increase which is mutually acceptable to LESSOR and LESSEE shall be paid in addition to rent set forth in Paragraph 4. Notwithstanding anything contained herein to the contrary, in no event shall LESSEE increase the total size or weight of LESSEE's equipment on the Tower in excess of 20% of LESSEE's initial installation as shown on Exhibit "A" annexed hereto, without first obtaining LESSOR's consent pursuant to the Upgrade Protocols as set forth in Exhibit "B".

Notwithstanding the foregoing, LESSEE shall not otherwise replace, repair, add to or otherwise modify its communications equipment, antennas, utilities, conduits or other improvements or any portion thereof without complying with LESSOR's Upgrade Protocols, attached hereto as Exhibit "B".

9. GOVERNMENT APPROVALS. LESSEE's Use, along with certain modifications or additions to LESSEE's equipment on the Tower, is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") which will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. LESSEE may terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; or, (iv) LESSEE determines that any structural analysis of the Tower is unsatisfactory. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by

SITE NAME: Wading River  
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LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. MAINTENANCE/TOWER COMPLIANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted.

LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 29 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

12. INDEMNIFICATION. Subject to Paragraph 13, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

13. INSURANCE.

See Exhibit "C".

SITE NAME: Wading River  
SITE NUMBER:  
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14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 26, a violation of Paragraph 31, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not modify its then existing equipment on the Property with equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to any equipment of LESSOR which existed on the Property prior to the date of any such equipment modifications. LESSOR agrees that LESSOR and other occupants of the Property will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to LESSEE's equipment that exists on the Property on the Effective Date or to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (\_\_\_\_\_), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed. Any claims relating to the condition of the Premises must be presented by LESSOR in writing to LESSEE within thirty (30) days after the termination or expiration of this Lease or LESSOR shall be deemed to have irrevocably waived any and all such claims.

17. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

18. INTENTIONALLY OMITTED.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Tower or the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

20. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and the Tower, has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use. Furthermore, LESSOR represents, covenants and warrants that the Property is not designated a landmark or in a landmark district; the Property has never been used or permitted to be used for the generation, storage or transfer of or other activity related to any pollutants or hazardous or toxic substances, materials or wastes (collectively, the "Hazardous Materials"), and has never been on any list of a governmental authority requiring clean-up or closure because of contamination by any Hazardous Materials. In the event any of the LESSOR's representations set forth herein are breached, LESSOR shall defend, indemnify, and hold LESSEE harmless from and against any and all claims, liabilities, damages, costs, penalties, fines and fees related to a breach of the provisions herein.

21. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

SITE NAME: Wading River  
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22. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Town of Riverhead Water District  
1035 Pulaski Street  
Riverhead, NY 11901  
Attention: \_\_\_\_\_

LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a non-disturbance agreement from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE and shall recognize LESSEE's rights under this Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

24. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion; provided, however, that if LESSOR fails to comply with this Agreement and the failure interferes with

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SITE NUMBER:  
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LESSEE's Use, LESSOR will take all commercially reasonable efforts to remedy the failure within 5 days after written notice from LESSEE.

25. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a Default by LESSEE.

26. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE introduces regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

27. **CASUALTY.** If a fire or other casualty damages the Property, the Tower or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored, or LESSEE determines that LESSEE'S Use may not be restored, within 45 days, LESSEE may terminate this Agreement.

28. **CONDEMNATION.** If a condemnation of any portion of the Property, the Tower or the Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

29. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

30. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law.

31. FORCE MAJEURE. Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, or strike. If LESSOR asserts the provisions in the prior sentence as an excuse for failure to perform its obligation to provide electrical service and telephone service access within the Premises, then LESSOR must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations, and that LESSEE was timely notified of the likelihood or actual occurrence of an event described in this Paragraph.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

33. RECITALS. The Parties hereby adopt as a part of this Agreement each of the "Whereas" recitals/paragraphs referenced above, and agree that each such recital/paragraph shall be binding upon the Parties not merely by way of recital or inducement, but that each such recital/paragraph is hereby confirmed and ratified as being accurate by each Party as to itself (as applicable).

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.**

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG - FINAL

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

TOWN OF RIVERHEAD, on behalf of  
THE TOWN OF RIVERHEAD WATER DISTRICT

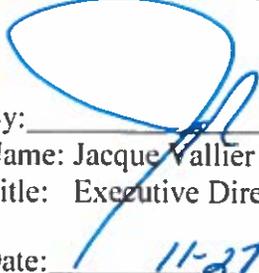
\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

**LESSEE:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: Cellco Partnership, its General Partner

  
\_\_\_\_\_  
WITNESS

  
By: \_\_\_\_\_  
Name: Jacques Vallier  
Title: Executive Director - Network Field Engineering  
Date: 11-27-17

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

**EXHIBIT "A"**

**SITE PLAN OF PREMISES**

EXISTING LESSEE ANTENNA CABLE VAULT.  
 (3) EXISTING LESSEE GAMMA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN.

EXISTING T-MOBILE EQUIPMENT.  
 EXISTING WATER TANK.

(3) EXISTING LESSEE ALPHA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN.

EXISTING FENCE  
 EXISTING METRO PCS EQUIPMENT  
 EXISTING SPRINT EQUIPMENT

(3) EXISTING LESSEE BETA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN.

EXISTING LESSEE ANTENNA CABLES ROUTED ON EXISTING UNISTRUT SUPPORTS TO SECTOR ANTENNAS



GAMMA SECTOR  
 342°

(9) EXISTING 7/8"φ, (6) EXISTING 1-1/4"φ LESSEE ANTENNA CABLES AND (3) PROPOSED 6X12 HYBRIFLEX CABLES ROUTED FROM EXISTING EQUIPMENT SHELTER TO LESSEE SECTOR ANTENNAS

EXISTING LESSEE EQUIPMENT SHELTER TO REMAIN  
 EXISTING LESSEE GENERATOR TO REMAIN

(2) EXISTING AND (1) PROPOSED LESSEE GPS UNITS MOUNTED TO EXISTING SHELTER

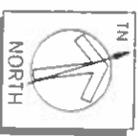
ALPHA SECTOR  
 102°

EXISTING WATER DISTRICT SHED  
 EXISTING NEXTEL EQUIPMENT SHELTER.  
 EXISTING CONC. VAULT.  
 EXISTING CSC CABINET.  
 EXISTING AT&T EQUIPMENT

PAINTING NOTE:  
 PROPOSED LESSEE ANTENNAS TO BE PAINTED TO MATCH EXISTING WATER TANK

LANDLORD'S INITIALS:

DATE



**1 PARTIAL SITE PLAN - LEASE EXHIBIT**

SCALE: 1"=20'



ARCHITECTS  
 CONSULTING ENGINEERS, SURVEYORS, INTERIORS  
 1000 W. 10TH ST., SUITE 1000, DENVER, CO 80202  
 P: 303.733.8888 F: 303.733.8889 www.wfcarch.com

NO.	DATE	REVISION/DESCRIPTION
0	10/2/14	ISSUED FOR REVIEW
1	6/2/15	REVISION FOR REVIEW
2	8/11/15	REVISION PER VAW
3	9/25/17	REVISION PER VAW

**LESSEE**  
 (WADING RIVER)  
 PCS UPGRADE

GEAULD ST. & OAKWOOD DR.  
 WADING RIVER, TN 37792  
 DESIGN DATE 10/14

**SITE PLAN**

DATE 10/2/14  
 SCALE AS NOTED  
 DRAWN BY M/C  
 CHECKED BY TM  
 COORD. MANAGER PM  
 PROJECT NO. 14-032  
 NUMBER OF SHEETS 2 OF 3

DRAWING NO. **LE-1**

PAINTING NOTE:  
PROPOSED LESSEE ANTENNAS  
TO BE PAINTED TO MATCH  
EXISTING WATER TANK

EXISTING ANTENNAS BY OTHERS (TYP.).

(3) EXISTING LESSEE ALPHA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS, AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN

(3) EXISTING LESSEE GAMMA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN

(3) EXISTING LESSEE BETA SECTOR ANTENNAS (BEYOND) TO BE REMOVED AND REPLACED WITH (3) PROPOSED ANTENNAS, (4) PROPOSED RRH'S W/ PROPOSED MOUNTS AND (1) PROPOSED DISTRIBUTION BOX. EXISTING ANTENNA MOUNTS TO REMAIN

81'-0"± AGL  
T.O. EXISTING WATER TANK

76'-0"± AGL  
T.O. PROPOSED LESSEE ANTENNAS

73'-0"± AGL  
T.O. OF PROPOSED LESSEE ANTENNAS

EXISTING WATER TANK

(9) EXISTING 7/8"Ø, (6) EXISTING 1-1/4"Ø LESSEE ANTENNA CABLES AND (3) PROPOSED 6X12 HYBRIFLEX CABLES ROUTED FROM EXISTING EQUIPMENT SHELTER TO PROPOSED SECTOR ANTENNAS

EXISTING WATER TANK ACCESS LADDER

EXISTING LESSEE EQUIPMENT SHELTER TO REMAIN

EXISTING LESSEE SHROUD ATOP EXISTING LESSEE ANTENNA CABLE VAULT

(2) EXISTING LESSEE GPS UNITS AND (1) PROPOSED LESSEE GPS UNITED MOUNTED TO EXISTING SHELTER

EXISTING LESSEE GENERATOR TO REMAIN

0'-0"± GRADE

EXISTING LESSEE ANTENNA CABLE VAULT

EXISTING LESSEE ANTENNA CABLE VAULT

**1 NORTH ELEVATION - LEASE EXHIBIT**

SCALE: 1"=20'

LANDLORD: TOWN OF RIVERHEAD  
WATER DISTRICT  
LANDLORD'S INITIALS: \_\_\_\_\_

DATE \_\_\_\_\_



NO.	DATE	DESCRIPTION
0	1/27/14	ISSUED FOR REVIEW
1	6/27/15	REVIEW FOR REVIEW
2	6/11/15	REVIEW FOR VIZ
3	9/6/17	REVIEW FOR VIZ

**LESSEE**  
WADING RIVER  
PCS UPGRADE

GERALD ST. & CAYWOOD DR.  
WADING RIVER, NY 11792  
DESIGN DATE: 11/6/14

**NORTH ELEVATION**

DATE	11/27/14
SCALE	AS NOTED
DRAWN BY	MJC
CHECKED BY	TJM
CONGR. MANAGER	PM
PROJECT NO.	14-0832
SHEET NO.	3 OF 3
DRAWING NO.	

**LE-2**

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

**EXHIBIT "B"**

**UPGRADE PROTOCOL**

## TOWN OF RIVERHEAD WATER DISTRICT

### UPGRADE PROTOCOL

Initial written submission of LESSEE's proposed equipment upgrades, if required pursuant to Paragraph 8 of this Agreement, must be addressed directly to the LESSOR at 1035 Pulaski Street, Riverhead, New York 11901.

- A. The initial submission ("Initial Submission") must include:
- (1) Copy of existing As-Built on file with LESSEE, encompassing the telecommunications equipment including make and model numbers and specifications that will be upgraded or changed in some manner;
  - (2) Drawings showing proposed equipment upgrades, including make and model numbers and specifications, or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work" SOW);
  - (3) Estimated construction schedule, detailing length of time for LESSEE to perform construction work; and,
  - (4) A deposit made payable to the RIVERHEAD WATER DISTRICT in an amount not to exceed seven thousand five hundred (\$7,500.000) DOLLARS (the "Deposit") to cover all reasonable costs related to the proposed work, including but not limited to, Town of Riverhead or LESSOR expenses incurred for the initial review of the drawings and Scope of Work by LESSOR Engineer(s) and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve the work on the Tower, the ground space or both. LESSOR shall only access such Deposit pursuant to the terms as set forth herein.
- B. Within fourteen (14) days of receiving the Initial Submission by LESSOR, a meeting shall take place with duly authorized representatives of LESSEE, LESSOR and, at LESSOR's discretion, its retained licensed engineer ("Engineer"), to discuss the details of the Initial Submission.
- C. After this meeting, LESSEE shall supply any additional documentation and/or make modifications to the Initial Submission as reasonably requested by the LESSOR.
- D. Following the meeting, a "Final Submittal" shall be made by LESSEE to the LESSOR in the same manner described for the Initial Submission in subsection A. (1). The Final Submittal shall include:
- I. Final plans and specifications for the proposed equipment changes, and a revised SOW, if different from what was provided in the Initial Submission;

- II. A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if LESSEE 's proposed upgrades or changes include the addition of new antennas on the Tank to show compliance with FCC regulations regarding RF emissions;
- III. Final construction schedule, detailing the length of time for LESSEE to perform the proposed work ("Construction Schedule");
- IV. If, after review, LESSOR or LESSOR'S engineer reasonably determines that the proposed upgrade will substantially impact the structural integrity of the Tower, an appropriate engineering study will be undertaken. LESSOR must provide LESSEE with a written explanation from LESSOR explaining the reasons for the structural integrity study. The reasonable costs of the structural integrity study shall be paid by the LESSEE from the Deposit. In the event such costs, in addition to LESSOR's initial reviews described in Section A.4 herein, reasonably exceed the Deposit then LESSEE shall pay the additional reasonable costs of said study in excess of the Deposit within thirty (30) days of receipt of an invoice from LESSOR along with supporting documentation. The study shall be performed by an engineer selected by LESSEE, or an engineer selected by LESSOR upon obtaining written approval from LESSEE.
- E. Following the Final Submittal, the LESSOR and LESSEE will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- F. All equipment upgrade submissions must comply with applicable Town of Riverhead Building, Planning and Zoning Codes (CODE).
- G. LESSOR's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
- H. Within fourteen (14) days of receipt of the Final Submittal a written Notice to Proceed will be issued by LESSOR. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the LESSOR who LESSEE should contact to coordinate the approved work and access to the site for same.
- I. Upon the receipt of the Notice to Proceed by the LESSEE, the LESSEE shall provide the LESSOR's aforementioned agent or representative with all contractors/subcontractors who will be performing all aspects of the approved work.
- J. LESSEE's contractors/subcontractors shall procure and/or maintain, substantially the same insurance with substantially the same limits as that required of LESSEE in Paragraph 13.

K. LESSEE shall confirm the date and time that LESSEE and its agents and representatives will perform the upgrade work and the names of the LESSEE'S authorized agents and/or representatives (**including contractors and sub-contractors of LESSEE**) who will be entering the Property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the LESSEE shall provide a minimum of 24 hours prior notice, by contacting the LESSOR agent/representative as referenced in this Agreement, at the phone number and email address provided therein. The LESSOR agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay LESSEE's ability to access the property to perform the upgrade work.

Once LESSEE has notified the LESSOR, as indicated above, the LESSOR will provide access to LESSEE in furtherance of the Notice to Proceed, within 24 hours.

L. The LESSOR, its Engineer and/or Tower inspector may be on site to inspect the work and reasonably confirm compliance with the Notice to Proceed. Reasonable costs of inspection shall be paid by the LESSEE from the Deposit within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing such costs. LESSOR is limited to no more than one (1) inspection at the conclusion of work. In the event such costs, in addition to LESSOR's initial reviews described in Section A.4 herein and structural integrity study described in Section D.IV herein, reasonably exceed the Deposit then LESSEE shall pay the additional reasonable costs of said inspection in excess of the Deposit within thirty (30) days of receipt of an invoice from LESSOR along with supporting documentation.

M. Upon the substantial completion of the work, LESSEE shall submit to LESSOR written notice indicating the substantial completion of the upgrades or changes to allow the LESSOR to schedule an engineering inspection. Within thirty (30) days of the LESSOR's receipt of LESSEE's written notice of substantial completion, the LESSOR shall submit to LESSEE a written acceptance of the work by the LESSOR or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the LESSEE's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted by LESSOR to LESSEE within the thirty (30) day period. LESSEE shall use commercially reasonable efforts to complete all punch list items within thirty (30) days of LESSEE's receipt of the punch list from LESSOR. The reasonable costs of LESSOR'S engineering inspection following the completion of the punch list items by the LESSEE shall be the sole responsibility of the LESSEE and shall be paid out of and shall not exceed the

Deposit within thirty (30) days of LESSEE's receipt of an invoice together with reasonable supporting documentation evidencing such costs. LESSOR is limited to no more than one (1) inspection at the conclusion of such work, unless LESSOR reasonably determines that further work needs to be performed and LESSOR provides LESSEE with an additional list of reasonable punch list items to be completed by LESSEE as set forth above in this subparagraph. In such event, any additional costs of work shall be the sole responsibility of LESSEE. In the event such costs, in addition to costs described in Sections A.4., D.IV and L herein, reasonably exceed the Deposit then LESSEE shall pay the additional reasonable costs of said inspection in excess of the Deposit within thirty (30) days of receipt of an invoice from LESSOR along with supporting documentation.

- N. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or Town of Riverhead recognized holidays. Notwithstanding the foregoing, the LESSOR will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided LESSEE agrees to the full reimbursement for any actual reasonable out of pocket expenses associated with the time spent by LESSOR's employees monitoring such work. Such expenses shall be paid within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing such expenses.
- O. Absent unforeseen and/or extenuating circumstances, LESSEE shall have ninety (90) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by LESSEE. Upon good cause shown, LESSEE shall have additional time to complete the work as is necessary under the circumstances.
- P. Once all work has been approved by LESSOR or its Engineer, LESSEE shall submit at its cost and expense, (a) New As-Built drawings by an engineer or architect licensed in New York, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in New York to reflect minor upgrade modifications, and (b) Color photographs of the completed work.
- Q. The LESSOR shall submit a final, detailed bill to LESSEE detailing the time and work reasonably performed by LESSOR, within thirty (30) days after LESSEE's completion of the work. LESSOR may use all or a portion of the Deposit to pay such final bill. Should the final bill be less than the Deposit, then LESSOR shall provide a refund to LESSEE within sixty (60) days thereafter. Should the final bill exceed the Deposit as permitted pursuant to Sections A.4., D.IV, L or M

herein then LESSEE shall pay the additional reasonable costs to LESSOR within thirty (30) days of receipt of an invoice from LESSOR along with supporting documentation.

- R. This Upgrade Protocol is only applicable to work where LESSEE seeks to upgrade or modify its existing equipment installation on the Tank. It does not apply to: (i) maintenance and/or repair work of any existing equipment, (ii) replacement of existing equipment with like kind or similar equipment, (iii) any changes made within any equipment space or shelter or ground space, (iv) replacement of broken or non-functioning equipment within LESSEE's Premises, and/or (v) any modification of or addition to any equipment on the Tower that does not increase either the size of LESSEE's then existing equipment on the Tower in excess of 10% and does not increase the weight of LESSEE's then existing equipment on the Tower in excess of 10%.
- S. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the parties may mutually waive some or all of the formalities of the above referenced Upgrade Protocol.

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

## **EXHIBIT "C"**

### **INSURANCE REQUIREMENTS**

Insurance coverage shall be provided by an Insurance Company eligible to do business in the state where the Premises are located and rated by "A. M. Best" at "A-" or better.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted on Accord or equivalent form provided by LESSEE's insurance broker.

Thirty (30) days' notice is required for cancellation of coverage if coverage is not replaced. The insuring company shall not be released from liability or obligation for its failure to notify the LESSOR.

The LESSOR and Town of Riverhead shall be included as additional insured on all general liability and automobile liability policies. A blanket additional insured endorsement shall be submitted to the LESSOR with the applicable certificate of insurance.

Coverage shall be obtained, and maintained throughout the life of the Lease as follows:

A. Automobile Liability:

Form: Commercial Automobile Liability, including all owned, non-owned, and hired autos.

Limits: 1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability each accident.

B. General Liability:

Form: Commercial General Liability, including, but not limited to: Premises-Operations, Products/ Completed Operations Personal and Advertising Injury and Contractual Liability combined single limit.

Limits: \$5,000,000 Combined Single Limit for bodily Injury and Property Damage Liability.

C. Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

D. Umbrella/Excess Liability:

Limits: \$5,000,000 covering any work and/or repairs performed on the Land Space and \$10,000,000 covering any work and/or repairs performed on the Tower.

The LESSOR retains the sole right to increase the above insurance limits to reasonable amounts and/or expand the required coverages but not more often than once during any term to amounts and coverages the LESSOR deems commercially reasonable with review and final approval of Lessee.

Notwithstanding the forgoing, LESSEE may, in its sole discretion; self-insure any of the required insurance under the same terms as required by this Agreement. In the event LESSEE elects to self-insure its obligation under this Agreement to include LESSOR as an additional insured, the following conditions apply:

(i) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide LESSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LESSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) LESSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LESSEE; and

(iii) LESSOR shall fully cooperate with LESSEE in the defense of the claim, demand, lawsuit, or the like.

All certificates of insurance shall contain the following provisions:

- (1) Location and nature of activities of the property.
- (2) The period of certificates shall cover the term of the Lease or a new certificate shall be furnished within thirty (30) days of expiration.

SITE NAME: Wading River  
SITE NUMBER:  
ATTY/DATE: ALG – FINAL

**EXHIBIT "D"**

**HOLD SAFE**

**AND**

**HARMLESS AGREEMENT**

**TOWN OF RIVERHEAD  
HOLD SAFE  
AND  
HARMLESS AGREEMENT**

The within hold safe and harmless agreement is made between the TOWN OF RIVERHEAD, a municipal corporation with an address at 200 Howell Avenue, Riverhead, New York 11901, acting through the RIVERHEAD WATER DISTRICT (hereinafter "Town") and \_\_\_\_\_ a domestic corporation with an address at \_\_\_\_\_ (hereinafter "Subcontractor").

Subcontractor, its employees, agents and/or assigns, require access to the existing water tank(s) located off of Great Rock Drive and Gerald Street in Wading River, New York (the "Premises"), and represent that it provides services to NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless"), a lessee at the Premises pursuant to that certain Water Tower Lease Agreement between the Town and Verizon Wireless. The Town grants Subcontractor a temporary license to enter upon the Premises, the right, privilege and license to climb the water tank to perform the upgrade as described on the approved site plan and the building permit issued by the Town of Riverhead Building Department ONLY.

The Town makes no representations or of any kind regarding the current conditions at the Premises.

The Town, in consideration of the conditions, covenants and agreements set forth herein to be kept and performed by Subcontractor, for the purposes set forth herein does grant to Subcontractor right to enter upon the Premises, to climb the water tank located thereon, to perform the upgrade of Verizon Wireless' equipment described on the approved site plan and building permit issued by the Town.

Subcontractor has been advised, understands and agrees that it is electing to enter upon the Premises with no representations of any kind whatsoever and further Subcontractor agrees to the use of the above referenced area from the Town freely and voluntarily.

Subcontractor, by \_\_\_\_\_, indicates that he/she is 18 years of age; that he/she has read and understands the foregoing; that he/she has been authorized by SUBCONTRACTOR to sign same and agrees to the terms and conditions of this agreement, intending that SUBCONTRACTOR to be legally bound by them.

Subcontractor, its employees, agents and/or assigns, hereby assumes all responsibility and risk of injury that might occur to me or my property and agree to indemnify, hold harmless, release and defend the Town, its officers, agents, servants and employees from any and all claims or suits for property damage or loss, or personal injury, including death sustained, unless such damages or injuries are caused directly or indirectly by the agents, servants or employees of the Town.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Town, its officers, agents, servants and employees (individually or collectively, "Indemnitee") from and against all claims, damages, liabilities, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or in any way connected with the performance or lack of performance of the Subcontractor's work at the Premises, or an act or omission of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, or a violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnitee provided that the violation arises out of or is in any way connected with the Subcontractor's performance or lack of performance of the work under the agreement.

In the event that an Indemnitee is determined to be any percent negligent pursuant to any verdict or judgment, then, in addition to the foregoing, Subcontractor's obligation to indemnify the Indemnitee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Subcontractor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Subcontractor is liable.

The indemnity obligation under this contract shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity described in this contract.

In any and all claims against an Indemnitee by any employee of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the indemnification obligation under this contract shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation under this contract shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in the agreement.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, in Riverhead, New York.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

Subscribed and sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(NOTARY STAMP/SEAL)

**RIVERHEAD WATER DISTRICT**

By: \_\_\_\_\_  
MARK K CONKLIN, Superintendent

Subscribed and sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the State of New York.

\_\_\_\_\_  
NOTARY PUBLIC

**TOWN OF RIVERHEAD**

**Resolution # 939**

**APPOINTS MARRIAGE OFFICER**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby reappoints Town Clerk Diane M. Wilhelm as Marriage Officer for the Town of Riverhead effective January 1, 2018; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 940**

**APPOINTS MARRIAGE OFFICER**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to New York State domestic Relations Law, Article Three, §11-C(1), the Town Board of the Town of Riverhead is authorized to appoint one or more marriage officers who shall have the authority to solemnize a marriage and which marriage shall be valid if performed in accordance with other provisions of the Domestic Relations Law; and

**WHEREAS**, pursuant to New York State Domestic Relations Law, Article Three, §11-C(2) and (4), the Town Board of the Town of Riverhead shall determine the number of such marriage officers appointed for the Town and term of office of each marriage officer; and

**WHEREAS**, the Town Clerk has requested that a second marriage officer be appointed and vested with the authority to solemnize marriages within the Town of Riverhead; and

**WHEREAS**, in the past year, Councilman James Wooten has served as a second marriage officer and he has expressed an interest and willingness to continue to serve as a marriage officer; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby appoints James Wooten, Councilman of the Town of Riverhead, as Marriage Officer for a term set to expire on January 1, 2019; and be it further

**RESOLVED**, that the Town Clerk shall forward a copy of this resolution to Councilman James Wooten; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 941

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
ARLEEN BOBAL FOR  
TRANSCRIPTION OF TOWN MEETINGS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board is desirous of contracting with Arleen Bobal, to perform transcription services for the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page and within such time parameters determined appropriate by the Town Clerk for the period January 1, 2018 through December 31, 2018; and

**NOW THEREFORE BE IT RESOLVED**, that the Town board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into an agreement with Arleen Bobal for the performance of transcribing the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page and within the time parameters determined appropriate by the Town Clerk for a period effective January 1, 2018 through December 31, 2018; and be it further;

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution and attached agreement to Arleen Bobal, 43 Daffodil Lane, Wantagh, NY 11793; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**AGREEMENT  
TOWN OF RIVERHEAD AND ARLEEN BOBAL  
FOR TRANSCRIPTION SERVICES**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

THIS AGREEMENT ENTERED INTO THE 1<sup>st</sup> day of January, 2018 by and between the Town of Riverhead, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (Hereinafter referred to as the party of the first part) and Arleen Bobal, 43 Daffodil Lane, Wantagh, NY 11793

**WITNESSETH:**

The parties hereto agree as follows:

**WHEREAS**, the Town of Riverhead wishes to engage the services of Arleen for the performance of transcribing the minutes of various boards within the Town of Riverhead at a rate not to exceed \$4.00 per page effective January 1, 2018 through December 31, 2018 within the time parameters determined appropriate by the Town Clerk; and

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:** Arleen Bobal shall perform transcribing services for the minutes of the Town Board Meetings, Grievances and Special Town Board Meetings at the rate not to exceed \$4.00 per page within the time parameters set forth and determined appropriate by the Town Clerk and supply the Town of Riverhead with an e-mailed copy of the typed minutes of each meeting.

The terms of agreement shall be from January 1, 2018 through December 31, 2018.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day of and year first above written.

**TOWN OF RIVERHEAD**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Laura Jens -Smith  
Town Supervisor

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Arleen Bobal

TOWN OF RIVERHEAD

Resolution # 942

**AWARDS BID FOR WATER SERVICE MATERIALS  
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Water District requires a variety of parts and equipment, including but not limited to outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities (hereinafter described as "Water Service Materials"); and

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for water service materials in the November 16, 2017, issue of *The News-Review*; and

**WHEREAS**, bids were received, opened and read aloud on the 1st day of December, 2017, at 2:00 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

**WHEREAS**, three (3) bids were received, opened and read aloud by the Town Clerk on December 1<sup>st</sup>, 2017, at 2:00 p.m., the date and time specified for bid opening for the water service materials required by the Town of Riverhead Water District; and

**WHEREAS**, the Town of Riverhead Water District seeks to award the items bid according to the bid summary annexed hereto and, 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, 900 Sylvan Avenue, Bayport, New York, 11705, T Mina Supply, Inc, 168 Long Island Avenue, Holtsville, New York, 11741 and Ferguson Water, 200 Atlantis Avenue, New Hyde Park, New York, 11040; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
1	Ford ¾" F1000-3-G NL Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 29.83	
2	Ford 1" F1000-4-G NL Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 45.11	
3	Ford 1½" FB1000-6-G NL ballcorp AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 130.05	
4	Ford 2" FB1000-7-G NL ballcorp AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 215.09	
5	Ford 2" FB1100-7-G NL ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 215.09	
6	Ford ¾" F600-3 NL AWWA/CC taper thread inlet by flared copper outlet, or equal.		\$ 27.74	
7	Ford 1" F600-4 NL AWWA/CC taper thread inlet by flared copper outlet, or equal.		\$ 42.39	
8	Ford ¾" L02-33 NL quarter bend female copper thread by flare copper (less nuts), or equal.		\$ 18.08	
9	Ford 1" L02-44S NL quarter bend female copper tread swivel nut by flare copper, or equal.		\$ 34.07	
10	Ford ¾" L04-33S NL quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.		\$ 27.43	
11	Ford 1" L04-44S NL quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.		\$ 37.41	
12	Ford 6" FC202-(669, 690, 760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 69.99	
13	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 79.97	
14	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 97.74	
15	Ford 12" FC202-(1275, 1320, 1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 105.11	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
16	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180° in addition, pit wall thickness should be no more than .7" and no less than .3" (provide cut sheet)	\$ 152.65		
17	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180° in addition, pit wall thickness should be no more than .7" and no less than .3" (provide cut sheet)	\$ 390.49		
18	Ford A4-T ductile iron meter pit cover, or equal (provide cut sheet)	\$ 46.70		
19	Ford MC-36-T large meter pit cover, or equal (provide cut sheet)	\$ 369.46		
20	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket		\$ 14.69	
21	Ford ER25AW 2 1/2" elevator ring for Wabash covers, or equal.		\$ 32.11	
22	Ford ER4AW 4" elevator ring for Wabash covers, or equal.		\$ 50.74	
23	Ford MC-24-TT large monitor cover with Ext-5 extension ring		\$ 338.74	
24	Heavy duty frames & covers (see attached spec sheet)	No bid	No bid	No bid
25	Ford Y501 iron yoke bar for 5/8" meter size, or equal.		\$ 10.16	
26	Ford Y503 iron yoke bar for 3/4" meter size, or equal.		\$ 12.12	
27	Ford Y504 iron yoke bar for 1" meter size, or equal.		\$ 19.19	
28	Ford EC-1 NL 5/8" standard expansion connection, or equal.		\$ 16.71	
29	Ford EC-23 NL 3/4" standard expansion connection, or equal.		\$ 18.93	
30	Ford EC-4 NL 1" standard expansion connection, or equal.		\$ 31.80	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
31	Ford GT-112 flat washer for 5/8" meter		\$ 0.21	
32	Ford GT-211 flat washer for 1" meter		\$ 0.83	
33	Ford GT-34 beveled washer for 1" expander		\$ 0.97	
34	Ford GT-32 beveled washer for 5/8" expander		\$ 0.61	
35	Ford GT-210 flat washer for 5/8" expander		\$ 0.56	
36	Ford GT-123 flat washer for 1" expander		\$ 0.35	
37	Ford AV92-313W NL angle yoke key valve 3/4" size x 3/4" flare copper x 5/8" meter, or equal.		\$ 30.91	
38	Ford AV92-323W NL angle yoke key valve 3/4" size x 3/4" flare copper x 3/4" meter, or equal		\$ 30.91	
39	Ford AV92-444W NL angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.		\$ 47.58	
40	Ford AV94-313W NL angle yoke key valve 3/4" size x 3/4" pack joint (CTS) x 5/8" meter, or equal.		\$ 31.80	
41	Ford AV94-444W NL angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.		\$ 50.26	
42	Ford HA91-444D NL angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.		\$ 45.45	
43	Ford HA92-313D NL angle check valve for yokes 3/4" size x 5/8" meter x 3/4" flare copper, or equal		\$ 70.48	
44	Ford B22-333 NL ball valve curb stop 3/4" size x 3/4" x 3/4" flare copper both ends, or equal.		\$ 63.36	
45	Ford B22-444NL ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.		\$ 87.53	
46	Ford B44-333NL ball valve curb stop 3/4" X 3/4" X 3/4" pack joint for CTS, or equal.		\$ 62.53	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
47	Ford B44-444 NL ball valve curb stop 1" X 1" X 1" pack joint for CTS, or equal		\$ 94.01	
48	Ford B44-666 NL ball valve curb stop 1½" size x 1½" x 1½" pack joint for copper or plastic (CTS), or equal.		\$ 224.95	
49	Ford B44-777 NL ball valve curb stop 2" size x 2" x 2" pack joint for copper or plastic (CTS), or equal.		\$ 316.26	
50	Ford A14 NL meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.		\$ 19.28	
51	Ford C44-33 NL pack joint coupling ¾" x ¾", or equal.		\$ 17.25	
52	Ford C44-34 NL pack joint coupling ¾" x 1", or equal.		\$ 20.04	
53	Ford C44-44 NL pack joint coupling 1" x 1", or equal.		\$ 19.72	
54	Ford C44-66 NL pack joint coupling 1½" x 1½", or equal.		\$ 65.99	
55	Ford C44-77 NL pack joint coupling 2" x 2", or equal.		\$ 89.08	
56	Ford C45-33 NL pack joint coupling ¾" CTS x ¾" IP, or equal.		\$ 19.08	
57	Ford C45-34 NL pack joint coupling ¾" CTS x 1" IP, or equal.		\$ 26.34	
58	Ford C45-43 NL pack joint coupling 1" CTS x ¾" IP, or equal.		\$ 21.46	
59	Ford C45-44NL pack joint coupling 1" CTS x 1" IP, or equal.		\$ 25.61	
60	Ford C45-45 NL pack joint coupling 1" CTS x 1 1/4" IP, or equal.		\$ 32.02	
61	Ford T444-333 NL ¾" CTS X ¾" CTS, service tee pack joint, or equal		\$ 41.72	
62	Ford T444-444 NL 1" CTS X 1" CTS, service tee pack joint, or equal		\$ 44.65	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
63	Ford T444-666 NL 1 1/2" x 1 1/2" x 1 1/2" service tee pack joint, or equal		\$ 99.56	
64	Ford T444-777 NL 2" x 2" x 2" service tee pack joint, or equal		\$ 242.95	
65	Mueller H-15403N 3/4" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 14.96	
66	Mueller H-15403N 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 17.81	
67	Mueller H-15403N 1 1/2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 62.78	
68	Mueller H-15403N 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 77.78	
69	Mueller H-15451N 1 1/2" conductive compression CTS x FIP, or equal		\$ 55.88	
70	Mueller H-15451N 2" conductive compression CTS x FIP, or equal		\$ 66.59	
71	Mueller N-35428N 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.		\$ 55.75	
72	Mueller N-35071N 3/4" insulated straight service connection 3/4" female copper flare x 3/4" CTS outlet, or equal.		\$ 57.38	
73	Mueller P-15381N 1 1/2" X 1 1/2" X 1" service tee pack joint connection for CTS O.D., or equal		\$ 87.39	
74	Mueller P-15381N 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal		\$ 228.01	
75	Mueller P-15343N 1" X 1 1/2" two brand-body pack joint for CTS O.D. tubing, or equal		\$ 82.11	
76	Mueller H-15343N 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal		\$ 95.41	
77	Mueller H-15346N 1" X 2" three branch fitting, or equal		\$ 121.89	
78	Ford 6" FS1-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.		\$ 97.54	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
79	Ford 8" FS1-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.		\$ 114.70	
80	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.		\$ 154.71	
81	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.		\$ 179.19	
82	Ford 6" FS1-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp		\$ 107.88	
83	Ford 8" FS1-(835, 894, 939, 967) x 15 stainless steel repair clamp		\$ 131.13	
84	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp		\$ 178.03	
85	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp		\$ 167.87	
86	Ford 6" FC-1 ductile iron coupling with gasket and end rings.		\$ 81.84	
87	Ford 8" FC-1 ductile iron coupling with gasket and end rings.		\$ 109.24	
88	Ford 10" FC-1 ductile iron coupling with gasket and end rings.		\$ 147.16	
89	Ford 12" FC-1 ductile iron coupling with gasket and end rings.		\$ 169.80	
90	6" HYMAX 2000-0768-260 coupling (6.42-7.68 range)			\$ 194.97
91	8" HYMAX 2000-0984-260 coupling (8.54-9.84 RANGE)			\$ 220.12
92	10" HYMAX 2000-1200-260 coupling (10.70-12.00 RANGE)			\$ 283.18
93	12" HYMAX 2000-1441-260 coupling (13.15-14.41 RANGE)			\$ 354.24
94	Ford 4" UFR-1300-(S, C)-4 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 22.30	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
95	Ford 6" UFR-1300-(S, C)-6 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 28.04	
96	Ford 8" UFR-1300-(S, C)-8 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 41.75	
97	Ford 10" UFR-1300-(S, C)-10 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 74.76	
98	Ford 12" UFR-1300-(S, C)-12 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 79.93	
99	Ford 6" UFR-1400-DA-6-U Series 1400 wedge action retainer gland, or equal.		\$ 38.53	
100	Ford 8" UFR-1400-DA-8-U Series 1400 wedge action retainer gland, or equal.		\$ 52.28	
101	Ford 10" UFR-1400-DA-10-U Series 1400 wedge action retainer gland, or equal.		\$ 74.69	
102	Ford 12" UFR-1400-DA-12-U Series 1400 wedge action retainer gland, or equal.		\$ 100.13	
103	Ford 6" UFR-1400-DA-6-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 80.84	
104	Ford 8" UFR-1400-DA-8-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 105.56	
105	Ford 10" UFR-1400-DA-10-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 133.58	
106	Ford 12" UFR-1400-DA-12-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 170.84	
107	Ford 4" UFA-200-(S, C)-4 uni-flange adapter flange Series 200, or equal.		\$ 33.03	
108	Ford 6" UFA-200-(S, C)-6 uni-flange adapter flange Series 200, or equal.		\$ 35.57	
109	Ford 8" UFA-200-(S, C)-8 uni-flange adapter flange Series 200, or equal.		\$ 49.40	
110	Ford 10" UFA-200-(S, C)-10 uni-flange adapter flange Series 200, or equal.		\$ 88.74	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
111	Ford 12" UFA-200-(S, C)-12 uni-flange adapter flange Series 200, or equal.		\$ 103.50	
112	Smith Blair 4" 274 bell joint repair clamp, or equal			\$ 78.00
113	Smith Blair 6" 274 bell joint repair clamp, or equal			\$ 85.00
114	Smith Blair 8" 274 bell joint repair clamp, or equal			\$ 98.00
115	Smith Blair 10" 274 bell joint repair clamp, or equal			\$ 230.00
116	Smith Blair 12" 274 bell joint repair clamp, or equal			\$ 295.00
117	ROMAC 4" grap-(DI & IP) gripping pipe restrainer.		\$ 46.96	
118	ROMAC 6" grap-(DI & IP) gripping pipe restrainer.		\$ 56.99	
119	ROMAC 8" grap-(DI & IP) gripping pipe restrainer.		\$ 63.23	
120	ROMAC 10" grap-(DI & IP) gripping pipe restrainer.		\$ 138.82	
121	ROMAC 12" grap-(DI & IP) gripping pipe restrainer.		\$ 147.26	
122	6" MJ retainer kit for DI - domestic casting		\$ 38.53	
123	8" MJ retainer kit for DI - domestic casting		\$ 52.28	
124	10" MJ retainer kit for DI - domestic casting		\$ 74.69	
125	12" MJ retainer kit for DI - domestic casting		\$ 100.13	
126	6" MJ cast iron sleeve, less accessories - domestic casting	\$ 101.60		

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
127	8" MJ cast iron sleeve, less accessories - domestic casting	\$ 132.80		
128	10" MJ cast iron sleeve, less accessories - domestic casting	\$ 199.20		
129	12" MJ cast iron sleeve, less accessories - domestic casting	\$ 268.80		
130	6" x 6" x 6" hydrant tee, less accessories - domestic casting	\$ 193.60		
131	8" x 8" x 6" hydrant tee, less accessories - domestic casting	\$ 241.60		
132	10" x 10" x 6" hydrant tee, less accessories - domestic casting		\$ 433.84	
133	12" x 12" x 6" hydrant tee, less accessories - domestic casting		\$ 503.25	
134	6" mechanical joint with 90° bend, less accessories	\$ 116.00		
135	6" mechanical joint with 45° bend, less accessories	\$ 96.00		
136	6" mechanical joint with 22° bend	\$ 87.20		
137	6" push-on DI pipe cl52, specify length _____ x \$ _____ =			20X\$15.22 = \$304.40
138	8" push-on DI pipe cl52, specify length _____ x \$ _____ =			20X\$21.53 = \$430.60
139	10" push-on DI pipe cl52, specify length _____ x \$ _____ =			20X\$28.14 = \$562.80
140	12" push-on DI pipe cl52, specify length _____ x \$ _____ =			20X\$35.49 = \$709.80
141	Mueller 6" A-2361 MJ resilient wedge gate valve.			\$ 549.25
142	Mueller 8" A-2361 MJ resilient wedge gate valve.			\$ 875.21

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
143	Mueller 10" A-2361 MJ resilient wedge gate valve.			\$ 1,364.62
144	Mueller 12" A-2361 MJ resilient wedge gate valve.			\$ 1,726.74
145	Mueller 6" HC-2361-44-D-150 MJ cut-in valve.		\$ 1,184.37	
146	Mueller 8" HC-2361-44-D-150 MJ cut-in valve.		\$ 1,624.78	
147	Mueller 10" HC-2361-44-D-150 MJ cut-in valve.	No bid	No bid	No bid
148	Mueller 12" HC-2361-44-D-150 MJ cut-in valve.	No bid	No bid	No bid
149	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with acuagrip foot & 5' bury.	\$ 2,368.13		
150	Mueller Super Centurion 6" hydrant extension kit.	\$ 399.49	\$ 399.49	
151	Mueller Super Centurion 350 PSI fire hydrant w/ 4 1/2 MVO & 6" MJ foot & 5' bury square nuts		\$ 2,604.94	
152	Mueller Super Centurion 350 PSI fire hydrant w/ 4 1/2 MVO & 6" MJ foot & 5' bury 5 sided nuts		\$ 2,604.94	
153	Mueller Super Centurion 1' hydrant extension kit.	\$ 464.60	\$ 464.60	
154	Mueller hydrant repair stems, 4 1/2' MVO (all models)		\$ 195.91	
155	Clow Medalion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 2,015.61	
156	Clow Medalion 6" hydrant extension kit.		\$ 387.75	
157	Clow Medalion 1' hydrant extension kit.		\$ 455.40	
158	Clow Medalion fire hydrant breakaway repair kit.		\$ 147.95	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
159	Kennedy 4 ½" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 2,814.44	
160	KENNEDY 4 ½" MVO hydrant repair kit		\$ 186.90	
161	KENNEDY 6" hydrant extension kit.		\$ 370.13	
162	KENNEDY 1' hydrant extension kit.		\$ 434.70	
163	Eddy 4 ½" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 2,308.76	
164	Clow Eddy F-2640 4½" fire hydrant breakaway repair kit.		\$ 200.20	
165	Mueller Super Centurion 250 fire hydrant breakaway repair kit.		\$ 174.55	
166	Mueller Super Centurion 350 fire hydrant breakaway repair kit		\$ 174.55	
167	Fire hydrant breakaway repair kit with brass safety stem coupling.		\$ 174.55	
168	6" pipe clamp and washers.		\$ 32.50	
169	8" pipe clamp and washers.		\$ 37.50	
170	10" pipe clamp and washers.		\$ 40.83	
171	12" pipe clamp and washers.		\$ 50.00	
172	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket <u>50</u> ).		\$ 3.39	
173	Bucket of ductile iron duc-lugs (specify quantity in bucket <u>  </u> ).	bucket = 100 \$1.86ea		
174	¾" tie bolts.	\$ 2.64		

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
175	3/4" x 6' threaded hydrant rod.		\$ 7.88	
176	3/4" threaded rod coupling nut.	\$ 1.59		
177	1" x 100' type "K" copper.	\$ 517.24		
178	3/4" x 100' type "K" copper.	\$ 397.48		
179	3/4" x 400' PVC tubing, water grade rated at 160-200 psi.		\$ 104.52	
180	1" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 117.39		
181	1 1/2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 246.65		
182	2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 420.33		
183	25 lbs. lead wool (indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10/25 lbs).	No bid	No bid	No bid
184	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 592.15	
185	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 610.47	
186	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 781.69	
187	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 1,077.13	
188	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 1,290.56	
189	4" full-face glange gasket and bolt kit-1/8" thickness.		\$ 10.83	
190	6" full-face glange gasket and bolt kit-1/8" thickness.		\$ 17.50	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
191	8" full-face glange gasket and bolt kit-1/8" thickness.		\$ 18.33	
192	10" full-face glange gasket and bolt kit-1/8" thickness.		\$ 38.33	
193	12" full-face glange gasket and bolt kit-1/8" thickness.		\$ 41.67	
194	Reflective fiberglass hydrant flag, plate-mount flat, 64" X .375", reflective red & white color or equal		\$ 24.17	
195	Reflective mini flat, 4" X 5" for .375 shaft, reflective red & white color		\$ 8.25	
196	3/4" CC drill & tap for "Mueller B101" tapping machine		\$ 178.09	
197	1" CC drill & tap for "Mueller B101" tapping machine		\$ 236.60	
198	1 3/4" carbide-tip hole saw cutter	No bid	No bid	No bid
199	1/4" carbide-tip pilot cutter	No bid	No bid	No bid
200	Silver reflective paint (price per quart)	No bid	No bid	No bid
201	Safety orange hydrant paint (Rust-Oleum enamel brush-on/roll-on only - price per gallon).	No bid	No bid	No bid
202	Markout paint (AWWA blue) 20 oz. cans, or equal	No bid	\$ 3.50	No bid
203	MA013922 food-grade anti-seize, 1 lb., or equal	No bid	No bid	No bid
204	SIGMA 1" cast iron valve box riser	\$ 5.71		
205	SIGMA 1.5" cast iron valve box riser	\$ 7.56		
205	SIGMA 2" cast iron valve box riser	\$ 9.45		

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
206	SIGMA 3" cast iron valve box riser	\$ 14.00		
207	SIGMA 4" cast iron valve box riser	\$ 18.91		
208	SIGMA 6" cast iron valve box riser		\$ 23.08	
209	SIGMA valve box complete with covers & 16" top section (all cast iron)		\$ 78.46	
210	16" ductile iron valve box top flange top section with cover	\$ 41.46		
211	Domestic valve box cover		\$ 12.31	
212	SIGMA valve box bottom section (cast iron)		\$ 41.54	
213	SIGMA 16" cast iron line valve box top section		\$ 26.92	
214	SIGMA 26" cast iron line valve box top section		\$ 38.08	
215	Buffalo-type 2 1/2" cast iron valve box		\$ 37.33	
216	Mueller H-10373 2 1/2" repair lids for new style Buffalo-type curb box		\$ 11.24	
217	Mueller H-10374 2 1/2" repair lids for old style Buffalo-type curb box		\$ 11.24	
218	Mueller H-10374 3" repair lids for old style Buffalo-type curb box		\$ 18.75	
219	Mueller H-10310 curb box complete for 1 1/2" x 2" service, or equal		\$ 107.29	
220	CH15535 3/4" copper disk		\$ 2.32	
221	DH15535 1" copper disk		\$ 2.32	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
222	Diamond blade for cured concrete, 14" x .125 x 1"		\$ 132.00	
223	Diamond blade for green concrete/asphalt, 14" x .125 X 1"		\$ 150.00	
224	Diamond blade for D.I., 14" x .125 x 1"		\$ 190.00	
225	CST magnetic locator, Model 100, or equal	No bid	No bid	No bid
226	Ford 3/4" C44-33-4-75-Q-NL extended length coupling with quick joint		\$ 32.24	
227	Ford 1" C44-44-4-75-Q-NL extended length coupling with quick joint		\$ 36.87	
228	Ford 3/4" FSC-088-642 pipe OD .875 stainless steel dual-armor clamp		\$ 48.71	
229	Ford 3/4" FSC-105-6R2 pipe OD 1.05 stainless steel dual-armor clamp		\$ 48.71	
230	Ford 1" FSC-113-6R2 pipe OD 1.125 stainless steel dual-armor clamp		\$ 49.05	
231	Ford 1" FSC-132-6R2 pipe OD 1.32 stainless steel dual-armor clamp		\$ 49.05	
232	Ford 1 1/4" FSC-138-6R2 pipe OD 1.375 stainless steel dual-armor clamp		\$ 49.97	
233	Ford 1 1/4" FSC-166-6R2 pipe OD 1.66 stainless steel dual-armor clamp		\$ 49.97	
234	Ford 1 1/2" FSC-163-6R2 pipe OD 1.625 stainless steel dual-armor clamp		\$ 50.57	
235	Ford 1 1/2" FSC-190-6R2 pipe OD 1.90 stainless steel dual-armor clamp		\$ 50.57	
236	Ford 2" FSC-213-6R2 pipe OD 2.125 stainless steel dual-armor clamp		\$ 51.91	
237	Ford 2" FSC-238-6R2 pipe OD 2.38 stainless steel dual-armor clamp		\$ 51.91	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
238	Ford 6" FLSI-(6.35,6.96,7.24,7.75,7.85) x 15 stainless steel repair clamp		\$ 132.34	
239	Ford 8" FLSI-(8.35,8.94,9.39,9.67) x 15 stainless steel repair clamp		\$ 160.84	
240	Ford 10" FLSI-(10.10,11.04,11.44,11.74,12.15) x 15 stainless steel repair clamp		\$ 218.38	
241	Ford 12" FLSI-(12.40,13.02,13.50,13.80,14.10,14.40) x 15 stainless steel repair clamp		\$ 248.47	
242	Ford 1 1/2" VBHH76-24-44-66 NL irrigation coppersetter, no by-pass		\$ 1,217.85	
243	Ford 2" VBHH77-24-44-77 NL irrigation coppersetter, no by-pass		\$ 1,371.82	
244	Ford 1 1/2" VBHH76-24HB-44-66 NL domestic coppersetter, high by-pass		\$ 1,573.70	
245	Ford 2" VBHH77-24HB-44-77 NL domestic coppersetter, high by-pass		\$ 1,748.46	
246	Ford PTB-BR plastic AMR plug		\$ 7.44	
247	Ford PTB-BR-3-25 plastic AMR plub		\$ 11.01	
248	B & T curb box top 20" P2TL20W or equal		\$ 26.57	
249	W3BPO plastic inner lid		\$ 6.31	
250	W3PD plastic inner lid		\$ 6.31	
251	Ford WA3L-T meter pit covers (lid only)		\$ 36.72	
252	Clow 6" F-6111 MJ cut-in valve		\$ 959.39	
253	Clow 8" F-6111 MJ cut-in valve		\$ 1,493.06	

**BID SPECIFICATIONS FOR WATER SERVICE MATERIALS - BID #RWD-2017-36A**

**BIDDER NAME:**

ITEM #	DESCRIPTION	Blackman	T Mina	Ferguson
254	Clow 10" F-6111 MJ cut-in valve		\$ 2,141.65	
255	Clow 12" F-6111 MJ cut-in valve		\$ 2,812.76	

TOWN OF RIVERHEAD

Resolution # 943

**AWARDS BID – CONSTRUCTION OF PRE-STRESSED GROUND  
STORAGE TANK AT PLANT NO. 15  
RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, this Town Board did authorize the advertisement for bids for Construction of Pre-Stressed Ground Storage Tank at Plant No. 15 of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated December 8, 2017 did recommend that the bid be awarded to DN Tanks, Inc. of Wakefield, Massachusetts, for the total alternate bid amount of \$2,334,646.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid Construction of Pre-Stressed Ground Storage Tank at Plant No. 15 of the Riverhead Water District, be and is hereby awarded to:

DN Tanks, Inc.  
Wakefield, Massachusetts  
In the total alternate bid amount of \$2,334,646.00

and be it further

**RESOLVED**, that DN Tanks, Inc. shall post a bond in the amount of the total bid of \$2,334,646.00, and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with DN Tanks, Inc. and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



water

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

December 8, 2017

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

**Re: Riverhead Water District  
Construction of Pre-Stressed Ground Storage Tank at Plant No. 15  
Contract T – Tank Construction  
H2M Project No.: RDWD 17-02**

Dear Board Members:

On Thursday December 7, 2017, bids were received by the Town of Riverhead for the above referenced project. A total of two (2) bids were submitted with the low bid being submitted by DN Tanks, Inc. of Wakefield, Massachusetts for a total base bid amount of \$2,438,742.00 and a total alternate bid amount of \$2,334,646.00. A copy of the bid tabulation sheet is enclosed for your records.

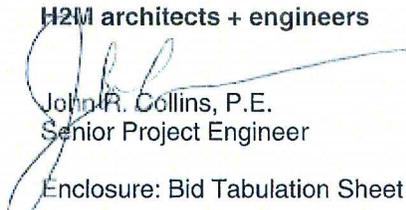
Please note that both the base and alternate bids included provisions for a 2.0 MG concrete ground storage tank. The base bid required that the dimensions of the tank to be the following: 120' diameter; 6' bury depth; 24' side water depth. As part of the alternate bid, the Contractor's were permitted to modify the dimensions to provide the most cost efficient 2.0 MG concrete ground storage tank. As part of the alternate, the low bidder modified the dimensions to the following: 108.5' diameter; 6' bury depth; 29' side water depth. Please note that both tanks have the same water capacity and the alternate bid conforms to the requirements of the District for proper operation.

We have investigated the qualifications submitted by the low bidder and have found him to be a qualified and responsible contractor. DN Tanks, Inc. has successfully completed similar projects for various water utilities across Long Island over the past few years. It is our opinion that DN Tanks, Inc. is qualified and his bid prices are fair and reasonable. Therefore, we recommend that the contract be awarded to DN Tanks, Inc. for the total alternate bid amount of \$2,334,646.00.

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

Very truly yours,

**H2M architects + engineers**



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

Enclosure: Bid Tabulation Sheet

cc: Supervisor Sean Walter  
Karen Levasseur, Town Board Coordinator  
Supt. Mark Conklin  
Richard Ehlers, Esq.

CLIENT NAME: Riverhead Water District

PROJECT TITLE: Ground Storage Tank at Plant No. 15 - Contract T

PROJECT NO.: RDWD 1702

BID DATE: December 7, 2017 - 2:00 p.m.

ITEM NO.	DESCRIPTION	UNITS	BIDDER	
			TOTAL PRICE	TOTAL PRICE
1	MOBILIZATION AND DEMOBILIZATION	LS	\$104,614.00	\$134,000.00
2A	SITE CLEARING	LS	33,334.00	32,000.00
2B	EARTHWORK	LS	386,014.00	390,000.00
2C	EARTHWORK (ALTERNATE)	LS	375,318.00	382,000.00
3A	NEW GROUND STORAGE TANK	LS	1,849,800.00	2,287,000.00
3B	NEW GROUND STORAGE TANK (ALTERNATE)	LS	1,756,400.00	2,072,000.00
4	DISINFECTION AND WATER QUALITY SAMPLING	LS	8,299.00	3,000.00
5A	CASH ALLOWANCES - QUALITY CONTROL TESTING	LS	25,000.00	25,000.00
5B	CASH ALLOWANCES - ADDITIONAL/UNFORSEEN WORK	LS	25,000.00	25,000.00
6	PROJECT RECORD DOCUMENTS	LS	6,681.00	5,000.00
TOTAL BASE BID (SUM OF ITEMS 1-2B, 3A, 4-6):			\$2,438,742.00*	\$2,901,000.00
TOTAL ALTERNATE BID (SUM OF ITEMS 1-2A, 2C, 3B, 4-6):			\$2,334,646.00**	\$2,678,000.00

\*Contractor indicated an incorrect amount of \$2,438,942.00 on proposal sheets.

\*\*Contractor indicated an incorrect amount of \$2,334,846.00 on proposal sheets.

BIDDER	BIDDER
DN Tanks, Inc. Wakefield, MA 5% BB	Preload, LLC Louisville, KY 5% BB

TOWN OF RIVERHEAD

Resolution # 944

**AWARDS BID – PROCESS CONTROL SYSTEM MAINTENANCE  
AND EMERGENCY SERVICES CONTRACT  
RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, this Town Board did authorize the advertisement for bids for Process Control System Maintenance and Emergency Services Contract of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated December 11, 2017 did recommend that the bid be awarded to Wire to Water, Inc. of Farmingdale, New York for the total 2018 bid amount of \$20,850.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid Process Control System Maintenance and Emergency Services Contract of the Riverhead Water District, be and is hereby awarded to:

Wire to Water, Inc.  
Farmingdale, New York  
In the total 2018 bid amount of \$20,850.00

and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Wire to Water, Inc. and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

December 11, 2017

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Process Control System Maintenance  
And Emergency Service Contract  
H2M Project No.: RDWD 1701**

Dear Supervisor Walter:

On Thursday, December 7, 2017, the Riverhead Water District received bids for their Process Control System Maintenance and Emergency Services Contract. Two contractors submitted bids, with the low bid being submitted by Wire to Water, Inc. of Farmingdale, New York. A summary of the bids received is shown below:

Contractor	2018 Bid	2019 Bid	2020 Bid
Wire to Water, Inc.	\$20,850	\$20,850	\$20,850
Lexington Technologies	\$26,445	\$26,545	\$26,645

Wire to Water, Inc. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Wire to Water, Inc. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Wire to Water, Inc. for the 2018 calendar year in the amount of **\$20,850.00**. The award for the years 2019 and 2020 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

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

Very truly yours,

**H2M/architects + engineers**

John R. Collins, P.E.

cc: Karen Levasseur, Town Board Coordinator  
Richard Ehlers, Esq.  
Supt. Mark Conklin  
William Rothaar, Financial Administrator

TOWN OF RIVERHEAD

Resolution #945

**AWARDS BID – WATER DISTRIBUTION SYSTEM MAINTENANCE  
AND EMERGENCY SERVICES CONTRACT  
RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, this Town Board did authorize the advertisement for bids for Water Distribution System Maintenance and Emergency Services Contract of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated December 11, 2017 did recommend that the bid be awarded to Bancker Construction Corp. of Islandia, New York for the total 2018 bid amount of \$343,271.65.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid Water Distribution System Maintenance and Emergency Services Contract of the Riverhead Water District, be and is hereby awarded to:

Bancker Construction Corp.  
Islandia, New York  
In the total 2018 bid amount of \$343,271.65

and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Bancker Construction Corp. and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

December 11, 2017

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Water Distribution System Maintenance  
And Emergency Service Contract  
H2M Project No.: RDWD 1701**

Dear Supervisor Walter:

On Thursday, December 7, 2017, the Riverhead Water District received bids for their Water Distribution System Maintenance and Emergency Services Contract. One contractor submitted bids, with the low bid being submitted by Bancker Construction Corp. of Islandia, New York. A summary of the bids received is shown below:

Contractor	2018 Bid	2019 Bid	2020 Bid
Bancker Construction Corp. *	\$343,271.65	\$353,643.60	\$365,875.80

*\* - Upon evaluation of Bancker Construction Corp. submitted bid, an error in calculation was reported within the Bid Total of the Bid Comparison section. The values above represent the corrected figures.*

Bancker Construction Corp. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Bancker Construction Corp. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Bancker Construction Corp. for the 2018 calendar year in the amount of **\$343,271.65**. The award for the years 2019 and 2020 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

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

Very truly yours,

**H2M architects + engineers**

John R. Collins, P.E.

cc: Karen Levasseur, Town Board Coordinator  
Richard Ehlers, Esq.  
Supt. Mark Conklin  
William Rothaar, Financial Administrator

TOWN OF RIVERHEAD

Resolution #946

**AWARDS BID – ELECTRICAL SYSTEM MAINTENANCE  
AND EMERGENCY SERVICES CONTRACT  
RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, this Town Board did authorize the advertisement for bids for Electrical System Maintenance and Emergency Services Contract of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated December 11, 2017 did recommend that the bid be awarded to Wire to Water, Inc. of Farmingdale, New York for the total 2018 bid amount of \$34,100.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid Electrical System Maintenance and Emergency Services Contract of the Riverhead Water District, be and is hereby awarded to:

Wire to Water, Inc.  
Farmingdale, New York  
In the total 2018 bid amount of \$34,100.00

and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Wire to Water, Inc. and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

December 11, 2017

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Electrical System Maintenance  
And Emergency Services Contract  
H2M Project No.: RDWD 1701**

Dear Supervisor Walter:

On Thursday, December 7, 2017, the Riverhead Water District received bids for their Electrical System Maintenance and Emergency Services Contract. Four (4) contractors submitted bids, with the low bid being submitted by Wire to Water, Inc. of Farmingdale, New York. A summary of the bids received is shown below:

Contractor	2018 Bid	2019 Bid	2020 Bid
Wire to Water, Inc.	\$34,100	\$34,535	\$34,970
Hinck Electrical Contractor *	\$36,474	\$36,494	\$36,514
Bensin Contracting, Inc.	\$41,506	\$41,700	\$41,700
Baltray Enterprises **	\$53,328	\$54,972	\$56,560

\* - *Hinck Electrical Contractor was the apparent low bidder at the time of bid opening. However, upon evaluation of their submitted bid, an error in calculation was reported within the Bid Comparison section. The values above represent the corrected figures.*

\*\* - *Upon evaluation of Baltray Enterprises submitted bid, an error in calculation was reported within the Bid Comparison section. The values above represent the corrected figures.*

Wire to Water, Inc. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Wire to Water, Inc. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Wire to Water, Inc. for the 2018 calendar year in the amount of **\$34,100.00**. The award for the years 2019 and 2020 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

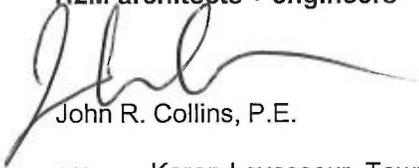
Supervisor Sean Walter  
December 11, 2017  
Page 2 of 2



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

Very truly yours,

**H2M architects + engineers**

A handwritten signature in black ink, appearing to read 'John R. Collins', written over the printed name.

John R. Collins, P.E.

cc: Karen Levasseur, Town Board Coordinator  
Richard Ehlers, Esq.  
Supt. Mark Conklin  
William Rothaar, Financial Administrator

TOWN OF RIVERHEAD

Resolution # 947

**AWARDS BID – HYDRAULIC CONTROL VALVE MAINTENANCE  
AND EMERGENCY SERVICES CONTRACT  
RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, this Town Board did authorize the advertisement for bids for Hydraulic Control Valve Maintenance and Emergency Services Contract of the Riverhead Water District, and

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

**WHEREAS**, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated December 11, 2017 did recommend that the bid be awarded to Harper Haines Fluid Control, Inc. of Milford, Connecticut for the total 2018 bid amount of \$65,142.30.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid Hydraulic Control Valve Maintenance and Emergency Services Contract of the Riverhead Water District, be and is hereby awarded to:

Harper Haines Fluid Control, Inc.  
Milford, Connecticut  
In the total 2018 bid amount of \$65,142.30

and be it further

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

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

**RESOLVED**, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Harper Haines Fluid Control, Inc. and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

December 11, 2017

Supervisor Sean Walter  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Hydraulic Control Valve Maintenance  
And Emergency Services Contract  
H2M Project No.: RDWD 1701**

Dear Supervisor Walter:

On Thursday, December 7, 2017, the Riverhead Water District received bids for their Hydraulic Control Valve Maintenance and Emergency Services Contract. One contractor submitted bids, with the low bid being submitted by Harper Haines Fluid Control, Inc. of Milford, Connecticut. A summary of the bids received is shown below:

Contractor	2018 Bid	2019 Bid	2020 Bid
Harper Haines Fluid Control, Inc. *	\$65,142.30	\$56,033.16	\$61,869.60

*\* - Upon evaluation of Harper Haines Fluid Control, Inc. submitted bid, an error in calculation was reported within the Bid Comparison section. The values above represent the corrected figures.*

Harper Haines Fluid Control, Inc. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Harper Haines Fluid Control, Inc. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Harper Haines Fluid Control, Inc. for the 2018 calendar year in the amount of **\$65,142.30**. The award for the years 2019 and 2020 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

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

Very truly yours,

**H2M architects + engineers**

John R. Collins, P.E.

cc: Karen Levasseur, Town Board Coordinator  
Richard Ehlers, Esq.  
Supt. Mark Conklin  
William Rothaar, Financial Administrator

TOWN OF RIVERHEAD

Resolution # 948

**RELEASES TARRA DEVELOPMENT CORP. WELL SITE FROM RESTRICTIONS**  
**RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, during the 1980's at the time of the development of the Tall Oaks Subdivision a lot was set aside for the development of a Riverhead Water District well site on property known as Suffolk County Tax Map No. 0600-065-1-29.62, and

**WHEREAS**, the District has developed test wells at this site on two separate occasions, which wells have shown the site to be unsuitable for the development of a District Well site, and

**WHEREAS**, the developer, Tarra Development Corp., received a credit of \$70,000 in return for the use of this property as a District well site, and

**WHEREAS**, the developer has requested that the exclusive restriction of the use of this parcel as a District well site be removed.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 949

**RESOLUTION CALLING PUBLIC HEARING**  
**REGARDING EXTENSION OF THE RIVERHEAD SEWER DISTRICT TO INCLUDE**  
**780 OLD COUNTRY ROAD, RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a petition has been filed by Richmond Realty, the developer of parcel located at 780 Old Country Road, Riverhead, New York, requesting that the proposed medical arts center development at the site (SCTM No. 0600-82-03-17) be served by the Riverhead Sewer District; and

**WHEREAS**, the proposed development is not located within the existing boundaries of the Riverhead Sewer District; and

**WHEREAS**, a map and plan dated December 2017 have been prepared by H2M, consulting engineers to the Riverhead Sewer District, detailing the necessary measures and costs associated with construction required to the lateral sewer mains for the proposed development; and

**WHEREAS**, the project will include the construction of a medical arts center comprised of four (4) separate buildings consisting of one (1) single-story 2,500 square foot (SF) medical office, one (1) single-story 9,000 SF medical office, one (1) single-story 20,704 SF medical office, and one (1) two-story 15,640 SF medical building. The proposed buildout of the subject site will result in a total combined floor area of 47,844 SF, with an estimated wastewater flow of 4,784.4 gallons per day; and

**WHEREAS**, the map and plan are available for review and inspection at the Office of the Riverhead Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours; and

**WHEREAS**, said map and plan call for the construction of a privately-owned sewer connection through adjacent parcel to the west to existing sewer facilities on Ostrander Avenue north of C.R. 58. The connection is to be constructed in conformance with Riverhead Sewer District standards and installed by a licensed and bonded drainlayer; and

**WHEREAS**, all costs associated with this lateral shall be borne by the petitioner and the petitioner will be required to pay denitrification fees based on Suffolk County Health Department flow in the amount of \$50,236.20 (4,784.4 gpd x \$10.50/gallon per daily flow); and

**WHEREAS**, the Town Board desires to call a public hearing on the petition to extend the boundary of the district to include parcel located at 780 Old Country Road, Riverhead, New York (SCTM No. 0600-82-03-17).

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 17th day of January, 2018 at 7:05 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the adoption of a final order concerning the petition to provide sewer services to proposed medical arts complex to be located at 780 Old Country Road, Riverhead, New York (SCTM No. 0600-82-03-17), at the sole cost of the petitioner and at no cost to the District and the payment by petitioner of required denitrification fees; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the January 4, 2018 edition of The News Review; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 950

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO A RESOLUTION SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR POSITION OF DEPUTY TAX RECEIVER**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead, on April 19, 2016 adopted resolution #265 setting Terms and Conditions of Employment for the Deputy Tax Receiver; and

**WHEREAS**, the Town Board seeks to amend the terms and conditions set forth in such Resolution Setting Terms and Conditions of Employment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves and authorizes the Supervisor to execute the attached Addendum to Resolution Setting Terms and Conditions of Employment for Melissa Messina/Deputy Tax Receiver; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**ADDENDUM  
TO  
EMPLOYMENT CONTRACT/RESOLUTION SETTING  
TERMS AND CONDITIONS OF EMPLOYMENT**

This Addendum to the Employment Contract/Resolution Setting Terms and Conditions of Employment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Town of Riverhead (employer) and Melissa Messina (Deputy Tax Receiver/employee).

The employer and employee hereby supplement the Employment Contract/Resolution Setting Terms and Conditions of Employment dated April 19, 2016 by adding and/or modifying the following provisions:

**VACATIONS**

1. The employee shall be entitled to ~~10 working days~~ 15 working days of vacation per annum (January 1 to December 31).
  
4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than ~~fifteen (15) days~~ sixty (60) days from one year to the next.

- \* strike through represents deletion
- \* underline represents addition

The employer and employee acknowledge that the Employment Contract/Resolution Setting Terms and Conditions of Employment is being modified only by the above provisions and agree that nothing else in the Employment Contract/Resolution setting Terms and Conditions of Employment shall be affected by this Addendum such that all other terms and conditions contained therein shall remain in full force and effect throughout the term of employment.

In Witness Whereof the parties have caused this Addendum to be executed as of the date of first written above.

\_\_\_\_\_ (Supervisor) \_\_\_\_\_ (Employee)

TOWN OF RIVERHEAD

Resolution # 951

**AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LAWRENCE M. LEVY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the Town of Riverhead is desirous of retaining the services of Lawrence M. Levy to provide video/audio recording, editing, programming and other cablecast and other communications-related activities regarding the Town’s cablecast operations; and

**WHEREAS**, Lawrence M. Levy is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to the attached proposed agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor be and is hereby authorized to execute the attached Professional Services Agreement with Lawrence M. Levy for the above referenced cablecast and other communications-related services; and be it further

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 19th of December, 2017, by the TOWN OF RIVERHEAD, a municipal corporation with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, hereinafter referred to as (“TOWN”), and LAWRENCE M. LEVY, with offices located at 5 Burwood Lane, Coram, New York, 11727, (hereinafter referred to “Consultant”).

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the following services:

Video/audio recording, editing, live/taped programming, cablecast monitoring, graphics production and display, video disc backup production, audio CD production for Town Clerk transcription purposes, live streaming of the designated meetings herein, as directed, concomitant cablecast prep work, labeling and search menu production, production of information notices and flyers, pre-approved town board external content production, channel guide production, equipment monitoring services, channel 22 programming upload and scheduling, requisite telephonic communications with Cablevision (Altice) personnel, staff and third-party providers, and other cablecast and/or communications-related activities as directed, supervised, reviewed and monitored by designated Town of Riverhead staff regarding **all scheduled and/or rescheduled town board meetings, town board work sessions, planning board meetings and zoning board of appeals meetings.**

#### 1(a). PAYMENT

For those services delineated in paragraph one (1) above, **TOWN will pay Consultant at the rate of \$200.00 (two-hundred dollars) per each meeting and related cablecast production requirements.** Such earned payment shall be paid on a monthly basis regarding the delineated scope of services and work schedule subject to timely production of all requisite time records and attendant Town payment paperwork. The TOWN shall not have any liability or responsibility for any other expenses or costs. Consultant shall maintain accurate and detailed time records regarding scope of services which shall be submitted, along with a claim voucher, to the Town of Riverhead Accounting Department on a monthly basis regarding review and approval of same. Invoices for services rendered shall contain the following statement: “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.” Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

## 2. ADDITIONAL OPTIONAL SERVICES

The following additional services shall incur an additional rate of pay to Consultant equating to **\$60.00 (sixty dollars) per hour (minimum recall two hours) subject to pre-approval by at least three town board members:**

- a. On-site new business/entities ribbon-cutting events cablecast production.
- b. On/off-site Town-sponsored events and programs cablecast production (including business improvement district-related events) other than those events delineated in paragraph 1 above.
- c. On/off-site public service announcement cablecast production.
- d. On/off-site emergency-broadcasts, i.e., weather events or other emergencies, cablecast production.
- e. In addition, in the event that Altice (Cablevision) discontinues equipment technician services currently being provided at no additional charge, Town, at its option and subject to at least three town board member's approval and Consultant's approval, may retain Consultant to provide equipment technician services at a rate of pay to be determined.

Consultant acknowledges, understands and agrees that all cablecast productions delineated herein in paragraph 2 as additional optional services, shall be uploaded for cablecast viewing on Channel 22 at no additional charge.

Consultant further acknowledges, understands and agrees that all cablecast activities, communications-related activities, including but not limited to such activities described above, shall comply with the Town of Riverhead social media policy and all federal and/or New York State copyright and trademark laws, rules and regulations. Violation of federal and/or New York State copyright laws, rules and/or regulations, and/or the Town's social media policy, shall be grounds for immediate termination of this Agreement, within the determination and sole discretion of the TOWN, its officials, officers, employees, agents and/or representatives.

## 3. CONTRACT PAYMENT LIMITATION

Consultant and Town acknowledge, understand and mutually agree that payment for all services to be rendered under the terms of this Agreement **may not exceed \$20,000 dollars** (twenty-thousand) in calendar year 2018, subject to the provisions in paragraph 8, herein. Consultant agrees to inform the town board on or about August 1, 2018, as to the total amount of services billed to the Town in 2018 as of August 1, 2018.

## 4. RELATIONSHIP OF PARTIES

The Consultant shall render scope of services as an independent contractor and not as an employee of TOWN. No deductions from Consultant's pay will be made and no fringe benefits of any kind will be provided to Consultant by TOWN, including by way of example, but not limitation, health insurance benefits, retirement benefits, paid vacation or any other employee

benefits. In addition, the Consultant shall not have the authority to enter into any contract or agreement to bind TOWN and shall not represent to anyone that Consultant has such authority.

## 5. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2018.

## 6. INTELLECTUAL PROPERTY RIGHTS

The parties acknowledge that the scope of services as contemplated by the TOWN and Consultant involve the production of cablecast presentations via video/audio recording, editing and programming and/or other communications-related activities at the behest and benefit of the TOWN. As such, Consultant makes no claim and waives any right of ownership, interest, or royalties regarding any and all of the cablecast and/or other media based productions Consultant undertakes pursuant to the scope of services delineated herein either now or in the future.

Consultant further acknowledges, understands and agrees that such cablecast materials and/or other communications-related productions are the sole intellectual and artistic property of the Town of Riverhead and as such, such intellectual and artistic property may not be copied, used, cablecast, broadcast and/or disseminated at anytime and anywhere without the express, written permission of the Town of Riverhead, its officials, officers, employees, agents and/or representatives. These obligations shall survive the termination of this Agreement. In addition, Consultant warrants and represents that Consultant shall comply with all federal and/or New York State copyright and trademark laws, rules, regulations, licenses and approvals for the subject scope of services.

## 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 and/or by resolution of the Town Board.

## 8. TERMINATION

**In addition to the termination provisions as stated in paragraph 2 above, this Agreement may be terminated at any time and for any reason by TOWN or Consultant upon thirty (30) days 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 specifically regarding scope of services rendered to the date of termination minus offset for any costs and expenses incurred by TOWN. In addition, TOWN shall be entitled to a pro rata refund of any fees for services unrealized or not performed to the date of termination of the Agreement.

## 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. AMENDMENTS

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. 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, members 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, Esq., Deputy Town Attorney, Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Lawrence Levy, 5 Burwood Lane, Coram, New York, 11727.

## 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 or misdemeanor arising out of a contract with any local, state or federal agency, or private entity. 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.

### 13. INSURANCE/INDEMNITY AND LIABILITY

Consultant hereby indemnifies and holds the TOWN, and their respective officials, officers, departments, agents, members and employees, harmless against any and all claims, actions, demands, losses, expenses, damages, fines, judgments, settlements, penalties including attorney's fees both pre-and post-judgment, against TOWN, and their respective departments, officers, agents, members and employees arising out of the acts or omissions of Consultant under this Agreement. In addition, Consultant shall procure professional cablecast media operations professional liability insurance with a minimum policy limit of 1 million per occurrence/1 million in the aggregate, on a primary and non-contributory basis.

### 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, or 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. WARRANTY and REPRESENTATIONS:

(a) Consultant warrants and represents to TOWN that: (i) Consultant shall perform and execute the scope of services required hereunder to the best of its ability and in accordance with the highest industry-accepted standards and practices for services and transactions of this type; (ii) Consultant further warrants and represents that Consultant is free to enter into this Agreement and fully perform its obligations hereunder and is under no obligation to any third party which will restrain or in any way affect the performance of its obligations hereunder.

(b) Consultant further warrants and represents that all scope of services for each and every particular presentation shall be performed in a professional manner. Furthermore, Consultant acknowledges that TOWN are relying upon Consultant's general skill, talent, expertise and professional judgment in the performance of the scope of services.

### 16. 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.

## 17. CURE OF CONSULTANT'S DEFAULT/FORCE MAJEURE/DISPUTES

If Consultant shall default in the performance of the Agreement or any other duty imposed upon the Consultant hereunder, TOWN may (but shall not be required to), without notice to Consultant and with or without terminating this Agreement, cure and rectify such default(s) and either deduct the reasonable cost of cure and rectification from compensation due to Consultant hereunder or TOWN may directly bill Consultant for such reasonable costs. 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. TOWN and Consultant agree that this Agreement and any attached schedules or exhibits shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles. TOWN and Consultant further agree that Suffolk County, New York, is the proper location for venue and all jurisdictional purposes, including but not limited to personal and in rem jurisdiction. 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.

## 18. 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 and shall not without the prior written consent of the Town, provide, release or make available for inspection any document, data, written, video and/or audio material of any kind without the prior written consent of at least three Town Board members or by resolution of the Town Board.

## 19. WAIVER CONSIDERATION

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## 20. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties hereto and there are no other promises or conditions in any other agreement whether oral or written.

## 21. AMENDMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if documented in writing and signed by each party.

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

\_\_\_\_\_  
By: Sean M. Walter, Town Supervisor

\_\_\_\_\_  
By: Lawrence M. Levy

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

TOWN OF RIVERHEAD

Resolution # 952

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN  
STIPULATION**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town commenced an action against Baiting Hollow Farms, LLC and Baiting Hollow Farm Vineyard, LLC (the "LLCs") to enjoin ongoing operation of their vineyard in violation of the site plan approval issued by the Town; the covenants and restrictions that they agreed to and recorded against their property as part of the site plan approval process; the zoning provisions of the Town Code; and the provisions of the Town Code regulating special events and noise; and

**WHEREAS**, the Court, by Short Form Order dated July 10, 2017, granted the Town's motion for summary judgment to the extent of enjoining the LLCs' use of certain improvements to their property until such time as they obtain the required building permits and certificates of occupancy for each; and

**WHEREAS**, the Court referred all the remaining claims not decided by the Court to the Town's Planning Board for its review; and

**WHEREAS**, the LLCs have requested that the Town agree to forebear from enforcing the injunction while the LLCs seek Planning Board approval of all buildings, parking areas, and other structures currently existing at the property that were not shown on the Planning Board's March 22, 2007 site plan, as well as their current use of the second floor of the two story structure on the Property and the tents currently being maintained on the Property; and

**WHEREAS**, the Town is willing to accept the LLCs' proposal in order to avoid the cost and uncertainties of appeals and further Court proceedings; and

**WHEREAS**, the parties have agreed to a Stipulation memorializing the terms of the LLCs' proposal;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby agrees to the terms of the Stipulation and authorizes the Supervisor to sign the Stipulation and all documents necessary to effectuate its terms; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, Attn: Frank A. Isler, Esq., 456 Griffing Avenue, Riverhead, New York 11901; and Linda Maroglin, Esq., Margolin Besunder LLP, 1050 Old Nichols Rd., Suite 200, Islandia, NY 11749

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

**THE VOTE**

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

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

NOT ADOPTED

TOWN OF RIVERHEAD

Resolution # 953

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A LOCAL LAW TO AMEND CHAPTER 265 ENTITLED "SEWERS"  
OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 265 entitled "Sewers" of the Riverhead Town Code once in the January 25, 2018 edition of The News Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6<sup>th</sup> day of February, 2018 at 2:10 o'clock p.m. to amend Chapter 265, entitled "Sewers" of the Riverhead Town Code.

**BE IT ENACTED** by the Town Board of the Town of Riverhead as follows:

Article I: Establishment

§ 265-1

Sewer rents established for lands served within the boundary of the Riverhead Sewer District; purpose.

There is hereby established in the Riverhead Sewer District for lands served within the boundary of the Riverhead Sewer District a scale of rents to be called "sewer rents", the revenues from which shall be used for the payment of the cost of the management, maintenance, operation and repair of the sanitary sewer system, including treatment and disposal works.

§ 265-2

Liability for and computation of rent for lands served within the boundary of the Riverhead Sewer District.

In addition to any and all other fees and charges provided by law, the owner of any parcel of land within the boundary of the Riverhead Sewer District served by the sanitary sewer system of the Riverhead Sewer District shall pay a sewer rent for the use of such sanitary sewer system. Such sewer rent shall become due and payable annually, and the rate thereof shall be determined by the Town Board of the Town of Riverhead by a resolution duly adopted by a majority of its membership during the month of November, prior to November 15, to coincide with the adoption of the sewer budget. The rate so adopted shall be based upon the consumption of water during the annual period prior to the preceding June 30, according to the records of the Riverhead Water District, except as hereinafter provided.

§ 265-3

Charge to metered consumers of water for lands within the boundary of the Riverhead Sewer District.

In the case of metered consumers of water for lands within the boundary of Riverhead Sewer District supplied by the Riverhead Water Department, the sewer rent charge, except as hereinafter provided, shall be computed and fixed by multiplying the amount of water consumed during the four quarterly meter reading periods prior to the preceding June 30, according to the records of the Riverhead Water District, by the rate established as aforesaid.

§ 265-4

Determination of charge in special cases for lands within the boundary of the Riverhead Sewer District.

In the case of metered consumers of water for lands within the boundary of the Riverhead Sewer District supplied by the Riverhead Water District who contribute to the sewer system an amount of sewage substantially less than or substantially greater than the amount of water supplied to such metered consumer, or in the case of owners of real property within the boundary of the Riverhead Sewer District who are not supplied with water by the Riverhead Water District but are connected to the sewer system, the Town Board of the Town of Riverhead shall fix and determine the sewer rent charge applicable to such real property upon such equitable basis as shall be determined by said Board.

§ 265-5

Charge to properties within the boundary of the Riverhead Sewer District where sewage meters installed.

At the option of an owner of real property within the boundary of the Riverhead Sewer District being served by the sewer system who is affected by § 265-4 above, such owner may, at his own expense and subject at all times to the approval of the Superintendent of the Riverhead Sewer District or other designated official, install, operate and maintain sewage meters, gauges or other suitable devices for measuring the amount of sewage contributed to the sewer system. In such cases, the quantity of sewage shall be determined by such metering device, and the sewer rent applicable thereto shall be the amount which would be imposed for the consumption of a like amount of water during the prior annual period.

§ 265-6

Survey and report by Superintendent.

It shall be the duty of the Superintendent of the Riverhead Sewer District or other designated official to make a survey annually or at such other times as may be required by the Town Board of the Town of Riverhead, to determine whether there is being discharged into the sewer system sewage or other waste which, in the opinion of such Superintendent, contains unduly high concentrations of solids or any other substance adding to the operating costs of the sewer system. Upon the completion of such survey, he shall file with said Board a report of his findings, indicating whether additional sewer rent charges should be levied for such sewage or other waste, and if so, he shall set forth recommended charges for the same. Said Board is authorized to fix and determine such additional sewer rent charge therefor as shall be equitable, in addition to the sewer rents herein provided.

§ 265-7

Payment; collection; lien for lands within the boundary of the Riverhead Sewer District.

Sewer rents for lands within the boundary of the Riverhead Sewer District shall become due and payable on the first day of December in each year, or on such other date or dates as may be determined by the Town Board of the Town of Riverhead, and shall be collected by the Receiver of Taxes. Said rents shall constitute a lien on the real property served by the sewer system.

#### § 265-8

#### Circumstance Where Town Board May Permit Out of District Properties To Connect to the Riverhead Sewer District.

The Riverhead Town Board as governing body of the Riverhead Sewer District may permit out of district property owners to use the facilities of the Riverhead Sewer District only to the extent that excess capacity is available to collect and treat such out of district sewage after accounting for all existing in district users of the Riverhead Sewer District. It is the intent that such out of district properties shall pay a greater amount than in district users as shall be permitted by law to reduce and stabilize the sewer rent paid by in district properties.

#### § 265-9

#### Liability for Payment of Out of District Sewer Rent.

In addition to any and all other fees and charges provided by law, the owner of a parcel outside of the boundary of the Riverhead Sewer District served by the sanitary sewer system of the Riverhead Sewer District shall pay a fee for the use of such sanitary sewer system as determined and charged herein to be known as the out of district sewer rent. Such out of district rent shall be calculated on an annual basis payable in advance by equal quarterly installment, upon invoice of the Riverhead Sewer District, rendered for the first quarter in December for the period of January 1 through March 31, the second quarter rendered in March for the period of April 1 through June 30, the third quarter rendered in June for the period of July 1 through September 30 and the fourth quarter rendered in September for the period of October 1 through December 31. Out of district sewer rents shall accrue a penalty of one percent (1%) per month or portion thereof and 9% statutory interest for payment delinquent after the first month of the quarter for which such rent is due and owing.

#### § 265-10

#### Calculation of Out of District Sewer Rent.

The Town Board shall set the out of district rent on a case by case basis using the avoided cost to the out of district property to be served based upon the reasonably estimated total cost of construction, operation and maintenance of a wastewater facility properly designed and sized to treat and dispose of the flow of wastewater generated by such out of district property to the same standards of treatment as required by Riverhead Sewer District. The District Engineer shall evaluate such avoided cost by calculating the total cost of construction and determine an annual cost based upon the annual payment of a 30-year bond at the then prevailing rate of interest for such cost of construction and annual operating expenses. The District Engineer shall advise the Town Board in writing of their findings and recommendation regarding such avoided cost.

§ 265-11

Effective Date of This Local Law.

This law shall take effect immediately. Any out of district properties served as of January 1, 2018 shall be charged out of district sewer rent, as required herein for the full calendar year of 2018 upon invoice rendered by the Riverhead Sewer District as soon as reasonably possible after this local law is filed with the Secretary of State.

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

Dated: Riverhead, New York  
December 19, 2017

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 954

**ACCEPTS THE RETIREMENT OF A POLICE OFFICER**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town has received notification from the New York State and Local Retirement System approving the retirement application of Police Officer Christopher James effective December 26, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby accepts the retirement of Police Officer Christopher James.

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Christopher James, 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 955**

**AUTHORIZES REFUND OF FEE IN CONNECTION WITH CHANGE OF ZONE APPLICATION THAT HAS BEEN WITHDRAWN BY APPLICANT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, on October 10, 2017, Eastern Energy Systems Inc., as agent for 1546 Sound Avenue, LLC made an application for a Change of Zone on premises consisting of approximately 2.90 acres located on the south side of Sound Avenue, Aquebogue, New York, which premises is also known as SCTM # 0600-21.-2-8 and

**WHEREAS**, on November 1, 2017, Eastern Energy Systems Inc. withdrew that application prior to any review being undertaken by the Town of Riverhead; and

**WHEREAS**, at or about the same time of withdrawing the application, Eastern Energy Systems Inc. requested that the fee be refunded by the Town of Riverhead.

**THEREFORE BE IT FURTHER RESOLVED**, that the Town Board, be and hereby, authorizes the refund of the change of zone fee in the sum of \$2,500 to Eastern Energy Systems Inc. upon submission of adequate claim forms, including an Official Town Voucher with original signature; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Eastern Energy Systems Inc., 7470 Sound Avenue, Mattituck, NY 11952, Planning Department, the Office of the Town Attorney and the Accounting Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 956

PAYS BILLS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

<b>ABSTRACT #17-39 DECEMBER 11, 2017 (TBM 12/19/17)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund</b>	<b>Ckrun</b>	<b>Totals</b>
GENERAL FUND	1	602,498.55	602,498.55
POLICE ATHLETIC LEAGUE	4	7,970.00	7,970.00
RECREATION PROGRAM FUND	6	11,081.42	11,081.42
HIGHWAY FUND	111	367,475.91	367,475.91
WATER DISTRICT	112	119,363.43	119,363.43
RIVERHEAD SEWER DISTRICT	114	29,100.15	29,100.15
REFUSE & GARBAGE COLLECTION DI	115	213,180.64	213,180.64
STREET LIGHTING DISTRICT	116	57,063.10	57,063.10
PUBLIC PARKING DISTRICT	117	277.50	277.50
AMBULANCE DISTRICT	120	3,844.22	3,844.22
EAST CREEK DOCKING FACILITY FU	122	8.48	8.48
CALVERTON SEWER DISTRICT	124	1,411.36	1,411.36
RIVERHEAD SCAVENGER WASTE DIST	128	14,460.14	14,460.14
CDBG CONSORTIUM ACCOUNT	181	24,000.00	24,000.00
TOWN HALL CAPITAL PROJECTS	406	132,463.13	132,463.13
WATER DISTRICT CAPITAL PROJECT	412	413,782.76	413,782.76
RIVERHEAD SEWER CAPITAL PROJECT	414	2,133.68	2,133.68
CALVERTON SEWER CAPITAL PROJECT	424	48,668.86	48,668.86
TRUST & AGENCY	735	10,887.97	10,887.97
CALVERTON PARK - CDA	914	8,223.00	8,223.00
<b>TOTAL ALL FUNDS</b>		<b>2,067,894.30</b>	<b>2,067,894.30</b>

<b>ABSTRACT #17-40 DECEMBER 15, 2017 (TBM 12/19/17)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund</b>	<b>Ckrun</b>	<b>Totals</b>
<b>GENERAL FUND</b>	<b>1</b>	<b>604,247.53</b>	<b>604,247.53</b>
<b>POLICE ATHLETIC LEAGUE</b>	<b>4</b>	<b>40.00</b>	<b>40.00</b>
<b>RECREATION PROGRAM FUND</b>	<b>6</b>	<b>2,572.74</b>	<b>2,572.74</b>
<b>HIGHWAY FUND</b>	<b>111</b>	<b>133,513.56</b>	<b>133,513.56</b>
<b>WATER DISTRICT</b>	<b>112</b>	<b>35,332.98</b>	<b>35,332.98</b>
<b>RIVERHEAD SEWER DISTRICT</b>	<b>114</b>	<b>15,923.46</b>	<b>15,923.46</b>
<b>REFUSE &amp; GARBAGE COLLECTION DI</b>	<b>115</b>	<b>2,325.05</b>	<b>2,325.05</b>
<b>STREET LIGHTING DISTRICT</b>	<b>116</b>	<b>9,127.15</b>	<b>9,127.15</b>
<b>AMBULANCE DISTRICT</b>	<b>120</b>	<b>1,045.03</b>	<b>1,045.03</b>
<b>EAST CREEK DOCKING FACILITY FU</b>	<b>122</b>	<b>1,297.74</b>	<b>1,297.74</b>
<b>RIVERHEAD SCAVENGER WASTE DIST</b>	<b>128</b>	<b>11,661.77</b>	<b>11,661.77</b>
<b>TRUST &amp; AGENCY</b>	<b>735</b>	<b>49,650.65</b>	<b>49,650.65</b>
<b>CALVERTON PARK - C.D.A.</b>	<b>914</b>	<b>1,916.50</b>	<b>1,916.50</b>
<b>TOTAL ALL FUNDS</b>		<b>868,654.16</b>	<b>868,654.16</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 957

**TERMINATES THE EMPLOYMENT OF THE EXECUTIVE ASSISTANT TO THE  
TOWN SUPERVISOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby terminates the employment of Lawrence Levy, Executive Assistant to Town Supervisor Sean M. Walter, effective December 31, 2017.

**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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #957 was **TAKEN OFF THE FLOOR**, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote, motion carried.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 958

**TERMINATES THE EMPLOYMENT OF THE LEGISLATIVE SECRETARY TO THE TOWN SUPERVISOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby terminates the employment of Carol Sclafani, Legislative Secretary to Town Supervisor Sean M. Walter, effective December 31, 2017.

**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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #958 was **TAKEN OFF THE FLOOR**, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote, motion carried.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

12.19.2017  
170959

ADOPTED

TOWN OF RIVERHEAD

**Resolution # 959**

**APPROVES AMENDED SITE PLAN APPLICATION OF  
PECONIC BAY MEDICAL CENTER/NORTHWELL HEALTH**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, on February 7, 2017, the Riverhead Town Board adopted Resolution No. 127 that approved the final site plan application of Peconic Bay Medical Center/Northwell Health (PBMC) to construct a three story addition of approximately 50,655 square feet for use as a future emergency room space, a cardiac catheterization/ electrophysiology suite and a new intensive care unit (ICU), together with two new connecting bridges, a new heliport and new elevators/stairs to an existing 244,720 square foot medical center; and

**WHEREAS**, the existing medical center is located in the Hospital (H) Zoning District on the northeasterly corner of the intersection formed by Old Country Road (Route 58) and Roanoke Avenue, Riverhead, on a parcel that is approximately 8.2 acres in area and is also known and designated as SCTM # 0600-108-3-22.1 (hospital parcel); and

**WHEREAS**, representatives of the Peconic Bay Medical Center/Northwell Health (hereinafter sometimes "PBMC") appeared at the December 14, 2017 Riverhead Town Board work session to present proposed changes to the approved site plan; and

**WHEREAS**, the Riverhead Town Board is in receipt of an application for an amended Site Plan approval from PBMC to eliminate the bridge between the roof top helicopter pad and the elevator tower, relocate the roof top helicopter landing pad and associated elevator staircase, relocate the ambulance drop off area from the north side of the building to the east side, increase the number of ambulance bays from two to five spaces, reconfigure the driveway access and parking area, modify the west flight path for the helicopter, and expand the canopy over the ambulance drop-off area; and

**WHEREAS**, the site plan application includes an eight-page final site plan consisting of a General Layout Plan, last dated December 18, 2017, Demolition Plan, Alignment & Landscape Plan, Grading & Drainage Plan, Water Supply & Sewage Disposal Plan, Lighting Plan, and Construction Details, all last revised December 14, 2017 prepared by Thomas C. Wolpert, P. E. and Howard W. Young, L. S., of Young & Young; Construction Plans (pages A-101.00 to A-105.00) consisting of First Floor Plans, Second Floor Plans, Third Floor Plan, and Roof Plan and building elevations (pages A-200 to A-201) last dated December 14, 2017, prepared by WHR Architects, and Building Axonometric Views,

Sheet A-200.00 and Exterior Elevations For Amended Site Plan dated December 14, 2017, signed and sealed by James Frederic Case, RA of WHR Architects; and

**WHEREAS**, the applicant submitted a Short Environmental Assessment Form (SEAF) dated December 18, 2017, prepared by Thomas C. Wolpert, PE; and

**WHEREAS**, the approved site plan allowed the construction of 50,655 sq. ft. for a total of 295,375 sq. ft. of gross floor area (gfa) and the amended site plan application has a total of 294,672 sq. ft. of gfa which represents a decrease of 703 sq. ft.; and

**WHEREAS**, there is no change in the total number of parking spaces; and

**WHEREAS**, the Chief Building Inspector and Fire Marshal have reviewed the amended site plan application and offered the following comments:

1. All plans and construction must conform to the International Building Code with New York State Supplements (IBC/NYS) and all agencies having jurisdiction.
2. Application for amendment with associated plans must be submitted to the Building Department and Fire Marshal's Office to amend issued construction permits. Fire Marshal fire sprinkler and fire alarm installation permits will also require amendments and the canopy will need to be protected.
3. All approvals or permits from agencies having jurisdiction must be received by this Department prior to the issuance of a building permit or certificate of occupancy, as noted.

**WHEREAS**, by memorandum dated December 18, 2017, the Town Engineer had the following comments:

1. The area of disturbance must include any area of demolition and any area of material stock piling. Based on these stipulations, please confirm the current area of disturbance shown for the site (0.97... acres).
2. Show all piping inverts for the storm sewer. It is unclear in many locations as to the direction of flow.
3. Match the Tributary Area designations with the Leaching Field designations, i.e., either all numbers or all letters, matching corresponding areas and structures, must be shown on the plan.
4. A sheet with Construction Details must be provided including, catch basins, leaching basins, curbing, paving, piping, etc.
5. A legend showing all line types must be included on the plan as there are line types with no callouts and their purpose is not clear.
6. A boring must be completed showing water depth and soil types.

**WHEREAS**, the application for the proposed site plan amendment is a Type II action pursuant to SEQRA and no further environmental review is required; and

**WHEREAS**, given the de minimus nature of the proposed amendments pursuant to the aforementioned resolution, the Town Board waives the need for an additional public hearing; and

**WHEREAS**, the Town Board has carefully considered the merits of the petition, the SEQRA record created to date, the testimony offered during the December 14, 2017 work session, as well as all relevant planning, zoning and environmental information. Now, therefore be it

**RESOLVED**, the eight-page final site plan consisting of a General Layout dated December 18, 2017, Demolition Plan, Alignment & Landscape Plan, Grading & Drainage Plan, Water Supply & Sewage Disposal Plan, Lighting Plan, and Construction Details, all last revised December 14, 2017 prepared by Thomas C. Wolpert, P. E. and Howard W. Young, L. S., of Young & Young; Construction Plans (pages A-101.00 to A-105.00) consisting of First Floor Plans, Second Floor Plans, Third Floor Plan, and Roof Plan and building elevations (pages A-200 to A-201) dated December 14, 2107, prepared by WHR Architects, and Building Axonometric Views, Sheet A-200.00 and Exterior Elevations For Amended Site Plan dated December 14, 2107, signed and sealed by James Frederic Case, RA of WHR Architects to eliminate the bridge between the roof top helicopter pad and the elevator tower, relocate the roof top helicopter landing pad and associated elevator staircase, relocate the ambulance drop-off area from the north side of the building to the east side, increase the number of ambulance bays from two to five spaces, reconfigure the driveway access and parking area along the northern side of the hospital and to modify the west flight path for the helicopter; and expand of the size of canopy over the ambulance drop-off area to an existing medical center and associated improvements on premises identified as SCTM No. 0600-108-3-22.1 is hereby approved by the Town Board with the following conditions:

1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan.
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk.
3. That revised mylar copies of the plans (including site plans, floor plans, elevations, and the rooftop heliport plan) are submitted to the Planning Department and signed by the Town Supervisor prior to the issuance of an amended building permit application, which is contingent upon the following:
  - i. The plans shall be revised as follows:
    - a. The inside radius of the curb of the accessway located northeast of the ambulance drop-off area shall have mountable curbs and

- landscaping shall be planted free and clear of any overhanging vehicles.
- b. All of the ADA parking spaces shall have dropped curbs or ramps between the parking spaces and the building entry.
  - c. The two ADA parking spaces located east of the existing transformer shown on the Alignment & Landscape Plan (sheet 3 of 8) shall be relocated to the south in order for the access aisle to align with the dropped curb and striped access across the vehicle travel lane.
  - d. The revised plans shall incorporate the comments by the Town Engineer in his December 18, 2017 memorandum
  - e. That all of the plans shall be revised to add the Town Board Certification Box, the seal and signature of the licensed preparer, and a new revision date.
  - f. Receipt a digital copy of the eight-page revised final site plan matching the mylar in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.
  - g. That six (6) sets of paper plans matching the revised mylar plans (including the site plan, floor plans, elevations, and rooftop heliport plan) shall be submitted.
- ii. That covenants to the satisfaction of the Town Attorney are submitted and filed (as indicated under item #2).
  - iii. That certification of clean title to the satisfaction of the Town Attorney is submitted.
  - iv. That in addition to complying with the conditions of the preliminary site plan approval, final site plan approval and the amended site plan approval, no temporary or permanent Certificates of Occupancy shall be issued until the applicant submits an application for a final site inspection along with the required fee and six signed and sealed "As-Built" surveys to the Planning Department.

**RESOLVED**, that pursuant to §301-303 F of the Code of the Town of Riverhead, this amended site plan approval shall be valid for thirty-six (36) months from the date of approval with the possibility of one 12-month extension by the Town Board, upon a request in writing made not less than thirty (30) days prior to the expiration of the original thirty-six (36) month period; and be it further

**RESOLVED**, that copies of this resolution be forwarded to the Planning Department; Town Attorney; Building Department; the Town Engineer; the Fire Marshal; the Water District Superintendent; the Sewer District Superintendent; the Highway Superintendent, the Town's consulting engineer; the Architectural Review Board; Andrew Mitchell, FACHE, President and CEO, Peconic Bay Medical Center, 1300 Roanoke

Avenue, Riverhead, New York 11901; Kimberly A. Judd, Esq., 737 Roanoke Avenue, Riverhead, New York 11901; and Young & Young, 400 Ostrander Ave., 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.

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #959 was **TAKEN OFF THE FLOOR**, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote, motion carried.

**THE VOTE**

Hubbard Yes No      Giglio Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted