

RESOLUTIONS  
AUGUST 2, 2011

- Res. #585 Calverton Recreational Park Project
- Res. #586 Water Department Budget Adjustment
- Res. #587 Authorizes Supervisor to Sign Annual Agreement for Clean Vessel Assistance Program Operation and Maintenance Funding with New York State Environmental Facilities Corporation (EFC)
- Res. #588 Calverton Park Community Development Budget Adjustment
- Res. #589 Awards Bid for Installation of Air Conditioning in Riverhead Ambulance Bay Area
- Res. #590 Awards Bid for Meetinghouse Creek Bulkhead Renovation Project
- Res. #591 Appoints a Summer Recreation Aide to the Youth Bureau/Recreation Department
- Res. #592 Awards Bid for Sporting Goods
- Res. #593 Authorization to Publish Bid for Recreation Sports Items 2011
- Res. #594 Appoints a Seasonal Recreation Aide to the Recreation Department (Steven Lomanaco)
- Res. #595 Appoints a Fill-In Summer Recreation Aide I to the Recreation Department (Daniel Paulos)
- Res. #596 Ratifies the Appointment of a Call-In Assistant Recreation Leader to the Riverhead Recreation Department (Jesse Realander)
- Res. #597 Appoints a Recreation Specialist to the Riverhead Recreation Department (Patrick Hoblin)
- Res. #598 Appoints a Seasonal Clerk to the Recreation Department (Jessica Rachubka)
- Res. #599 Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled, "Vehicles & Traffic" of the Riverhead Town Code (§101-10. Parking Prohibited)
- Res. #600 Adopts a Local Law to Amend 108 Entitled "Zoning" of the Riverhead Town Code (Article XX, Subdivision Regulations)

- Res. #601 Amends Resolution #486 of 2011 (Approves Chapter 90 Application of the Riverhead Business Improvement District Management Association (BIDMA) ( Mardi Gras Festival, August 6, 2011)
- Res. #602 Authorizes the Execution of an Agreement with Amy S. Greene Environmental Consultants, Inc.
- Res. #603 Authorizes the Supervisor to Execute A Professional Services Agreement with Albrecht, Viggiano, Zureck & Company, P.C. (AVZ) for Audit Services for Town of Riverhead Justice Court
- Res. #604 Authorizes the Supervisor to Execute A Professional Services Agreement with George R. Rehn, CPA, for Audit Services for Town of Riverhead Peconic Bay Community Preservation Fund
- Res. #605 Authorizes the Supervisor to Execute an Agreement with John H. Hall for Services for Care of Wells Family Cemetery
- Res. #606 Awards Bid for Building Department Reconstruction
- Res. #607 Approves the Chapter 90 Application of Riverhead Elks Lodge #2044 (Lawn Mower Event and Children's Bicycle Races – September 18, 2011)
- Res. #608 Approves the Chapter 90 Application of Riverhead Elks Lodge #2044 (Lawn Mower Event and Children's Bicycle Races – October 30, 2011)
- Res. #609 Authorizes the Supervisor to Execute an Addendum to an Agreement with Merchant Services Inc., Doing Business as EVO Merchant Services, Inc.
- Res. #610 Authorizes Town Clerk to Publish and Post Public Notice to Amend Resolution #938 Adopted on December 21, 2010 and Approve the Purchase of Parcels Located in the Town of Riverhead Known as the North Fork Preserve for Active Recreation Use
- Res. #611 Authorizes the Supervisor to an Execute Professional Services Agreement with Milliman, Inc. for Actuary Services for Town of Riverhead
- Res. #612 Resolution and Consent Approving the Dedication of Highway Known as Joshua Court (Wading River Woods, LLC)
- Res. #613 Extends Bid Contract for Calcium Hypochlorite Tablets
- Res. #614 Authorization to Publish Advertisement for Water Meters & Accessory Equipment for the Town of Riverhead
- Res. #615 Extends Bid Contract with Wedel Sign Co., Inc.

Res. #616 Authorization to Publish Advertisement for Signage Services

Res. #617 Appoints Hearing Officer

Res. #618 Temporarily Appoints P/T Kennel Attendant

Res. #619 Pays Bills

**TOWN OF RIVERHEAD**

**Resolution # 585**

**CALVERTON RECREATIONAL PARK PROJECT**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Engineer is requesting a transfer of funds to cover Engineering Services associated with the EPCAL Recreational Facility Site.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
406.07110.547900.70015	Contingency	30,000	
406.071100.543150.70015	Professional Services - Engineer		30,000

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 587**

**AUTHORIZES SUPERVISOR TO SIGN ANNUAL AGREEMENT FOR CLEAN VESSEL ASSISTANCE PROGRAM OPERATION AND MAINTENANCE FUNDING WITH NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

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

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

**WHEREAS**, the Town of Riverhead is eligible for up to \$14,000 in reimbursement for the upcoming 2011 season; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the Supervisor to sign the Annual Agreement.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110588

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 588**

**CALVERTON PARK  
COMMUNITY DEVELOPMENT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS** a transfer of funds is necessary to cover past costs associated with EPCAL professional Services study along with expenses associated with updating the Reuse Plan for the 2,900 acre Calverton site;

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

		<u>FROM</u>	<u>TO</u>
914.000000.499999	Fund Balance	112,000	
914.000000.499999	Fund Balance	13,600	
914.069800.541203	Grounds, R&M Landscaping	10,000	
914.069800.543900	Miscellaneous Consultants		13,600
914.069800.543900	Miscellaneous Consultants		10,000
914.069800.543900	Miscellaneous Consultants		112,000

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110589

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 589**

**AWARDS BID FOR INSTALLATION OF AIR CONDITIONING  
IN RIVERHEAD AMBULANCE BAY AREA**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Installation of Air Conditioning in the Riverhead Ambulance Bay Area located at 1121 Osborn Avenue; and

**WHEREAS**, three (3) bids were received, opened and read aloud on the 17<sup>th</sup> day of June, 2011 at 11:00 a.m. in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

**WHEREAS**, the low bidder, East Coast Mechanical Services, Inc. has submitted a bid withdrawal due to an error in bid submission whereby he failed to include the cost of electrical wiring as part of his bid submission.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Installation of Air Conditioning in the Riverhead Ambulance Bay Area be and is hereby awarded to Dominion Construction Corporation in the amount of Seventeen Thousand Four Hundred Eighty Five & 00/100 (\$17,485.00); 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 Town Supervisor to execute an agreement for the Installation of Air Conditioning in the Riverhead Ambulance Bay Area; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$17,485.00; 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; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Dominion Construction Corporation, 108 Allen Boulevard, Farmingdale, NY 11735, Engineering Department, Riverhead Volunteer Ambulance Corps, Purchasing Department and the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110590

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 590**

**AWARDS BID FOR MEETINGHOUSE CREEK BULKHEAD  
RENOVATION PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town Clerk was authorized to publish and post a Notice to Bidders for the Meetinghouse Creek Bulkhead Renovation Project; and

**WHEREAS**, four (4) bids were received, opened and read aloud on the 13<sup>th</sup> day of May, 2011 at 11:00 a.m. in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Meetinghouse Creek Bulkhead Renovation Project be and is hereby awarded to South Shore Docks, Inc. in the amount of Thirty Thousand Five Hundred Seventy & 00/100 (\$30,570.00); 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 authorized the Town Supervisor to execute an agreement for the Meetinghouse Creek Bulkhead Renovation Project; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order for the aforementioned amount; 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; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to South Shore Docks, Inc., P. O. Box 37, East Quogue, NY 11942, Engineering Department, Purchasing Department and the Office of Accounting.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

Town of Riverhead Bid Received May 13, 2011

Meetinghouse Creek Bulkhead Renovation

Item No.	Description	Unit	Quantity	Error Type	South Shore Docks		Error Type	Terry Contracting		Error Type	East Area		Error Type	Chesterfield	
					Unit Cost	Total Price									
2	Unclassified Excavation	LS	1		\$9,600.00	\$9,600.00		\$7,000.00	\$7,000.00		\$22,210.00	\$22,210.00		\$9,600.00	\$9,600.00
3	Select Fill	CY	70		\$15.00	\$1,050.00		\$20.00	\$1,400.00		\$30.00	\$2,100.00		\$64.00	\$4,480.00
4	Timber Bulkhead	LF	52		\$375.00	\$19,500.00		\$570.00	\$29,640.00		\$385.00	\$20,020.00		\$750.00	\$39,000.00
118-SF	Sediment and Erosion Control - Silt Fence Temporary	LF	60		\$2.00	\$120.00		\$3.00	\$180.00		\$18.00	\$1,080.00		\$10.00	\$600.00
118-S	Sediment and Erosion Control - Straw Bale Temporary	LF	60		\$5.00	\$300.00		\$3.00	\$180.00		\$18.00	\$1,080.00		\$14.00	\$840.00
					<b>\$30,570.00</b>			<b>\$38,400.00</b>			<b>\$46,490.00</b>			<b>\$54,520.00</b>	

a - Math Error

a

Contractor  
Wrote \$44,490.00  
Did not enter unit price for  
Item 2 but extension is  
same as unit bc item is LS  
and qty is 1.

Unit Price Analysis		
Mean	Median	
\$12,102.50	\$9,600.00	Unclassified Excavation
\$32.25	\$25.00	Select Fill
\$520.00	\$477.50	Timber Bulkhead
\$8.25	\$6.50	Sediment and Erosion Control - Silt Fence Temporary
\$10.00	\$9.50	Sediment and Erosion Control - Straw Bale Temporary



**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, Gabrielsen, Giglio,  
Engineering

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

**DATE:** May 13, 2011

**RE:** Open Bid Report for Meetinghouse Creek Bulkhead Renovation

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4 bids were received and opened on May 13, 2011 at 11:00am:

South Shore Docks PO Box 37 East Quogue NY 11942 631 653-5589	\$30,570.00
Terry Contracting & Materials, Inc. 840 W Main St Riverhead, NY 11901 631 727-	\$38,400.00
East Area General Contractors, Inc. PO Box 581 Speonk, NY 11972 631 325-7700	\$44,490.00
Chesterfield Associates, Inc. PO Box 1229 Westhampton Beach, NY 11978 631 288-5100	\$54,520.00

08.02.2011  
110591

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 591**

**APPOINTS A SUMMER RECREATION AIDE TO THE YOUTH  
BUREAU/RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Summer Recreation Aide is needed by the Riverhead Town Youth Bureau/Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective for the period of August 2, 2011, through August 11, 2011, this Town Board hereby appoints Lillian Serrano to the position of Summer Recreation Aide to the Youth Bureau/Recreation Department at the hourly rate of \$8.75.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110592

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution #592**

**AWARDS BID FOR SPORTING GOODS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a notice for sealed bids for **SPORTING GOODS** for the Town of Riverhead and;

**WHEREAS**, bids were received and opened at 11:00 am on July 1, 2011, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for **SPORTING GOODS** for the Town of Riverhead be and hereby is, awarded to **Aluminum Athletic Equipment Co., Port Jefferson Sports, Sport Supply Group, Inc. and S & S Worldwide** for prices on the attached pages.

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

	FOOTBALL			AAE	PJ Sports	Sport Supply	S&S	AWARD
Item #	PROD #	BRAND	DESCRIPTION	BID	BID	BID	BID	
1			YOUTH SIDELINE KIT			\$194.89		SSG
2		MACGREGOR	JUNIOR FOOTBALL LEATHER			\$23.82		SSG
3		MACGREGOR	PEE WEE FOOTBALL LEATHER			\$22.26		SSG
4		WILSON	WILSON TDJ JUNIOR FOOTBALL LEATHER		\$30.99	\$30.92		SSG
5		WILSON	WILSON PEE WEE FOOTBAL LEATHER		\$29.99	\$29.52		SSG
6			EXTRA POINT TEE			\$1.83		SSG
7			ROLLAWAY HELMET RACK		\$198.00	\$139.44		SSG
8			2" HELMET NUMBERS DIE CUT			\$3.78		SSG
9			3" 1 COLOR DIE CUT LETTER			\$3.62		SSG
10			4" 1 COLOR DIE CUT LETTER			\$4.12		SSG
11			VARSITY MOUTHPIECES		\$0.39	\$0.35		SSG
12			JUNIOR MOUTHPIECES 25 PK		\$0.39	\$0.34		SSG
13			UNIVERSAL JAW PADS PER DZ			\$34.94		SSG
14			HARD CUP LOW HOOK UP CHINSTRAP		\$6.90	\$6.12		SSG
15			SOFT CUP LOW HOOK UP CHINSTRAP		\$4.00	\$2.23		SSG
16			1/2" T-NUT LONG 50 PK			\$7.92		SSG
17			3/8" T-NUT MEDIUM 50 PK			\$7.44		SSG
18			1/8" T-NUT SHORT 50 PK			\$4.88		SSG
19			METAL CHIN STRAP BUCKLE 50 PK			\$8.09		SSG
20			1/4" CHINSTRAP SNAP 50 PK			\$7.74		SSG
21			STEEL WASHER 50 PK			\$8.37		SSG
22			1/2" HELMET SCREW 50 PK			\$2.92		SSG
23		RIDDELL	RIDDELL LITTLE PRO HELMET ROYAL		\$64.94	? 66.76		PJ
24		RIDDELL	RIDDELL VSR2Y HELMET ROYAL		\$104.95	?		PJ
25		RIDDELL	RIDDELL ATTACK HELMET ROYAL		\$64.94	?		PJ
26		SCHUTT	DNA RECRUIT HELMET ROYAL W/ MASK		\$64.94	?		PJ
27		SCHUTT	YOUTH ADVANTAGE HELMET ROYAL		\$104.95	? 67.52		PJ
28		SCHUTT	DNA RECRUIT JAW PAD DZ		\$58.50			PJ
29			HIP PAD SET		\$4.98	4.39/3.62/2.76		SSG
30			THIGH PAD LITE		\$4.98	3.96/3.77/3.36		SSG
31			THIGH PAD VINYL		\$5.98	7.66/7.34/4.48		SSG
32			KNEE PAD LITE		\$3.50	2.44/2.32/2.12		SSG
33			KNEE PAD VINYL		\$3.98			PJ
34			HIP PADS LITE		\$4.94			PJ
35			HIP PADS VINYL		\$5.94	7.14/4.94		SSG

Item #	PROD #	BRAND	DESCRIPTION	AAE BID	PJ Sports BID	Sport Supply BID	S&S BID	AWARD
36			THIGH PADS					NO BID
37			3 POCKET YOUTH GIRDLE		\$5.49	\$5.43		
38			3 POCKET ADULT GIRDLE		\$5.99	\$9.24		
39			ADULT 5 POCKET GIRDLE		\$9.90	\$10.88		
40			WRISTBAND		\$5.50	\$3.98		SSG
41		PRO DOWN	BULLDOG SHOULDER PADS XXSM		\$29.00	\$24.17		SSG
42		PRO DOWN	BULLDOG SHOULDER PADS XSM		\$32.00	\$24.62		SSG
43		PRO DOWN	BULLDOG SHOULDER PADS SM		\$36.00	\$26.49		SSG
44		PRO DOWN	BULLDOG SHOULDER PADS MD		\$39.00	\$27.68		SSG
45		PRO DOWN	BULLDOG SHOULDER PADS LG		\$41.00	\$28.26		SSG
46		PRO DOWN	BULLDOG SHOULDER PADS XL		\$44.00	\$29.42		SSG
47			YOUTH FLAK VEST			\$11.44		SSG
48			MCDAVID COWBOY COLLAR		Y-44, A-46			PJ
49			BACK PLATE					
50		PRO DOWN	SHOULDER PAD RACK		\$169.00	\$123.64		SSG
51		PRO DOWN	DOUBLE SHOULDER PAD RACK		\$249.00	\$194.79		SSG
52			BLACK LACES			\$20.88		SSG
53			1-1/2" BLACK ELASTIC			\$26.76		SSG
54			1" BLACK ELASTIC			\$18.98		SSG
55			PARTS KIT					
56			1" METAL T HOOK 50 PK			\$12.52		SSG
57			1-1/2" METAL FASTENER 50 PK			\$13.67		SSG
58			1-1/2" SWIVEL T-HOOK 50 PK			\$35.63		SSG
59			PRO KICK HOLDER		\$20.25	\$19.36		SSG
60			ROUND BLOCKING DUMMY			\$96.86		SSG
61			PRO SHEILD			\$39.96		SSG
62			SCRIMMAGE HELMET COVER DZ		\$28.80	\$32.92		PJ
63			ATHLETIC FIELD STRIPPER			\$66.98		SSG
64			SHOULDER PAD RACK 4 STACK		\$249.00	\$194.79		SSG
65			FB HELMET CART		\$169.00	\$171.92		PJ
66			TEAM EQUIPMENT BAG		\$16.50	\$20.96		PJ
67			PROSTYLE DOWN BOX/CHAINSET	\$285.00		\$367.92		AAE
68			YOUTH BLOCKING DUMMY (BLUE)					
69			COLLEGIATE SHIELD			\$33.43		SSG
70			SQUARE DUMMY PAD			\$106.62		SSG
71			VARSITY DOWN BOX/CHAIN SET			\$161.14		SSG

Item #	PROD #	BRAND	DESCRIPTION	AAE	PJ Sports	Sport Supply	S&S	AWARD
				BID	BID	BID	BID	
72			PRO STYLE DOWN BOX	\$99.00		\$247.12		AAE
73			ADULT SCRIMMAGE VEST		\$1.90	\$1.88		SSG
74			YOUTH SCRIMMAGE VEST		\$1.90	\$1.68		SSG
75			DAZZLE FOOTBALL PANTS YOUTH		\$14.49	\$13.52		SSG
76			ADULT DAZZLE FOOTBALL PANTS		\$15.89	\$13.98		SSG
77			YOUTH FOOTBALL PANT 613BSL		\$10.29	\$10.76		PJ
78			ADULT FOOTBALL PANT 615SL		\$12.29			PJ
79			YOUTH REPLICAJERSEYS W/#'S			\$21.78		SSG
80			ADULT REPLICAJERSEYS W/#'S					
81			FOOTBALL BELTS		\$1.20	\$0.86		SSG
82			TRAINERS TAPE		38.94 case	\$34.64		SSG
83			COLD PAKS		8.85 case	7.44/16	14.30/16	SSG
84		ALLESON	YOUTH FULL LENGTH DAZZLE JERSEY W / #'S ON		\$27.94			PJ
			FRONT AND BACK AND LOGO ON FRONT					
85		ALLESON	ADULT FULL LENGTH DAZZLE JERSEY W/ #'S ON		\$30.94			PJ
			FRONT AND BACK AND LOGO ON FRONT					
86			MINI MED REFILL KIT					
87			MINI MED KIT					
88			HELMET INFLATOR			\$12.59		SSG
89			FOOTBALL TRAVEL BAG			\$20.96		SSG
90		PRO DOWN	YOUTH PRACTICE JERSEY W/#'S		\$10.49	\$11.98		PJ
91		PRO DOWN	ADULT PRACTICE JERSEY'S W/#'S		\$10.84	\$12.96		PJ
92			WHISTLES DZ		\$11.90	\$3.36	3.60 plastic	SSG
93			LANYARDS DZ		\$11.90	\$3.36	\$3.84	SSG
94			ECONOMY CONE			\$1.34	7.00/6	S&S
95			6" POLY CONE	\$2.99		\$1.88	\$1.95	SSG
96			12" CONE	\$3.65		\$4.44	\$4.50	AAE
97			FOOTBALL PANT LACES			\$12.82		SSG
98			TEAM BAG		\$19.94	\$18.52		SSG
99			BALL EQUIPMENT BAG		\$19.94	2.98 mesh		SSG
100			DELUXE SCALE			\$199.88		SSG
101			WEIGHTED ANCHORLESS PYLONS	\$42.95	\$29.74	\$21.36		SSG
102		REEBOK	NFL YOUTH GAME JERSEY W/NUMBERS					
103		ALLESON	YOUTH MESH/DAZZLE FOOTBALL JERSEY WITH		\$30.49			PJ
			TWO COLOR #'S FRONT AND BACK AND TEAM					
			LOGO ON FRONT					

104		ALLESON	ADULT MESH/DAZZLE FOOTBALL GERSLET WITH		\$33.24				PJ
			TWO COLOR #'S FRONT AND BACK AND TEAM						
			LOGO ON FRONT						
105		ALLESON	YOUTH DAZZLE FOOTBALL PANT SIZE SMALL-XL		\$16.49				PJ
106		ALLESON	YOUTH DAZZLE FOOTBALL PANT SIZE XXL						
107		ALLESON	ADULT DAZZLE FOOTBALL PANT SIZE S-XL		\$18.49				PJ
108		ALUMAGOAL	FOOTBALL/SOCCER COMBO GOAL			\$1,398.56			SSG
109			OPTIONAL GROUND SLEEVES			\$115.59			SSG
110			NET			\$118.88			SSG
111			PROTECTIVE POST PADS		\$499.00	\$173.76			SSG
	<b>LACROSSE</b>			<b>AAE</b>	<b>PJ Sports</b>	<b>Sport Supply</b>	<b>S&amp;S</b>	<b>AWARD</b>	
<b>Item #</b>	<b>PRODUCT #</b>	<b>BRAND</b>	<b>DESCRIPTION</b>	<b>BID</b>	<b>BID</b>	<b>BID</b>	<b>BID</b>		
1		STX	WOMENS RACY* LACROSSE STICK		*29.50	\$28.88	\$29.50		SSG
2		STX	STX GOALMASTER - GOALIE STICK		\$62.50	\$66.49			PJ
3		STX	AV8 LACROSSE STICK		\$29.50	\$29.56	\$30.00		SSG
4		DEBEER	BEDLAM LACROSSE STICK						
5		BRINE	MONEY GOALIE STICK		\$69.90	\$55.76			SSG
6			DOZEN WHITE LACROSSE BALLS	\$14.00	\$13.90	\$22.49	\$16.00		PJ
7			DOZEN YELLOW LACROSSE BALLS	\$14.00	\$13.90	\$22.49			PJ
8			ORANGE FIELD STRIPING PAINT - 17 OZ- CASE OF 12		\$39.99	\$37.74			SSG
9			YELLOW FIELD STRIPING PAINT - 17 OZ- CASE OF 12		\$39.99	\$37.74			SSG
10		MARK 1	WHITE FIELD STRIPING PAINT - 17 OZ- CASE OF 12		\$39.99	\$37.74	\$45/18 oz.		SSG
11			CASCADE IRIS EYEMASK		\$34.50	\$52.22			PJ
12		VISTA	GOGGLES		\$34.50	\$25.98			SSG
13			OFFICIAL COLLIGIENT LACROSSE GOAL PAIR	\$1,495.00	\$774.90	\$508.44			SSG
14			PRACTICE LACROSSE GOAL PAIR	\$595.00	\$112.50	\$232.48	\$200.00		PJ
15			LACROSSE NET 3 MM	\$87.85	\$75.97	\$42.86			SSG
16			LACROSSE NET 4 MM	\$115.00	\$107.76	\$44.94			SSG
17			LACROSSE NET 5 MM	\$125.70	\$123.63				PJ
18			CASCADE ADULT LAX HELMET WHITE		\$79.90	\$102.64			PJ
19			CASCADE CJ YOUTH HELMET WHITE W/ADJUSTABLE SIZING		\$79.90	\$102.64			PJ
20		ICON	SMALL SHOULDER PADS		\$24.75	\$28.83			PJ
21		ICON	MEDIUM SHOULDER PADS		\$28.50	\$31.64			PJ
22		ICON	LARGE SHOULDER PADS		\$28.50	\$35.14			PJ
23		INTREPID	SMALL GLOVES		\$24.75	\$26.12			PJ
24		INTREPID	MEDIUM GLOVES		\$28.50	\$28.83			PJ
25		INTREPID	LARGE GLOVES		\$28.50	\$31.64			PJ
26		ICON	SMALL ARM PADS		\$16.90	\$18.26			PJ

				AAE	PJ Sports	Sport Supply	S&S	AWARD
Item #	PROD #	BRAND	DESCRIPTION	BID	BID	BID	BID	
27		ICON	MEDIUM ARM PADS		\$19.50	\$19.57		PJ
28		ICON	LARGE ARM PADS		\$19.50	\$19.96		PJ
29		PRO-LITE	PRO LITE KIT SMALL		91.90 W/STICK			PJ
30		PRO-LITE	PRO LITE KIT MEDIUM		96.9 W/ STICK			PJ
31		WARRIOR	K145 VELOCITY JERSEY W/1 COLOR # & LOGO		\$20.94			PJ
32		WARRIOR	MESH SHORTS W/LOGO		\$8.40			PJ
33		WARRIOR	K145Y VELOCITY JERSEY W/ 1 COLOR # & LOGO		\$19.94			PJ
34		WARRIOR	K245Y MESH SHORT W/ LOGO		\$13.44			PJ
35			MOUTHGUARD W/STRAP VARSITY SIZE 25 PK		\$0.39	\$8.69		SSG
36			MOUTHGUARD W/STRAP JUNIOR SIZE 25 PK		\$0.39	\$8.48		SSG
37			PORTABLE SIGNAL HORN	\$23.00	\$12.90	\$14.57		PJ
38			LACROSSE THROAT GUARDS FOR HELMET		\$7.90			PJ
39		MACGREGOR	HAND HELD GAME TIMER	\$18.00		\$6.46		SSG
40		MACGREGOR	BALL BAGS		\$8.90	\$10.43		PJ
41		ADAMS	SHIN GUARDS		\$14.50			PJ
42		STX	LACROSSE GOALIE PANTS		\$43.50			PJ
43		WARRIOR	REVERSIBLE PINNIE - ROYAL BLUE/WHITE		\$8.98			PJ
44			with Riverhead PAL Logo on BOTH sides					
	<b>GIRLS LACROSSE UNIFORMS</b>			AAE	PJ Sports	Sport Supply	S&S	AWARD
Item #	PRODUCT #	BRAND	DESCRIPTION	BID	BID	BID	BID	
1		Cobblestone	PT 124-Youth -Game Gear Performance Tech Moisture wicking kilt - with WHITE side panel and PAL Logo silk screen on front - COLOR- Royal blue/white accent		\$9.24			PJ
2		Cobblestone	PT 124- Womens -Game Gear Performance Tech Moisture wicking kilt - with WHITE side panel and PAL Logo silk screen on front - COLOR- Royal blue/white accent		\$10.24			PJ
3		Cobblestone	PT 820-Youth -Game Gear Performance Tech Moisture cap sleeve shirt with white side panel with one color Riverhead PAL logo - Numbers on front and back COLOR - Royal blue/white accent		\$15.54			PJ
4		Cobblestone	PT 820- Adult -Game Gear Performance Tech Moisture cap sleeve shirt with white side panel with one color Riverhead PAL logo - Numbers on front and back COLOR - Royal blue/white accent		\$16.74			PJ
	<b>SOCCER</b>			AAE	PJ Sports	Sport Supply	S&S	AWARD
Item #	PRODUCT #	BRAND	DESCRIPTION	BID	BID	BID	BID	

1		MACGREGOR	SIZE 3 SOCCER BALL		\$5.25	\$6.52		PJ
2		MACGREGOR	SIZE 4 SOCCER BALL		\$5.75	\$6.58		PJ
3		MACGREGOR	SIZE 3 SOCCER BALL		\$5.90	\$6.22		PJ
4		FUNNETS	4X6 SOCCER GOAL		\$78.32	\$90.62		PJ
5		FUNNETS	REPLCEMENT NET 3MM BLUE		\$78.50	\$14.64		SSG
6			SOCCER GOALS	\$3,100.00		1499.98/1324.44		SSG
7			SOCCER NETS	\$75.00	\$78.50	118.88/102.94		AAE
8			SHIN GUARDS		\$8.40	2.24/1.96		SSG
9			LOW PROFILE CONES	\$0.50	\$0.55	4.98/12	\$1.70/6	S&S
10			WIRE CARRIER	\$4.99		\$2.36		SSG
11			LARGE PROFILE CONES DZ	\$1.85		\$11.72		SSG
12			JUNIOR SOCKS		\$2.25	19.92/12		SSG
13			YOUTH SOCKS		\$2.25	20.64/12		SSG
14			ADULT SOCKS		\$2.25	20.88/12		SSG
15			BALL BAGS			\$2.98		SSG
16		SCORE	CHOICE KEEPER JERSEY		\$8.90	\$9.59		PJ
17			GOALKEEPER JERSEY					
18			UNISEX JERSEY					
19		SCORE	COSTA RICA TEAM PACKAGE			\$18.52		SSG
20		SCORE	SYDNEY LEAGUE SHORT			\$7.96		SSG
21		SCORE	CAMEROON TEAM PACKAGE			\$20.74		SSG
22		SCORE	CHILE TEAM PACKAGE			\$19.98		SSG
23			INFLATING NEEDLES			10.46/100	\$.40/3	S&S
							\$10./100	
24			REFEREE JERSEY			\$16.44		SSG
25			LANYARDS			3.36/12	\$0.32	SSG
26			WHISTLES			3.36/12	\$0.30	SSG

### CHEERLEADING

CHEERLEADING				AAE	PJ Sports	Sport Supply	S&S	AWARD
Item #	PRODUCT #	BRAND	DESCRIPTION	BID	BID	BID	BID	
1		ALLESON	PYRAMID SHELL WOMENS S-XL *****					
2		ALLESON	PYRAMID SHELL WOMENS 2XL *****					
3		ALLESON	PYRAMID SHELL GIRLS XS-L *****					
4		ALLESON	MULTI PLEAT SKIRT YOUTH XXS-L			\$15.98		SSG
5		ALLESON	MULTI PLEAT SKIRT ADULT S-XXL			\$17.38		SSG
6		ALLESON	BRIEF GIRLS XXS-L			\$5.33		SSG
7		ALLESON	BRIEF WOMENS S-XXL			\$7.26		SSG
8		ALLESON	BOY CUT BRIEF GIRLS XXS-L			\$6.54		SSG
9		ALLESON	BOY CUT BRIEF WOMENS S-XXL			\$6.92		SSG

Item #	PRODUCT #	BRAND	DESCRIPTION	AAE	PJ Sports	Sport Supply	S&S	AWARD
				BID	BID	BID	BID	
10		ALLESON	MICRO FIBER MEGA CHEER SOCK			\$3.46		SSG
11		ALLESON	MICRO FIBER MEGA TAB SOCK			\$3.46		SSG
12		ALLESON	6" TWO COLOR POMS			\$7.69		SSG
13		ALLESON	FRENZY HAIR BOW			\$2.69		SSG
14		ALLESON	HYPE HAIR BOW					

NOTE: ALL CHEERLEADING TOPS MUST INCLUDE 3 COLOR SIX INCH TACKLE TWILL LOGO

MISCELLANEOUS		Brand		AAE	PJ Sports	Sport Supp	S&S	AWARD
Item #	Description	or equal	Prod #	BID	BID	BID	BID	
1	100 Inflation Needles		MSNED100			\$10.46	\$10.00	S&S
2	100Qt Cooler w/wheels	Igloo				\$141.50		SSG
3	165Qt Cooler w/wheels	Igloo				\$224.78		SSG
4	200' fiberglass measuring tape	Alumagoal		\$15.00		\$11.66	\$12.60	SSG
5	24x36 Laundry bag		MSLB2436			\$2.92		SSG
6	360 degree swing seat					\$52.73		SSG
7	6" slash proof swing seat					\$13.44	\$15.30	SSG
8	Acceleration Trainer 105	Reactor				\$121.63		SSG
9	Acceleration Trainer 150	Reactor				\$156.88		SSG
10	Adult polyester vest royal		C46ROXXX			\$1.88		SSG
11	Athletic Pre-wrap	Cramer				\$38.48		SSG
12	Award Medals (3.5" diameter) w/ribbons and self sticking printed Mylar inserts for sports							
13	Basketball coaches board 9"x15.5"	KBA				\$6.08	\$7.90	SSG
14	Bocce Set		7221XXXX			\$22.92	\$13.20	SSG
15	Body Loop Bands- 12" Light Resistance					\$4.16		SSG
16	Body Loop Bands- 12" Light/Medium Resistance					\$4.69		SSG
17	Body Loop Bands- 12" Medium Resistance					\$5.11		SSG
18	Cocoa Drag Mats					\$138.81		SSG
19	Cocoa Mop					\$178.36		SSG
20	Cone Carrier		93095XXX			\$2.36	\$40.00	SSG
21	Cramer 6" x 9" Flex Cold Pack	CRAMER	1099287			25.36/12	14.30/16	SSG
22	Cramer Athletic tape 1 1/2"					\$34.64	\$1.90	SSG
23	Deluxe Croquet Set		1152043			\$44.74	\$50.00	SSG
24	Digital Scale- 400lb Capacity	Tanita				\$1,036.74		SSG
25	Economy electric inflator	Gamecraft		\$55.00		\$50.82	\$68.00	SSG
26	Field Hockey balls					\$4.12		SSG
27	Field hockey sticks 36"	Grays						
28	Field hockey sticks 32"	Grays						
29	Field hockey sticks 34"	Grays						
30	Field hockey sticks 35"	Grays						
31	Fitness bands -Green	Champion barbell				\$39.46		SSG
32	Fitness bands -Purple	Champion barbell				\$51.21		SSG
33	Fitness bands-Gray	Champion barbell				\$52.89		SSG
34	Fixed Rung Agility Ladder		1271560			\$24.68		SSG

35	Flag football set								
36	Football kickoff tee					\$3.99		\$1.88	SSG
37	Hand Tally Counter				MSHTALLY			\$3.81	\$4.90 SSG
38	Handheld Game Timer	MACGREGOR			MSSTP750	\$18.00		\$6.46	SSG
39	Heat index warning system				1150216			\$121.88	SSG
40	Heavy Duty Model HD 100 Chalk Liner							\$258.69	SSG
41	Heavy Duty Model HD 50 Chalk Liner							\$231.14	SSG
42	Indoor/outdoor Mini Shuffleboard set							\$93.36	\$35.00 SSG
43	Indoor/outdoor tabletop scoreboard	MACGREGOR			SK999			\$438.44	SSG
44	Jr. Rubber Football	MACGREGOR			MCX2JXXX			\$3.67	\$2.98 S&S
45	Kanjam								
46	Kettlebells- 10lbs							\$12.18	SSG
47	Kettlebells- 15lbs							\$18.32	SSG
48	Kettlebells- 20lbs							\$24.43	SSG
49	Kettlebells- 25lbs							\$30.56	SSG
50	Kettlebells- 30lbs							\$36.59	SSG
51	Kettlebells- 35lbs							\$42.72	SSG
52	Lacrosse coaches board(Boys)9"x15.5"	KBA				\$11.00			AAE
53	Lacrosse coaches board(Girls)9"x15.5"	KBA				\$11.00			AAE
54	Medicine Balls 11-12lbs					\$33.00		\$21.11	SSG
55	Medicine Balls 15-16lbs					\$36.00		\$23.88	SSG
56	Medicine Balls 4-6lbs					\$21.00		\$12.66	SSG
57	Medicine Balls 6-7lbs					\$26.00		\$16.32	SSG
58	Medicine Balls 9-10lbs					\$31.00		\$18.79	SSG
59	Mouth Guard Junior				MSMOUT			\$8.69	SSG
60	Neoprene Dumbbell Steel rack with locking top pin w/wheels							\$218.75	SSG
61	Neoprene Dumbbells- 2lb							\$2.29	SSG
62	Neoprene Dumbbells- 3lb							\$3.44	SSG
63	Neoprene Dumbbells- 5lb							\$5.54	SSG
64	Neoprene Dumbbells- 7lbs							\$7.72	SSG
65	Neoprene Dumbbells-4lb							\$4.44	SSG
66	Neoprene Dumbbells-6lb							\$6.62	SSG
67	Net ball carrier				BS-SNBC1XXX			\$2.54	SSG
68	Numbered Pinnie Royal				1040289			\$23.78	SSG
69	Official Horseshoe set							\$22.98	\$32.00 SSG
70	Orange L/P Cones				1255706			\$4.98	SSG
71	Orange Spots				6059XXXY			\$1.14	\$0.88 S&S
72	Pedestal Grill				NECSB16X			\$208.48	SSG

MISCELLANEOUS		Brand	AAE	PJ Sports	Sport Supp	S&S	AWARD
Item #	Description	or equal	Prod #	BID	BID	BID	BID
73	Pickle Ball Net					\$28.57	SSG
74	Pickle Ball tournament set					\$173.91	\$160.00 S&S
75	Plastic Easter Eggs- Candy Filled (same color top and bottom)						
76	Plastic Easter Eggs- Toy Filled (same color top and bottom)						
77	Portable signal horn 8oz.		MSAIR8ZH	\$23.00	\$12.90	\$14.57	\$18.00 PJ
78	Portable signal horn refill		MSAIR8ZR	\$18.00		\$9.73	\$12.00 SSG
79	Power inflator	Interdynamics					
80	Quick Shade Canopy 10'X10'	QUIK				\$198.44	\$290.00 SSG
81	Rubber Baby Bucket Swing	GAME CRAFT	1040746			\$28.74	\$139.00 SSG
82	Rubber football Junior size 9-12 yrs	MACGREGOR				\$3.67	\$2.98 S&S
83	Rubber football Official size	MACGREGOR				\$4.14	\$3.15 S&S
84	Rubber football Youth size 12-14 yrs	MACGREGOR				\$3.73	\$3.04 S&S
85	Segmented jump ropes 10'	US Games				\$1.49	\$1.50 SSG
86	Segmented jump ropes 7'	US Games				\$1.18	\$1.09 SSG
87	Segmented jump ropes 8'	US Games				\$1.27	\$1.20 SSG
88	Segmented jump ropes 9'	US Games				\$1.37	\$1.45 SSG
89	Soccer coaches board- 9"x15.5"	KBA		\$11.00		\$7.12	SSG
90	Solid Hex Dumbbells with ergo grip- 10lb					\$9.34	SSG
91	Solid Hex Dumbbells with ergo grip- 5lb					\$4.69	SSG
92	Solid Hex Dumbbells with ergo grip- 6lb						
93	Solid Hex Dumbbells with ergo grip- 7lb						
94	Speed and agility ladder					\$24.68	SSG
95	Speed Chute 40"	Portapit				\$44.24	SSG
96	Speed Chute 48"	Portapit				\$53.76	SSG
97	Speed Chute 54"	Portapit				\$58.22	SSG
98	Sportline Econosport stopwatch	Econosport	MSSTP240	\$9.00		\$5.92	\$3.30 S&S
99	Stackable football sideline markers (11pieces)			\$165.00		\$196.56	AAE
100	Stackable football sideline markers (5pieces)					\$103.36	SSG
101	Storage Tote- Transparent/Clear with latching handles 30qt.	Rubermaid					
102	Storage Tote- Transparent/Clear with latching handles 50qt.	Rubermaid					
103	Storage Tote- Transparent/Clear with latching handles 66qt.	Rubermaid					
104	Storage Tote- Transparent/Clear with latching handles 70qt.	Rubermaid					
105	Storage Tote- Transparent/Clear with latching handles 95qt.	Rubermaid					
106	Talkabout 2-way Radios- NOAA Weather, 35-mile range	Motorola	MR350R				
107	Tournament Bocce Set					\$110.17	\$57.00 S&S
108	Training for speed, agility & quickness book		1248623			\$19.36	SSG

**MISCELLANEOUS**

Item #	Description	Brand or equal	Prod #	AAE BID	PJ Sports BID	Sport Supp BID	S&S BID	AWARD
109	Trophies- 12"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
110	Trophies- 14"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
111	Trophies- 16"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
112	Trophies- 18"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
113	Trophies- 20"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
114	Trophies- 22"- Marble base, plastic columns, plastic figurines, metal inscribed face plate							
116	Whistle Lanyard black dz.		MSLNYDBKDZ			\$3.36	\$3.84	SSG
117	Whistle-black plastic		3059XXXXDZ			3.36/12	3.60/12	SSG

**BASEBALL-SOFTBALL**

Item #	Description	Brand or equal	Prod #	AAE BID	PJ Sports BID	Sport Supp BID	S&S BID	AWARD
1	165' Measuring Tape		MSTAP165	\$14.00		\$9.14		SSG
2	18" Tie wraps		BBPCTIES			\$27.72		SSG
3	200' Home Run Fence youth softball		BS314GP			\$924.64		SSG
4	4-wheel hvy duty 50lb dry line marker	Alumagoal	BBHDDM50		\$135.50	\$231.14		PJ
5	7' Pop up Catch Net	EASTON	1194876		\$74.80	\$119.94		PJ
6	Adjustable Baseball Basket		BSBBASK					
7	All Purpose Backstop System 1.75" mesh		1071435			\$1,226.76		SSG
8	Aluminum maintenance rake 24"			\$40.00		\$39.89		SSG
9	Aluminum maintenance rake 36"			\$45.00		\$44.22		SSG
10	Aluminum maintenance rake 48"			\$48.00		\$55.48		SSG
11	Athletic Field Stripper		0795XXXX			\$66.98		SSG
12	Base Plugs 3 pk.		BBBLPLUGPK		\$3.00	\$20.88		SSG
13	Big League base plugs	MACGREGOR			\$3.00	20.88/3		SSG
14	Bucket of optical yellow 11" softballs	MACGREGOR			\$27.84	\$53.84		PJ
15	Bucket of Practice softballs 11" Yellow		5SBBUC11Y		\$94.52	\$53.84		SSG
16	Bushnell Velocity Speed Gun	BUSHNELL	1087932			\$112.76		SSG
17	Cleat and Spike Cleaner-Orange		1186796			\$23.88		SSG
18	CS 19" Yellow Zip Ties		1274035			\$29.74		SSG
19	Dist ban 27"x36"		1079654			\$74.94		SSG
20	Double 1st base	MacGregor			\$17.49	\$75.26		SSG

BASEBALL-SOFTBALL		Brand	AAE	PJ Sports	Sport Supp	S&S	AWARD
Item #	Description	or equal	Prod #	BID	BID	BID	BID
21	Double play monster broom		BS-200182384			\$187.92	SSG
22	Easton Thunder stick-youth	EASTON	1264012			\$42.72	SSG
23	Easton Training Stick	EASTON				\$31.64	SSG
24	End spiked pitching rubber official	MACGREGOR		\$16.00	\$9.50	\$14.44	PJ
25	End spiked pitching rubber youth	MACGREGOR		\$12.00	\$8.50	\$10.96	PJ
26	Fence Crown Bright Yellow 250'		BBPC250X			\$189.98	SSG
27	Fence Crown Tie Wraps		BBPCTIES			\$27.72	SSG
28	Foldable batters box template 3'x 6'					\$162.98	SSG
29	Foldable batters box template 3'x7'					\$163.76	SSG
30	Jugs lite flight pitch machine	JUGS	1159196			\$425.23	SSG
31	Jugs Lite flite Practice softball	JUGS	1159257			24.86/12	SSG
32	Jugs sm ball pitch machine	JUGS	JGSBLM			\$247.62	SSG
33	Line mate string winder		BS-1297607			\$113.32	SSG
34	Loop Hoe Edger		1184716			\$23.44	SSG
35	Louisville slugger 7' practice net	LOUISVILLE S	560207			\$106.64	SSG
36	Mac Anchor Clean out tool	MACGREGOR	BBDIGOUT	\$6.99	\$5.50	\$3.53	SSG
37	Mac Batting Tee	MACGREGOR	BBBATTEE9		\$11.90	\$15.29	PJ
38	Mac Bucket filled w/3 dz. Baseballs	MACGREGOR	1236033		\$89.90	\$73.99	SSG
39	Mac Practice baseball	MACGREGOR	MCB79PXX		\$24.90	\$23.49	SSG
40	Mac Safe/Soft Baseball Level 5	MACGREGOR	MCB5SV05			\$25.76	SSG
41	Mac Step down Pitch Rubber	MACGREGOR	BBPRPROX	\$42.00		\$39.96	SSG
42	Mac Wood Filled in ground Home Plate	MACGREGOR	BBHPSAFE	\$51.00		\$62.82	AAE
43	Macgregor 11" Yellow s/s Softball	MACGREGOR	MCSB11SS			\$34.14	SSG
44	Measuring Tape 200'		MSTAP200	\$15.00		\$11.66	\$12.60 SSG
45	Outfield Distance Marker		1079654			\$74.94	SSG
46	PVC Sleeve Driver		MKA106			\$2.36	SSG
47	Sifting Scoop		K72977			\$84.17	SSG
48	Small ball 4 dz. Bucket	JUGS	JGSBL4DZ			\$34.84	SSG
49	Smart Pole Ground Sockets		MK16GS12CP			\$69.98	SSG
50	Soft touch ground mounts black plugs Set of 3	Softouch				\$41.88	SSG
51	Soft touch ground mounts Set of 3	Softouch				\$64.72	SSG
52	Soft touch Progressive Release Bases	Softouch	BBBASBRE			\$99.48	SSG
53	Softstitch Incrediballs					\$2.86	SSG
54	Steel Bat Racks		1159622			\$29.98	SSG
55	Step-down pitching rubber adult	MACGREGOR		\$42.00		\$39.96	SSG
56	Step-down pitching rubber youth	MACGREGOR		\$35.75		\$29.92	SSG

**BASEBALL-SOFTBALL**

Item #	Description	Brand	or equal	Prod #	AAE	PJ Sports	Sport Supp	S&S	AWARD
					BID	BID	BID	BID	
57	Thrown down bases	MacGregor			\$11.00		\$6.26	\$6.00	S&S
58	Whiffle brand bat 32"			3193XXXX			\$2.16	\$2.10	S&S
59	White Field paint 3 case	Mark 1		0792PACK			\$113.42	\$135.00	SSG
60	White perf Baseball			1033601			\$2.61		SSG
61	White Perf Softball			1033618			\$3.68		SSG
62	Yellow Socket Caps			MKA103Y			\$5.98		SSG
63	Youth vented batting helmet w/attached mask	MACGREGOR					\$18.94		SSG
64	Orange Field paint	Mark 1		0792PACK			\$37.74		SSG
65	Reeled string winder -Caddy model						\$36.14		SSG
66	Bucket w/3 dz practice baseballs	MACGREGOR				\$89.90	\$73.99		SSG
67	Z-Ball Reaction Trainer						\$5.69		SG
68	ATEC Catch Net	ATEC				\$74.80	\$184.24		PJ
69	Softhands Infield Trainer						\$14.32		SSG
70	Weighted Leather Training Baseball Set								
71	Weighted Leather Training Softball Set								
72	Hot Hands Extreme "Break-Away"								
73	Batting Practice Ball cart						\$142.92		SSG
74	ball bucket w/padded lid					\$9.90	\$10.98		PJ
75	Slide Rite	Schutt					\$257.81		SSG
76	Glover's Binder	Glover's Scorebooks					\$18.12		SSG
77	Glover's 50 Game Score Sheets With No Stats	Glover's Scorebooks					\$12.88		SSG
78	Glover's Scorebook Bag	Glover's Scorebooks					\$28.72		SSG
79	Glover's Line Up Cards	Glover's Scorebooks					\$7.98		SSG
80	Wilson Baseball/Softball Scorebook	Wilson					\$3.39		SSG

**TOWN OF RIVERHEAD**

**Resolution # 593**

**AUTHORIZATION TO PUBLISH BID FOR RECREATION SPORTS ITEMS 2011**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for Recreation Sports Items for 2011 and;

**BE IT RESOLVED**, the Town Clerk is hereby authorized to publish and post the following public notice in the August 11, 2011 issue of the News Review and;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed bids for the purchase of RECREATION SPORTS ITEMS 2011 for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on AUGUST 26, 2011 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on AUGUST 11, 2011 on the Town of Riverhead website at [www.riverheadli.com](http://www.riverheadli.com), click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked RECREATION SPORTS ITEMS 2011. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

08.02.2011  
110594

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 594**

**APPOINTS A SEASONAL RECREATION AIDE TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Seasonal Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation facilities,

**NOW THEREFORE BE IT RESOLVED**, that effective August 2nd, 2011 and ending September 15<sup>th</sup>, 2011, this Town Board hereby appoints Steven Lomanaco to the position of Seasonal Recreation Aide, Level 1, to be paid the rate of \$8.75 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 595**

**APPOINTS A FILL-IN SUMMER RECREATION AIDE I TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Fill-In Recreation Aide is needed by the Riverhead Town Recreation Department for work in summer recreation programs,

**NOW THEREFORE BE IT RESOLVED**, that effective August 2, 2011, to and including August 26, 2011, this Town Board hereby appoints Daniel Paulos to the position of Fill-In Summer Recreation Aide, Level 1, to be paid the rate of \$8.75 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 596**

**RATIFIES THE APPOINTMENT OF A CALL-IN ASSISTANT RECREATION LEADER TO THE RIVERHEAD RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Call-In Assistant Recreation Leader- Sailing (Level 1) is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective July 25, 2011 and ending September 15<sup>th</sup>, 2011, this Town Board hereby ratifies the appointment of Jesse Realander to the position of Call-In Asst. Recreation Leader- Sailing (Level 2) to be paid the rate of \$10.45 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 597**

**APPOINTS A RECREATION SPECIALIST TO THE  
RIVERHEAD RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Recreation Specialist- Skateboarding (Level 1) is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective August 2nd, 2011, this Town Board hereby appoints Patrick Hoblin to the position of Recreation Specialist- Skateboarding (Level 1) to be paid the rate of \$20.00 per hour to the Recreation Department and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110598

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 598**

**APPOINTS A SEASONAL CLERK TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a Seasonal Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation facilities,

**NOW THEREFORE BE IT RESOLVED**, that effective August 2nd, 2011 and ending September 15<sup>th</sup>, 2011, this Town Board hereby appoints Jessica Rachubka to the position of Seasonal Clerk, to be paid the rate of \$14.00 per hour and

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 599**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 ENTITLED, "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. Parking prohibited.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the August 11, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 7<sup>th</sup> day of September, 2011 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101  
VEHICLES AND TRAFFIC  
ARTICLE V  
**Parking, Standing and Stopping**

**§ 101-10. Parking prohibited.**

The parking of vehicles is hereby prohibited in the locations as follows:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
<u>Ostrander Avenue</u>	<u>East</u>	<u>From its intersection with the southerly side of Route 58 to its intersection with the westerly entrance to the King Kullen Shopping Center</u>

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

Dated: Riverhead, New York  
August 2, 2011

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

**DIANE M. WILHELM, Town Clerk**

08.02.11 TABLED  
12.20.11 UNTABLED  
12.20.11 ADOPTED

08.02.2011  
110600

**TOWN OF RIVERHEAD**

**Resolution # 600**

**ADOPTS A LOCAL LAW TO AMEND 108 ENTITLED "ZONING OF THE CODE OF THE TOWN OF RIVERHEAD"**

Councilwoman Giglio 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 to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 6<sup>th</sup> day of July, 2011 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law to amend Chapter 108 entitled, "Zoning" 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 be and is hereby authorized to publish the attached notice of adoption once in the Riverhead News Review newspaper and to post same on the signboard at Town Hall; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

12.20.11

On a motion by Councilman Dunleavy, seconded by Councilman Wooten resolution #600 was **UNTABLED**

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes  
NO – 0

Immediately thereafter on a motion by Councilman Dunleavy, seconded by Councilman Wooten resolution #600 was **ADOPTED** with amendments

THE VOTE:

YES – 5 Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes  
NO – 0

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on December 20, 2011 as follows:

CHAPTER 108  
ZONING  
ARTICLE XX  
Subdivision Regulations

**§ 108-96 Minor Subdivision.**

**D. Application and Fee**

(5) Where the Planning Board deems it to be in the best interest of the residents of the Town of Riverhead to require the developer to establish recreational facilities to serve the residences created by the minor subdivision, and if the minor subdivision shall have insufficient or unsuitable land available within which to create recreational facilities, it shall require the developer to deposit a payment in the amount of ~~\$5,000~~ \$3,000 per each lot in the subdivision effective immediately. In lieu of a cash payment, the subdivider may post certificate of deposit or pass book in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or pass book is deposited, the fee of ~~\$5,000~~ \$3,000 shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures with the subdivision by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor. The amended fee of \$3,000 shall apply to all subdivisions which receive final plat approval after the effective date of this local law.

**§ 108-97 Major Subdivision.**

**(14) Park and playground sites.**

(c) Where the Planning Board deems it to be in the best interest to require the developer to deposit a payment, the amount to be paid shall be at the rate of \$3,000 per each lot in the subdivision effective immediately. In lieu of a cash payment, the subdivider may post certificate of deposit or passbook in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or passbook is deposited, the fee of \$3,000 shall be paid to the

Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures with the subdivision by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor. The amended fee of \$3,000 shall apply to all subdivisions which receive final plat approval after the effective date of this local law.

ARTICLE XXVI  
Site Plan Review

**§ 108-130 Review and Approval Required.**

(D) Park and playground sites.

(4) In cases where the Planning Board makes a finding as set forth herein that the proposed site plan presents a proper case for requiring a park, but the Planning Board determines that a suitable park site of adequate size cannot be properly located within the site plan, in whole or in part, the developer shall be required to pay a park fee in the sum of ~~\$5,000~~ \$3,000 per residential unit to the Town.

(5) The applicant may post a certificate of deposit or passbook in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or passbook is deposited, the fee of ~~\$5,000~~ \$3,000 shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures within the site plan by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor. The amended fee of \$3,000 shall apply to all site plans which receive final plat approval after the effective date of this local law.

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

Dated: Riverhead, New York August 2, 2011

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

08.02.2011  
110601

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 601**

**AMENDS RESOLUTION #486 of 2011**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, in accordance with Resolution #486 adopted on June 14, 2011, the Riverhead Town Board approved the Chapter 90 Application of the Riverhead Business Improvement District Management Association (BIDMA) for the purpose of conducting a "Mardi Gras Festival" to be held in the Peconic Riverfront parking area, between Peconic Avenue and McDermott Avenue, Riverhead, New York, on Saturday, August 6, 2011, between the hours of 12:00 noon and 11:00 p.m., having a rain date of Sunday, August 7, 2011; and

**WHEREAS**, by letter dated July 21, 2011, Ray Pickersgill, President of the Riverhead Business Improvement District Management Association (BIDMA) requested the amend the Chapter 90 Application previously filed to include the service of alcohol and food concessions at said event.

**NOW THEREFORE BE IT RESOLVED**, that the Riverhead Town Board hereby amends Resolution #486 to reflect that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event in or at locations by licensed alcohol service providers; and be it further

**RESOLVED**, that all other terms and conditions of Resolution #486 shall remain in full force and effect; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Business Improvement District Management Association, 1 East Main Street, S-4, Riverhead, New York, 11901; and be it further

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 602**

**AUTHORIZES THE EXECUTION OF AGREEMENT WITH AMY S. GREENE ENVIRONMENTAL CONSULTANTS, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead retained the services of VHB Engineering, Surveying and Landscape Architecture, P.C. to prepare an updated Comprehensive Reuse Plan for the 2,000 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant (NWIRP) at Calverton; and

**WHEREAS**, the agreement with VHB includes review and analysis of prior studies and existing conditions and site information regarding rare/endangered species; and

**WHEREAS**, the Department of Environmental Conservation (DEC) established a protocol for the evaluation of bird species at the EPCAL property and Amy S. Greene Environmental Consultants, Inc. in collaboration with the DEC conducted a survey of bird species present at the subject site and prepared a report detailing the work and findings; and

**WHEREAS**, Amy S. Greene Environmental Consultants, Inc. has submitted a proposal to provide the Town with the 2008 Bird Survey Data prepared for the EPCAL Grasslands site integral to review and analysis of existing conditions and site information related to rare/endangered species at a cost not to exceed \$7,500.00; and

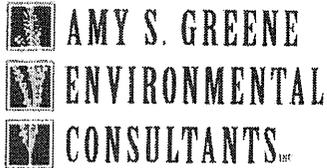
**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached proposal/agreement with Amy S. Greene Environmental Consultants, Inc.; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



*In Reply:* Please reference ASGECI #2968

July 12, 2011

Annemarie Prudenti  
Deputy Town Attorney  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**VIA ELECTRONIC MAIL ([prudenti@riverheadli.com](mailto:prudenti@riverheadli.com)) AND U.S. MAIL.**

Re: Proposal to Provide 2008 Bird Survey Data and Brief Report  
Riverhead – EPCAL Grasslands  
ASGECI Project #2968; Proposal #P9056

Dear Ms. Prudenti:

Amy S. Greene Environmental Consultants, Inc. (ASGECI) is pleased to submit this proposal to provide the Town of Riverhead with the 2008 Bird Survey Data prepared by our firm for the Riverhead – EPCAL Grasslands site. ASGECI will also provide a brief report of our findings.

#### **COST**

The fee for performance of the work outlined in this proposal will be a lump sum of \$7,500.00.

Invoices are due upon submission. If payments are delayed beyond 30 days, an additional charge of 1% will be added for each month or partial month (30 calendar days) to maximum of 12% per year.

Any additional work not specifically included in this proposal, such as performance of additional surveys, revisions to the report; attendance at meetings; preparation of additional reports, etc., is not included in the above fee. If required, these may be performed as extra work on a time and expenses basis in accordance with the attached billing rate sheet.

If this proposal is satisfactory to you, please sign both of the enclosed originals, return one original to our office and keep the other for your records.

This proposal covers present regulations. If regulations change, the scope and cost estimate are subject to revision. This proposal is valid for a period of one year from the submission date. If the duration of this project exceeds one year from the date of authorization, costs may be subject to escalation.

Annemarie Prudenti, Deputy Town Attorney  
Town of Riverhead  
ASGECI Project #2968; Proposal #P9056  
Page 2

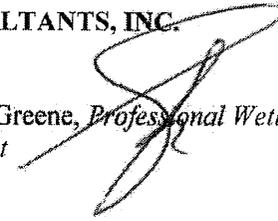
Please contact me at (908) 788-9676, *extension 12* or Tom Brodde of our staff at *extension 15*, if you have any questions.

Thank you for this opportunity to offer our services.

Very truly yours,

**AMY S. GREENE ENVIRONMENTAL  
CONSULTANTS, INC.**

*Amy S. Greene, Professional Wetland Scientist  
President*



ASG/dp

Enclosure

***Accepted By:***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Signature in Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<b>ASGECI Labor Category</b>	<b>Standard Hourly Rate</b>	<b>Employee</b>
Principal Ecologist	\$ 175.00	Amy S. Greene
Project Director	\$ 160.00	Thomas Brodde Douglas Freese William Romaine
Sr. Project Manager	\$ 145.00	Lynn Brass-Smith William Macholdt Paul Miller
Project Manager	\$ 115.00	Scott Angus Douglas Chabrak Max DeVane Jennifer LaStella Craig Metzgar Susan Quackenbush Sean Ronan Peter Scherr Aaron Schlechter Harry Strano
Sr. Environmental Scientist	\$ 100.00	David Brotherton Ann Ertman John Pabish
Environmental Scientist	\$ 90.00	Sarah Bray Kerri Quaglia
Environmental Technician	\$ 65.00	n/a
Technical Typist/Administrative	\$ 70.00	Brunilda Gillespie Allison Hudock Susan Kamich Deborah Poniatowski Rebecca Ronan Judith Smith
	Mileage	\$0.70 Per Mile
	CAD Terminal	\$15.00 Per Hour
	GPS Unit	\$105.00 Per Day
	Boat & Trailer	\$105.00 Per Day
	In-House Color Copies	\$0.85 Per Page
	In-House Xerox	\$0.15 Per Page
	Fax Transmittals	\$1.00 Per Page

Other Direct Expenses (postage, overnight delivery, outside reproduction, etc.) are billed at cost.

08.02.2011  
110603

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 603**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C. (AVZ) FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD JUSTICE COURT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead desires to retain the services of ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C. (AVZ) to prepare and complete an audit of the 2010 and 2011 financial statements for the Town of Riverhead Justice Court; and

**WHEREAS**, AVZ possess the requisite experience and expertise to perform the services required to audit the Town of Riverhead Justice Court's financial statements for the years ended December 31, 2010 and December 31, 2011; and

**WHEREAS**, pursuant to the proposed Professional Services Agreement between the Town and AVZ, AVZ will audit the financial statements of the Town's activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town of Riverhead Justice Court; and

**WHEREAS**, AVZ has agreed to the terms and provisions in the Professional Services Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with AVZ, in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the fee for the work to be provided for in the Agreement shall not exceed \$3,500.00 per year related to the services necessary to prepare and complete an audit of the 2010 and 2011 financial statements for the Town of Riverhead Justice Court and be it further;

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Albrecht, Viggiano, Zureck & Company, P.C., 25 Suffolk Court, Hauppauge, NY 11788-3715; the Town Attorney's Office 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the \_\_\_\_\_ of August, 2011 between the Town of Riverhead, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Albrecht, Viggiano, Zureck & Company, P.C. existing under the laws of the State of New York with a principal place of business at 25 Suffolk Court, Hauppauge, NY 11788 (hereinafter referred to as "Consultant").

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

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

During the term of this Agreement, Consultant shall furnish the Services set forth below as an independent contractor and not as an employee of Town. Consultant shall audit the financial statements of the cash collections and distributions of the Town of Riverhead Justice Court as of and for the years ended December 31, 2010 and December 31, 2011. In addition as required by generally accepted accounting standards, Consultant shall apply certain limited procedures to the Town of Riverhead's RSI in accordance with auditing standards consisting of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge Consultant obtained during the audit of the basic financial statements.

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

It is anticipated that Consultant shall commence work on the audit of year ending December 31, 2010 when this agreement is executed and work on the audit for year ending December 31, 2011 shall commence immediately upon completion of the previous mentioned audit and shall be completed in a timely manner.

### **3. PAYMENT**

For these services Town of Riverhead will pay Consultant a fee not to exceed \$3,500.00 (THREE THOUSAND FIVE HUNDRED DOLLARS and 00/100) for completion of audit for year ending December 31, 2010 and fee not to exceed \$3,500.00 (THREE THOUSAND FIVE DOLLARS and 00/100) for completion of audit for year ending December 31, 2011. The Town shall require the submission of monthly time records and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. The Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services set forth above.

### **4. RIGHTS TO DOCUMENTS OR DATA**

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and

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

#### 5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board, except to the extent that Consultant determines it necessary to retain the services of a third party to assist in the preparation of the audit Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 8. 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.

#### 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the

change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead Justice Court if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Roberta Morrissey, 210 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Albrecht, Viggiano, Zureck & Company, P.C. existing under the laws of the State of New York with a principal place of business at 25 Suffolk Court, Hauppauge, NY 11788.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

### 13. CONFLICT OF INTEREST

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

### 14. DISCLOSURE

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

### 15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. 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 the decision of Town.

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

TOWN OF RIVERHEAD

Albrecht, Viggiano, Zureck & Company, P.C.

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By:

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By:

**TOWN OF RIVERHEAD**

**Resolution # 604**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE R. REHN, CPA, FOR AUDIT SERVICES FOR TOWN OF RIVERHEAD PECONIC BAY COMMUNITY PRESERVATION FUND**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board of the Town of Riverhead desires to retain the services of George R. Rehn, CPA, to prepare and complete an audit of the 2010 and 2011 financial statements for the Town of Riverhead Peconic Bay Community Preservation Fund; and

**WHEREAS**, George R. Rehn, CPA, possess the requisite experience and expertise to perform the services required to audit the Town of Riverhead Peconic Bay Community Preservation Fund financial statements for the year ended December 31, 2010 and December 31, 2011; and

**WHEREAS**, pursuant to the proposed Professional Services Agreement between the Town and George R. Rehn, CPA, George R. Rehn, CPA, will audit the financial statements of the Town's activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town of Riverhead Peconic Bay Community Preservation Fund; and

**WHEREAS**, George R. Rehn, CPA, has agreed to the terms and provisions in the Professional Services Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with George R. Rehn, CPA, in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the fee for the work to be provided for in the Agreement shall not exceed \$4,000.00 per annual audit (two annual audits 2010 and 2011) related to services necessary to prepare and complete an audit of the financial statements of the Town of Riverhead Peconic Bay Community Preservation Fund for the years ending December 31, 2010 and December 31, 2011, and be it further;

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to George R. Rehn, CPA, 286 Main Street, East Setauket, NY 11733; the Town Attorney's Office 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the \_\_\_\_\_ of August, 2011 between the Town of Riverhead, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and George R. Rehn, Certified Public Accountant with a principal place of business at 286 Main Street, East Setauket, NY 11733 (hereinafter referred to as "Consultant").

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

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

During the term of this Agreement, Consultant shall furnish the Services set forth below as an independent contractor and not as an employee of Town. Consultant shall audit the financial statements of the cash collections and distributions of the Town of Riverhead Peconic Bay Community Preservation Fund as of and for the years ending December 31, 2010 and December 31, 2011. In addition as required by generally accepted accounting standards, Consultant shall apply certain limited procedures to the Town of Riverhead's RSI in accordance with auditing standards consisting of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge Consultant obtained during the audit of the financial statements. The audit objective, procedures and management responsibilities are set forth in Exhibits "A" (2010) and "B" (2011) and made a part hereof.

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

This Agreement shall commence immediately upon execution of this Agreement by the respective parties and shall be completed in a timely manner.

### **3. PAYMENT**

For these Services, the Town will pay Consultant a fee not to exceed \$4,000.00 (FOUR THOUSAND DOLLARS and 00/100) per annual audit for completion of audit for years ending December 31, 2010 and December 31, 2011. The Town shall require the submission of monthly time records and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. The Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services set forth above.

### **4. RIGHTS TO DOCUMENTS OR DATA**

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

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

#### 5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board, except to the extent that Consultant determines it necessary to retain the services of a third party to assist in the preparation of the audit Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 8. 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.

#### 9. CHANGES

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

Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: \_\_\_\_\_, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to George R. Rehn, Certified Public Accountant, 286 Main Street, East Setauket, NY 11788 .

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

#### 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product

or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

#### 14. DISCLOSURE

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

#### 15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. 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 the decision of Town.

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

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Sean M. Walter, Supervisor  
Town of Riverhead

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George R. Rehn, CPA

**TOWN OF RIVERHEAD**

**Resolution # 605**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT  
WITH JOHN H. HALL FOR SERVICES FOR CARE  
OF WELLS FAMILY CEMETERY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Wells Family Cemetery located on River Road in Calverton New York; and

**WHEREAS**, under Town Law section 291, the Town of Riverhead is responsible for removal of grass and weeds from said cemetery lands; and

**WHEREAS**, John H. Hall has offered to care for the Wells Family Cemetery grounds at no cost and expense to the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute an Agreement with John H. Hall at no cost and expense to the Town of Riverhead, in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to John H. Hall, 1412 Grundy Avenue, Holbrook, NY 11741-2112; the Town Attorney's Office and the Police Department; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

AGREEMENT FOR SERVICES

Agreement made this \_\_\_\_\_ day of August, 2011, by and between the Town of Riverhead, a Municipal Corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter "TOWN") and John H. Hall, residing at 1412 Grundy Avenue, Holbrook, New York 11741-2112 (hereinafter "HALL").

W I T N E S S E T H

WHEREAS, the Town is in need of an individual who can provide the maintenance of the Wells Family Cemetery located at River Road, Calverton, New York; and

WHEREAS, Hall has the expertise and has expressed willingness to render such services and the Town Board wishes to enter into a contract with him to provide these services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Hall, with his own equipment, shall maintain the Wells Family Cemetery at no cost to the Town of Riverhead.
2. The Town shall have no obligation to provide any equipment or services nor shall it be obligated to incur any expense in connection with maintenance of the Wells Family Cemetery during the term of this Agreement.
3. The Town and Hall shall have the right to terminate this Agreement upon notice to the other party at any time and for any reason. If this Agreement is terminated, Hall shall not be entitled to

compensation for any time expended and services provided under this Agreement.

4. Hall shall indemnify and hold the Town harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising out of his negligence either by omission or commission in providing the services intended under this Agreement.

5. 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 the Town, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed to Hall, it shall be addressed to 1412 Grundy Avenue, Holbrook, New York 11741-2112.

6. 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.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement as of the date and year first above written.

TOWN OF RIVERHEAD

By: \_\_\_\_\_  
SEAN WALTER, Supervisor

\_\_\_\_\_  
JOHN H. HALL

**TOWN OF RIVERHEAD**

**Resolution # 606**

**AWARDS BID FOR BUILDING DEPARTMENT RECONSTRUCTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town owned structure/building known and described as Town of Riverhead Building Department located at 201 Howell Avenue, Riverhead, New York, suffered severe damage as a result of a fire on April 16, 2010; and

**WHEREAS**, the fire caused damage to the roof, walls, floor; utilities and property contained in the building such that the building was not fit for use or occupancy; and

**WHEREAS**, the Building Administrator, Engineering Department, and Accounting Department conducted a physical inspection of the damage; prepared reports related to damage of the structure and infrastructure; evaluated repair, renovation and replacement of the structure and infrastructure; and finally, prepared and filed the necessary claims related to the damage; and

**WHEREAS**, the Town retained the professional engineering services of Jeffrey T. Butler, P.E., to prepare the construction plans and specifications required to competitively bid the project for reconstruction of 201 Howell Avenue; and

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for reconstruction of the building department; and

**WHEREAS**, bids were received, opened and read aloud on the 19<sup>th</sup> day of July, 2011 at 11:00 am at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders and the Town Clerk prepared an Open Bid Report annexed hereto and made a part hereof; and

**WHEREAS**, the Department Head of the Building Department and Engineering Department, together with Jeffery Butler, P.E., reviewed all documents related to the bid, bid opening report and bid responses and recommend that the Town Board make an award of the bid to Almas Construction; and

**NOW THEREFORE BE IT RESOLVED**, that the bid for building department reconstruction be and hereby is awarded to Almas Construction; and

**BE IT FURTHER RESOLVED**, the Town Clerk be and is hereby authorized to forward a copy of this resolution to Almas Construction, Sharon Klos-Department Head of the Building Department, Chief Engineer Ken Testa, and Jean Miloski of Personnel Department; and

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

**THE VOTE**

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

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, Gabrielsen, Giglio,  
Engineering, Sharon Klos, Jean Miloski

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

**DATE:** July 19, 2011

**RE:** Open Bid Report for Building Department Reconstruction

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5 bids with bid bonds were received and opened on July 19, 2011 at 11:00am:

ALMAS Construction 263 Rte 25A Wading River NY 11792 631 929-6831	\$403,300.00
Up Rite Construction of Long Island 493-11 Johnson Ave Bohemia NY 11716 631 617-6777	\$404,500.00
Irwin Contracting of Long Island 671 Old Willets Path Hauppauge NY 11788 631 434-8400	\$476,000.00
KJB Industries 14 Center Drive Riverhead NY 11901 631 727-5600	\$587,587.00
WJ Northridge Construction Corp 20 Railroad St Huntington Station NY 11746 631 421-1168	\$679,000.00

**TOWN OF RIVERHEAD**

**Resolution # 607**

**APPROVES THE CHAPTER 90 APPLICATION OF  
RIVERHEAD ELKS LODGE #2044  
(Lawn Mower Event and Children's Bicycle Races – September 18, 2011)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on May 12, 2011, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, September 18, 2011 between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, September 25, 2011; and

**WHEREAS**, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

**WHEREAS**, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

**WHEREAS**, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

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

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

**RESOLVED** that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, September 18, 2011, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, September 25, 2011, is hereby

approved subject to the conditions set forth herein; and be it further

**RESOLVED**, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

**RESOLVED**, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

**RESOLVED**, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

**RESOLVED**, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

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

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

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

**RESOLVED**, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 608**

**APPROVES THE CHAPTER 90 APPLICATION OF  
RIVERHEAD ELKS LODGE #2044  
(Lawn Mower Event and Children's Bicycle Races – October 30, 2011)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on May 12, 2011, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, October 30, 2011 between the hours of 12:00 noon and 4:00 p.m; and

**WHEREAS**, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

**WHEREAS**, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

**WHEREAS**, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured: and

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

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

**RESOLVED** that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, October 30, 2011, between the hours of 12:00 noon and 4:00 p.m., is hereby approved subject to the conditions set forth herein; and be it further

**RESOLVED**, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

**RESOLVED**, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

**RESOLVED**, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

**RESOLVED**, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

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

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

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

**RESOLVED**, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

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

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 609**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO AN AGREEMENT WITH MERCHANT SERVICES INC., DOING BUSINESS AS EVO MERCHANT SERVICES, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead wishes to afford the general public the ability to facilitate payment of various town fees, charges and other liabilities via internet and in-house credit card processing; and

**WHEREAS**, Merchant Services Inc., doing business as EVO Merchant Services Inc., is ready, willing and able to provide services to the general public to facilitate payment of various town fees, charges and other liabilities via in-house and internet credit card processing and presently provides the same services to town property tax payers.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached internet/in-house credit card processing addendum with Merchant Services Inc., doing business as EVO Merchant Services Inc.; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Jeff Rosenblatt, President, EVO Merchant Services Inc., 515 Broadhollow Road, Melville, New York 11747; the Town Clerk, Water District, Tax Receiver, Sanitation Department and the Office of the Town Attorney.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

# CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

## ADDENDUM No. 1

This "Addendum" made the \_\_\_\_\_ of \_\_\_\_\_, 2011 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Merchant Services, Inc., a corporation doing business as EVO Merchant Services existing under the laws of the State of New York with a principal place of business at 515 Broadhollow Road, Melville, New York, 11747 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

Consultant shall furnish the services set forth in the Agreement previously executed by the parties on December 29, 2009, including the attached Merchant Processing Agreement and Merchant Application attached thereto as "Schedule A" (collectively the "Merchant Agreement") to the following town departments, the terms and conditions of which are incorporated by reference and made a part hereof as if fully set forth in their entirety herein. Services to be performed by Consultant pursuant to this Addendum are to be rendered as an independent contractor and not as an employee of Town.

**Additional Town Departments:** Town Clerk, Water District, Building Department, Sanitation Department.

### ADDITIONAL TERMS:

Each of the additional town departments receiving the above referenced services shall separately pay a one-time Gateway activation fee of \$25.00. In addition, each town department shall pay a monthly Gateway Access Fee of \$5.00.

### 2. TERM OF ADDENDUM

This Addendum shall commence on the date stated above and terminate on December 1, 2011, unless terminated earlier as addressed herein.

### 3. PAYMENT

For these services, Town will pay Consultant at the rates addressed above. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in above. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the Agreement/Schedule "A". Consultant shall not charge the research fee referred to in Section 8(A) of the Merchant Agreement without Town's prior written consent.

#### 4. RIGHTS TO DOCUMENTS OR DATA

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

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

This Agreement may be terminated at any time for any reason by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. Consultant may terminate this Agreement immediately upon written notice to Town in the event Consultant determines that any potential risk of loss exists.

#### 8. RECORDS

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

#### 9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, request additional services or request the omission of services covered by this Agreement. In such event, the parties shall mutually agree upon a price for the revised services. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent

of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York; or (ii) to Consultant if mailed by certified mail, postage prepaid to EVO Merchant Services, 515 Broadhollow Road, Melville, New York, 11747, Attn: Peter S. Cohen, Esq. Any notice shall be deemed given on the date that it is received by the party to whom it is sent.

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. 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 gross negligence or willful misconduct of Consultant under this Agreement.

#### 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any

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

#### 14. DISCLOSURE

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

#### 15. DISPUTES

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

#### 16. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold Town harmless from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from performance of the work provided that such claim, damage, loss or expense is caused in whole or in part by the gross negligence or willful misconduct of Consultant, its employees, agents or representatives.

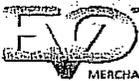
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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By: Sean M. Walter, Town Supervisor  
TOWN OF RIVERHEAD  
200 Howell Avenue  
Riverhead, New York 11901  
631-727-3200

---

By: Jeff Rosenblatt  
EVO MERCHANT SERVICES, INC.  
515 Broadhollow Road  
Melville, New York 11747  
631-869-6800



515 Broadhollow Road - Melville, NY 11747-8709  
 Phone 1.800.CARDSWIPE • Fax (516) 479-9020  
 www.goevo.com

**SCHEDULE A**

Merchant # \_\_\_\_\_  
 New Location  Additional Location  
 Sales Office/ISO # \_\_\_\_\_ Location # \_\_\_\_\_ of \_\_\_\_\_

**MERCHANT APPLICATION**

BUSINESS NAMES

Legal Name: <b>Town of Riverhead - Office of the Town Clerk</b>	DBA Name:
Legal Address: <b>200 Howell Ave.</b>	DBA Address (no PO Box):
Legal City, State, Zip: <b>Riverhead, NY 11901</b>	DBA City, State, Zip:
Legal Phone #: <b>631-727-3200</b> Contact: <b>Diane Wilhelm</b>	DBA Phone # (non-mobile is preferred):
Cust. Svc. # (if different):	Website Address: <b>www.riverheadli.com</b>
Fax #:	Email Address (required to receive E-statement availability notification):

MERCHANT PROFILE

Type of Ownership:  Sole Proprietor  Partnership  Not For Profit  Corporation  Limited Liability Company

Type of Goods or Services Sold: **Vital Records, Marriage, Death and Dog Licenses, etc** SIC Code: \_\_\_\_\_

Do you currently process Credit Cards? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, submit three current months' processing statements	Processing Profile: <input type="radio"/> Retail <input type="radio"/> Restaurant <input type="radio"/> Lodging <input type="radio"/> Service <input type="radio"/> Mail/Telephone Order <input checked="" type="radio"/> eCommerce	Card Swiped _____ % Manual Key Entry with Imprint, Card Present with Signature _____ % Mail/Telephone Order _____ % eCommerce <b>100</b> %
Name of current processor:	TOTAL MUST EQUAL 100%	

Has Merchant or any associated principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy?  No  Yes  
If yes, date filed: \_\_\_\_\_

Federal Tax # (9 digits, no dashes): \_\_\_\_\_ # of Locations: **1** Years in Business: \_\_\_\_\_ Years Owned Business: \_\_\_\_\_  
 Bank Name: \_\_\_\_\_ Routing #: \_\_\_\_\_ Checking Account #: \_\_\_\_\_ Bank Phone # (10 digits, no dashes): \_\_\_\_\_

**MEMBER BANK INFORMATION**

HSBC Bank USA, National Association, Merchant Support Group  
 P. O. Box 3263, Buffalo, NY 14240 716-841-6360

**IMPORTANT MEMBER BANK RESPONSIBILITIES**

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

**IMPORTANT MERCHANT RESPONSIBILITIES**

1. Merchant must ensure compliance with cardholder data security and storage requirements.
  2. Merchant must maintain fraud and chargebacks below thresholds.
  3. Merchant must review and understand the terms of the Merchant Agreement.
  4. Merchant must comply with Visa Operating Regulations.
- The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.

\*\*\*\*\* Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you (merchant) must validate PCI DSS compliance (see #1(b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.\*\*\*\*\*

1. Have you ever experienced an Account Data Compromise ("ADC")?  Yes  No If yes, provide date of compromise: \_\_\_\_\_  
 a) Have you validated PCI DSS compliance?  Yes  No If yes, go to #1(b); if no, go to #2  
 b) Date of compliance, Report on Compliance ("ROC") or Self Assessment Questionnaire ("SAQ"):  
 c) What is the name of your Qualified Security Assessor ("QSA")? \_\_\_\_\_ or SAQ (circle one): A, B, C, or D  
 d) Date of last scan: \_\_\_\_\_ Approved Scanning Vendor's name: \_\_\_\_\_
2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")?  Yes  No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number ("FCN"), electronically?  Yes  No  
 a) If yes, where is card data stored?  Merchant's location only  Primary Service Provider  Other Service Provider:  
 Merchant's Headquarters/Corp office only  Both Merchant and Service Provider(s)  All Apply
4. What Primary Service Provider/Software Developer did you purchase your POS application from (i.e., software, gateway)? **Systems East**  
 a) What is the name of the Service Provider/Software Developer's application? \_\_\_\_\_ Software Version #: \_\_\_\_\_  
 b) Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)?  Yes  No  
 c) If yes, name the other Service Provider: \_\_\_\_\_

(Individual Ownership Must be Equal to or Greater than 50%)

Name:	Title:	Date of Birth:	Social Security #:	% Equity Ownership:
Residence Address:	City:	State:	Zip:	# yrs: Home Phone #: Driver's Lic. #: ST:

Name:	Title:	Date of Birth:	Social Security #:	% Equity Ownership:
Residence Address:	City:	State:	Zip:	# yrs: Home Phone #: Driver's Lic. #: ST:

(To Be Completed by Sales Representative)

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_  
 Area Zoned:  Commercial  Industrial  Residential Is inventory/merchandise amount consistent with type of business?  Yes  No  
 If No, explain: \_\_\_\_\_  
 The Merchant:  Owns  Leases the Business Premises Landlord Name & Phone #: \_\_\_\_\_  
 Does the Merchant use a Fulfillment House?  Yes  No If yes, was the Fulfillment House inspected?  Yes  No  
 Further comments by Inspector (required): \_\_\_\_\_

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.  
 Verified and Inspected by: \_\_\_\_\_ Merchant Initials (required) **(Signature)**  
 Representative Print Name **Patrick F. Hayes** Representative Signature **(Signature)** Date: **7/22/11**  
 EVO IS A REGISTERED SERVICE MARK OF MERCHANT SERVICES, INC.

CARDHOLDER STORAGE COMPLIANCE & SERVICE PROVIDER

OWNER(S) OR OFFICERS

MERCHANT SITE SURVEY REPORT

RATE SCHEDULE

<input type="radio"/> INTERCHANGE PLUS	<input checked="" type="radio"/> DISCOUNT RATE		
Visa / MasterCard / Discover Credit Card Discount Rate:	2.00 %	Visa / MasterCard / Discover Offline Debit Discount Rate:	2.00 %
American Express Discount Rate*:	%	Monthly Minimum:	<del>\$20.00</del>
Transaction Fee:	.15 Per Item	EBT Transaction Fee:	0 Per Item
Offline Debit Transaction Fee:	Per Item	Gift Card / Loyalty Card Transaction Fee:	0 Per Item
Debit Transaction Fee (Plus Debit Network Fees):	Per Item	Voice Authorization Fee:	\$ 1.50 Per Call
Visa Authorization/Settlement Network Access/Usage Fee:	\$ 0.03 Per Item	Annual Fee (billed in advance for the following year):	<del>\$70.00</del> Per Year
MasterCard Authorization/Settlement Network Access/Usage Fee:	\$ 0.02 Per Item	ACH Reject Fee:	\$25.00 Per Item
Discover Authorization/Settlement Network Access/Usage Fee:	\$ 0.02 Per Item	Retrieval Fee:	\$10.00 Per Item
Bank Service Fee:	0 Monthly	Chargeback Fee:	\$25.00 Per Item
AVS Surcharge:	\$ 0.05 Per Item	<input type="radio"/> EVO Supply/Replacement Program (optional):	<del>\$ 0.50</del> Monthly
Batch Fee:	<del>\$ 0.35</del> Per Batch	<input type="radio"/> Each Additional Terminal Quantity: _____	<del>\$ 4.75</del> Monthly
Split Batch Fee (additional):	\$ 0.10 Per Batch	Gateway Activation Fee:	25.00 One Time
Wireless Activation Fee:	<del>\$20.00</del> One Time	Gateway Access Fee:	<del>10.00</del> Monthly
Wireless Access Fee:	<del>\$17.00</del> Monthly	eCommerce / Gateway Item Fee:	\$ 0.05 Per Item
Wireless Item Fee:	<del>\$ 0.05</del> Per Item	MICROS Transaction Fee (if applicable):	<del>\$ 0.05</del> Per Item

I/We understand and agree to the following: 1) Discount rate as stated above will be charged on "Qualified Rate" transactions. Qualified Rate transactions are defined as electronically authorized and swiped transactions that are batched and closed daily. In addition, sales volume may be charged for Association dues and assessments at a rate of up to 0.11%. 2) All lodging, car rental, small ticket, convenience and Express Services transactions may have a surcharge of up to 0.49% added to the Qualified Rate. 3) Discover transactions may have a surcharge of up to 0.50% added to the Qualified Rate. 4) A "Mid-Qualified" surcharge of up to 1.48% + \$0.20 will be added to the Qualified Rate under the following circumstances: a) Cardholder and card present at merchant's point of sale device, key entered, signature obtained, Address Verification Service ("AVS") with full match of billing zip code, settled within three days of authorization; settle amount must equal authorized amount; b) Card not present, single authorization only, order number required, AVS with full match of billing zip code, settled within two days of authorization, settle amount must equal authorized amount; c) Certain Discover, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card transactions. 5) A "Non-Qualified" surcharge of up to 1.98% + \$0.20 may be added to the Qualified Rate for transactions that do not meet the requirements stated above and may also apply to transactions on Bus, Corp, Intl, Purch, & Comm Cards; T & E, Mail/Telephone, e-Commerce, certain Discover, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card. 6) If Interchange/Cost Plus: All transactions will be assessed the current, published interchange rates, dues, and assessments in addition to the basis points as stated above. The published rates for Visa and MasterCard can be viewed at: www.visa.com and www.mastercard.com. 7) Merchants may be charged a Cross Border transaction assessment of up to 1.00%, in addition to the applicable rate, on transactions when the country code of the Card Issuer differs from the country code of the Merchant. 8) On international transactions Merchants may be charged a rate of up to 0.55% for Visa's International Acquirer Fee, Maestro U.S. and MasterCard's Acquirer Program Support Fee and Discover's International Service Fee and International Processing Fee. 9) POS high-speed processing and/or gateway activation may be subject to a one time set up fee of up to \$100.00, depending on provider. 10) ~~As early closure fee of \$250.00 will be paid to MSI if the Merchant Processing Agreement is not terminated in accordance with the Terms and Conditions.~~ 11) Merchant will also be assessed the following fees on Visa transactions: the Visa Misuse of Authorization System Fee, which will be assessed on authorizations that are approved but not settled in a timely manner; the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that do not correspond to a valid authorization within the prior 30 days; and the Visa Zero Dollar Verification Fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization. These fees of up to \$0.10 per transaction will be displayed as separate items on Merchant's monthly statement and may include fees assessed by both the applicable card association and Bank or Global.

\* American Express Fees: Retail: \$0.10 transaction fee; Services, Wholesale and All Other: \$0.15 transaction fee.  
 \*\* A .30% CNP fee will be charged for any transaction where the Card is not presented at the time of the transaction.

**AMERICAN EXPRESS:** I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement", which is available at www.goexp.com), and that all information provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be enrolled, either in AXP's OnePoint® program for MSI to perform services for AXP or for AXP's standard Card acceptance program which has different servicing terms. I understand that if the entity does not qualify for the OnePoint program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entities in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

**INVESTIGATIVE CONSUMER REPORT:** An investigative or consumer report may be made in connection with application. MERCHANT authorizes ANY PARTY TO THE AGREEMENT or any of their agents to investigate the references provided or any other statements or data obtained from MERCHANT, and from any of the undersigned personal guarantor(s), or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

**BANK CARD:** AVERAGE TICKET SIZE: \$ 50.00 HIGHEST TICKET SIZE: \$ 5,000.00 MONTHLY VOLUME: \$ 20,000.00  
**AMEX:** AVERAGE TICKET SIZE: \_\_\_\_\_ HIGHEST TICKET SIZE: \_\_\_\_\_ MONTHLY VOLUME: \_\_\_\_\_

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4.C, 9 and 13.B of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT. \*Highest ticket for informational purposes only.

**IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. MSI, GLOBAL, and BANK shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of MSI, GLOBAL, and BANK. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing.

**FOR ALL CORPORATIONS CORP. RESOLUTION** - The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the herewithin named corporation. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

As a primary inducement to MSI, Bank and Global to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to MSI, Bank and Global under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and MSI, Bank and Global, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that MSI, Bank and Global may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by MSI, Bank and Global or Merchant. Guarantor(s) waive trial by jury with respect to any litigation arising out of or relating to this personal guaranty. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of MSI, Bank and Global. Guarantor(s) understand that the inducement to MSI, Bank and Global to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

**AGREED AND ACCEPTED**

X \_\_\_\_\_  
 #1 From Application—Signature Date

X \_\_\_\_\_  
 #2 From Application—Signature Date

If Merchant submits a transaction hereunder, Merchant will be deemed to have accepted the Terms and Conditions of the Merchant Processing Agreement. For Merchants who have elected to accept the American Express Card, the submission of an American Express Card transaction will be deemed to be an acceptance of the American Express Card Acceptance Agreement and the above American Express provisions.

John Kenneth Wilhelm 7/22/2011  
 #1 From Application—Signature Date

X \_\_\_\_\_  
 #2 From Application—Signature Date

X \_\_\_\_\_  
 Accepted by Merchant Services, Inc. d/b/a EVO

X \_\_\_\_\_  
 Accepted by HSBC Bank USA, National Association

X \_\_\_\_\_  
 Accepted by Global Payments Direct, Inc.

**EQUIPMENT/ADDITIONAL SERVICES**

Equipment:  Purchase from MSI  Reprogram Merchant's existing equipment

If purchase, choose equipment:  Terminal  Printer  PINPad  Software  Other: \_\_\_\_\_

Ship equipment to:  Merchant  ISO  Other: \_\_\_\_\_ Ship to:  Commercial  Residential

Choose shipment method:  Overnight  2nd Day  Ground

Must choose one:  Starter Kit  Starter Package (includes manual imprinter)

If lease, indicate:  LSI  Other: \_\_\_\_\_

**TERMINAL TYPE:**

<input type="radio"/> NURIT 3020 (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 LE	<input type="radio"/> HYPERCOM T7 Plus
<input type="radio"/> NURIT 2085 (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 IP	<input type="radio"/> HYPERCOM T4210 (repro only)
<input type="radio"/> NURIT 2085+ (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 (repro only)	<input type="radio"/> HYPERCOM T4220 (repro only)
<input type="radio"/> NURIT 8320 (repro only) <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> OMNI 3740 (repro only) <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> HYPERCOM T7P (repro only) <input type="radio"/> FRICTION <input type="radio"/> THERMAL
<input type="radio"/> NURIT 8320 Lite (repro only)	<input type="radio"/> OMNI 3750 (repro only) <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> HYPERCOM T77 (repro only) <input type="radio"/> FRICTION <input type="radio"/> THERMAL
<input type="radio"/> NURIT 8400 <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> INGENICO 5100 (repro only) <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> EVO Charge
<input type="radio"/> NURIT 8400 Lite	<input type="radio"/> INGENICO Aqua	<input type="radio"/> PC Charge
<input type="radio"/> VERIFONE VX570 <input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> DEJAVOO X5 (repro only)	<input type="radio"/> Payware
	<input type="radio"/> DEJAVOO X8 IP	<input type="radio"/> PC Software (repro only): _____
		<input type="radio"/> Other: _____

**WIRELESS TERMINAL TYPE: (NOTE: NEW MSI SIM CARD REQUIRED FOR ALL GPRS REPROGRAMS)**

Way MTT 15XX Wireless Combo (repro only) S/N \_\_\_\_\_ KIT/MTT/SIM# \_\_\_\_\_

Way 5000 Wireless Combo S/N \_\_\_\_\_ KIT/MTT/SIM# \_\_\_\_\_

NURIT 8000 Wireless (GPRS) (repro only) S/N \_\_\_\_\_

NURIT 8000 Wireless (RAM) (repro only) S/N \_\_\_\_\_ MAN/ESN# \_\_\_\_\_

NURIT 8010 Wireless (GPRS) (repro only) S/N \_\_\_\_\_

NURIT 8020 Wireless (GPRS) S/N \_\_\_\_\_

DEJAVOO M3 S/N \_\_\_\_\_

Other: \_\_\_\_\_

**GATEWAY:**  EVO Authorize.Net  EVO PayPal (choose one):  PayFlow Pro  PayFlow Link

Global Transport  Other: \_\_\_\_\_

Gateway Administrator email address (required): cdrelinger@nercc.org

By signing this application it is agreed that MSI shall not be held responsible for (a) any wireless terminal repairs or (b) providing a replacement wireless terminal due to equipment failure. The terminal manufacturer shall handle all wireless terminal repairs and replacements. I also understand that due to the complexity of these wireless terminals, the manufacturer may not be able to provide a replacement while completing repairs. In addition, I further agree that a wireless terminal is NOT covered by participation in the EVO Supply/Replacement Program. MSI will not be responsible for any problems with the wireless services provided pursuant to this agreement. See Rate Schedule for Wireless Fees. Fees are subject to change.

**TERMINAL APPLICATION:**  WITH TIPS  WITHOUT TIPS  LODGING  MOTO  QPS

Merchant Refund Policy:  No Refund  Exchange Only  In-Store Credit Only

**PINPAD TYPE:**  HYPERCOM PINPad S9 PCI (repro only)  HYPERCOM PINPad P1300  HYPERCOM PINPad 1320 (EVO Charge)

INGENICO PINPad 3010 (repro only)  VERIFONE PINPad 1000SE

**CHECK EQUIPMENT:**  MAGTEK Reader  MAGTEK Imager  RDM Imager  Other: \_\_\_\_\_

**ACCESSORIES:** MAGTEK Mini Swipe Card Reader USB (choose one):  Authorize.Net  EVO Charge  PC Charge  Payware

Equipment selection may be subject to availability/processing requirements.

**ADDITIONAL SERVICES:**

EVO Check Advantage\* List Existing Merchant #: \_\_\_\_\_

Other Check Service: \_\_\_\_\_ List Existing Merchant #: \_\_\_\_\_

MasterCard PayPass™/Visa payWave  Merchant's Capital Access\*

Other Card Types: NEW EXISTING LIST EXISTING MERCHANT NUMBERS

<input type="radio"/> AMERICAN EXPRESS	<input type="radio"/>	<input type="radio"/>	_____	<input type="radio"/> ESA	<input type="radio"/> OnePoint (default if none checked)
<input type="radio"/> EBT*	N/A	N/A	Existing FCS #: _____		
<input type="radio"/> DEBIT	N/A	N/A	Supplied by EVO		
<input type="radio"/> GIFT*	N/A	N/A	Supplied by EVO		
<input type="radio"/> LOYALTY*	N/A	N/A	Supplied by EVO		
<input type="radio"/> VOYAGER*	<input type="radio"/>	N/A	Supplied by EVO		
<input type="radio"/> WRIGHT EXPRESS*	<input type="radio"/>	N/A	Supplied by EVO		

Upon Approval of Visa/MasterCard/Discover processing, allow 48-72 hours for new non-bankcard(s) to be added.  
\*Addendum/Application Required

**SPECIAL INSTRUCTIONS (requests are subject to management approval, please print clearly):**

Request change of ownership. Existing MID number to close: \_\_\_\_\_

Request to pick up equipment/starter kit at EVO Melville. \_\_\_\_\_

Other: \_\_\_\_\_

Merchant elects to receive monthly merchant account statements via U.S. Mail to: \_\_\_\_\_  
 Legal Address or  DBA Address

# Xpress-pay.com

## Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal eCommerce Solution offered by Systems East, Inc. Your enrollment allows you to collect any type of bill or payment, over the counter or over the Internet, twenty-four hours every day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers of participation, you agree to include a link on your web site and provide a notice on bills. To facilitate Internet payments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms of services and policies may be viewed at [www.xpress-pay.com/admin/pdfs/enrollment\\_policies.pdf](http://www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf).

Merchant legal name	Town of Riverhead - Office of Town Clerk		
Merchant DBA name			
Contact name & telephone (person responsible for account setup)	Name Diane Wilhelm	Telephone number (631) 727-3200	Best time to call 8-5
Contact email			
Complete billing address	2400 Howell Ave. Riverhead, NY 11901		
Systems East representative	Patrick F. Hayes		
ISV (if applicable)			
Gateway and fee billing account information	Federal tax ID#	Bank routing#	Bank account#
Enrollment/renewal pricing	Enrollment fee: \$ 0		Annual renewal fee: \$ 0
Number of swipe readers	0 units at \$100 each (USB device, cable included)		
Electronic check option	<input type="checkbox"/> Also accept electronic checks (eChecks)		
Telephone payments (IVR)	<input type="checkbox"/> Also accept voice payments (add \$150 setup plus \$1.00 per payment)		
Special instructions			

### Processing structure

Interface type	<input type="checkbox"/> Standalone <input type="checkbox"/> Shopping cart		
For shopping cart interface, software provider technical contact name and telephone	Name	Telephone number	

## **Xpress-pay.com** enrollment profile

### Credit/debit card fee structure: Check one and complete all empty boxes in column

#	Option → Component ↓	<input type="checkbox"/> Pass through ①	<input checked="" type="checkbox"/> Split charge ②	<input type="checkbox"/> Split fee ③	<input type="checkbox"/> Absorbed by merchant ④
1	Transaction costs borne by merchant	Downgrades	None (fixed merchant discount rate/fees required)	All merchant fees	All merchant fees plus site fee
2	Transaction costs borne by visitor	Base discount rate, transaction fees, site fee	All (discounts, per transaction fees, and site fee)	Site fee	None
3	Merchant provider credit/debit discount rate	% (base rate)	2.0 % (fixed rate required)	% (base rate)	2.30 % (base rate)
4	Bank card per-transaction fee	\$ per transaction	\$ .15 per transaction	\$ per transaction	\$ .15 per transaction
5	Visa Authorization & Network Access fee	\$0.03 per transaction	\$0.03 per transaction	\$0.03 per transaction	\$0.03 per transaction
6	eCommerce gateway per-transaction fee	\$ per transaction	\$ .05 per transaction	\$ per transaction	\$ 0.05 per transaction
7	Gateway one-time activation fee	\$25.00	\$25.00	\$25.00	\$0.00
8	Gateway monthly access fee	\$10.00	<del>\$7.50</del> 5.00	\$10.00	\$10.00
9	Xpress-Pay account maintenance fee	\$0 per month	\$10.00 per month	\$0 per month	\$0 per month
10	Xpress-pay site fee percentage	0.7%	0.50%	0%	0%
11	Xpress-pay per transaction site fee	\$0.25	\$0.40	\$2.50	\$0.50

### eCheck fee structure (if applicable per page one)

12	eCheck per transaction fee	\$0.47	\$0.47	\$0.47	\$0.47
13	Xpress-pay per-transaction fee	\$2.03	\$2.03	\$2.50	\$1.45
14	Gateway monthly access fee	\$5.00 per month	\$5.00 per month	\$5.00 per month	\$5.00 per month

**Notes:** For option ①, complete lines 3, 4, 6, or for option ②, complete lines 3, 4, 6, 7, and 8, using the information in the merchant account application

Definitions for options ① through ④ are on the following page.

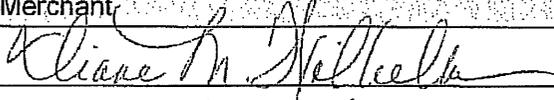
## **Xpress-pay.com enrollment acceptance**

- ① Single charge to visitor, all payment proceeds to merchant; merchant is subsequently billed by the merchant provider for all merchant fees and by Systems East for Xpress-Pay fees.
- ② **Fixed discount rate and per transaction fee required.** Bill proceeds to merchant, site fee (billed as separate charge to visitor) to Systems East. Systems East pays all merchant discounts and transaction fees. Systems East will subsequently bill merchant for all merchant fees excluding merchant discounts and transaction fees. These additional fees may include, but are not necessarily limited to, initial account setup fees or recurring monthly statement fees as stated on page two; chargeback processing fees, PCI compliance fees, early termination fee, annual fees, and one-time or other fees as assessed by the merchant provider. Systems East billings for fixed-fee monthly items will be on a quarterly basis at the beginning of the quarter to which they apply. **Note:** For municipal and insurance sectors only.
- ③ Bill proceeds to merchant, site fee (billed as separate charge to visitor) to Systems East. Merchant is subsequently billed by the merchant provider for all merchant fees. This is the typical rate structure for commercial entities.
- ④ Visitor pays exact amount due to merchant with no site fee, all payment proceeds to merchant. Merchant is subsequently billed by the merchant provider for all merchant fees and by Systems East for the Xpress-pay site fees.

**Additional terms and conditions:**

- Public awareness is an imperative in the success of this eCommerce endeavor. As a component of your acceptance, you agree to place a prominent "Pay bills online" link including the Xpress-Pay.com logo (as above and in perspective) on the home page of your web site, and to provide notification and a URL (Pay online at [www.yourwebsite.com](http://www.yourwebsite.com)) on printed bills.
- Fees accrued pursuant to this agreement will be automatically deducted from the bank account specified on page two hereof on either a monthly or quarterly basis.
- If the option to accept telephone payments is not selected at the time of execution of this agreement, you may add the option at any later date through a written or emailed notification for the cost set forth herein.

### Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	DIANE M. Wilhelm
Title	Town Clerk
Date	7/22/2011

**Instructions to enrollee:** Please return to your sales representative

**Instructions to sales representative:** Please send this agreement to Systems East by:

- Email as a PDF to [enrollments@xpress-pay.com](mailto:enrollments@xpress-pay.com), or
- Fax to (607) 753-1047

## Client Profile (page 1 of 3)

### Demographic Information

Owner or corporation name	Town of Riverhead - Office of the Town Clerk
DBA name (if different)	
Structure (check one)	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability corporation (LLC) <input type="checkbox"/> S corporation <input type="checkbox"/> C corporation
Physical address City, state, zip code	200 Howell Ave. Riverhead, NY 11901
Billing address (if different) City, state, zip code	
Office telephone number	(631) 727-3200
Customer service number	
Fax number	
Number of employees	
Longevity	Years established: Years under current ownership:
Federal tax ID number	
Web site address (URL)	www.riverheadli.com

### First Responsible Party (person to have jurisdiction over the merchant account)

Name and title	
Email address	
Date of birth, percentage of ownership	DOB: _____ %: _____
Home address, city, state, and zip code	
Ownership & length	<input type="checkbox"/> Owned or <input type="checkbox"/> rented for _____ years
Social security number	
Driver's license	State: _____ Number: _____ Issue date: _____ Expiration date: _____
Have you ever declared bankruptcy?	<input type="checkbox"/> No <input type="checkbox"/> Yes, in _____ (year)
Are you currently involved in any pending legal actions?	<input type="checkbox"/> No <input type="checkbox"/> Yes (attach description)

## Client Profile (page 2 of 3)

**Second Responsible Party: Please complete these items if your firm is a partnership or corporation in which the first responsible party (above) has an interest of 50% or less**

Name and title	
Email address	
Date of birth, percentage of ownership	DOB: _____ %: _____
Home address, city, state, and zip code	
Ownership & length	<input type="checkbox"/> Owned or <input type="checkbox"/> rented for _____ years
Social security number	
Driver's license	State: _____ Number: _____ Issue date: _____ Expiration date: _____
Have you ever declared bankruptcy?	<input type="checkbox"/> No <input type="checkbox"/> Yes, in _____ (year)
Are you currently involved in any pending legal actions?	<input type="checkbox"/> No <input type="checkbox"/> Yes (attach description)

### Financial institution information for account to receive proceeds from payments

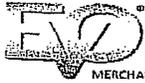
Bank account type (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank name	
Bank contact person	
Bank address	
Bank area code and telephone number	
9-digit bank routing# (see image below)	
Bank account# (see image below)	
Sample from the bottom left of a typical check. It is provided to assist you in ascertaining the routing and account numbers required above.	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>Checking Account</b></p> <p style="text-align: center; margin: 0;">⑆12002024⑆ 87884 884⑆ 7554</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px;">Bank Routing Number</div> <div style="border: 1px solid black; padding: 2px;">Bank Account Number</div> </div> </div>

## Client Profile (page 3 of 3)

### Additional information

Types of bills to be collected (insurance premium, taxes, rent, utilities, parking tickets, etc.)	Vital Records, Marriage, Death and Dog Licenses etc.
Do you currently accept credit/debit cards?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, merchant provider name (also please provide two most recent statements)	
Email address to receive payment notifications	WILHELM@RIVERHEADLI.COM

SCHEDULE A



515 Broadhollow Road • Melville, NY 11747-3709
Phone 1.800.CARDSWIPE • Fax (516) 479-9020
www.goEVO.com

Merchant #

New Location Additional Location

Sales Office/ISO #

Location # of

MERCHANT APPLICATION

BUSINESS NAMES

Legal Name: Town of Riverhead - Water Dept.
DBA Name:
Legal Address: 200 Howell Ave.
DBA Address (no PO Box):
Legal City, State, Zip: Riverhead, NY 11901
DBA City, State, Zip:
Legal Phone #: 631-727-3200 Contact: Maryann Wowak-Heilbrunn
DBA Phone # (non-mobile is preferred):
Cust. Svc. # (if different):
Website Address: www.riverheadli.com
Fax #:
Email Address (required to receive E-statement availability notification):

MERCHANT PROFILE

Type of Ownership: Sole Proprietor Partnership Not For Profit Corporation Limited Liability Company
Type of Goods or Services Sold: Water Supply for Township
SIC Code:
Do you currently process Credit Cards? Yes No
Processing Profile: Retail Restaurant Lodging Service Mail/Telephone Order eCommerce
Card Swiped Manual Key Entry with Imprint, Card Present with Signature Mail/Telephone Order eCommerce
Name of current processor:
Has Merchant or any associated principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? No Yes
If yes, date filed:
Federal Tax # (9 digits, no dashes):
# of Locations: 1 Years in Business: Years Owned Business:
Bank Name: Routing #: Checking Account #: Bank Phone # (10 digits, no dashes):

MEMBER BANK INFORMATION
HSBC Bank USA, National Association, Merchant Support Group
P. O. Box 3263, Buffalo, NY 14240 716-941-6360

IMPORTANT MEMBER BANK RESPONSIBILITIES

- 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

- 1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargebacks below thresholds.
3. Merchant must review and understand the terms of the Merchant Agreement.
4. Merchant must comply with Visa Operating Regulations.
The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.

\*\*\*\* Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you (merchant) must validate PCI DSS compliance (see #1(b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant. \*\*\*\*

- 1. Have you ever experienced an Account Data Compromise ("ADC")? Yes No If yes, provide date of compromise:
a) Have you validated PCI DSS compliance? Yes No If yes, go to #1(b); if no, go to #2
b) Date of compliance, Report on Compliance ("ROC") or Self Assessment Questionnaire ("SAQ"):
c) What is the name of your Qualified Security Assessor ("QSA")? or SAQ (circle one): A, B, C, or D
d) Date of last scan: Approved Scanning Vendor's name:
2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")? Yes No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number ("FCN"), electronically? Yes No
a) If yes, where is card data stored? Merchant's location only Primary Service Provider Other Service Provider:
Merchant's Headquarters/Corp office only Both Merchant and Service Provider(s) All Apply
4. What Primary Service Provider/Software Developer did you purchase your POS application from (i.e., software, gateway)? Systems East
a) What is the name of the Service Provider/Software Developer's application? Software Version #:
b) Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)? Yes No
c) If yes, name the other Service Provider:

(Individual Ownership Must be Equal to or Greater than 50%)
Name: Title: Date of Birth: Social Security #: % Equity Ownership:
Residence Address: City: State: Zip: # yrs: Home Phone #: Driver's Lic. #: ST:
Name: Title: Date of Birth: Social Security #: % Equity Ownership:
Residence Address: City: State: Zip: # yrs: Home Phone #: Driver's Lic. #: ST:

(To Be Completed by Sales Representative)
Merchant Location: Retail Location with Store Front Office Building Residence Other:
Area Zoned: Commercial Industrial Residential Is inventory/merchandise amount consistent with type of business? Yes No
If No, explain:
The Merchant: Owns Leases the Business Premises Landlord Name & Phone #:
Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No
Further comments by Inspector (required):

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.
Merchant Initials (required)
Representative: Patrick F. Hayes Representative Signature: Date: 7/22/11

RATE SCHEDULE

INTERCHANGE PLUS  DISCOUNT RATE

Visa / MasterCard / Discover Credit Card Discount Rate:	<u>2.00</u>	%	Visa / MasterCard / Discover Offline Debit Discount Rate:	<u>2.00</u>	%
American Express Discount Rate*:		%	Monthly Minimum:	<del>\$20.00</del>	Monthly
Transaction Fee:	<u>.15</u>	Per Item	EBT Transaction Fee:	<u>0</u>	Per Item
Offline Debit Transaction Fee:		Per Item	Gift Card / Loyalty Card Transaction Fee:	<u>0</u>	Per Item
Debit Transaction Fee (Plus Debit Network Fees):		Per Item	Voice Authorization Fee:	<u>\$ 1.50</u>	Per Call
Visa Authorization/Settlement Network Access/Usage Fee:	<u>\$ 0.03</u>	Per Item	Annual Fee (billed in advance for the following year):	<del>\$70.00</del>	Per Year
MasterCard Authorization/Settlement Network Access/Usage Fee:	<u>\$ 0.02</u>	Per Item	ACH Reject Fee:	<u>\$25.00</u>	Per Item
Discover Authorization/Settlement Network Access/Usage Fee:	<u>\$ 0.02</u>	Per Item	Retrieval Fee:	<u>\$10.00</u>	Per Item
Bank Service Fee:	<u>0</u>	Monthly	Chargeback Fee:	<u>\$25.00</u>	Per Item
AVS Surcharge:	<u>\$ 0.05</u>	Per Item	<input type="radio"/> EVO Supply/Replacement Program (optional):	<del>\$ 9.50</del>	Monthly
Batch Fee:	<del>\$ 0.25</del>	Per Batch	<input type="radio"/> Each Additional Terminal Quantity: _____	<del>\$ 1.75</del>	Monthly
Split Batch Fee (additional):	<u>\$ 0.10</u>	Per Batch	Gateway Activation Fee:	<u>25.00</u>	One Time
Wireless Activation Fee:	<del>\$25.00</del>	One Time	Gateway Access Fee:	<u>5.00</u> <del>10.00</del>	Monthly
Wireless Access Fee:	<del>\$17.00</del>	Monthly	eCommerce / Gateway Item Fee:	<u>\$ 0.05</u>	Per Item
Wireless Item Fee:	<del>\$ 0.85</del>	Per Item	MICROS Transaction Fee (if applicable):	<del>\$ 0.05</del>	Per Item

I/We understand and agree to the following: 1) Discount rate as stated above will be charged on "Qualified Rate" transactions. Qualified Rate transactions are defined as electronically authorized and swiped transactions that are batched and closed daily. In addition, sales volume may be charged for Association dues and assessments at a rate of up to 0.11%. 2) All lodging, car rental, small ticket, convenience and Express Services transactions may have a surcharge of up to 0.49% added to the Qualified Rate. 3) Discover transactions may have a surcharge of up to 0.49% added to the Qualified Rate. 4) A "Mid-Qualified" surcharge of up to 1.48% + \$0.20 will be added to the Qualified Rate under the following circumstances: a) Cardholder and card present at merchant's point of sale device, key entered, signature obtained, Address Verification Service ("AVS") with full match of billing zip code, settled within three days of authorization; settle amount must equal authorized amount; b) Card not present, single authorization only, order number required, AVS with full match of billing zip code, settled within two days of authorization, settle amount must equal authorized amount; c) Certain Discover, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card transactions. 5) A "Non-Qualified" surcharge of up to 1.98% + \$0.20 may be added to the Qualified Rate for transactions that do not meet the requirements stated above and may also apply to transactions on Bus, Corp, Int'l, Purch, & Comm Cards; T & E, Mail/Telephone, e-Commerce, certain Discover, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card. 6) If Interchange/Cost Plus: All transactions will be assessed the current, published interchange rates, dues, and assessments in addition to the basis points as stated above. The published rates for Visa and MasterCard can be viewed at: www.visa.com and www.mastercard.com. 7) Merchants may be charged a Cross Border transaction assessment of up to 1.00%, in addition to the applicable rate, on transactions when the country code of the Card Issuer differs from the country code of the Merchant. 8) On international transactions Merchants may be charged a rate of up to 0.55% for Visa's International Acquirer Fee, Maestro U.S. and MasterCard's Acquirer Program Support Fee and Discover's International Service Fee and International Processing Fee. 9) POS high-speed processing and/or gateway activation may be subject to a one time set up fee of up to \$100.00, depending on provider. 10) ~~Annual closure fee of \$250.00 will be paid to MSI if the Merchant Processing Agreement is not terminated in accordance with the Terms and Conditions.~~ 11) Merchant will also be assessed the following fees on Visa transactions: the Visa Misuse of Authorization System Fee, which will be assessed on authorizations that are approved but not settled in a timely manner; the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that do not correspond to a valid authorization within the prior 30 days; and the Visa Zero Dollar Verification Fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization. These fees of up to \$0.10 per transaction will be displayed as separate items on Merchant's monthly statement and may include fees assessed by both the applicable card association and Bank or Global.

\* American Express Fees: Retail: \$0.10 transaction fee; Services, Wholesale and All Other: \$0.15 transaction fee.  
 \*\* A .30% CNP fee will be charged for any transaction where the Card is not presented at the time of the transaction.

**AMERICAN EXPRESS:** I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement", which is available at www.goevo.com), and that all information provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be enrolled, either in AXP's OnePoint® program for MSI to perform services for AXP or for AXP's standard Card acceptance program which has different servicing terms. I understand that if the entity does not qualify for the OnePoint program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entities in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

**INVESTIGATIVE CONSUMER REPORT:** An investigative or consumer report may be made in connection with application. MERCHANT authorizes ANY PARTY TO THE AGREEMENT or any of their agents to investigate the references provided or any other statements or data obtained from MERCHANT, and from any of the undersigned personal guarantor(s), or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

BANK CARD: AVERAGE TICKET SIZE: 50.00      \*HIGHEST TICKET SIZE: 1000.00      MONTHLY VOLUME: 20,000

AMEX: AVERAGE TICKET SIZE: \_\_\_\_\_      \*HIGHEST TICKET SIZE: \_\_\_\_\_      MONTHLY VOLUME: \_\_\_\_\_

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4.C, 9 and 13.B of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT. \*Highest ticket for informational purposes only.

**IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. MSI, GLOBAL, and BANK shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of MSI, GLOBAL, and BANK. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing.

**FOR ALL CORPORATIONS CORP. RESOLUTION** - The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the herewithin named corporation. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

As a primary inducement to MSI, Bank and Global to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to MSI, Bank and Global under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and MSI, Bank and Global, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that MSI, Bank and Global may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by MSI, Bank and Global or Merchant. Guarantor(s) waive trial by jury with respect to any litigation arising out of or relating to this personal guaranty. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of MSI, Bank and Global. Guarantor(s) understand that the inducement to MSI, Bank and Global to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

If Merchant submits a transaction hereunder, Merchant will be deemed to have accepted the Terms and Conditions of the Merchant Processing Agreement. For Merchants who have elected to accept the American Express Card, the submission of an American Express Card transaction will be deemed to be an acceptance of the American Express Card Acceptance Agreement and the above American Express provisions.

**AGREED AND ACCEPTED**

X \_\_\_\_\_  
 #1 From Application—Signature      Date

X \_\_\_\_\_  
 #2 From Application—Signature      Date

X Mariam Howard Hattie      7-22-11  
 #1 From Application—Signature      Date

X \_\_\_\_\_  
 #2 From Application—Signature      Date

X \_\_\_\_\_  
 Accepted by Merchant Services, Inc. d/b/a EVO

X \_\_\_\_\_  
 Accepted by HSBC Bank USA, National Association

X \_\_\_\_\_  
 Accepted by Global Payments Direct, Inc.

**EQUIPMENT/ADDITIONAL SERVICES**

Equipment:  Purchase from MSI  Reprogram Merchant's existing equipment

If purchase, choose equipment:  Terminal  Printer  PINPad  Software  Other: \_\_\_\_\_

Ship equipment to:  Merchant  ISO  Other: \_\_\_\_\_ Ship to:  Commercial  Residential

Choose shipment method:  Overnight  2nd Day  Ground

Must choose one:  Starter Kit  Starter Package (includes manual imprinter)

If lease, indicate:  LSI  Other: \_\_\_\_\_

**TERMINAL TYPE:**

<input type="radio"/> NURIT 3020 (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 LE	<input type="radio"/> HYPERCOM T7 Plus
<input type="radio"/> NURIT 2085 (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 IP	<input type="radio"/> HYPERCOM T4210 (repro only)
<input type="radio"/> NURIT 2085+ (repro only, *NOS 7 required)	<input type="radio"/> OMNI VX510 (repro only)	<input type="radio"/> HYPERCOM T4220 (repro only)
<input checked="" type="radio"/> NURIT 8320 (repro only)	<input type="radio"/> OMNI 3740 (repro only)	<input type="radio"/> HYPERCOM T7P (repro only)
<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> FRICTION <input type="radio"/> THERMAL
<input type="radio"/> NURIT 8320 Lite (repro only)	<input type="radio"/> OMNI 3750 (repro only)	<input type="radio"/> HYPERCOM T77 (repro only)
<input type="radio"/> NURIT 8400	<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> FRICTION <input type="radio"/> THERMAL
<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> INGENICO 5100 (repro only)	<input type="radio"/> EVO Charge
<input type="radio"/> NURIT 8400 Lite	<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> PC Charge
<input type="radio"/> VERIFONE VX570	<input type="radio"/> INGENICO Aqua	<input type="radio"/> Payware
<input type="radio"/> DIAL <input type="radio"/> IP	<input type="radio"/> DEJAVOO X5 (repro only)	<input type="radio"/> PC Software (repro only): _____
	<input type="radio"/> DEJAVOO X8 IP	<input type="radio"/> Other: _____

**WIRELESS TERMINAL TYPE: (NOTE: NEW MSI SIM CARD REQUIRED FOR ALL GPRS REPROGRAMS)**

Way MTT 15XX Wireless Combo (repro only) S/N \_\_\_\_\_ KIT/MTT/SIM# \_\_\_\_\_

Way 5000 Wireless Combo S/N \_\_\_\_\_ KIT/MTT/SIM# \_\_\_\_\_

NURIT 8000 Wireless (GPRS) (repro only) S/N \_\_\_\_\_

NURIT 8000 Wireless (RAM) (repro only) S/N \_\_\_\_\_ MAN/ESN# \_\_\_\_\_

NURIT 8010 Wireless (GPRS) (repro only) S/N \_\_\_\_\_

NURIT 8020 Wireless (GPRS) S/N \_\_\_\_\_

DEJAVOO M3 S/N \_\_\_\_\_

Other: \_\_\_\_\_

**GATEWAY:**  EVO Authorize.Net  EVO PayPal (choose one):  PayFlow Pro  PayFlow Link

Global Transport  Other: \_\_\_\_\_

Gateway Administrator email address (required): cdrelinger@nercc.org

By signing this application it is agreed that MSI shall not be held responsible for (a) any wireless terminal repairs or (b) providing a replacement wireless terminal due to equipment failure. The terminal manufacturer shall handle all wireless terminal repairs and replacements. I also understand that due to the complexity of these wireless terminals, the manufacturer may not be able to provide a replacement while completing repairs. In addition, I further agree that a wireless terminal is NOT covered by participation in the EVO Supply/Replacement Program. MSI will not be responsible for any problems with the wireless services provided pursuant to this agreement. See Rate Schedule for Wireless Fees. Fees are subject to change.

**TERMINAL APPLICATION:**

WITH TIPS  WITHOUT TIPS  LODGING  MOTO  QPS

Merchant Refund Policy:  No Refund  Exchange Only  In-Store Credit Only

**PINPAD TYPE:**  HYPERCOM PINPad S9 PCI (repro only)  HYPERCOM PINPad P1300  HYPERCOM PINPad 1320 (EVO Charge)

INGENICO PINPad 3010 (repro only)  VERIFONE PINPad 1000SE

**CHECK EQUIPMENT:**  MAGTEK Reader  MAGTEK Imager  RDM Imager  Other: \_\_\_\_\_

**ACCESSORIES:** MAGTEK Mini Swipe Card Reader USB (choose one):  Authorize.Net  EVO Charge  PC Charge  Payware

Equipment selection may be subject to availability/processing requirements.

**ADDITIONAL SERVICES:**

EVO Check Advantage\* List Existing Merchant #: \_\_\_\_\_

Other Check Service: \_\_\_\_\_ List Existing Merchant #: \_\_\_\_\_

MasterCard PayPass™/Visa payWave  Merchants Capital Access\*

Other Card Types: NEW EXISTING LIST EXISTING MERCHANT NUMBERS

<input type="radio"/> AMERICAN EXPRESS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> ESA	<input type="radio"/> OnePoint (default if none checked)
<input type="radio"/> EBT*	N/A	N/A	Existing FCS #:		
<input type="radio"/> DEBIT	N/A	N/A	Supplied by EVO		
<input type="radio"/> GIFT*	N/A	N/A	Supplied by EVO		
<input type="radio"/> LOYALTY*	N/A	N/A	Supplied by EVO		
<input type="radio"/> VOYAGER*	<input type="radio"/>	N/A	Supplied by EVO		
<input type="radio"/> WRIGHT EXPRESS*	<input type="radio"/>	N/A	Supplied by EVO		

Upon Approval of Visa/MasterCard/Discover processing, allow 48-72 hours for new non-bankcard(s) to be added.

\*Addendum/Application Required

**SPECIAL INSTRUCTIONS** (requests are subject to management approval, please print clearly):

Request change of ownership. Existing MID number to close: \_\_\_\_\_

Request to pick up equipment/starter kit at EVO Melville. \_\_\_\_\_

Other: \_\_\_\_\_

Merchant elects to receive monthly merchant account statements via U.S. Mail to:  
 Legal Address or  DBA Address



## Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal eCommerce Solution offered by Systems East, Inc. Your enrollment allows you to collect any type of bill or payment, over the counter or over the Internet, twenty-four hours every day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers of participation, you agree to include a link on your web site and provide a notice on bills. To facilitate Internet payments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms of services and policies may be viewed at [www.xpress-pay.com/admin/pdfs/enrollment\\_policies.pdf](http://www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf).

Merchant legal name	Town of Riverhead - Water Dept.		
Merchant DBA name			
Contact name & telephone (person responsible for account setup)	<small>Name</small>	<small>Telephone number</small>	
	Maryann Wowak-Heilbrunn	(631) 727-3200	<small>Best time to call</small> 8-5
Contact email			
Complete billing address	2900 Howell Ave. Riverhead, NY 11901		
Systems East representative	Patrick F. Hayes		
ISV (if applicable)			
Gateway and fee billing account information	<small>Federal tax ID#</small>	<small>Bank routing#</small>	<small>Bank account#</small>
Enrollment/renewal pricing	Enrollment fee: \$ 0      Annual renewal fee: \$ 0		
Number of swipe readers	0 units at \$100 each (USB device, cable included)		
Electronic check option	<input type="checkbox"/> Also accept electronic checks (eChecks)		
Telephone payments (IVR)	<input type="checkbox"/> Also accept voice payments (add \$150 setup plus \$1.00 per payment)		
Special instructions			

### Processing structure

Interface type	<input type="checkbox"/> Standalone <input type="checkbox"/> Shopping cart		
For shopping cart interface, software provider technical contact name and telephone	<small>Name</small>	<small>Telephone number</small>	

## **Xpress-pay.com** enrollment profile

**Credit/debit card fee structure: Check one and complete all empty boxes in column**

#	Option → Component ↓	<input type="checkbox"/> Pass through ①	<input checked="" type="checkbox"/> Split charge ②	<input type="checkbox"/> Split fee ③	<input type="checkbox"/> Absorbed by merchant ④
1	Transaction costs borne by merchant	Downgrades	None (fixed merchant discount rate/fees required)	All merchant fees	All merchant fees plus site fee
2	Transaction costs borne by visitor	Base discount rate, transaction fees, site fee	All (discounts, per transaction fees, and site fee)	Site fee	None
3	Merchant provider credit/debit discount rate	% (base rate)	2.0 % (fixed rate required)	% (base rate)	2.30 % (base rate)
4	Bank card per-transaction fee	\$ per transaction	\$ .15 per transaction	\$ per transaction	\$ .15 per transaction
5	Visa Authorization & Network Access fee	\$0.03 per transaction	\$0.03 per transaction	\$0.03 per transaction	\$0.03 per transaction
6	eCommerce gateway per-transaction fee	\$ per transaction	\$ .05 per transaction	\$ per transaction	\$ 0.05 per transaction
7	Gateway one-time activation fee	\$25.00	\$25.00	\$25.00	\$0.00
8	Gateway monthly access fee	\$10.00	<del>\$7.50</del> 5.00	\$10.00	\$10.00
9	Xpress-Pay account maintenance fee	\$0 per month	\$10.00 per month	\$0 per month	\$0 per month
10	Xpress-pay site fee percentage	0.7%	0.50%	0%	0%
11	Xpress-pay per transaction site fee	\$0.25	\$0.40	\$2.50	\$0.50

### eCheck fee structure (if applicable per page one)

12	eCheck per transaction fee	\$0.47	\$0.47	\$0.47	\$0.47
13	Xpress-pay per-transaction fee	\$2.03	\$2.03	\$2.50	\$1.45
14	Gateway monthly access fee	\$5.00 per month	\$5.00 per month	\$5.00 per month	\$5.00 per month

**Notes:** For option ①, complete lines 3, 4, 6, or for option ②, complete lines 3, 4, 6, 7, and 8, using the information in the merchant account application

Definitions for options ① through ④ are on the following page.

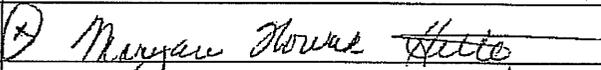
## **Xpress-pay.com enrollment acceptance**

- ① Single charge to visitor, all payment proceeds to merchant; merchant is subsequently billed by the merchant provider for all merchant fees and by Systems East for Xpress-Pay fees.
- ② **Fixed discount rate and per transaction fee required.** Bill proceeds to merchant, site fee (billed as separate charge to visitor) to Systems East. Systems East pays all merchant discounts and transaction fees. Systems East will subsequently bill merchant for all merchant fees excluding merchant discounts and transaction fees. These additional fees may include, but are not necessarily limited to, initial account setup fees or recurring monthly statement fees as stated on page two; chargeback processing fees, PCI compliance fees, early termination fee, annual fees, and one-time or other fees as assessed by the merchant provider. Systems East billings for fixed-fee monthly items will be on a quarterly basis at the beginning of the quarter to which they apply. **Note:** For municipal and insurance sectors only.
- ③ Bill proceeds to merchant, site fee (billed as separate charge to visitor) to Systems East. Merchant is subsequently billed by the merchant provider for all merchant fees. This is the typical rate structure for commercial entities.
- ④ Visitor pays exact amount due to merchant with no site fee, all payment proceeds to merchant. Merchant is subsequently billed by the merchant provider for all merchant fees and by Systems East for the Xpress-pay site fees.

**Additional terms and conditions:**

- Public awareness is an imperative in the success of this eCommerce endeavor. As a component of your acceptance, you agree to place a prominent "Pay bills online" link including the Xpress-Pay.com logo (as above and in perspective) on the home page of your web site, and to provide notification and a URL (Pay online at [www.yourwebsite.com](http://www.yourwebsite.com)) on printed bills.
- Fees accrued pursuant to this agreement will be automatically deducted from the bank account specified on page two hereof on either a monthly or quarterly basis.
- If the option to accept telephone payments is not selected at the time of execution of this agreement, you may add the option at any later date through a written or emailed notification for the cost set forth herein.

### Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	MARYANN NOWAK Heilbrunn
Title	
Date	

**Instructions to enrollee:** Please return to your sales representative

**Instructions to sales representative:** Please send this agreement to Systems East by:

- Email as a PDF to [enrollments@xpress-pay.com](mailto:enrollments@xpress-pay.com), or
- Fax to (607) 753-1047

## Client Profile (page 1 of 3)

### Demographic Information

Owner or corporation name	Town of Riverhead - Water Dept.
DBA name (if different)	
Structure (check one)	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability corporation (LLC) <input type="checkbox"/> S corporation <input type="checkbox"/> C corporation
Physical address City, state, zip code	200 Howell Ave. Riverhead, NY 11901
Billing address (if different) City, state, zip code	
Office telephone number	(631) 727-3200
Customer service number	
Fax number	
Number of employees	
Longevity	Years established: Years under current ownership:
Federal tax ID number	
Web site address (URL)	www.riverheadli.com

### First Responsible Party (person to have jurisdiction over the merchant account)

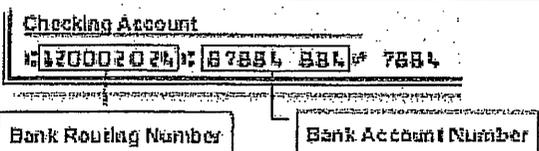
Name and title	
Email address	
Date of birth, percentage of ownership	DOB: _____ %: _____
Home address, city, state, and zip code	
Ownership & length	<input type="checkbox"/> Owned or <input type="checkbox"/> rented for _____ years
Social security number	
Driver's license	State: _____ Number: _____ Issue date: _____ Expiration date: _____
Have you ever declared bankruptcy?	<input type="checkbox"/> No <input type="checkbox"/> Yes, in _____ (year)
Are you currently involved in any pending legal actions?	<input type="checkbox"/> No <input type="checkbox"/> Yes (attach description)

## Client Profile (page 2 of 3)

**Second Responsible Party: Please complete these items if your firm is a partnership or corporation in which the first responsible party (above) has an interest of 50% or less**

Name and title	
Email address	
Date of birth, percentage of ownership	DOB: _____ %: _____
Home address, city, state, and zip code	
Ownership & length	<input type="checkbox"/> Owned or <input type="checkbox"/> rented for _____ years
Social security number	
Driver's license	State: _____ Number: _____ Issue date: _____ Expiration date: _____
Have you ever declared bankruptcy?	<input type="checkbox"/> No <input type="checkbox"/> Yes, in _____ (year)
Are you currently involved in any pending legal actions?	<input type="checkbox"/> No <input type="checkbox"/> Yes (attach description)

### Financial institution information for account to receive proceeds from payments

Bank account type (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank name	
Bank contact person	
Bank address	
Bank area code and telephone number	
9-digit bank routing# (see image below)	
Bank account# (see image below)	
Sample from the bottom left of a typical check. It is provided to assist you in ascertaining the routing and account numbers required above.	 <p style="text-align: center;"> <span style="border: 1px solid black; padding: 2px;">Bank Routing Number</span>      <span style="border: 1px solid black; padding: 2px;">Bank Account Number</span> </p>

## Client Profile (page 3 of 3)

### Additional information

Types of bills to be collected (insurance premium, taxes, rent, utilities, parking tickets, etc.)	Water Bills
Do you currently accept credit/debit cards?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, merchant provider name (also please provide two most recent statements)	

Email address to receive payment notifications	HEILBRUNN@RIVERHEADLI.COM
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08.02.2011  
110610

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 610**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO AMEND RESOLUTION # 938 ADOPTED ON DECEMBER 21, 2010 AND APPROVE THE PURCHASE OF PARCELS LOCATED IN THE TOWN OF RIVERHEAD KNOWN AS THE NORTH FORK PRESERVE FOR ACTIVE RECREATION USE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of lands may elect to sell and the Town of Riverhead may elect to purchase lands for open space; and

**WHEREAS**, North Fork Preserve, Inc. and North Fork Preserve, Co. have expressed a desire to sell open space consisting of approximately 307 acres of land located on the north side of Sound Avenue, Riverhead, New York, described as SCTM #0600-7-3-41 and 0600-21-1-1.2 and commonly known as North Fork Preserve; and

**WHEREAS**, the County of Suffolk has determined that the Premises meet the criteria for acquisition under the Suffolk County Drinking Water Protection Program (effective December 1, 2007); and

**WHEREAS**, the Town, by Resolution adopted on December 21, 2010, approved a joint acquisition wherein the County of Suffolk and the Town of Riverhead agreed to share the cost of purchasing a portion of the property, approximately 90.43 acres of the 311.01 acres under the following terms and conditions: County of Suffolk will acquire a ninety percent (90%) undivided interest in and to that portion of the property to be used for active recreation, and the Town of Riverhead will acquire a ten percent (10%) undivided interest in and to that portion of the Premises to be used for active recreation, the cost of the Town's ten percent (10%) undivided interest not to exceed \$500,000.00, as tenants in common, and the County of Suffolk shall be responsible for any such costs related to the improvement of that portion of the Premises acquired for recreational use to be preserved by the County of Suffolk, for active recreational use; and

**WHEREAS**, the County of Suffolk and Town have re-evaluated the land and its natural features as same relate to proposed active recreational use and seek to modify the terms of the original plan for joint acquisitions such that the County and Town will share in the purchase of SCTM #0600-7-3-p/o 41 (approximately 2.6 acres) subject to

the following terms: the County will acquire a ninety-five percent (90%) undivided interest and the Town will acquire a five percent (10%) undivided interest in and to the 2.6 acres to be used for active recreation, and the County and Town will share in the purchase of SCTM #0600-21-1-1.2 (approximately 172.89 acres) such that the County will acquire a ninety-five percent (95%) undivided interest and the Town will acquire a five percent (5%) percent undivided interest in and as tenants in common to the 172.89 acres to be used for active recreation; and

**WHEREAS**, the County of Suffolk shall be responsible for any such costs related to the improvement of the property acquired for recreational use; and

**WHEREAS**, the County of Suffolk may request that the Town, through its Office of Town Attorney, negotiate and enter into a municipal cooperation agreement related to assistance with the management of that portion of the premises acquired for recreational use, subject to approval of the terms and conditions of said municipal cooperation agreement by the Town Board of the Town of Riverhead; and

**WHEREAS**, the Financial Administrator for the Town of Riverhead has reviewed the proposed expenditure of community preservation funds and issued a report which reflects adequate funding for the Town's share of acquisition costs not to exceed \$500,000.00; and

**WHEREAS**, the County of Suffolk has requested that the Town subsequent to the necessary coordinated review of a Type I action, consent to the County of Suffolk intention to declare itself lead agency pursuant to NYCRR Part 617.6 (b)(2); and

**WHEREAS**, the County of Suffolk, together with comment and participation of the Town, shall review and conduct such environmental review required pursuant to NYCRR Part 617; and

**WHEREAS**, the Town shall seek to participate in the joint acquisition subject to the terms identified above and conditioned upon a negative declaration of significance by the lead agency pursuant to NYCRR 617 for said purchase and intended use as described above.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider the purchase of lands owned by North Fork Preserve, Inc. and North Fork Preserve, Co. described as SCTM #0600-7-3-p/o 41 (approximately 2.6 acres) and SCTM #0600-21-1-1.2 (approximately 172.89 acres) to be used for active recreation subject to coordinated review and determination of a negative declaration of significance pursuant to NYCRR 617 and a municipal cooperation agreement between the County of Suffolk and Town of Riverhead for the assistance with the management of the property once in the August 11, 2011 issue of the News-Review, the official newspaper designated for this purpose and post same on the sign board at Town Hall; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to North Fork Preserve, Inc. and North Fork Preserve, Co., 349 Pennys Road, Riverhead, NY 11901; Brian Culhane, Commissioner, S.C. Department of Environment and Energy, H. Lee Dennison Building, 12<sup>th</sup> Floor, P.O. Box 6100, Hauppauge, NY 11788-0099; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**  
**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 16<sup>th</sup> day of August, 2011 at 7:05 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider amending the terms of the joint acquisition between the County of Suffolk and Town of Riverhead such that the County and Town will share in the purchase of SCTM #0600-7-3-p/o 41 (approximately 2.6 acres) subject to the following terms: the County will acquire a ninety percent (90%) undivided interest and the Town will acquire a ten percent (10%) undivided interest in and to the 2.6 acres to be used for active recreation, and the County and Town will share in the purchase of SCTM #0600-21-1-1.2 (approximately 172.89 acres) subject to the following terms: the County will acquire a ninety-five percent (95%) undivided interest and the Town will acquire a five percent (5%) percent undivided interest in and as tenants in common to the 172.89 acres to be used for active recreation, and a municipal cooperation agreement between the County of Suffolk and Town of Riverhead for the assistance with the management of the property all subject to an environmental review such that purchase and intended uses are determined to be negative declaration of significance by the lead agency (County of Suffolk) pursuant to NYCRR 617 and pursuant to §247 of the New York State General Municipal Law and Chapter 44 of the Riverhead Town Code.

Dated: Riverhead, New York  
August 2, 2011

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

**TOWN OF RIVERHEAD**

**Resolution # 611**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH MILLIMAN, INC. FOR ACTUARY SERVICES FOR TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead requires actuary services for the Town of Riverhead for compliance with GASB 45 requirements for the Town's Annual Audit ; and

**WHEREAS**, Milliman, Inc. has submitted a proposal to provide their professional services in connection with the Town's above noted needs; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with Milliman, Inc., in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the fee for the work to be provided for in the Agreement shall be a flat rate of \$13,000.00 for the 2010 actuarial services required by GASB 45 for the Town's Annual Audit and \$3,000.00 for the 2011 calculation of the same, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Milliman, Inc., c/o Ken Friedman, One Pennsylvania Plaza, 38<sup>th</sup> Floor, New York, NY 10119; the Town Attorney's Office 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**

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

The Resolution Was  Thereupon Duly Declared Adopted

## PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2011 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Milliman, Inc., a corporation existing under the laws of the State of Washington with a principal place of business at One Pennsylvania Plaza, 38<sup>th</sup> Floor, New York, NY 10119 c/o Ken Friedman (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services (the "Services") and deliverables (the "Deliverables") set forth in the schedule labeled "Schedule A 2010 Update" attached hereto and made a part hereof. These Services and Deliverables are to be rendered by Consultant as an independent contractor and not as an employee of Town. No other relationship to the Town nor the retirement system is implied or intended. Milliman shall not be deemed to be a "named fiduciary" or "plan administrator" as these terms are defined under ERISA or any similar or successor law. The services identified in this Professional Services Agreement and Schedule A 2010 Update describe work and services related to the GASB 45 Actuarial Valuation required for the Town's 2010 (fiscal year ending 12/31/10) and Annual Audit and shall include compiling and processing information required and related to employee census data; asset information (if any); processing data collected and preparing data for valuation, including reconciliation of census data from prior valuation; asset information, including reconciliation of assets from prior year (if any); calculation of the actuarial obligations (liability) under the plan as of the beginning of the valuation fiscal year; calculation of Annual Required Contribution and Annual OPEB Cost for the valuation fiscal year; Calculation of Net OPEB Liability as of end of fiscal year, as well as other information required for disclosure under GASB 45; and as set forth in Schedule A. A meeting for the 2010 valuation is not required, however, Consultant agrees that to the extent demanded by the town board, consultant shall attend a meeting for purposes of presentation of results. In addition, Consultant will provide information required for the calendar fiscal year ended 12/31/11, including disclosure as of 12/31/11 based upon projection from the 1/1/10 valuation. Consultant shall provide three bound copies of all reports to the Town at no additional cost. At the Town's request Consultant can explore various funding options and develop funding requirements based upon scenarios to be determined for an additional fee. These additional services contemplated but not yet contracted for include: Drafting plan documents and Summary Plan descriptions; Projecting contributions and/or expense for multiple years; Handling method and/or assumption changes; and discussions regarding plan administration.

### 2. TERM OF AGREEMENT

The Agreement shall commence immediately upon execution of this agreement by the respective parties and terminate after notification by the Town to Consultant that the computation and calculations related to the actuarial services required for completion of the Town's Annual Reports 2010 and 2011 Audit are complete and in acceptable format such that the Town may finalize all submissions related to said annual audit to comply with GASB 45.

### 3. PAYMENT

For these Services, Town will pay Consultant a flat fee of \$13,000.00 for the 2010 actuarial services to calculate the Annual Required Contribution and the Annual OPEB Cost as required by GASB 45 for the town's Annual Audit and \$3,000 for the 2011 calculation of the same. It is intended that the actuarial valuation services contracted for 2011 shall meet all GASB 45 requirements for the town's annual audit requirements. While Schedule A references "out of pocket expenses", Town and Consultant agree that there are no out of pocket expenses required or related to the services identified in this Agreement and Town shall not be responsible for any such expenses. Moreover, the Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in this Agreement. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in this Agreement or authorized by the Town subsequent to the execution of this Agreement. Invoices for Services shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the Professional Services Agreement." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require. All invoices are payable within 60 days of receipt. Milliman reserves the right to stop all work if any bill for which all necessary Town procedures (including completed signed vouchers and necessary back-up materials) are followed goes unpaid for 60 days. Furthermore, Milliman's engagement may be terminated without cause by either party upon thirty days written notice to the other party. Regardless of the reason for termination of services, Milliman shall be entitled to payment for services completed prior to such termination and Milliman shall retain any records it has relating to the Town plans for a period of at least three years from date of termination.

### 4. RIGHTS TO DOCUMENTS OR DATA

Subject to Section 5 (Tool Development), Section 7 (Third Party Distribution) and the Town's full performance of payment obligations, The Deliverables shall be and remain the sole property of Town (the "Town Property"). Consultant shall keep all Town Property in confidence and not disclose or use Town Property for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any Town Property generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such Town Property. Final payment shall not be due hereunder until after receipt by Town of completed Deliverables. These obligations shall survive the termination of this Agreement.

### 5. TOOL DEVELOPMENT

Milliman shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Milliman or developed during the course of the provision of the Services provided such generic documents or templates do not contain any Town Confidential Information or proprietary data, however, it is agreed and understood that the documents (Services and Deliverables not intended to include intellectual property rights Milliman has to internal designs or programs...) shall be the property of the Town and Town may distribute same as it deems appropriate and required by law (i.e., subject to FOIL). Rights and ownership by Milliman of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of the Town's proprietary data or Town Confidential Information. To the extent that Milliman may include in the materials any pre-existing Milliman proprietary information or other protected Milliman

materials, Milliman agrees that Town shall be deemed to have a fully paid up license to make copies of the Milliman owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the Town without the written permission of Milliman or except as otherwise permitted in Section 7 (Third Party Distribution).

## 6. LIMITATION OF LIABILITY

Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman shall not be liable to Town, whether in tort, contract or otherwise, for any damages in excess of three (3) times the total professional fees paid to Milliman during the 12 month plan year cycle during which the work in question is performed. In no event shall Milliman be liable for incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman. Milliman agrees to indemnify, defend and hold the Town harmless to the full extent allowed by law for any and all damages, incidental or consequential, including reasonable attorneys fees incurred by the Town as a result of Milliman's breach of its confidentiality obligations set forth in Section 8 (Handling of Data and Other Confidential Information) herein or in Exhibit A attached hereto.

## 7. THIRD PARTY DISTRIBUTION

Milliman's work is prepared solely for the use and benefit of Town in accordance with its statutory and regulatory requirements. Milliman recognizes that materials it delivers to Town may be public records subject to disclosure to third parties, however, Milliman does not intend to benefit and assumes no duty or liability to any third parties who receive Milliman's work and may include disclaimer language on its work product so stating, however, it is agreed and understood that the documents (Services and Deliverables) shall be the property of the Town and Town may distribute same as it deems appropriate and required by law (i.e., subject to FOIL). Town agrees not to remove any such disclaimer language from Milliman's work. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Town agrees that it shall not disclose Milliman's work product to third parties without Milliman's prior written consent; provided, however, that Town may distribute Milliman's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Milliman's work product for any purpose other than to provide services to Town, or (ii) any applicable regulatory or governmental agency, as required.

## 8. HANDLING OF DATA AND OTHER CONFIDENTIAL INFORMATION

Milliman shall use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but Milliman cannot warrant the correctness of data supplied by Town or other parties, nor can Milliman be responsible for data not provided in a timely manner.

Any information received from Town will be considered "Confidential Information." However, information received from Town will not be considered Confidential Information if (a) the information is or comes to be generally available to the public during the course of Milliman's work through no fault of Milliman; (b) was independently developed by Milliman without resort to information from the Town; or (c) Milliman receives the information from another source who is not under an obligation of confidentiality to Town. Milliman agrees that Confidential Information shall not be disclosed to any third party.

## 9. PUBLICITY

Neither party shall use the other party's name or logo in any press release, advertising materials or third party communications without the prior written approval of the other party; provided, however, that Town hereby consents to Milliman using Town's name and logo solely for the purpose of identifying Town as a client of Milliman so long as Town's name is not used in any manner suggesting any special endorsement of Milliman by Town. 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.

#### 10. ASSIGNMENT AND SUBCONTRACTING

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

#### 11. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

#### 12. 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.

#### 13. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Milliman, request additional services or direct the omission of services covered by this Agreement. Promptly after receipt of a Change Request, the parties shall discuss in good faith the availability of personnel and resources to fulfill such Change Request and the resulting adjustments to the Agreement. Milliman or Town, as applicable, shall have no obligation to commence work in connection with any Change Request until it is executed and delivered by both parties. If such changes increase or decrease either the cost or time required to perform the services, then the parties will mutually agree to an equitable adjustment to the price and/or the time to perform the Service. In the event that Milliman determines that a change order is required, Milliman 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, Milliman 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 Milliman and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

#### 14. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead when actually received when mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Bill Rothaar, Financial Administrator for the Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to

Consultant when actually received when mailed by certified mail, postage prepaid to Milliman Inc., One Pennsylvania Plaza, 38<sup>th</sup> Floor, New York, NY 10119 c/o Ken Friedman.

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

#### 16. CHOICE OF LAW

The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable as a matter of law, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law and the remaining provisions will stay in full force and effect.

#### 17. INSURANCE, INDEMNITY AND LIABILITY

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

#### 18. CONFLICT OF INTEREST

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

#### 19. 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.

## 20. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand.

Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

MILLIMAN, INC.

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By: Sean M. Walter, Supervisor

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By:

SCHEDULE A  
2010 Update

**Description of Services to be provided to the  
Town of Riverhead  
Related to Other Post-Employment Benefits  
for the 2010 and 2011 Fiscal Years**

**1. GASB 45 Valuation Services**

Milliman will provide the Town with the following services with regard to preparation of a GASB 45 Actuarial Valuation for the 2010 calendar fiscal year:

- a. Request for employee census data;
- b. Request for asset information (if any);
- c. Processing of data collected and preparing the data for valuation, including reconciliation of census data from prior valuation;
- d. Processing of asset information (if any), including reconciliation of assets from prior year;
- e. Calculation of the actuarial obligations (liability) under the plan as of the beginning of the valuation fiscal year;
- f. Calculation of Annual Required Contribution and Annual OPEB Cost for the valuation fiscal year;
- g. Calculation of Net OPEB Liability as of the end of the fiscal year, as well as other information required for disclosure under GASB 45; and
- h. Meeting to present results.

Milliman assumes receipt of all data will occur in a usable form. *Additional fees may be charged if the data is inaccurate or will require extensive editing or manipulation in order to upgrade it to valuation ready.* In addition, any out of pocket expenses incurred in providing these services will be billed directly.

The fee for the valuation as of January 1, 2010, including disclosure information as of December 31, 2010, is \$13,000.

**2. Off-Year Results**

Milliman will provide information required for the calendar fiscal year ended December 31, 2011, including disclosure as of December 31, 2011 based upon a projection from the January 1, 2010 valuation. The fee for these services is \$3,000.

If an interim valuation is desired, in lieu of the off-year results described above, Milliman can perform the interim valuation for a fee to be determined at that time.

**3. Funding Options**

At the request of the Town, Milliman will explore various funding options and develop funding requirements based upon scenarios to be determined. The extent of our efforts in this area is less foreseeable since the project may expand or contract as the needs and desires of the Town unfold and various conclusions are reached. Thus, the overall level of charges for this work is less predictable. Based upon our general experience, fees for this type of analysis will range from \$4,000 to \$7,500.

**4. General Consulting and Ad hoc Assignments**

Milliman is prepared to provide additional services upon request including but not limited to:

- a. Drafting plan documents and Summary Plan Descriptions;
- b. Projecting contributions and/or expense for multiple years;
- c. Handling method and/or assumption changes; and
- d. Discussions regarding plan administration.

These services will be provided on a time and expense basis. Fee estimates will be provided upon request.

The 2011 hourly billing rates for each particular staff level is as follows:

Senior Consultant	\$380 - \$590
Consultant / Actuary	\$290 - \$450
Actuarial Associate	\$195 - \$330
Actuarial Assistant	\$140 - \$230
Administrative Assistant / Analyst	\$ 80 - \$160

**This Schedule A updates and augments the Schedule A attached to the Professional Services Agreement ("PSA") between Milliman, Inc. and the Town of Riverhead dated May 8, 2009. Unless noted herein, all terms of that PSA remain in force and are incorporated herein by reference.**

**Accepted for the Town of Riverhead:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Individual Signing**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

08.02.2011  
110612

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 612**

**RESOLUTION AND CONSENT APPROVING THE DEDICATION OF A  
HIGHWAY KNOWN AS JOSHUA COURT  
(WADING RIVER WOODS, LLC)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

At a regular meeting of the  
Town Board of the Town of  
Riverhead, in the County of  
Suffolk, State of New York,  
held at 200 Howell Avenue,  
Riverhead, New York on the  
2<sup>nd</sup> day of August, 2011.

**P R E S E N T :**

James Wooten, Councilperson  
John Dunleavy, Councilperson  
Jodi Giglio, Councilperson  
George Gabrielsen, Councilperson

**A B S E N T:**

Hon. Sean M. Walter, Supervisor

X

In the Matter of the Dedication of  
Certain Highways in the Town of  
Riverhead, County of Suffolk and  
State of New York, Known as

**RESOLUTION  
AND CONSENT**

**JOSHUA COURT.**

X

**WHEREAS**, a certain condominium map was filed in the Office of the  
Clerk of the County of Suffolk, known as "Wading River Woods", Town of  
Riverhead, County of Suffolk, State of New York, filed on January 12, 2007 as

File No. 382 in the Office of the Clerk of Suffolk County, Riverhead, New York;  
and

**WHEREAS**, plans for the construction of various improvements to said road known and designated as **JOSHUA COURT** were submitted to the Planning Board of the Town of Riverhead; and

**WHEREAS**, the Town Board of the Town of Riverhead did approve a performance bond as to form, sufficiency, manner of execution and surety; and

**WHEREAS**, said road, drainage systems, sumps and other improvements have been completed in accordance with the plans and specifications of the Town of Riverhead Planning Board; and

**WHEREAS**, pursuant to Engineering Memorandum from Vincent A. Gaudiello, P.E., dated July 13, 2011, the construction of said road, drainage systems, and other improvements have been satisfactorily completed; and

**WHEREAS**, the construction of the said road, drainage systems, sumps and other improvements have met with the approval of the Superintendent of Highways of the Town of Riverhead; and

**WHEREAS**, a copy of the Order Laying Out Road Upon Consent of Owner(s) from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

**WHEREAS**, a street dedication search from Advocate's Abstract, Inc. as authorized agent for Stewart Title Insurance Company, Title Number SS# ADV-9783-S, dated June 29, 2011, has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said road, drainage systems, sumps and/or other improvements.

**NOW THEREFORE BE IT RESOLVED**, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out certain road known as **JOSHUA COURT**, said Town road to consist of the land described in the deed of dedication dated the 4<sup>th</sup> day of May, 2006 and to extend same as delineated therein; and be it further

**RESOLVED**, that the Town Clerk of the Town of Riverhead is hereby directed to forthwith cause such deed of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

**RESOLVED**, that the maintenance bond (Nova Casualty Company Maintenance Bond #112682 dated June 22, 2011) has been received, reviewed, and approved by the Town Attorney as to form and that the Town Clerk is hereby directed to release any and all previously submitted performance bonds/security upon adoption of this resolution by the Town Board; and be it further

**RESOLVED**, that letters of intent of non-renewal/cancellation from the financial institution/insurance company issuing said maintenance bond shall be sent at least 60 days prior to the renewal/cancellation date, via certified mail, to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York, 11901; and be it further

**RESOLVED**, that this resolution shall take effect immediately; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Parviz Farahzad, 750 North Country Road, Suite 3, East Setauket, New York, 11733 and Nova Casualty Company, Suite 1020, 726 Exchange Street, Buffalo, New York, 14210; 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.

Dated: Riverhead, New York  
August 2, 2011

**TOWN BOARD OF THE  
TOWN OF RIVERHEAD**

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SEAN M. WALTER

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JODI GIGLIO

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GEORGE GABRIELSEN

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JAMES WOOTEN

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JOHN DUNLEAVY

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 613**

**EXTENDS BID CONTRACT FOR CALCIUM  
HYPOCHLORITE TABLETS**

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

**WHEREAS**, the Riverhead Water District has requested that the contract with Eagle Control Corp, originally awarded by Resolution #090802 adopted August 18, 2009, be extended until August 18, 2012 ; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until August 18, 2012, per the attached Bid Extension Notice, at the original bid amount; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for calcium hypochlorite tablets be and is hereby extended to August 18, 2012; and be it further

**RESOLVED**, that the Town Clerk be directed to forward a certified copy of this resolution to Eagle Control, 23 Old Dock Road, Yaphank, New York, 11980;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted



# RWD Riverhead Water District

Gary J. Pendzick, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608  
Email address: Pendzick@riverheadli.com

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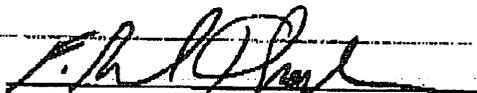
## Bid Extension Notice

To: Eagle Control Corp.  
From: Riverhead Water District  
Date: June 16, 2011  
Subject: Extension of Bid Services – Calcium Hypochlorite Tablets

This letter is to inform you that our current bid contract with you for Calcium Hypochlorite tablets will expire on August 18, 2011.

The Town of Riverhead would like to extend this contract for a period of one (1) year until August 18, 2012. This will be the second extension pursuant to the terms of the original contract.

If the above meets with your approval, please complete the bottom portion of this notice and return it to us immediately.

  
Authorized Signature

  
Print Name

  
Company Name

  
Date

08.02.2011  
110614

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 614**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
WATER METERS & ACCESSORY EQUIPMENT  
FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for water meters and accessory equipment to be used by the Riverhead Water District in the August 11, 2011, issue of ***The News-Review***.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **WATER METERS & ACCESSORY EQUIPMENT** for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on August 23, 2011.**

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at [www.riverheadli.com](http://www.riverheadli.com). Click on "Bid Requests" and follow the instructions.

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

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901,** and bear the designation: **BID FOR WATER METERS & ACCESSORY EQUIPMENT – BID #RWD-2011-20.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

08.02.2011  
110615

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 615**

**EXTENDS BID CONTRACT WITH WEDEL SIGN CO., INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Clerk has requested an extension of the contract for SIGNAGE be extended until August 16, 2011.

**NOW THEREFORE BE IT RESOLVED**, that the contract for SIGNAGE 2010 expired on July 20, 2011 and is hereby extended until AUGUST 16, 2011 at the same prices as reflected in 2010; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 616**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
SIGNAGE SERVICES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk is authorized to advertise for sealed bids for SIGNAGE FOR THE TOWN OF RIVERHEAD and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the AUGUST 4<sup>TH</sup>, 2011 issue of the News Review and;

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the **SIGNAGE SERVICES FOR THE TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on AUGUST 16, 2011.**

Bid packets, including Specifications, may be obtained on line at [www.riverheadli.com](http://www.riverheadli.com) Or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR SIGNAGE SERVICES FOR THE TOWN OF RIVERHEAD.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane Wilhelm, Town Clerk

08.02.2011  
110617

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 617**

**APPOINTS HEARING OFFICER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED** that the Town Board of the Town of Riverhead authorizes the appointment of Valerie Marvin, Esq. as the Hearing Officer with respect to a Section 75 Hearing involving a Town Employee; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the suspension without pay for up to 30 days of the employee effective the day after the service of the charges upon the employee and pending the hearing and determination of those charges.

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Matt Hattorff, CSEA President, Town Attorney's Office, Personnel Officer and the Financial Administrator; and be it further

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

**THE VOTE**

Giglio Yes No      Gabrielsen Yes No  
Wooten Yes No      Dunleavy Yes No  
Walter ABSENT  
The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 618**

**TEMPORARILY APPOINTS P/T KENNEL ATTENDANT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED**, that effective August 3, 2011 this Town Board hereby temporarily appoints Marcelaine LeCann to the position of Part-Time Kennel Attendant at the hourly rate of \$9.00.

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Financial Administrator, Personnel Officer and Chief of Police; and be it further

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 619**

**PAYS BILLS**

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

ABSTRACT #11-26 July 21, 2011 (TBM 08/02/11)				
FUND NAME			07/21/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		487,476.74	487,476.74
RECREATION PROGRAM FUND	6		2,709.75	2,709.75
CHILD CARE CENTER BUILDING FUN	9		51.16	51.16
ECONOMIC DEVELOPMENT ZONE FUND	30		51.31	51.31
HIGHWAY FUND	111		52,970.84	52,970.84
WATER DISTRICT	112		31,565.34	31,565.34
RIVERHEAD SEWER DISTRICT	114		23,427.03	23,427.03
REFUSE & GARBAGE COLLECTION DI	115		1,833.74	1,833.74
STREET LIGHTING DISTRICT	116		36,799.34	36,799.34
PUBLIC PARKING DISTRICT	117		673.64	673.64
AMBULANCE DISTRICT	120		153.92	153.92
EAST CREEK DOCKING FACILITY FU	122		200.00	200.00
CALVERTON SEWER DISTRICT	124		367.80	367.80
RIVERHEAD SCAVANGER WASTE DIST	128		7,601.97	7,601.97
WORKERS' COMPENSATION FUND	173		125.00	125.00
RISK RETENTION FUND	175		14,907.09	14,907.09
UNEMPLOYMENT INSURANCE RESERVE	176		23,623.34	23,623.34
CDBG CONSORTIUM ACOUNT	181		86.03	86.03
TOWN HALL CAPITAL PROJECTS	406		20,945.65	20,945.65
LOCAL ST & HIGHWAY CAP PROJECT	451		85,811.31	85,811.31
TRUST & AGENCY	735		143,254.94	143,254.94
CALVERTON PARK - C.D.A.	914		24.97	24.97
<b>TOTAL ALL FUNDS</b>			<b>934,660.91</b>	<b>934,660.91</b>

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.02.2011  
110619

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 619**

**PAYS BILLS**

Councilman Gabrielsen offered the following resolution,

ABSTRACT #11-27 July 28, 2011 (TBM 08/02/11)		which was seconded by Councilwoman Giglio	
FUND NAME		07/28/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1	908,527.43	908,527.43
RECREATION PROGRAM FUND	6	59,293.85	59,293.85
CHILD CARE CENTER BUILDING FUN	9	287.45	287.45
HIGHWAY FUND	111	1,154,028.98	1,154,028.98
WATER DISTRICT	112	296,090.40	296,090.40
REPAIR & MAINTENANCE RESERVE F	113	400,000.00	400,000.00
RIVERHEAD SEWER DISTRICT	114	52,284.52	52,284.52
REFUSE & GARBAGE COLLECTION DI	115	370,390.75	370,390.75
STREET LIGHTING DISTRICT	116	30,165.26	30,165.26
PUBLIC PARKING DISTRICT	117	55,500.00	55,500.00
BUSINESS IMPROVEMENT DISTRICT	118	20,235.12	20,235.12
AMBULANCE DISTRICT	120	74,936.55	74,936.55
EAST CREEK DOCKING FACILITY FU	122	47,877.66	47,877.66
CALVERTON SEWER DISTRICT	124	841.47	841.47
RIVERHEAD SCAVANGER WASTE DIST	128	16,474.37	16,474.37
RISK RETENTION FUND	175	2,510.00	2,510.00
CDBG CONSORTIUM ACOUNT	181	700.27	700.27
GENERAL FUND DEBT SERVICE	384	1,111,985.91	1,111,985.91
TOWN HALL CAPITAL PROJECTS	406	2,694.17	2,694.17
WATER DISTRICT CAPITAL PROJECT	412	272,361.92	272,361.92
RIVERHEAD SEWER CAPITAL PROJEC	414	1,750.77	1,750.77
LOCAL ST & HIGHWAY CAP PROJECT	451	56,520.00	56,520.00
TRUST & AGENCY	735	1,064,052.77	1,064,052.77
SPECIAL TRUST	736	60,000.00	60,000.00
COMMUNITY PRESERVATION FUND	737	4,950,000.00	4,950,000.00
TOTAL ALL FUNDS		11,009,509.62	11,009,509.62

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted