

- Res. #663 General Fund Budget Adjustment**
- Res. #664 New Well Construction Plant 15 Capital Project Budget Adjustment**
- Res. #665 Water Extension #89 Peconic Sportsman’s Club Capital Project Budget Adjustment**
- Res. #666 General Fund Engineering Budget Adjustment**
- Res. #667 Authorization to Donate Fixed Assets**
- Res. #668 Authorization to Donate Fixed Assets**
- Res. #669 Authorizes the Supervisor to Execute an Extension to a Grant Agreement with NYS Parks, Recreation, and Historic Preservation for Funds to Support the Calverton Recreational Facilities Phase II**
- Res. #670 Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders for Miamogue Park Construction Project**
- Res. #671 Appoints Temporary Groundskeepers (Howard Bowe, Paul Bauerfeind)**
- Res. #672 Appoints Temporary Part-Time Groundskeeper (Kevin Curtis)**
- Res. #673 Ratifies the Appointment of an Assistant Town Engineer (Drew Dillingham)**
- Res. #674 Approves the Transfer of a Public Safety Dispatcher (Eric Raudies)**
- Res. #675 Grants Special Use Permit Petition of Vertical Line Apparel, Inc.**
- Res. #676 Awards Bid for Food Products**
- Res. #677 Appointment of a Call-In Seasonal Clerk to the Recreation Department (Stephanie Janecek)**
- Res. #678 Approves a Stipulation of Agreement**
- Res. #679 Commemorating the Tenth Anniversary of the September Terrorist Attacks on the United States Proclaiming September 11, 2011 as “Patriot’s Day” in the Town of Riverhead**
- Res. #680 Authorizes the Supervisor to Execute an Inter-Municipal Agreement between the Town of Riverhead and the Riverhead Fire District for Sand and Salt Services**

- Res. #681 Approves Chapter 90 Application of Darkside Productions, Inc. (Haunted House Walk-Through) September 30th – October 31st, 2011**
- Res. #682 Authorization to Extend Contract to Wedel Sign Co., Inc. for Signage for the Town of Riverhead**
- Res. #683 Authorizes Payment to Ivy Acres, Inc. for Landscape Supplies for 2010-2011**
- Res. #684 Authorizes Town Clerk to Publish and Post Public Notice for a Local Law to Consider an Amendment to Chapter 58 Entitled, “DOGS” of the Riverhead Town Code**
- Res. #685 Adopts a Resolution Authorizing the Supervisor to Execute Agreement(s) to Provide the County of Suffolk with Assurances Related to the Dredging of East Creek, Hawks Creek, Miamogue Lagoon and at Baywoods Cove Located Within the Town of Riverhead**
- Res. #686 Authorizes the Waiver of 30 Day Notification Required by the New York State Liquor Authority**
- Res. #687 Authorizes Town Clerk to Publish One-Half (1/2) Page Notice Pursuant to NYS Sanitary Code**
- Res. #688 Rejects Bids and Authorizes Town Clerk to Republish and Repost Notice to Bidders for Water Meters and Accessory Equipment for the Riverhead Water District**
- Res. #689 Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852**
- Res. #690 Pays Bills**

TOWN OF RIVERHEAD

Resolution # 662

RECREATION FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Recreation is requesting a transfer of funds for an increase in summer programs;

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

		<u>FROM</u>	<u>TO</u>
006.072089.421042	Instructional Revenue	25,000	
006.076204.543900	Instructional Consultants		25,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 663

GENERAL FUND

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Financial Administrator is requesting a transfer of funds for costs related to the updating grants and preparation of a S.E.F.A. schedule and filing of the SEC disclosure statement;

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>
001.000000.499999	Fund Balance	45,000	
001.013100.543900	Miscellaneous Consultants		45,000

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 664

NEW WELL CONSTRUCTION- PLANT 15
CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of the Water District requested additional funds be transferred from the Contingency Account to the Professional Services Account to pay for additional engineering costs;

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>
412.083200.547900.30098	Contingency	65,000	
412.083200.543501.30098	Professional Services		65,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 665

**WATER EXTENSION #89 PECONIC SPORTSMAN'S CLUB
CAPITAL PROJECT**

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a modification to the original Navy Grant contract has been signed for the Peconic Sportsman's Club Water Capital Project;

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>
412.083200.493000.44015	Federal Aid	370,000	
412.083200.523002.44015	Professional Services		370,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 666

GENERAL FUND
ENGINEERING

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Engineer is requesting a transfer of funds for costs related to the upkeep of the new fields at EPCAL;

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>
914.069800.541203	Grounds, R&M Landscaping	16,194	
001.016250.524000	B & G Equipments		16,194

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Department of Engineering, Accounting and Community 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 667

AUTHORIZATION TO DONATE FIXED ASSETS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, camera equipment that had been acquired via a 2003 grant, intended exclusively for use by the Riverhead Free Library and its patrons, it is the recommendation of Community Development and Information Technology Departments to donate this equipment to the Riverhead Free Library;

NOW THEREFORE BE IT RESOLVED, that Finance Department is hereby authorized to donate the following items and be removed from fixed & removable assets:

- 25529 Camera
- 25530 Zoom Lens
- 25531 Adapter
- 25532 Lunch Box Sync
- 25533 JVC 13" Monitor
- 25534 Remote Mouse
- 25583 Mounting Bracket
- 25584 Stand for lunch box
- 25766 Storage unit

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 668

AUTHORIZATION TO DONATE FIXED ASSETS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, certain equipment had been acquired via a 2003 grant and intended exclusively for use by the Long Island Science Center and its visitors, it is the recommendation of Community Development and Information Technology Departments to donate this equipment to the Long Island Science;

NOW THEREFORE BE IT RESOLVED, that Finance Department is hereby authorized to donate the following items and be removed from fixed & removable assets:

- 26011 Computer work station
- 26012 Child size chair for workstation
- 26013 Child size chair for workstation
- 26014 Bin Organizer
- 26015 Child Table

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 669

AUTHORIZES THE SUPERVISOR TO EXECUTE AN EXTENSION TO A GRANT AGREEMENT WITH NYS PARKS, RECREATION, AND HISTORIC PRESERVATION FOR FUNDS TO SUPPORT THE CALVERTON RECREATIONAL FACILITIES PHASE II

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, grant funding is available from the New York State Office of Parks, Recreation, and Historic Preservation (“NYS Parks”) to provide funds to the Town of Riverhead for the Development of Calverton Recreational Facilities – Phase II; and

WHEREAS, the current agreement originally executed August 8, 2006 with NYS Parks and expires September 30, 2011; and

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the NYS Parks Appendix X-Modification Agreement Form as attached extending the date of expiration out to March 31, 2013, subject to review and approval of Town Attorney,

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to CDA Director Chris Kempner, Town Attorney, and the Accounting Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

**New York State Office of Parks,
Recreation and Historic Preservation**

Long Island Region - Belmont Lake State Park, P.O. Box 247, Babylon, NY 11702-0247
www.nysparks.com

August 10, 2011

Chris Kempner
Director
Community Development Agency
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: EPF-540538 – Development of Calverton Recreation Facilities - Phase II

Dear Ms. Kempner:

Enclosed for your file is a fully executed copy of the amendment to the above referenced project.

If you have any questions, please contact me at your convenience.

Very truly yours,

Traci Christian
Grants Program Representative

enc.

STATE AGENCY (Name & Address):

New York State Office of Parks,
Recreation and Historic
Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238

NYS COMPTROLLERS NUMBER: C540538

NYS AGENCY NUMBER: EPF-540538-L2

ORIGINATING AGENCY CODE: 49070

REGION: LI

CONTRACTOR (Name & Address):

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

TYPE OF PROGRAM

ENVIRONMENTAL PROTECTION FUND
PKS

CHARITIES REGISTRATION NUMBER:
N/A

INITIAL CONTRACT PERIOD:

CONTRACTOR IS UP-TO-DATE
with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency

FROM: August 8, 2006
TO: September 30, 2011

FEDERAL TAX ID NUMBER:
N/A

MUNICIPALITY NUMBER:
470371600000

FUNDING AMOUNT FOR INITIAL PERIOD:
\$250,000.00

STATUS:

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A
SECTARIAN ENTITY

FROM: N/A
TO: N/A

CONTRACTOR IS NOT A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- APPENDIX A...Standard Clauses for All New York State Contracts
- APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation
- APPENDIX B...Budget
- APPENDIX C...Payment and Reporting Schedule
- APPENDIX D...Program Workplan
- APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- APPENDIX E...Special Conditions and Requirements
- APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: EPF-540538-L2

CONTRACTOR:

Town of Riverhead

By:

Sean Walter
Supervisor

Date

5/6/11

STATE AGENCY:

New York State Office of Parks, Recreation, and
Historic Preservation

By:

Melinda Scott

Date:

7/7/11

State Agency Certification:

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

STATE OF NEW YORK)

COUNTY OF)

Suffolk)

SS.:

On the 6th day of May in the year 2011, before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Robert F. Kozakiewicz
Notary Public, State of New York

ROBERT F. KOZAKIEWICZ
Notary Public, State of New York
No. 02KO6105985
Qualified in Suffolk County
Commission Expires 02/23/2012

Approved:

Thomas P. DiNapoli
State Comptroller

By

Date

APPROVED
DEPT. OF AUDIT & CONTROL
JUL 29 2011
FOR THE STATE COMPTROLLER

ATTORNEY GENERAL:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
JUL 18 2011
Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate

in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

11. IDENTIFYING INFORMATION AND PRIVACY

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

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been

delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any

subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261); as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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APPENDIX A1

Clauses Required by
Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.
 - I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
 - III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
 - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
 - IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
 - V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
 - VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
 - VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority/Women Owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803
 - II. Definition. For the purposes of these clauses, the following definition shall apply:
 - (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

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- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include;

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- (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractor's receipt of a notice that the statement of remedy was untimely or inadequate.
- (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
- (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
- (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?

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- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?
- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

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- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
 - (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
 - (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
 - (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any other remedies which it may have pursuant to law and the contract.
- IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.
4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

EXPENSES:

Development	\$500,000.00
To include: parking, curb cut/road opening, sanitary system, drainage and fencing	
TOTAL COST	\$500,000.00

FUNDING BREAKDOWN:

STATE Share	\$250,000.00
CONTRACTOR Share	\$250,000.00

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX C - PAYMENT AND REPORTING SCHEDULE
DEVELOPMENT

I. Amount of Grant Award: **\$250,000.00**

II. The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

III. The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures. Electronic payments will be made in installments as follows:

A. **INSTALLMENTS:** CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, expenditure and project documentation to the satisfaction of the STATE.

B. A **FINAL INSTALLMENT** of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project to the satisfaction of the STATE, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) for Parks projects, a list of facilities developed and/or acres acquired, an as-built and/or as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownership's and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (7) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (8) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

- IV.** Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.
- V.** The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.
- VI.** The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit, 16th Floor.
- VII.** Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.
- VIII.** The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.
- IX.** The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE.

*May be prepared on one map.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX D - PROGRAM WORKPLAN

- I. PROJECT NARRATIVE:** The Calverton Enterprise Park Recreation improvements will augment the softball fields provided in Phase I with the construction of curb cut/road opening, sanitary system, drainage and fencing to allow for use of Phase I ballfields and an additional connecting trails project by adults and children for soccer, football, lacrosse, field hockey and family events. The Town of Riverhead will enhance the community recreational facilities with the continued development of the 62 acre recreational complex at the Calverton Enterprise Park. Upon completion, the Town will have public recreational facilities available to residents of all ages and income levels.
- II. ARTICLE 15A PARTICIPATION:** The STATE has established the following goals for the participation of certified minority and women-owned businesses (MWBEs) on this project:

MBEs, 8% of total dollar value
WBEs, 7% of total dollar value

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

- III. PROJECT SCHEDULE:** The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

ITEM

DATE DUE

THE FOLLOWING MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS:

Permits – DOT / Suffolk County DOH / Central Pine Barrens Commission	August 2010
Final Plans and Specifications	July 2010

UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:

Construction Bidding Process Commences	September 2010
Bid Award	October 2010
M/WBE Utilization Program-EEO Staffing Plan	October 2010
Start of Construction	November 2010
M/WBE-EEO Required Reports	MONTHLY BEGINNING November 2010
Payment Requests	ONGOING
Project Completion	May 2011
Close-out Documentation Requirements (See Appendix C)	September 2011

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX X - MODIFICATION AGREEMENT FORM

Period From: Agency Code: 49070
To: Project #: 540538
Contract #: C540538

Funding Amount for Period:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Town of Riverhead, having its principal office at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C540538, as amended in this Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks,
Recreation and Historic Preservation

By:

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

Date:

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

STATE OF NEW YORK)

) SS.:

County of)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
PKS PROJECTS

***I.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in **perpetuity**.

II. In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

III. The CONTRACTOR may receive payment by paper check if expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances.

*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

I. Construction Requirements.

A. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

B. Contracts for construction in excess of thirty five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

C. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design /construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

D. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

E. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

F. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

G. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

Town of Riverhead
Development of Calverton Recreational Facilities-Phase II
EPF-540538-L2

B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

III. Funding. The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

IV. Termination. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

V. Alienation.

A. The CONTRACTOR shall not at any time sell or convey any facility acquired or developed pursuant to this AGREEMENT or convert such facility to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the STATE.

B. In addition to the provisions of subparagraph (A) of this section, and notwithstanding anything to the contrary contained herein, the CONTRACTOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the project, in whole or in part, unless it shall have first received the approval of the STATE.

C. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project in **perpetuity**. The CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.



Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

**New York State Office of Parks,
Recreation and Historic Preservation**

Long Island Region - Belmont Lake State Park, P.O. Box 247, Babylon, NY 11702-0247
www.nysparks.com

August 10, 2011

Chris Kempner
Director
Community Development Agency
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: EPF-540538 – Development of Calverton Recreation Facilities - Phase II

Dear Ms. Kempner:

Enclosed please find four (4) signature/notary pages to amend your contract for the above referenced project. Please have all four (4) copies signed, notarized, and returned for further processing. The person authorized to sign these documents is **Sean Walter** as Town Supervisor. A fully executed copy will be returned to you for your files after it has been approved by Parks, the Attorney General and the State Comptroller.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Traci Christian
Grants Program Representative

enc.

APPENDIX X-MODIFICATION AGREEMENT FORM

Period From: **August 8, 2006 to September 30, 2011**
To: **August 8, 2006 to March 31, 2013**

Agency Code: **49070**
Project #: **EPF-540538-L2**
Contract #: **C540538**

Funding Amount for Period: **\$250,000.00**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the **Town of Riverhead**, having its principal office at **200 Howell Avenue, Riverhead, New York 11901** (hereinafter referred to as the CONTRACTOR), for modification of Contract Number **C540538**, as amended in this Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks, Recreation and Historic Preservation

By:

By:

Sean Walter
Supervisor

Date:

State Agency Certification:

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

Date

STATE OF NEW YORK)
) SS.:
COUNTY of)

On the day of in the year , before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

APPENDIX X-MODIFICATION AGREEMENT FORM

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All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks, Recreation and Historic Preservation

By:

By:

Sean Walter
Supervisor

Date:

State Agency Certification:

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

Date

STATE OF NEW YORK)
) SS.:
COUNTY of)

On the day of in the year , before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

APPENDIX X-MODIFICATION AGREEMENT FORM

Period From: **August 8, 2006 to September 30, 2011**
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All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Town of Riverhead

New York State Office of Parks, Recreation and Historic Preservation

By:

By:

Sean Walter
Supervisor

Date:

State Agency Certification:

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

Date

STATE OF NEW YORK)
) SS.:
COUNTY of)

On the day of in the year , before me, the undersigned, personally appeared Sean Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public, State of New York)

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

TOWN OF RIVERHEAD

Resolution # 670

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR MIAMOGUE PARK CONSTRUCTION PROJECT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the Miamogue Park Construction Project located on corner of South Jamesport Avenue and Front Street, South Jamesport, New York in the September 8, 2011 issue of the News Review newspaper; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Miamogue Park Construction Project will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on September 22, 2011 and will be publicly opened and read aloud at 11:00 am on September 23, 2011 in the Office of the Town Clerk.

Funding for this project comes in part through an EPF grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPEHP). Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. The following goals have been set for this project: 8% of the contract value for MBE's and 7% of the contract value for WBE's. The successful bidder may be required to furnish an EEO policy statement and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Plans and specifications may be examined and/or obtained on or about September 8, 2011 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A fee \$50.00 *refundable fee (*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Miamogue Park Construction Project" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

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

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, NY 11901

Dated: September 5, 2011

TOWN OF RIVERHEAD

Resolution # 671

APPOINTS TEMPORARY GROUNDSKEEPERS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, employees have been serving in the position of Seasonal Groundskeepers in the Buildings and Grounds Division of the Town Engineer's Department to maintain Town properties; and

WHEREAS, due to staffing shortages, a request has been made by the Department Head to change their status from seasonal to temporary full-time in order to comply with Civil Service regulations, thereby allowing the Town to employ said individuals after September 15, 2011.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Howard Bowe and Paul Bauerfeind to the positions of temporary full-time Groundskeeper I effective September 15, 2011 and continuing through December 31, 2011 at no change to their hourly rate of pay.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 672

APPOINTS TEMPORARY PART-TIME GROUNDSKEEPER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, an employee has been serving in the position of Seasonal Groundskeeper in the Buildings and Grounds Division of the Town Engineer's Department to maintain Town properties; and

WHEREAS, due to staffing shortages, a request has been made by the Department Head to change his status from seasonal to temporary part-time in order to comply with Civil Service regulations, thereby allowing the Town to employ said individual after September 15, 2011.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Kevin Curtis to the position of Part-Time Groundskeeper I effective September 15, 2011 and continuing through December 31, 2011 at no change to his hourly rate of pay.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 673

RATIFIES THE APPOINTMENT OF AN ASSISTANT TOWN ENGINEER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a vacancy exists in the Town Engineer's Department for an Assistant Town Engineer; and

WHEREAS, although the Suffolk County Department of Civil Service had certified a List of Eligibles for the title of Assistant Town Engineer, List # 07-1041-297, and the list was duly canvassed by the Town , there were less than three willing acceptors for this position; and

WHEREAS, the Suffolk County Department of Civil Service has since issued approval for the Town of Riverhead to appoint a candidate to fill the vacancy of Assistant Town Engineer on a provisional basis.

NOW, THEREFORE, BE IT RESOLVED, that effective for September 5, 2011 this Town Board hereby ratifies the appointment of Professional Engineer Drew Dillingham to serve in the position of Assistant Town Engineer on a provisional basis at an annual salary of \$88,000.00 ; and

BE IT FURTHER, RESOLVED, that the Supervisor is hereby authorized to execute an Assistant Department Head contract with Mr. Dillingham.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 674

APPROVES THE TRANSFER OF A PUBLIC SAFETY DISPATCHER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Public Safety Dispatcher Eric Raudies has requested authorization from the Town of Riverhead to transfer to the Suffolk County Sheriff's Department September 12, 2011, with his last day of employment being September 11, 2011.

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Riverhead does hereby agree to approve the request of transfer from Eric Raudies effective September 12, 2011.

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

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110675

ADOPTED

TOWN OF RIVERHEAD

Resolution # 675

Grants Special Use Permit Petition of Vertical Line Apparel, Inc.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board is in receipt of a Special Use Permit Petition from Vertical Line Apparel, Inc., pursuant to Section 108-230 B(1) of the Riverhead Town Zoning, to allow as a principal outdoor use an existing outdoor sports field on real property located at Spur Road, Calverton, New York, (EPCAL); such real property more particularly described as Suffolk County Tax Map Number 0600-135.2-1-25, and

WHEREAS, by Resolution No. 95 of 2006, the Riverhead Town Board did approve a site plan for the installation of an accessory outdoor recreation area with related site improvements as accessory to the principal industrial use for the exclusive enjoyment of the owner and his or her employees, and

WHEREAS, a public hearing was held on the matter on July 6, 2011, and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the petition, the SEQRA record created to date, the report of the Riverhead Planning Department, the report of the Suffolk County Planning Commission, the testimony made at the relevant public hearing as well as all other pertinent planning, zoning and environmental information, now

THEREFORE, BE IT RESOLVED, that that in the matter of the special use permit petition of Vertical Line Apparel, the Riverhead Town Board determines the action to be Unlisted without significant adverse impacts upon either the natural or social environment and that an Environmental Impact Statement need not be prepared, and

BE IT FURTHER RESOLVED, that in the matter of the special use permit petition of Vertical Line Apparel, the Riverhead Town Board hereby makes the following findings:

- (i) That the subject real property lies within the Planned Industrial Park Zoning Use District;
- (ii) That the Planned Industrial Park Zoning District provides for an “outdoor sports facility” as a specially permitted use;
- (iii) That the subject facility has already been constructed pursuant to site plan approval as an accessory use; such site plan restricting the height of outdoor lighting fixtures to seventeen (17) feet;
- (iv) That the site is suitable for the location of such use within the Town of Riverhead;
- (v) That the lot area is sufficient for the proposed use;
- (vi) That adequate access and off street parking facilities have been provided;
- (vii) That adequate buffer yards and screening from adjacent properties have been provided;
- (viii) That adequate provisions for stormwater runoff have been provided;

BE IT FURTHER RESOLVED, that based upon findings, the Riverhead Town Board hereby grants the special permit petition of Vertical Line Apparel for the operation of an outdoor recreational facility conditioned upon the following:

- (i) That existing outdoor lighting shall not be used until such time as relief is granted by the Riverhead Zoning Board of Appeals, and
- (ii) That all parking associated with the specially permitted use shall be on site, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Peter Danowski, Attorney at Law, as agent, and that all Town Hall Departments may review and obtain a copy of this resolution from the electronic device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 676

AWARDS BID FOR FOOD PRODUCTS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, bids were received and opened at 11:00 am on AUGUST 11, 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 **FOOD PRODUCTS** for the Town of Riverhead be and hereby is, awarded to **LANDMARK/SAVORY FOOD CORP.; DICARLO DISTRIBUTORS; & MIVILA FOODS OF NY**, for prices on the attached pages.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
1	APPLE JUICE, 6 OZ.	48CT			16.75
2	APPLES, FRESH(MAC)	6/10	27.80		
3	APPLES, SLICED, CANNED	6/10			29.85
4	APRICOT HALVES	100 pk			31.95
5	ASST. HORS DOUVRES	100PK			27.85
6	BBQ SAUCE, CANNONBALL OR EQUAL, GALS.	cs	29.50		
7	BACON, FRESH, SLICED 25 LB.	cs	28.25		
8	BANANAS, FRESH	12 oz.	24.00		
9	BAY LEAF	26 oz	18.70		
10	BASIL	26OZ	16.60		
11	BEANS, FRENCH CUT, FROZEN	6/10		23.76	
12	BEANS, GARBANZO	12/case			
13	BEANS, ITALIAN, FROZEN (12-1/2 LB. PKG.)	12/case	19.70		
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	12/case	31.50		
15	BEANS, STRING, REG. CUT, FROZ.	12/2#	17.45		
16	BEANS, WAXED, FROZEN	12/2.5#	26.00		
17	BEANS, WAXED	#10 can	24.50	N/B	
18	BEEF, BOTTOM ROUND	lb.	2.89	N/B	
19	BEEF, TOP ROUND	per #	3.97	N/B	
20	BEEF, FRESH, CHOPPED 10# PKGS.	10# pkg.	29.99	N/B	
21	BEETS, SLICED	6/10			22.85
22	BISCUITS, OVEN READY	175 ct	27.90		
23	BOW TIE NOODLES	10#		14.55	
24	BREAD CRUMBS, ITALIAN	6/5#			17.10

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
25	BREADSTICKS, FRENCH	12/case		35.85	
26	BROCCOLI SPEARS, FROZEN (2 LB. PKG.)	12/case	17.94		
27	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	12/3#	21.85		
28	BROCOLLI FLORETS	32 OZ.	27.70		
29	BRUSSELS SPROUTS, FROZEN	12/2#	18.90		
30	BUTTER PATTIES (individual) 47 CT/17#				50.66
31	CABBAGE (24 CT)	50 lbs case			19.95
32	CABBAGE, RED	6/10		30.63	
33	CABBAGE, SHREDDED (cole slaw mix)	4/5#	22.60	N/B	
34	CAKE, BROWNIE, SHEET, FROZEN	4/80 oz		51.17	
35	CAKE, CARROT, SHEET, FROZEN	4/96 oz		69.48	
36	CAKE, CHEESE	4/16 sl		57.95	
37	CAKE, CRUMB, SHEET, FROZEN	1 sheet	17.80		
38	CAKE, POUND (4 LB. EACH)		12.25		
39	CAKE, POUND INDIVIDUAL	24 ct,		11.25	
40	CAKE, RASPBERRY, SHEET, FROZEN	1 sheet	17.80		
41	CANTALOUPE	EACH	market		
42	CARROTS, BELGIAN	6/10	27.78		
43	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/cs	13.92		
44	CARROTS, FRESH	6/1#			4.74
45	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/cs			18.96
46	CELERY, FRESH	6 ct	5.80		
47	CEREAL, CORN FLAKES (individual)	96 ct	23.00		
48	CEREAL, CREAM OF WHEAT	??		38.42	
49	CEREAL, OATMEAL	12/48 oz	32.40		

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
50	CEREAL, RAISIN BRAN (individual kellogs bowl)	96 ct			23.85
51	CEREAL, SPECIAL K	70 ct			29.70
52	CEREAL, TOASTED OATS (individual)	96 ct	22.97		
53	CHEESE, AMERICAN LOAF (5 LB.)	loaf			11.50
54	CHEESE, CHEDDAR, SHREDDED	5# tub			14.70
55	CHEESE, COTTAGE	5# tub			7.75
56	CHEESE, MOZZARELLA. SHREDDED	5# tub			14.45
57	CHEESE, PARMESAN, IMPORTED	200 ct			18.54
58	CHEESE, PARMESAN, PC	200 ct			19.85
59	CHEESE, SWISS (4" x 4")	per lb.	3.26		
60	CHERRIES	GAL.			11.85
61	CHERRY PIE FILLING	6#10			65.75
62	CHICKEN CUTLET #0944	40/4 oz.	34.85		
63	CHICKEN, DICED	10#	33.70		
64	CHICKEN, GRILLED 2 6#	48 ct			32.63
65	CHICKEN, HEALTHY CHOICE	pk			
66	CHICKEN NUGGETS 10 # PKGS.	10#	24.50		
67	CHICKEN TENDERS, UNBREADED, FRESH	10#	28.00		
68	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	#		1.07	
69	CHILI W/BEANS, #10 CANS	6/10		62.45	
70	CINNAMON	15 oz			2.95
72	COD, POTATO CRUST	10#	64.00		
71	COFFEE, DECAF (1 LB. PKGS.)	12/14oz.	52.75		
72	COFFEE, REGULAR	12/14 oz	50.60		
73	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE			58.75
74	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/3#	29.58		

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
75	COOKIES, CHOCOLATE CHIP	10#			19.35
76	COOKIES, LORNE DOONES	10#	20.45		
77	COOKIES, OATMEAL	10#			17.75
78	COOKIES, SUGAR 10# BULK	10#			17.75
79	COOKIES, SUGAR FREE VARIETY	5#		20.77	
80	COOKIE, OREO, 4-PACK	120 ct.		39.38	
81	CORN, COBETTES 96 PK.	96 pk	14.25		
82	CORN, WHOLE KERNEL	6/10		22.16	
83	CORN STARCH	24#			16.85
84	CRAB CAKES-MRS. FRIDAYS	53/3oz			37.90
85	CRACKERS, OYSTERETTE TYPE	150 ok			11.85
86	CRACKERS, PREMIUM UNSALTED	500/2pk	14.90		
87	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	6/10		38.64	
88	CREAM CHEESE	5#	6.88		
89	CUCUMBERS	10#	7.85		
90	DANISH, ASSTD. FROZEN, WRAPPED	24ct			17.75
91	DRESSING, COLESLAW (GAL. JARS)	4/cs	46.00		
92	DRESSING, ITALIAN (4 GAL. JARS)	10.5 # case			23.85
93	EGGPLANT ROLETTE 48/cs	3.5oz			28.95
94	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	6/5#		29.55	
95	EGGS, LARGE 15 dz.	cs			20.85
96	FILLING, BLUEBERRY	6/10			76.75
97	FISH, BREWER CHOICE	40/4oz case			27.90
98	FISH CAKES 9/4.5 LB. 324 CT.	324ct	48.55		
99	FISH IN A MINUTE-53/3 OZ.	10#	37.96		
100	FISH, OCEAN PERCH BATTERED	53/3oz	28.44		

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	MIVILA
101	FISH SOLE SCALLOP & CRAB STUFFED	32/5oz		51.90
102	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6cs		46.85
103	FLOUR	25# bag		9.50
104	FRENCH FRIES, OVEN READY	6/5# bgs		17.85
105	FRENCH TOAST AUNT JEMIMA	144 cs		23.50
106	FROZEN CHOPPED SPINACH	12/3#		24.48
107	FRUIT COCKTAIL	6/10		31.85
108	FRUIT SALAD MEDLEY	2 gal	33.25	
109	GARDEN SALAD MIX	4/5#		26.85
110	FRUIT SALAD, TROPICAL	6/10		27.84
111	GARLIC POWDER	19oz	7.60	
112	GRAHAM CRACKERS	200/2pk		21.11
113	GRAHAM CRACKER CRUMBS	10#bag		19.36
114	GRAVY MASTER 12 QT/CS	case	89.55	99.67
115	GRAVY, BEEF, CAMPBELL'S (51 OZ. CANS)	12/case		45.06
116	GRAVY, CHICKEN , CAMPBELL'S (51 OZ. CANS)	12/cs		32.59
117	GRAVY, TURKEY	12/5#cans		29.85
118	HAM, BAKED, USGS DELI HAM low sodium	2/13#		50.18
119	HAM, FRESH, SKINNED & BONELESS, TRIMMED,TIED	lb		1.98
120	HAM, VIRGINIA	lb		2.69
121	HASH, CORNED BEEF	6/10		56.90
122	HOT DOGS, ALL BEEF,SABRETT 10# 8 to 1	pk80	31.45	
123	JELL-O, CITRUS	12/case		26.65
124	JELL-O, RED 24 OZ.	12/cs		30.78

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
125	JELLY, MINT	1/4#		4.58	
126	JUICE, CRANBERRY 12/46	cs	30.40		
127	JUICE, CRANBERRY SUGAR FREE	3 gal	68.80		
128	JUICE, GRAPE, SUGAR FREE	3 gal			48.75
129	JUICE, ORANGE (46 OZ)	46oz			21.85
130	JUICE, ORANGE -FROZEN (4 OZ)	72/4oz	12.22		
131	JUICE, PINEAPPLE 46 OZ.	12/cs			19.85
132	KALE, FROZEN 12/3#				25.92
133	KETCHUP, IND. HEINZ OR EQUAL	1000 cs			19.85
134	KETCHUP, HEINZ (OR EQUAL)	6/10			26.85
135	KIDNEY BEANS (6 LB. CANS)	6/cs			19.85
136	LAMB, LEG, BONELESS, FRESH,AMERICAN	LBS.			5.95
137	LASAGNA ROLL UPS 60 3.5 oz		29.88		
138	LEMONS, FRESH	24/case	market		
139	LETTUCE, ICEBERG	24cs	market		
140	MACARONI SALAD	30#tub	28.35		
141	MANICOTTI, CELENTANO 60/2.7 oz				20.75
142	MARGARINE, BLOCK	30#			22.85
143	MAYONNAISE, (IND.) hellmans or equal	200ct	24.60		
144	MAYONNAISE, HELLMANN'S	4/1gal			54.00
145	MEATBALLS,ITALIAN, 10 lb.	10#		24.43	
146	MELONS, HONEYDEW	6count	market	N/B	
147	MILK, EVAPORATED	cs/48tall		31.02	
148	MRS. DASH 2/5 oz	12 case	n/b	45.45	
149	MUFFINS, APPLE CINNAMON	12 case	11.40		

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
150	MUFFINS, BANANA	12/case	11.40		
151	MUFFINS, BLUEBERRY	12 case	11.40		
152	MUFFINS, CHOCOLATE CHIP	12/cs	11.40		
153	MUSHROOMS, CANNED	6/10			42.00
154	MUSTARD, GULDEN'S 4 gal	case			25.75
155	MUSTARD, GULDEN'S (IND.)	500cs		15.91	
156	NUTMEG	16 oz.	11.35		
157	OATMEAL RAISIN COOKIES-100/2ct.	100pc/2pk		19.65	N/B
158	OLIVES, GREEN (125 CT)	1 gal	12.35		
159	OMLETTES, PLAIN	17 oz.		24.42	
160	ONION POWDER	17oz			2.89
161	ONIONS,PEARL,FROZEN,12/2#	50#	30.55		
162	ONIONS, RED	10# bag	n/b		27.85
163	ONIONS, SPANISH, FRESH	100 case	n/b		9.90
164	ORANGES, FRESH	case	25.45		
165	ORANGES, MANDARIN, CUPS, 4 OZ.	6/10			31.95
166	OREGANO		14.70		
167	PAM SPRAY 6/16.5 OZ.	16.5oz			16.90
168	PANCAKE, DOWNYFLAKE, OR EQUAL	144cs			15.95
169	PAPRIKA	16oz			2.85
170	PARSLEY, FLAKES	11oz			5.95
171	PARSLEY, FRESH	6ct	3.65		
172	PASTA, EGG NOODLES	10#box	14.20		11.95
173	PASTA, ELBOW MACARONI	20 lb box			15.95
174	PASTA, ROTINI	20# box			15.95
175	PASTA, SHELLS, MEDIUM	20 lb box			15.95

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
176	PASTA, SPAGHETTI	20#box			15.95
177	PASTA, TRI-COLOR MACARONI	20 lb box			24.85
178	PASTA, ZITI	20#box		14.20	
179	PASTRY DOUGH SQUARES 5X5 120/2oz	cs			35.50
180	PEACHES, SLICED,NATURAL,NO SUGAR	6/10			28.90
181	PEANUT BUTTER (5 LB.)	6/cs	46.94		
182	PEAR HALVES,NATURAL, NO SUGAR	6/10		26.70	
183	PEAS & CARROTS, FROZEN 12/2.5	cs			21.60
184	PEAS, FROZEN 12/2.5	cs			23.10
185	PEARS, DICED,NATURAL, NO SUGAR	6/10		27.27	
186	PEPPER STRIPS mixed red & green	6/10			26.85
187	PEPPER, BLACK	16oz			4.19
188	PEPPER STEAK, THIN SLICED	10#bx			27.90
189	PEPPERS, FRESH GREEN	25#			25.85
190	PICKLE SPEARS 5 GAL.	5gal		20.74	
191	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/cs			17.75
192	PIE. COCONUT CUSTARD	6/10"		32.08	
193	PIE FILLING, CHERRY	6/10"	43.00		
194	PIE. PEACH	6/10"			33.90
195	PIE SHELLS, FROZEN 10"	6/10"			24.85
196	PIE, PUMPKIN	6/10"	31.77		
197	PIE, SWEET POTATO	6/10"			37.90
198	PIES, MRS. SMITH, APPLE 10"	6/10		29.33	
199	PINEAPPLE CHUNKS	6/10			26.85

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
200	PINEAPPLE SLICED	6/10		28.98	
201	POPCORN, VENDING	72ct			14.95
202	PORK & BEANS, (BAKED BEANS) BUSH'S OR EQUAL	6/10			19.85
203	PORK CHOPS, FRESH, CENTER CUT 1/2"	10#bx			31.00
204	PORK PATTIES, RIB-B-QUE, COOKED 64/3.75 oz	case			44.85
205	POTATO CHIPS	104CT		30.10	
206	POTATOES, DICED	6/10			23.85
207	POTATOES, FRESH, IDAHO	50#			24.85
208	POTATOES, HASH BROWN PATTY	288ct	36.60		
209	POTATOES, INSTANT	6/10	39.80		
210	POTATOES, REDS	50#	n/b		24.85
211	POTATO SALAD	8#			7.12
212	POTATO SKINS 4/4#	10#			37.95
213	POTATOES, FRESH PEELED	30#	32.00		
214	POTATOES, SLICED	6/10	24.55		
215	POTATOES, SWEET, YAMS	6/10		26.70	
216	POTATOES, WHOLE	6/10		26.14	
217	PRETZEL, VENDING	88ct		25.47	
218	PUDDING, BANANA	6/10			20.95
219	PUDDING, BUTTERSCOTCH	6/10			21.95
220	PUDDING, CHOCOLATE	6/10			21.95
221	PUDDING, LEMON	6/10			24.85
222	PUDDING, RICE	6/10			26.85
223	PUDDING, TAPIOCA	6/10			24.85
224	PUDDING, VANILLA	CS			20.95

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
225	PUNCH, 12/46 OZ.	cs			15.85
226	RAISINS, DRIED	30#			50.70
227	RAVIOLI, CANNED W/TOMATO SAUCE	6/10			31.95
228	RELISH - 4 gal	cs			17.75
229	RELISH (INDIVIDUAL)	200ct			6.95
230	RICE, MEXICAN FIESTA 6/25.9oz				33.95
231	RICE, GARDEN BLEND	6/36 oz.			48.75
232	RICE PILAF	6/36 oz.			28.95
233	RICE, SPANISH	25#			45.85
234	RICE, UNCLE BEN'S (OR EQUAL)	25#	15.82		
235	RICE, WILD, LONG GRAIN	6/36oz	33.70		
236	RINSE EPIC CHEMICAL	5gal	74.50		
237	ROLLS, HOT DOG (12 PKGS.)	144ct	15.80		
238	ROLLS, DINNER	120 ct.		17.68	
239	ROLLS, HAMBURGER 120 COUNT	120 ct.			15.85
240	SALISBURY STEAK, NO GRAVY, 4 OZ.	40/CS	28.70		
241	SALT	24/26OZ			9.85
242	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10		23.33	
243	SAUCE, CHEESE, CAMPBELL'S OR EQUAL	6/10			29.85
244	SAUCE, SPAGHETTI	6/10			17.95
245	SAUCE, TOMATO	6/10			17.85
246	SAUCE, WORCESTERSHIRE(1 GAL.)	4/CS			15.85
247	SAUERKRAUT, #10 CANS	6/10			25.85
248	SAUSAGE LINKS, COOKED-200/8OZ	case		21.48	
249	SAUSAGE PATTIES-10#-160CT	CS		21.48	

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
250	SAUSAGE, ITALIAN 10# PKGS.	pkg			19.80
251	SAUSAGE, POLISH, 10# PKGS.	2.5# bx			25.90
252	SEA LEG SUPREME	2.5#BX	5.26		
253	SHELLS, STUFFED, MEDIUM	92/1.75	20.36		
254	SHREDDED CABBAGE (COLESLAW MIX)	20#	23.45		
255	SHORT RIBS COOKED	6.3 34#			
256	SHRIMP, BUTTERFLY,BREADED 16/20 LG.			63.15	
257	SIRLOIN PATTIES, 4 OZ. FRESH	10#BX	31.00	N/B	
258	SOUP BASE,CREAMED-28 OZ.	6/CS		36.48	
259	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.	12/#5			46.85
260	SOUP, MANHATTAN CLAM, CAMPBELL'S-LG 51 OZ.	12/case			36.95
261	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.	12/case			36.95
262	SOUP, CREAM/MUSHROOM, #5 CANS	12/CS			38.85
263	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	12/CS			42.95
264	SOUR CREAM	5#CONT			6.85
265	SOY SAUCE (1 GAL. JAR),LOW SODIUM	4/1GAL	44.80		
266	SPANISH RICE, UNCLE BEN'S	12/pkg.			
267	SPINACH, CHOPPED	12/3#			24.48
268	SQUASH, YELLOW, SLICED, FROZEN (3 LB. PKG.)	12/CS	29.78		
269	STEW BEEF, FROZEN 5# PKGS.	10#BULK			29.90
271	STRINGBEANS REG. CUT	6/10		21.59	
272	STRAWBERRY SORBET-S.F.				29.85
273	STRAWBERRIES, SLICED, FROZEN (6.5 #)	6/case		40.77	
274	STUFFING, UNCLE BEN'S (28 OZ.)	6/CS			33.90

AWARDED 2011

270	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
275	SUGAR, 5 LB. PKG.	8/5#			27.90
276	SUGAR, BROWN 1 LB. PKG.LIGHT OR DARK	24/1#			25.85
277	SUGAR, IND.	2000CT		13.16	
278	SUN CUP PUNCH	72/4OZ			10.75
279	SUNCUP CRANBERRY	72/4 oz.			11.95
280	SUN CUP APPLE	72/4 oz.			10.50
281	SUN CUP PINE/ORANGE	72/4OZ	11.89		
282	SUPER CHICKEN	15#			52.90
283	SWEET & LOW (2 PKG./3000))	2000CT			18.95
284	SYRUP, PANCAKE (1 GAL)	4/1GAL			16.95
285	TART SHELLS, BURRY 3"	72PK			19.85
286	TARTAR SAUCE, PC 160 PACK	160PK			10.95
287	TEA, LIPTON	10/100			32.95
288	TERIYAKI GLAZE	6/64OZ			41.85
289	TEXAS TOAST	120/CT			20.95
290	THYME	33OZ	29.70		
291	TOMATO PASTE	6/10		30.11	
292	TOMATO PUREE	6/10			18.95
293	TOMATOES, BEEFSTEAK	25#			
294	TOMATOES, CHERRY	12/PT			
295	TOMATOES, PLUM, PEELED	6/10	24.85		
296	TOMATOES, WHOLE, BEEFSTEAK		MARKET		
297	TURKEY BREAST(PERDUE 3 STAR OR EQUAL)	LB.		2.84	
298	TURNIP GREENS, FROZEN, CHOPPED #3 CANS	12/3#			26.64
299	TURNIPS, FROZEN ,DICED	122#			14.88

AWARDED 2011

	DESCRIPTION	UNIT	SAVORY	DICARLO	MIVILA
300	VANILLA FLAVORING (IMITATION)	QT			3.85
301	VEAL PATTIES 40/4OZ				18.90
302	VEGETABLE OIL (GAL. JARS)	6/CS		42.39	
303	VEGETABLES, MIXED	6/10			20.95
304	VEGETABLE, ITALIAN BLEND, FROZEN (2 LB. BAG)	12/case	21.60		
305	VEGETABLE, NORMANDY BLEND,FROZ.(2LB. BAG)	12/case			18.48
306	VEGETABLE, SCANDINAVIAN BLEND,FROZ.(2 LBS.)	12/CS			18.48
307	VINEGAR, WHITE, 1 GAL.	4/1GAL			5.95
308	WAFFLE, EGGO	120CT	14.93		
309	WATER, SPARKLING	12/33OZ		14.20	
310	WATERMELON, WHOLE X LARGE			N/B	
311	WHIPPED CREAM,EVERFRESH (15 OZ.)	12/CS		N/B	
312	WHIPPED TOPPING, EVERY READY - 32 OZ.	12/CS			39.75
313	YOGURT, ALL LOW FAT, FLAVORS	12/8OZ	7.95		
314	ZUCCHINI & TOMATOES	6/10			31.95
315	ZUCCHINI, SLICED, FROZEN (3 LB. PKG.)	3#	25.50		

TOWN OF RIVERHEAD

Resolution # 677

APPOINTMENT OF A CALL-IN SEASONAL CLERK TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In seasonal Clerk is needed by the Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective September 7, this Town Board hereby appoints Stephanie Janecek to the position of Clerk II, at the hourly rate of \$22.00 and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110678

TOWN OF RIVERHEAD

Resolution # 678

APPROVES A STIPULATION OF AGREEMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Board ratifies and approves a stipulation of agreement between the Town and an employee dated August 26, 2011; and

BE IT FURTHER RESOLVED, that the Town Board rescinds that portion of Resolution number 617 of 2011 regarding the appointment of a hearing officer.

NOW, THEREFORE, BE IT RESOLVED, that all Town Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained for 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

After the Adoption of resolution #678 Councilwoman Giglio request to go back to rescind the resolution. This motion was seconded by Councilman Gabrielsen.

THE VOTE:

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

09.07.2011
110679

ADOPTED

TOWN OF RIVERHEAD

Resolution # 679

**COMMEMORATING THE TENTH ANNIVERSARY OF THE SEPTEMBER 11, 2001
TERRORIST ATTACKS ON THE UNITED STATES**

**Proclaiming September 11, 2011, As "Patriot's Day"
In The Town Of Riverhead, New York**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, America's view of the world changed forever the morning of September 11, 2001, when the deadliest acts of terrorism ever launched against this nation killed thousands of innocent people in New York, Washington D.C. and Pennsylvania; and

WHEREAS, we are forever grateful to the rescue, law enforcement, military, emergency personnel and other citizens who selflessly risked their lives in response to the attacks to reach those in need and those who endured the physical and emotional strain of the recovery operation; and

WHEREAS, we are especially proud of those who answered their nation's call and tirelessly helped search for survivors and recover remains amid the World Trade Center's maze of twisted steel and debris; and

WHEREAS, since that fateful morning, the United States has been engaged in a global "War on Terror" in an attempt to root out those intent on bringing harm to our nation and its citizens; our strength, heroism and unity will become this nation's resolve to confront terror and leave behind a legacy of peace; and

WHEREAS, as we reflect on the tenth anniversary of that tragic day, we pause to remember the horrific events of September 11, 2001 by paying tribute to the innocent victims and expressing gratitude to those who courageously responded in its aftermath; and

WHEREAS, days of prayer and remembrance have been set aside to remember the thousands of lives lost and the innocent men, women and children whose lives have been forever changed by those senseless acts; and

WHEREAS, September 11, 2001 reminds us that all Americans must stand together as we continue to heal our wounds and remain committed to defending our nation's freedom; those whom we lost will forever hold a cherished place in our hearts and in the history of our great Nation; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead commemorates the tenth anniversary of the September 11, 2001 terrorist attacks on the United States and hereby proclaims September 11, 2011, as **"PATRIOTS DAY"** in the Town of Riverhead, New York; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 680

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF RIVERHEAD AND THE RIVERHEAD FIRE DISTRICT FOR SAND AND SALT SERVICES

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead and the Riverhead Fire District wish to enter into an inter-municipal agreement whereby the Town of Riverhead Highway Department will provide salt and sand services to the Riverhead Fire District; and

WHEREAS, the Town of Riverhead will provide this service to the following Fire District locations: Roanoke Avenue Headquarters, Hubbard Avenue, Hamilton Avenue and Riley Avenue; and

WHEREAS, the sand and salt service will cost the Riverhead Fire District \$100.00 each time the service is provided (not per weather event); and

WHEREAS, the service only provides salt and sanding of the parking lots and does not include walkways or entrances nor does it include snow plowing services; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead authorizes the Supervisor to execute the attached inter-municipal agreement with the Riverhead Fire District.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

MUNICIPAL COOPERATION AGREEMENT entered into as of the ____ day of _____, 2011, by and between the **RIVERHEAD FIRE DISTRICT**, with offices for the transaction of business located at Roanoke Avenue, Riverhead, New York and the **TOWN OF RIVERHEAD**, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

WHEREAS, the Town of Riverhead through its Highway Department is responsible for snow removal from town roadways and town property throughout the Town and, as such, the Town Highway Department has the facilities, personnel and equipment to perform snow removal and related tasks, including salt and sanding; and

WHEREAS, the Riverhead Fire District has adequate equipment and personnel required to perform snow removal, however, the District lacks adequate equipment and/or facilities for the storage of and application of sand and salt required for parking areas at the following Fire District locations: Roanoke Avenue Headquarters, Hubbard Avenue, Hamilton Avenue, and Riley Avenue; and

WHEREAS, the Riverhead Fire District finds it appropriate and cost effective to contract for salt and sanding services and requests that the Town of Riverhead Highway Department provide assistance to the Fire District limited to the application of salt and sand in the parking areas identified above; and

WHEREAS, the Riverhead Fire District and Town of Riverhead, through its Highway Department, wish to enter into an inter-municipal agreement for such services; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the Town and Fire District are authorized to enter into a municipal cooperation agreement with respect to salt and sanding services; and

WHEREAS, the parties recognize what their respective rights and obligations will be under the agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth above and fully set forth in the Agreement below, the parties agree as follows:

THIS AGREEMENT is made _____, 2011 by and between the Town of Riverhead, hereinafter referred as the "TOWN" and the Riverhead Fire District, hereinafter referred as the "DISTRICT", and hereinafter collectively called the "PARTIES".

IT IS HEREBY AGREED by and between the PARTIES, that the TOWN agrees to apply sand and salt, or other material on parking areas at the following DISTRICT locations:

Roanoke Avenue Headquarters, Hamilton Avenue, Hubbard Avenue, and Riley Avenue during the months of November 1 to April 1 each year that this Agreement is in effect as the Town Highway Superintendent deems it necessary or *at the request of anyone of the following DISTRICT representatives:

_____, _____, _____, _____,

The DISTRICT shall provide the TOWN with 12 hours notice to complete the task of application of salt and/or sand. This notice shall be satisfied by contacting the Town of Riverhead Highway Department at (631) 727-3200 ext. 228 during regular business hours (7:30 am to 3:30 pm) or by contacting Superintendent George Woodson during non business hours.

The DISTRICT may alter this list at any time. The DISTRICT will notify the Town in writing of any such change.

The DISTRICT shall be responsible to plow all snow and ice from the parking area and shall make every good faith effort not to plow residual snow onto Town roadways and sidewalks.

The DISTRICT shall be responsible to remove snow and ice, salt and sand all pathways, entrances, exits, means of ingress and egress be it for pedestrian or vehicle access to the buildings, offices, garage or other such structures located on or adjacent to the identified parking areas and it is understood that the TOWN shall not be responsible for or provide any such snow removal, salt or sanding services to such areas.

The TOWN shall perform such salt and sand application to the same extent and in the same timely fashion as the TOWN shall perform such services on its own town highways and parking areas.

The TOWN further agrees to supply all labor, machinery, tools and equipment in the performance of the work under this Agreement.

The DISTRICT agrees to reimburse the Riverhead Town Highway Department for its costs in performing such services, according to the following procedures:

- a. The TOWN agrees to keep, during the period of this AGREEMENT, an itemized annual record of daily operations, on a form to be provided by the Town Highway Superintendent and to submit such completed form together with a certified voucher noting the date, time, location for each application of sand and/or salt ; and
- b. The DISTRICT agrees to pay a flat rate of \$100.00 per application at the four identified locations (not per location). It is understood that due to the snow event or conditions related to the snow event (wind, rain etc.), the TOWN may perform

one or more applications at each of the identified locations per day/evening and seek payment for each application.

This AGREEMENT shall be in full force and effect from and after _____ 2011 until _____ 20____, unless terminated sooner by either PARTY upon 60 days' notice in writing to the other PARTY.

The Town of Riverhead is self insured and shall maintain said self insured status during the period of this agreement. The Riverhead Central Fire District shall procure and maintain, at its sole cost and expense, any and all insurance necessary to protect itself from claims for which it may be legally liable arising from the activities contemplated under this Agreement. All policies shall provide for at least thirty (30) days written notice of cancellation or amendment.

Each party agrees to indemnify and hold harmless the other party, its agents and employees from and against all claims, damages, losses and expenses of a third party arising out of or resulting from the sand or salt application to the parking areas at the four locations provided that such claim, damage, loss or expense is caused in whole or part by the negligent act or omission of the indemnifying party or anyone for whose acts it may be liable.

Any alteration, change, addition, deletion or modification of any of the provisions of this Agreement or any right either party has under this Agreement shall be made by mutual assent of the parties in writing and signed by both parties.

This Agreement may not be assigned by either party without the prior written authorization of the non-signing party.

Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship or partnership or joint venture, between the Town of Riverhead and the Riverhead Fire District and any officer, employee, servant, agent or independent contractor of the Riverhead Fire District.

This Agreement shall be governed by the Laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

This Agreement constitutes the full and complete agreement between the Riverhead Fire District and the Town of Riverhead, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

This Agreement had been mutually arrived at and shall not be construed against either party as being the drafter or causing this Agreement to be drafted.

The undersigned representative of the Town of Riverhead hereby represents and warrants that the undersigned is an officer, director or agent of the Town of Riverhead with full legal rights, power and authority to enter into this Agreement on behalf of the Town of Riverhead and bind the Town of Riverhead with respect to the obligations enforceable against the Town of Riverhead in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

RIVERHEAD FIRE DISTRICT

By: _____

Printed Name: _____

Date: _____

TOWN OF RIVERHEAD

By: _____

Printed Name: _____

Date: _____

09.07.2011
110681

ADOPTED

TOWN OF RIVERHEAD

Resolution # 681

**APPROVES CHAPTER 90 APPLICATION OF DARKSIDE PRODUCTIONS INC.
(Haunted House Walk-through – September 30th – October 31st, 2011)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on August 16, 2011, Darkside Productions Inc. submitted a Chapter 90 Application for the purpose of conducting a haunted house walk-through to be held at 5184 Rte. 25A, Wading River, New York, on Friday, September 30, 2011 through Monday, October 31, 2011, between the hours of 12:00 noon and 12:00 midnight; and

WHEREAS, Darkside Productions, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of Darkside Productions, Inc. for the purpose of conducting a haunted house walk-through to be held at 5184 Rte. 25A, Wading River, New York, on Friday, September 30, 2011 through Monday, October 31, 2011, between the hours of 12:00 noon and 12:00 midnight, is hereby approved; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent

installation and all electric shall comply with the applicable 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 this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required 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 a "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Darkside Productions, Inc., 4 Olive Street, Rocky Point, New York, 11778; and be it further .

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110682

ADOPTED

TOWN OF RIVERHEAD

Resolution # 682

**AUTHORIZATION TO EXTEND CONTRACT TO WEDEL SIGN CO., INC FOR
SIGNAGE FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Resolution # 594 adopted by the Town Board on July 20, 2010, the Town of Riverhead awarded the bid for Signage to Wedel Sign Co., Inc. for the fabrication and installation of interior (door, office directional, informational, etc.) and exterior (directional, location/destination, informational, etc.) signage on an as needed basis for the Town of Riverhead; and

WHEREAS, the Town of Riverhead extended the contract to Wedel Sign Co., Inc. for a limited time to enable the Town to prepare bid specifications, competitively bid, evaluate all responses to the bid, and if appropriate award the bid to the lowest responsible bidder; and

WHEREAS, as a result of the publish, post and issuance of bid specifications for signage, the Town received only one response; and

WHEREAS, the Town reviewed the bid specifications and compared to prior years specifications/bid package, plus gave consideration to the number responses to past years request for bids for signage, and determined that the public interest would best be served by declining to award the signage contract at this time and instead direct that the Purchasing Director, with assistance from the Town's Engineer, amend, clarify and republish and post bid specifications; and

WHEREAS, during the period of time the specifications are amended and posted such that the Town may evaluate and, if appropriate, award a contract for signage for 2011-2012, the Town seeks to extend the contract with Wedel Sign Co., Inc. under the original terms and conditions for an additional 90 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to successful bidder for Signage; and

WHEREAS, Wedel Sign Co., Inc has agreed to extend the contract for an additional 90 days from this date under the same terms and conditions as the original contract; and

NOW THEREFORE BE IT RESOLVED, the Town Board approves the extension of the contract with Wedel Sign Co., Inc. for an additional 90 days from this date and authorizes the Supervisor to approve Department Heads requisitions and authorize and approve purchase orders for fabrication and installation of interior (directional, informational, etc.) and exterior (directional, location/destination, informational, etc.) signage from Wedel Sign Co., Inc. during the contract extension period; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 683

**AUTHORIZES PAYMENT TO IVY ACRES, INC FOR LANDSCAPE SUPPLIES FOR
2010 - 2011**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead, in an effort to make the Riverhead Town Hall presentable to our visiting tax payers and improve the visual appearance of our community, seasonally plants flowers outside the Town Facilities, including destination areas and parks; and

WHEREAS, due to financial distress of the Town of Riverhead in recent years, the Town contemplated abandoning efforts to perform seasonal planting; and

WHEREAS, Ivy Acres, Inc. agreed to donate plants necessary for planting at all Town facilities and select locations to assist the Town in efforts to bolster Town's visual appearance; assist in revitalization of the Town's Downtown/Main Street area; and, encourage residents to visit and enjoy Town parks for 2010 calendar year and provide identical and/or similar plants for 2011 at a discount not to exceed \$20,000.00; and

WHEREAS, Ivy Acres, Inc. provided the Town with landscaping items needed and used for the 2010 and 2011 Spring season; and

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes payment to Ivy Acres, Inc. in the amount of \$19,902.23 for the 2011 Landscape items; 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 Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110684

ADOPTED

TOWN OF RIVERHEAD

Resolution # 684

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AN AMENDMENT TO CHAPTER 58 ENTITLED, "DOGS" OF THE RIVERHEAD TOWN CODE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice once in the September 15, 2011 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 58 entitled, "Dogs" to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Police Chief Hegermiller and the Office of the Town Attorney.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at 200 Howell Avenue, Riverhead, New York on the 4th day of October, 2011 at 2:05 o'clock p.m. to consider a local law amending Chapter 58 "Dogs" of the Riverhead Town Code as follows:

Chapter 58
DOGS

§ ~~58-10.1~~ Voluntary surrender of an identified dog.

~~The owner or authorized agent of the owner of a dog licensed by the Town of Riverhead may voluntarily surrender such dog to the Town of Riverhead Dog Control Officer upon the payment of a surrender fee of \$25 and the execution of a written consent in which the owner shall forfeit all title to such dog. Such dog may be offered for adoption immediately by the Dog Control Officer or euthanized, at the discretion of the Dog Control Officer.~~

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

Dated: Riverhead, New York
September 7, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M.WILHELM, Town Clerk

09.07.2011
110685

ADOPTED

TOWN OF RIVERHEAD

Resolution # 685

ADOPTS A RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AGREEMENT(S) TO PROVIDE THE COUNTY OF SUFFOLK WITH ASSURANCES RELATED TO THE DREDGING OF EAST CREEK, HAWKS CREEK, MIAMOGUE LAGOON AND AT BAYWOODS COVE LOCATED WITHIN THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Laws of Suffolk County, New York, Article VIII of the Charter established the Department of Public Works; and

WHEREAS, pursuant to the provisions set forth in the Suffolk County Charter, the Department of Public Works shall have charge and supervision of all aspects of design, construction, improvement, maintenance and repair of such items, including but not limited to, bulkheads; jetties; piers; revertments; tide gates; and, such other property and lands under the jurisdiction of the County of Suffolk; and

WHEREAS, pursuant to the provisions set forth in the Suffolk County Charter, the Department of Public Works shall have full care, custody and control of all waterways and waterways equipment, be it owned or leased, including dredges, boats and such other related equipment, except as otherwise provided by law; and

WHEREAS, the Laws of Suffolk County, New York, Article VIII of the Administrative Code sets forth the criteria for County dredging projects; and

WHEREAS, pursuant to the provisions of the Suffolk County Administrative Code, a dredging project shall only be approved by the Dredging Project Screening Committee or County Legislature if the projects are deemed to be in the public interest; and

WHEREAS, pursuant to the provisions of the Suffolk County Administrative Code, a dredging project shall be deemed to be in the public interest if it supports, improves or advances such items, including but not limited to, marine commercial uses; recreational and institutional uses; opens water shoals outside navigation channels to improve general navigation; beach nourishment and shoreline construction; mitigation damage; reduction of a navigational hazard caused by shoaling at bay-canal interfaces;

and improvement of the environmental/ecological health and/or marine productivity; and,

WHEREAS, the County of Suffolk has determined that the dredging projects of East Creek, Hawks Creek, Miamogue Lagoon and at Baywoods Cove located within the Town of Riverhead are in the public interest; and

WHEREAS, the residents of the County of Suffolk, particularly residents who reside in the Town of Riverhead, by and through their legislative body the Town Board of the Town of Riverhead, requested the County of Suffolk dredge a navigation channel in East Creek, Hawks Creek, Miamogue Lagoon and Baywoods Cove, and

WHEREAS, the County of Suffolk has represented that that the County will not commence the projects unless and until the Town of Riverhead provides the County of Suffolk with specific assurances to hold the County of Suffolk harmless for any claim and damage which may result from dredging activities, such easements or rights of way and such other items set for in the "Assurance Agreement"; and

WHEREAS, while the Town of Riverhead seeks to undertake only the assurances required under the law and comply with past practices, the Town also seeks to avoid the risk of delay or abandonment of the dredging of East Creek, Hawks Creek, Miamogue Lagoon and Baywoods Cove as any such delay or abandonment will have significant adverse impacts upon the public interest and, therefore, the Town will accede to the County's demands; and ,

NOW, THEREFORE, BE IT RESOLVED that the Supervisor be and hereby is authorized to execute, on behalf of the Town of Riverhead, the assurance agreements in favor of the County, and any such other documents or agreements that may be required to accomplish said dredging work for East Creek, Hawks Creek, Miamogue Lagoon and Baywoods Cove, including but not limited to necessary plans and specifications, surplus material area agreements, and license and/or dredging permit applications to Federal and State Agencies.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 686

AUTHORIZES THE WAIVER OF 30 DAY NOTIFICATION REQUIRED BY THE NEW YORK STATE LIQUOR AUTHORITY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Georgio's Catering, LLC, 100 Fox Hill Drive, Baiting Hollow, New York intends to renew their New York State Liquor License; and

WHEREAS, pursuant to Alcohol Beverage Control Law §64(2A), an applicant must give the municipality thirty (30) days notice of the pending liquor license application renewal unless the municipality consents to waive this thirty (30) day requirement; and

WHEREAS, Georgio's Catering, LLC, 100 Fox Hill Drive, Baiting Hollow, New York has requested that the Town Board waive the (30) day notification required by the New York Liquor Authority in an effort to expedite the renewal of a liquor license to Georgio's Catering, LLC;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby waives the thirty (30) notice period in regard to Georgio's Catering, LLC, allowing to expedite submission of the liquor license renewal and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Georgio's Catering, LLC, 100 Fox Hill Drive, Baiting Hollow, New York and that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 687

**AUTHORIZES TOWN CLERK TO PUBLISH ONE-HALF (1/2)
PAGE NOTICE PURSUANT TO NYS SANITARY CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Water District prepares an Annual Water Quality Report (AWQR) supplement; and

WHEREAS, NYS Sanitary Coder Subpart 5-1.72(g)(1)(v) requires that the supplement be available to the public.

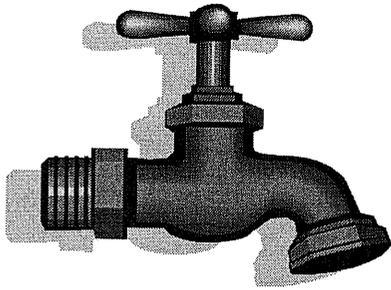
NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached advertisement, which is to be at least one-half (1/2) page in length; and be it further

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

The Resolution Was Thereupon Duly Declared Adopted



Riverhead Water District

2010 Drinking Water Quality Report

Public Water Supply Identification No. 5103705

The Riverhead Water District, as a public service to its customers, prepares an Annual Water Quality Report (AWQR). Additional information regarding your water supply is available in the Annual Water Quality Report Supplement. The Supplement contains raw water analytical data for our wells from samples that were collected before treatment and prior to being pumped to our customers. The Supplement is available to you on the Town of Riverhead website at www.riverheadli.com. The AWQR is also available at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the Riverhead Water District Office, 1035 Pulaski Street, Riverhead, New York, and the Riverhead Free Library, 330 Court Street, Riverhead, New York.

Town Board Members

Supervisor Sean Walter
Councilmember John Dunleavy
Councilmember George E. Gabrielsen
Councilmember Jodi Giglio
Councilmember James Wooten

Superintendent

Gary Pendzick

TOWN OF RIVERHEAD

Resolution # 688

**REJECTS BIDS AND AUTHORIZES TOWN CLERK TO REPUBLISH
AND REPOST NOTICE TO BIDDERS FOR WATER METERS AND
ACCESSORY EQUIPMENT FOR THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for water meters and accessory equipment for use by the Riverhead Water District; and

WHEREAS, bids were open and read aloud on the 23rd of August, 2011, at 11:00 a.m., the date and time prescribed in the notice to bidders; and

WHEREAS, the Riverhead Water District wishes to include an additional item to be considered for purchase which was not included in the original document.

NOW, THEREFORE, BE IT RESOLVED, that the bid for water meters and accessories opened on the 23rd of August, 2011, is hereby rejected; and be it further

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 **September 15, 2011**, issue of ***The News-Review***.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **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 September 26, 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. 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-2011-20A.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

09.07.2011
110689

ADOPTED

TOWN OF RIVERHEAD

Resolution # 689

AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK LOCAL #852

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town's contract with the CSEA provides for funeral leave,

WHEREAS, the Town Board has determined it appropriate to allow funeral leave to a town employee on non-consecutive days, and

WHEREAS, such leave is not addressed in the contract between CSEA and the Town,

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves this aforementioned stipulation and authorizes the Town Supervisor to execute same with his signature; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Matthew Hattorff, CSEA Unit President, Town Attorney and Financial Administrator.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110690

ADOPTED

TOWN OF RIVERHEAD

Resolution # 690

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-30 Aug 18, 2011 (TBM 09/07/11)					
FUND NAME				08/18/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1			104,277.68	104,277.68
POLICE ATHLETIC LEAGUE	4			2,962.60	2,962.60
RECREATION PROGRAM FUND	6			2,347.00	2,347.00
HIGHWAY FUND	111			14,528.60	14,528.60
WATER DISTRICT	112			27,929.86	27,929.86
RIVERHEAD SEWER DISTRICT	114			79,694.19	79,694.19
REFUSE & GARBAGE COLLECTION DI	115			2,060.31	2,060.31
STREET LIGHTING DISTRICT	116			2,863.57	2,863.57
PUBLIC PARKING DISTRICT	117			437.37	437.37
AMBULANCE DISTRICT	120			18.60	18.60
EAST CREEK DOCKING FACILITY FU	122			1,783.54	1,783.54
CALVERTON SEWER DISTRICT	124			2,920.82	2,920.82
RIVERHEAD SCAVANGER WASTE DIST	128			25,674.41	25,674.41
RISK RETENTION FUND	175			22,588.60	22,588.60
TOWN HALL CAPITAL PROJECTS	406			461.09	461.09
RIVERHEAD SEWER CAPITAL PROJEC	414			141,767.07	141,767.07
TRUST & AGENCY	735			51,069.65	51,069.65
CALVERTON PARK - C.D.A.	914			542.00	542.00
TOTAL ALL FUNDS				483,926.96	483,926.96

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

09.07.2011
110690

ADOPTED

TOWN OF RIVERHEAD

Resolution # 690

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-31 Aug 25, 2011 (TBM 09/07/11)				
FUND NAME			08/25/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		960,431.17	960,431.17
RECREATION PROGRAM FUND	6		42,327.17	42,327.17
HIGHWAY FUND	111		75,409.89	75,409.89
WATER DISTRICT	112		63,000.49	63,000.49
RIVERHEAD SEWER DISTRICT	114		23,325.66	23,325.66
REFUSE & GARBAGE COLLECTION DI	115		361,897.35	361,897.35
STREET LIGHTING DISTRICT	116		9,184.38	9,184.38
BUSINESS IMPROVEMENT DISTRICT	118		51.67	51.67
EAST CREEK DOCKING FACILITY FU	122		407.58	407.58
CALVERTON SEWER DISTRICT	124		1,176.77	1,176.77
RIVERHEAD SCAVANGER WASTE DIST	128		13,973.87	13,973.87
WORKERS' COMPENSATION FUND	173		116,348.49	116,348.49
RISK RETENTION FUND	175		160.00	160.00
CDBG CONSORTIUM ACOUNT	181		715.53	715.53
GENERAL FUND DEBT SERVICE	384		1,406.25	1,406.25
TOWN HALL CAPITAL PROJECTS	406		6,069.86	6,069.86
TRUST & AGENCY	735		1,125,437.15	1,125,437.15
TOTAL ALL FUNDS			2,801,323.28	2,801,323.28

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 690

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-32 September 1, 2011 (TBM 09/07/11)				
FUND NAME			09/01/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		557,964.92	557,964.92
POLICE ATHLETIC LEAGUE	4		10,127.62	10,127.62
RECREATION PROGRAM FUND	6		30,907.24	30,907.24
CHILD CARE CENTER BUILDING FUN	9		3,988.25	3,988.25
HIGHWAY FUND	111		94,732.91	94,732.91
WATER DISTRICT	112		53,111.99	53,111.99
RIVERHEAD SEWER DISTRICT	114		16,041.89	16,041.89
REFUSE & GARBAGE COLLECTION DI	115		2,647.39	2,647.39
STREET LIGHTING DISTRICT	116		16,752.45	16,752.45
PUBLIC PARKING DISTRICT	117		673.64	673.64
AMBULANCE DISTRICT	120		226,233.06	226,233.06
EAST CREEK DOCKING FACILITY FU	122		6,649.08	6,649.08
RIVERHEAD SCAVANGER WASTE DIST	128		17,619.51	17,619.51
RISK RETENTION FUND	175		1,389.94	1,389.94
UNEMPLOYMENT INSURANCE RESERVE	176		23.62	23.62
TOWN HALL CAPITAL PROJECTS	406		39,813.34	39,813.34
WATER DISTRICT CAPITAL PROJECT	412		67,364.40	67,364.40
RIVERHEAD SEWER CAPITAL PROJEC	414		92,833.32	92,833.32
CALVERTON SEWER CAPITAL PROJEC	424		778.74	778.74
TRUST & AGENCY	735		87,786.79	87,786.79
TOTAL ALL FUNDS			1,327,440.10	1,327,440.10

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted