

CDA

Res. #16 Authorization for the Supervisor to Execute a License Agreement with ADM Productions, Inc. (Utilize Portions of Town of Riverhead – Enterprise Park at Calverton Western Runway/Taxiway, Calverton for “Goodyear” Video

CDA.

Res. #17 Authorizes Funding Application to New York State to Support Freight Village Project

CDA

Res. #18 Authorizes Funding Application to New York State to Support MAGLEV-2000 Demonstration and Certification Project

TOWN BOARD RESOLUTION LIST:

Res. #731 Authorizes Funding Application to New York State to Support Freight Village Project

Res. #732 Authorizes Funding Application to New York State to Support MAGLEV-2000 Demonstration and Certification Project

Res. #733 2009 Calverton Rail Capital Project Budget Adjustment

Res. #734 Authorizes the Establishment of a Petty Cash Account Animal Shelter

Res. #735 General Fund Budget Adjustment

Res. #736 General Fund EEAC Budget Adjustment

Res. #737 Water Department Budget Adjustment

Res. #738 46 Dolphin Way, Riverhead, NY Chapter 96 Budget Adoption

Res. #739 Authorizes the Town of Riverhead to Direct Joseph Beneke to Remove all Weeds, Noxious Plants, Grass and/or Rank Vegetation in Excess of Ten (10) Inches in Height Upon the Premise Known as 46 Dolphin Way, Riverhead, New York, 11901, a/k/a SCTM #0600-017.00-02-001.01 Pursuant to Riverhead Town Code Chapter 96

Res. #740 Awards Bid for Miamogue Park Construction Project

Res. #741 Appoints Part-Time/Call-In Personnel for the Riverhead Youth Bureau’s Fall/Winter 2011 Mentoring Matters Program

- Res. #742** Terminates the Employment of a Part-Time Maintenance Mechanic I (David Davis)
- Res. #743** Classifies Action, Claims Lead Agency and Determines Significance of Wading River Duck Ponds Water Quality Improvement Project
- Res. #744** Ratifies a Call-In Recreation Aide to the Recreation Department (Kevin Curtis)
- Res. #745** Appoints a Call-In Recreation Aide II to the Recreation Department (Jason Sendlewski)
- Res. #746** Sets Salaries for 2011-12 Personnel for the Riverhead Youth Bureau/Recreation Department
- Res. #747** Awards Bid for Water Meters and Accessory Equipment for Use in the Riverhead Water District
- Res. #748** Appoints a Call-In Recreation Aide to the Recreation Department
- Res. #749** Authorizes the Supervisor to Execute a Stipulation with the Riverhead PBA
- Res. #750** Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-10 – Parking Prohibited)
- Res. #751** Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)
- Res. #752** Consents to Town Justices Serving in the Riverhead Justice Court when Sitting as the East End Regional Intervention Court
- Res. #753** Approves the Chapter 90 Application of Riverhead Elks Lodge #2044 (Lawn Mower Event and Children’s Bicycle Races – October 30, 2011)
- Res. #754** Authorizes the Designation of a Secondary Name to Maple Avenue in Honor of PFC Garfield Langhorne
- Res. #755** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (§108-3 Definitions; Word Usage – Accessory building, Structure or Use)
- Res. #756** Authorizes Temporary and Permanent Electric Service at Plant 17-1 Riverhead Water District

- Res. #757** Authorizes Change Order No. 1 Riverhead Water District – Well No. 16
- Res. #758** Authorizes Change Order No. 1 Interim and Permanent Treatment at Well No. 17-1 Contract E-Electrical Construction Riverhead Water District
- Res. #759** Authorizes Change Order No. 1 Interim and Permanent Treatment at Well No. 17-1 Contract G – General and Mechanical Construction Riverhead Water District
- Res. #760** Ratifies Town Board Approval for Importation/Excavation Permit Pursuant to Chapter 62 of the Riverhead Town Code to Lowe’s Home Centers, Inc.
- Res. #761** Approves the Purchase of Sand Required by the Town Highway Department to Perform Sanding Operation on Town Highways and Roadways
- Res. #762** Authorization to Publish Advertisement for Specialty Food Items for the Town of Riverhead
- Res. #763** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (§108-3 Definitions; Word Usage – Agricultural Production)
- Res. #764** Authorizes Funding Application to New York State to Support Riverhead Sewer Treatment Plant Upgrade
- Res. #765** Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders for Docks Along the Downtown Waterfront
- Res. #766** Declares Public Emergency Regarding Hurricane Irene and Authorizes the Supervisor to Execute an Agreement for Removal of Storm Debris for Incineration by Town of Brookhaven
- Res. #767** Authorizes the Acceptance of Donation(s) from a Committee Advocating Relocation and Construction of Animal shelter and Authorizes the Financial Administrator to Establish and Manage a Trust and Agency Fund
- Res. #768** Pays Bills

10.04.2011
CDA11016

ADOPTED

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 16

**AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT
WITH ADM PRODUCTIONS, INC.**

(Utilize portions of Town of Riverhead- Enterprise Park at Calverton
Western Runway/Taxiway, Calverton
for "Goodyear" video)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW, THEREFORE, BE IT RESOLVED that the Board of the Town of Riverhead Community Development Agency hereby authorizes the Chairman execution of a License Agreement (copy attached herewith) between the Town of Riverhead Community Development Agency and ADM Productions, Inc. in connection with the utilization of portions of Town of Riverhead- Enterprise Park at Calverton Western Runway/Taxiway, Calverton for making of "Goodyear" video; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Cara Hall, Associate Producer, ADM Productions, Inc., 40 Seaview Boulevard, Port Washington, New York 11050; 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

Z/TownAttorney/Reso/License w/ ADM

LICENSE AGREEMENT

This Contract is made and entered into as of this ____ day of October, 2011, by and between **ADM Productions, Inc.**, a corporation existing under the laws of the State of New York, having a principal place of business at 40 Seaview Boulevard, Port Washington, New York 11050 and the **Town of Riverhead Community Development Agency**, an urban renewal agency, with offices located at 200 Howell Avenue, Town of Riverhead, County of Suffolk and State of New York:

WHEREAS, ADM Productions, Inc., wishes to utilize specified locations located with the Town of Riverhead Community Development Agency for the purposes of videotaping for Goodyear; and

WHEREAS, the Town of Riverhead Community Development Agency has agreed to permit the utilization for said production at the following locations:

Enterprise Park at Calverton Western Runway/Taxiway; and

WHEREAS, ADM Productions, Inc. has agreed to terms under which it will be granted the use of said locations;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: The Town of Riverhead Community Development Agency hereby grants Sun Never Sets Productions, LLC permission to

utilize the aforementioned location on November 14, 2011 for the aforementioned purposes.

2. Cleanup: ADM Productions, Inc. agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the Agreement.

3. Compliance With Laws: ADM Productions, Inc. agrees at all times to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the locations.

4. Compensation: In exchange for License set forth above for the use of the aforementioned Town of Riverhead Community Development Agency locations, ADM Productions, Inc. will pay the Town of Riverhead Community Development Agency a license fee in the amount of \$400.00. All sums payable by ADM Productions, Inc. under this Agreement shall be made on or before October 31, 2011.

5. Responsibilities of ADM Productions, Inc.: Subject to the terms of this Agreement, ADM Productions, Inc. will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so that the

cleanup will be accomplished as soon as reasonably practicable (but in no event later than two days thereafter). All locations will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris.

6. Insurance and Indemnification: ADM Productions, Inc. will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 and automobile liability insurance coverage of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town of Riverhead Community Development Agency. ADM Productions, Inc. shall provide certificates of the foregoing insurance, showing the Town of Riverhead Community Development Agency as an additional insured to the extent of its interest. Finally, ADM Productions, Inc. agrees to indemnify and hold harmless the Town of Riverhead Community Development Agency and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Events and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by ADM Productions, Inc. and its employees, agents, representatives and concessionaires, of the aforementioned. With respect to any suit or claim by the Town of Riverhead Community Development Agency, whether under this indemnification provision or otherwise, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead Community Development Agency securing compliance with the provision

of this indemnification agreement.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, ADM Productions, Inc. has caused this instrument to be signed in its corporate name and the Town of Riverhead has caused this instrument to be signed in its municipal name, hereunto duly authorized, as of the day and the year first above written.

ADM PRODUCTIONS, INC.

By: _____

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____
Sean M. Walter, Chairman

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 17

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE
TO SUPPORT FREIGHT VILLAGE PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Governor Cuomo has directed nine State agencies to make New York State funding resources available through a new Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for up to \$1 billion in economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public and private partners seeks to submit a funding application to develop a freight village at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed Freight Village project will implement New York Metropolitan Transit Council (NYMTC) goals to locate a multi-modal freight village in the NYMTC region; and

WHEREAS, the proposed Freight Village project will implement Town of Riverhead CDA goals to redevelop the Enterprise Park at Calverton in an effort to

create jobs and generate tax base by supporting targeted sustainable regional growth; and

WHEREAS, development of a multi-modal freight village at the Enterprise Park at Calverton will reduce truck volumes and improve traffic operations on the Long Island Expressway and other roadways, increase rail mode share and environmental quality in the NYMTC region and create a more efficient and cost-effective freight delivery system for Eastern Long Island businesses; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead CDA Board authorizes the submission of a "Transformative Project" funding proposal to New York State on or before October 14, 2011, and a general CFA fund proposal to New York State on or before October 31, 2011, for funding to support freight rail village infrastructure; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 18

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
MAGLEV – 2000 DEMONSTRATION AND CERTIFICATION PROJECT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Governor Cuomo has directed nine State agencies to make New York State funding resources available through a new Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for up to \$1 billion in economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public and private partners seeks to submit a funding application to support a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; and

WHEREAS, the proposed project will demonstrate and certify the 2nd generation superconducting magnetic levitation transport system, the Maglev-2000 system, invented on Long Island by Doctors James Powell and Gordon Danby, the inventors of the original first generation system, now operational in Japan. The new system is designed to work with MTA’s existing infrastructure; and

WHEREAS, in 2000, Danby and Powell were awarded the Benjamin Franklin Medal in Engineering by The Franklin Institute for their invention of Maglev trains (fellow awardees include Albert Einstein and Tesla); and

WHEREAS, Dr. Danby is a Wading River resident and was awarded the distinction of Fellow by the American Association of the Advancement of Science (AAAS), cited for "seminal contributions to magnet technology, including superconductive magnets for accelerators, the ultra-high precision g-2 magnet, magnets for MRI and magnetically levitated trains."

WHEREAS, the current challenging economic environment presents an opportunity to explore alternative transportation solutions that offer new opportunities to move a growing regional population in a more efficient manner at a lower cost and realistic projections of current trends in population growth, oil production, global warming and global trade justify an investment in a United States program for achieving this advanced surface transportation system based on the superconducting Maglev (Magnetic Levitated) technology invented by New York scientists, Drs James Powell and Gordon Danby; and

WHEREAS, Powell and Danby have continued to work and have a 2nd generation transport system which is lower cost and of greater capability than the 1st generation system exploited by the Japanese that US leadership has cited as a goal for U.S. High Speed Rail, and is lower cost to build and operate than the European High Speed Rail (HSR) systems proposed by HSR advocates; and

WHEREAS, by developing a U.S. based 2nd generation Maglev transport system, America has the opportunity to become the World leader in 21st Century transport. An American Maglev manufacturing industry would generate hundreds of thousands of new jobs, and many Billions of dollars in annual exports. The U.S. still has the opportunity to develop the 2nd generation Maglev transport system. If it does not act now to seize this opportunity, the advanced Maglev system will be developed abroad and exported to the U.S., adding to our trade deficit and the job loss resulting from a declining manufacturing industry; and

WHEREAS, this transformational project will create American sustainable jobs, improve commuter rail for Long Island and the New York region, substantially improve American transport productivity, and build a solid economic foundation for America's future; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead CDA Board authorizes the submission of a "Transformative Project" funding proposal to New York State on or before October 14, 2011, and a general CFA fund proposal to New York State on or before October 31, 2011, for funding to support a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 731

AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE
TO SUPPORT FREIGHT VILLAGE PROJECT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Governor Cuomo has directed nine State agencies to make New York State funding resources available through a new Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WEHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for up to \$1 billion in economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead along with additional public and private partners seeks to submit a funding application to develop a freight village at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed Freight Village project will implement New York Metropolitan Transit Council (NYMTC) goals to locate a multi-modal freight village in the NYMTC region; and

WHEREAS, the proposed Freight Village project will implement Town of Riverhead goals to redevelop the Enterprise Park at Calverton in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

WHEREAS, development of a multi-modal freight village at the Enterprise Park at Calverton will reduce truck volumes and improve traffic operations on the Long Island Expressway and other roadways, increase rail mode share and environmental quality in the NYMTC region and create a more efficient and cost-effective freight delivery system for Eastern Long Island businesses; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a "Transformative Project" funding proposal to New York State on or before October 14, 2011, and a general CFA fund proposal to New York State on or before October 31, 2011, for funding to support freight rail village infrastructure; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 732

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
MAGLEV – 2000 DEMONSTRATION AND CERTIFICATION PROJECT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Governor Cuomo has directed nine State agencies to make New York State funding resources available through a new Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WEHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for up to \$1 billion in economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead along with additional public and private partners seeks to submit a funding application to support a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; and

WHEREAS, the proposed project will demonstrate and certify the 2nd generation superconducting magnetic levitation transport system, the Maglev-2000 system, invented on Long Island by Doctors James Powell and Gordon Danby, the inventors of the original first generation system, now operational in Japan. The new system is designed to work with MTA’s existing infrastructure; and

WHEREAS, in 2000, Danby and Powell were awarded the Benjamin Franklin Medal in Engineering by The Franklin Institute for their invention of Maglev trains (fellow awardees include Albert Einstein and Tesla); and

WHEREAS, Dr. Danby is a Wading River resident and was awarded the distinction of Fellow by the American Association of the Advancement of Science (AAAS), cited for "seminal contributions to magnet technology, including superconductive magnets for accelerators, the ultra-high precision g-2 magnet, magnets for MRI and magnetically levitated trains."

WHEREAS, the current challenging economic environment presents an opportunity to explore alternative transportation solutions that offer new opportunities to move a growing regional population in a more efficient manner at a lower cost and realistic projections of current trends in population growth, oil production, global warming and global trade justify an investment in a United States program for achieving this advanced surface transportation system based on the superconducting Maglev (Magnetic Levitated) technology invented by New York scientists, Drs James Powell and Gordon Danby; and

WHEREAS, Powell and Danby have continued to work and have a 2nd generation transport system which is lower cost and of greater capability than the 1st generation system exploited by the Japanese that US leadership has cited as a goal for U.S. High Speed Rail, and is lower cost to build and operate than the European High Speed Rail (HSR) systems proposed by HSR advocates; and

WHEREAS, by developing a U.S. based 2nd generation Maglev transport system, America has the opportunity to become the World leader in 21st Century transport. An American Maglev manufacturing industry would generate hundreds of thousands of new jobs, and many Billions of dollars in annual exports. The U.S. still has the opportunity to develop the 2nd generation Maglev transport system. If it does not act now to seize this opportunity, the advanced Maglev system will be developed abroad and exported to the U.S., adding to our trade deficit and the job loss resulting from a declining manufacturing industry; and

WHEREAS, this transformational project will create American sustainable jobs, improve commuter rail for Long Island and the New York region, substantially improve American transport productivity, and build a solid economic foundation for America's future; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a "Transformative Project" funding proposal to New York State on or before October 14, 2011, and a general CFA fund proposal to New York State on or before October 31, 2011, for funding to support a MagLev 2000 Demonstration and Certification Project for the second generation superconducting magnetic levitation transport system; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Department; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110733

ADOPTED

TOWN OF RIVERHEAD

Resolution # 733

2009 CALVERTON RAIL CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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>
405.052300.523000.44006 Infrastructure Construction & Impr	55,000	
405.052300.543500.44006 Professional Services - Engineer		55,000

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

10.04.2011
110734

ADOPTED

TOWN OF RIVERHEAD

Resolution # 734

AUTHORIZES THE ESTABLISHMENT OF A PETTY CASH ACCOUNT

ANIMAL SHELTER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board hereby authorizes the establishment of a petty cash account for the Town of Riverhead Animal Shelter in the amount of One Hundred Dollars (\$100.00); and

WHEREAS, that said petty cash account is assigned to the Chief of Police David J. Hegermiller

BE IT RESOLVED, that the Supervisor be and hereby is authorized to establish a petty cash account in the amount of \$100.00 for the Town of Riverhead Animal Shelter , and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110735

ADOPTED

TOWN OF RIVERHEAD

Resolution # 735

GENERAL FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Financial Administrator is requesting a transfer of funds for the increased cost of fuel townwide;

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>
001.092801.431625	Service Other Department - Fuel	120,000	
001.0016700.540000	Municipal Fuel Contractual Exp		120,000

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 Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110736

ADOPTED

TOWN OF RIVERHEAD

Resolution # 736

GENERAL FUND
EEAC

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, A transfer of funds is needed to repair the chimney at East End Arts Council Music School.

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>
001.016200.542500	Supplies and Service	3,000	
001.036200.543927	Service Bureau Expense	2,500	
001.016250.541150	Repairs & Maintenance	2,500	
001.075200.540000	Contractual Services		8,000

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

10.04.2011
110737

ADOPTED

TOWN OF RIVERHEAD

Resolution # 737

WATER DEPARTMENT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of the Water District requested additional funds be transferred for professional services;

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>
112.083200.543401	Education Training	1,550	
112.083200.524451	Purchase & Install Meters	5,500	
112.083200.541100	Repair Account	7,500	
112.083200.543000	Professional Services		14,550

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Business Improvement District 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 # 738

46 DOLPHIN WAY, RIVERHEAD, NY
CHAPTER 96

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

	FROM	TO
406.010010.411000.41080Real Property Taxes	\$3,750	
406.086660.540000.41080Contractual Expenses \$3,000		
406.086660.549001.41080Administration Fee		\$750

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 # 739

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT JOSEPH BENEKE TO REMOVE ALL WEEDS, NOXIOUS PLANTS, GRASS AND/OR RANK VEGETATION IN EXCESS OF TEN (10) INCHES IN HEIGHT UPON THE PREMISE KNOWN AS 46 DOLPHIN WAY, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-017.00-02-001.01 PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Chapter 96 of the Code of the Town of Riverhead (“Riverhead Town Code”) entitled, “Rubbish, Refuse, Weeds and Other Rank Vegetation” authorizes the Town Board of the Town of Riverhead (“Riverhead Town Board”) to direct removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height upon the land by the owner, renter or occupier of the premises; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner observed on September 13, 2011, and again on September 27, 2011, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height at the premises known as 46 Dolphin Way, Riverhead, New York, 11901, SCTM # 0600-017.00-02-001.01, owned by Joseph Beneke, and

WHEREAS, pursuant to Town Code, section 96-6, a Notice of Violation was served upon the reputed owners of said premise, whereby said owners were directed in said notice to cut the weeds, grass and/or rank vegetation to a height not to exceed ten (10) inches in height and remove all litter, garbage/refuse at the subject premises on or before September 23, 2011, and

WHEREAS, said owners have failed, or neglected, to eliminate the violation of Chapter 96, and

WHEREAS, the accumulation of weeds, noxious plants, grass and /or rank vegetation in excess of ten (10) inches in height poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Code of the Town of Riverhead; and

WHEREAS, pursuant to Riverhead Town Code section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height and furthermore authorizes entry onto such premises where such violation exists for the

purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

NOW THEREFORE BE IT RESOLVED, the Riverhead Town Board, be and hereby, finds that the premise designated as 46 Dolphin Way, Riverhead, New York 11901, also known as SCTM # 0600-017.00-02-001.01, owned by Joseph Beneke is in violation of Chapter 96 of the Riverhead Town Code and poses a fire hazard and a nuisance, and

BE IT FURTHER RESOLVED, that the Riverhead Town Board, be and hereby directs that the Town of Riverhead facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premises designated at 46 Dolphin Way, Riverhead, New York 11901, also known as SCTM # 0600-017.00-02-001.01, owned by Joseph Beneke, and

BE IT FURTHER RESOLVED and pursuant to Riverhead Town Code section §96-8 (C), all costs for the removal of the aforesaid violation shall be reported to Riverhead Town Board as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner Joseph Beneke, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may 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 # 740

AWARDS BID FOR MIAMOGUE PARK CONSTRUCTION PROJECT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Miamogue Park Construction Project; and

WHEREAS, five (5) bids were received, opened and read aloud on the 23rd day of September, 2011 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Miamogue Park Construction Project be and is hereby awarded to Brian V. Klug Landscaper, Inc. in the amount of One Hundred Seventy Five Thousand, Nine Hundred Seventy One & 20/100 (\$175,971.20); and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to return any and all bid bonds received in connection with this bid; and

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

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$175,971.20; and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Brian V. Klug Landscaper, Inc., P.O. Box 349, Speonk, NY 11972, Drew Dillingham, P.E., Purchasing Department and the Office of Accounting.

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 Meetinghouse Creek Bulkhead Renovation 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 April 11, 2011 and will be publicly opened and read aloud at 11:00 am on April 13, 2011 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about April 28, 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, "Meetinghouse Creek Bulkhead Renovation 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. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

Dated: April 20, 2011

10.04.2011
110741

ADOPTED

TOWN OF RIVERHEAD

Resolution # 741

APPOINTS PART-TIME/CALL-IN PERSONNEL FOR THE RIVERHEAD YOUTH BUREAU'S FALL/WINTER 2011 MENTORING MATTERS PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Youth Bureau needs to appoint personnel for the Fall/Winter 2011 Mentoring Matters Program, and

WHEREAS, pending the results of successfully completed background investigations, recommendations of suitable candidates has been made by the Youth Bureau Executive Director.

NOW, THEREFORE, BE IT RESOLVED that effective for the period of October 5, 2011 through December 31, 2011 this Town Board appoints the following personnel to the Youth Bureau's 2011 Fall/Winter Mentoring Matters Program:

Barrow, Eugene	Call-In Rec. Leader I	\$11.55 per hour
Crescimanno, Anna	Call-in Assistant Rec. Leader	\$10.75 per hour
Dubois-Rivera, Stephanie	Call-In Rec. Leader IV	\$20.00 per hour
Estrada, Christian	Rec. Aide I	\$8.75 per hour
Fusilli, Michele	Part-Time Rec. Leader	\$14.00 per hour
Nieves, Alexa	Call-In Rec. Aide II	\$10.30 per hour
Wooten, Barbara	Temporary P/T Clerk	\$13.20 per hour

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

10.04.2011
110742

ADOPTED

TOWN OF RIVERHEAD

Resolution # 742

TERMINATES THE EMPLOYMENT OF A PART-TIME MAINTENANCE MECHANIC I

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that the employment of Part-Time Maintenance Mechanic I David Davis is hereby terminated effective October 5, 2011.

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 743

**CLASSIFIES ACTION, CLAIMS LEAD AGENCY AND DETERMINES SIGNIFICANCE
OF WADING RIVER DUCK PONDS WATER QUALITY IMPROVEMENT PROJECT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead proposes structural and nonstructural best management practices for storm water runoff and sediment control within the upland tributary area of the Wading River duck ponds under the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative, including in road leaching pits and catch basins, pavement restoration and sunken storm water islands within the parking lot, and

WHEREAS, the Riverhead Planning Department has reviewed the project documentation including a short EAF Part I prepared by the Engineering Department and has recommended the directly undertaken action be considered Unlisted pursuant to 6NYCRR Part 617 for which coordinated SEQR review is optional and in this case unnecessary, and

WHEREAS, the Riverhead Planning Department has reviewed the EAF and supporting documentation and has prepared a SEQR report dated 9/20/11 which identified all adverse impacts to be short term and insignificant and subject to the oversight of wetlands authority and which found the elimination of direct roadway discharge and urban runoff pollutants to the duck ponds by leaching pits would be beneficial to the water quality of those and other surface waters including Long Island Sound; an estuary of national significance, which result was in keeping with the goals and purposes set by numerous environmental and planning studies and by resultant Federal, State County and local statutes with a negative declaration of significance therefore being recommended, now

THEREFORE BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the Lead Agency in the State Environmental Quality Review of the Wading River Duck Ponds Water Quality Improvement Project, and

BE IT FURTHER

RESOLVED, that the project be considered an Unlisted action without the potential for significant impact upon the natural and social environment and that an Environmental Impact Statement need not be prepared, and

BE IT FURTHER

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110744

ADOPTED

TOWN OF RIVERHEAD

Resolution # 744

RATIFIES A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Recreation Aide II-Level 2 is needed by the Riverhead Town Recreation Department for work in recreation facilities,

NOW THEREFORE BE IT RESOLVED, that effective September 28th, 2011, this Town Board hereby ratifies Kevin Curtis to the position of Recreation Aide II, Level 2, to be paid the rate of \$10.00 per hour and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110745

ADOPTED

TOWN OF RIVERHEAD

Resolution # 745

APPOINTS A CALL-IN RECREATION AIDE II TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation programs and events,

NOW THEREFORE BE IT RESOLVED, that effective October 5, 2011, this Town Board hereby appoints Jason Sendlewski to the position of Call-in Recreation Aide II, Level 1, to be paid the rate of \$9.08 per hour and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110746

ADOPTED

TOWN OF RIVERHEAD

Resolution # 746

SETS SALARIES FOR 2011-12 PERSONNEL FOR THE RIVERHEAD YOUTH BUREAU/RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Youth Bureau needs to set salaries for Youth Bureau/ Recreation Department personnel for the 2011-12 school year Youth Bureau Programs,

NOW THEREFORE BE IT RESOLVED, that effective October 4, 2011, this Town Board sets salaries for the 2011-12 personnel for the Youth Bureau as attached, and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

RIVERHEAD YOUTH BUREAU/RECREATION DEPARTMENT 2011-12 APPOINTMENTS

10/4/11 TOWN BOARD MEETING

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Barrow	Eugene	Call-In Rec.Leader I	2	10/5/11	6/30/12	\$11.55
Crescimanna	Anna	Call-In Asst. Rec. Leader	3	10/5/11	6/30/12	\$10.75
Fioto	Mary	Recreation Aide II	4	10/5/11	6/30/12	\$10.60
Weber	Leanne	Recreation Aide I	2	10/5/11	6/30/12	\$8.25

D. Lyczkowski: Youth Bur. 2011-12 Reso.

TOWN OF RIVERHEAD

Resolution # 747

**AWARDS BID FOR WATER METERS AND ACCESSORY
EQUIPMENT FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, bids were received, opened and read aloud on the 26th day of September, 2011, at Town Hall, 200 Howell Avenue, Riverhead, New York 11901.

NOW, THEREFORE, BE IT RESOLVED, that the bid for water meters for use in the Riverhead Water District be and is hereby awarded to Friendly Bytes Software, Inc., as listed on the bid proposal sheet and the exceptions to specifications attached hereto; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Friendly Bytes Software, Inc., 300 Rabro Drive, Hauppauge, New York, 11788; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

BID PROPOSAL SHEET**BID #RWD-2011-20A**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
1.	5/8" x 1/2" SRII ECR Meter	\$ <u>97.99</u> Each
2.	3/4" SRII ECR Meter	\$ <u>125.12</u> Each
3.	1" SRII ECR Meter	\$ <u>158.58</u> Each
4.	1 1/2" SR ECR Meter	\$ <u>379.79</u> Each
5.	2" SR ECR Meter	\$ <u>535.16</u> Each
<hr/>		
6.	5/8" x 1/2" SRII TRPL Meter	\$ <u>111.05</u> Each
7.	3/4" SRII TRPL Meter	\$ <u>138.19</u> Each
8.	1" SRII TRPL Meter	\$ <u>171.63</u> Each
9.	1 1/2" SR TRPL Meter	\$ <u>393.93</u> Each
10.	2" SR TRPL Meter	\$ <u>549.27</u> Each
<hr/>		
11. *	5/8" iPERL Meter <u>6' 2 WIRE W/ TRIP/PL SENSOR</u>	\$ <u>106.38</u> Each
12. *	3/4" iPERL Short Meter <u>/</u>	\$ <u>106.56</u> Each
13. *	3/4" iPERL Meter <u>/</u>	\$ <u>119.52</u> Each
14. *	1" iPERL Meter <u>2 5' 2 WIRE W/ TRIP/PL SENSOR</u>	\$ <u>157.97</u> Each
<u>*SEE NOTE ABOUT ACCESSORIES ON COVER LETTER</u>		
<hr/>		
15.	1.5" C ² Omni Meter	\$ <u>932.23</u> Each
16.	2" C ² Omni Meter	\$ <u>1075.65</u> Each
17.	3" C ² Omni Meter	\$ <u>1362.49</u> Each
18.	4" C ² Omni Meter	\$ <u>2366.43</u> Each
19.	6" C ² Omni Meter	\$ <u>4087.47</u> Each
<hr/>		
20.	1.5" C ² Omni Electronic Register	\$ <u>206.05</u> Each
21.	2" C ² Omni Electronic Register	\$ <u>206.05</u> Each
22.	3" C ² Omni Electronic Register	\$ <u>206.05</u> Each
23.	4" C ² Omni Electronic Register	\$ <u>206.05</u> Each
24.	6" C ² Omni Electronic Register	\$ <u>206.05</u> Each
25.	1.5" T ² Omni Meter	\$ <u>637.98</u> Each

COMPANY NAME FRIENDLY BYTES SOFTWARE, INC
 Riverhead Water District

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>				
26.	2" T ² Omni Meter	\$ <u>756.73</u> Each				
27.	3" T ² Omni Meter	\$ <u>943.01</u> Each				
28.	4" T ² Omni Meter	\$ <u>1835.84</u> Each				
29.	6" T ² Omni Meter	\$ <u>3305.11</u> Each				
30.	1.5" T ² Omni Electronic Register	\$ <u>206.05</u> Each				
31.	2" T ² Omni Electronic Register	\$ <u>206.05</u> Each				
32.	3" T ² Omni Electronic Register	\$ <u>206.05</u> Each				
33.	4" T ² Omni Electronic Register	\$ <u>206.05</u> Each				
34.	6" T ² Omni Electronic Register	\$ <u>206.05</u> Each				
35.	4" F2 Omni Fire Meter	<table border="0"> <tr> <td><u>COMPACT SIZE</u></td> <td><u>FULL SIZE</u></td> </tr> <tr> <td>\$ <u>5629.95</u> EACH</td> <td>\$ <u>5846.52</u> Each</td> </tr> </table>	<u>COMPACT SIZE</u>	<u>FULL SIZE</u>	\$ <u>5629.95</u> EACH	\$ <u>5846.52</u> Each
<u>COMPACT SIZE</u>	<u>FULL SIZE</u>					
\$ <u>5629.95</u> EACH	\$ <u>5846.52</u> Each					
36.	6" F2 Omni Fire Meter	\$ <u>7492.98</u> EACH \$ <u>7544.09</u> Each				
37.	8" F2 Omni Fire Meter	\$ <u>11218.00</u> EACH \$ <u>11999.00</u> Each				
38.	10" F2 Omni Fire Meter	\$ <u>16046.00</u> EACH \$ <u>16898.00</u> Each				
39.	4" F2 Omni Electronic Register	\$ <u>206.05</u> Each				
40.	6" F2 Omni Electronic Register	\$ <u>206.05</u> Each				
41.	8" F2 Omni Electronic Register	\$ <u>206.05</u> Each				
42.	10" F2 Omni Electronic Register	\$ <u>206.05</u> Each				
43.	5/8" SR ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
44.	3/4" SR ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
45.	1" SR ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
46.	5/8" SR II ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
47.	3/4" SR II ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
48.	1" SR II ECR Meter Conversion Kit	\$ <u>59.63</u> Each				
49.	5/8" SR TRPL Meter Conversion Kit	\$ <u>69.44</u> Each				
50.	3/4" SR TRPL Meter Conversion Kit	\$ <u>69.44</u> Each				
51.	1" SR TRPL Meter Conversion Kit	\$ <u>69.44</u> Each				
52.	1.5" SR TRPL Meter Conversion Kit	\$ <u>69.44</u> Each				

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
53.	2" SR TRPL Meter Conversion Kit	\$ <u>69.44</u> Each
54.	5/8" SR II TRPL Meter Conversion Kit	\$ <u>69.44</u> Each
55.	3/4" SR II TRPL Meter Conversion Kit	\$ <u>69.44</u> Each
56.	1" SR II TRPL Meter Conversion Kit	\$ <u>69.44</u> Each
<hr/>		
57.	1.5" SR ECR Meter Conversion Kit	\$ <u>59.63</u> Each
58.	2" SR ECR Meter Conversion Kit	\$ <u>59.63</u> Each
59.	8" SRH ECR Meter Conversion Kit	\$ <u>59.63</u> Each
<hr/>		
60.	2" SRH TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
61.	3" SRH TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
62.	4" SRH TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
63.	6" SRH TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
64.	8" SRH TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
<hr/>		
65.	1.5" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
66.	2" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
67.	3" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
68.	4" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
69.	6" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
70.	8" W Turbo ECR Meter Conversion Kit	\$ <u>204.73</u> Each
<hr/>		
71.	1.5" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
72.	2" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
73.	3" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
74.	4" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
75.	6" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each
76.	8" W Turbo TRPL Meter Conversion Kit	\$ <u>213.38</u> Each

DISCONTINUED
AVAILABLE
WHILE
INVENTORY
EXISTS

ITEM #	ITEM DESCRIPTION	NET DELIVERED PRICE	
		TOUCH COUPLER VERSION	WIRED VERSION
77.	MXU 510R Single Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ 114.00	\$ 108.00
78.	MXU 510R Dual Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ 125.00	\$ 110.00
79.	MXU 520R Single Port Meter Transceiver Unit for use in pit installations	\$ 115.00	Each
80.	MXU 520R Dual Port Meter Transceiver Unit for use in pit installations	\$ 130.00	Each
81.	Series AR5502 RF Handheld Device with Communications/Charger Stand	\$ 9450.71	Each
82.	Auto Read Handheld Device/Programmer Standard Model AR 5002 Upgrade w/ Communications/Charger Stand	\$ 5763.04	Each
83.	Auto Gun RF 4090	\$ 998.84	Each
84.	Auto Gun Pit Probe Extension	\$ 170.81	Each
<hr/>			
85.	1.5" Companion Brass Meter Flange & Gaskets*	\$ 34.55	Each
86.	2" Companion Brass Meter Flange & Gaskets*	\$ 39.70	Each
87.	4" Companion Brass Meter Flange & Gaskets*	\$ 167.02	Each
88.	6" Companion Brass Meter Flange & Gaskets*	\$ 543.98	Each

*Includes nut and bolt; (2) needed for each meter

BELOW ITEMS FOR USE WITH OMNI METERS:

89.	1.5" Companion Cast Iron Meter Flange & Gaskets**	\$ 26.74	Each
90.	2" Companion Cast Iron Meter Flange & Gaskets**	\$ 30.94	Each
91.	4" Companion Cast Iron Meter Flange & Gaskets**	\$ 87.43	Each
92.	6" Companion Cast Iron Meter Flange & Gaskets**	\$ 124.49	Each
93.	8" Companion Cast Iron Meter Flange & Gaskets**	\$ 156.50	Each

**Includes nut and bolt; (2) needed for each meter

94. Maintenance and Repair Parts (i.e., freeze plates, gaskets, registers, etc.)

20 % discount off current 2011 catalog list pricing (include copy of current 2011 catalog pricing sheet)

COMPANY NAME FRIENDLY BYTES SOFTWARE, INC.
Riverhead Water District

Friendly Bytes Software, Inc.

Long Island's Exclusive Sensus Meter Distributor

Computer: Systems Design – Programming – Implementation.

300 Rabro Dr., Ste 148, Hauppauge, New York 11788

Tel. (631) 232-7850 Fax (631) 232-7853

September 19, 2011

Town of Riverhead
Attn: Town Clerk
200 Howell Ave
Riverhead, NY 11901

Re: Bid Exceptions / Notes

Dear Town Clerk,

We at Friendly Bytes Software are happy to submit our bid for Cold Water Meters and AMR equipment.

In the Bid Specifications, you have requested pricing for SRH Compound and Series-W Turbo Meters Parts. These meters have been discontinued and parts will only be available while stock lasts.

Also in the Bid Specifications is a request for Sensus's new iPERL Meters. While these meters have been in the field for about two years, Sensus is still developing additional options. The iPERL meter is shipped with a cable that is 6 feet long has 2 wires and a TR/PL Sensor (25Ft - 1" Meters). Below is a list of additional options that have been released over the last couple of months.

iPERL Accessories – Items are only available with the purchase of the iPERL Meters
Accessories Prices are in addition to the iPERL Meter cost quoted.

Strainers	.76
Touch Pad	5.68
TR/PL Housing	7.93
25' - 2 wire cable TR/PL Sensor End	3.00
6' - 3 wire cable Plain End	3.00
25' - 3 wire cable Plain End	4.00
6' - 3 wire cable TR/PL Sensor End	7.96
25' - 3 wire cable TR/PL Sensor End	11.11

If you have any question about this paperwork or anything else I can assist you with, please feel free to call me. My telephone numbers are listed above.

Respectfully,



Richard W. Baldwin
President.

10.04.2011
110748

ADOPTED

TOWN OF RIVERHEAD

Resolution # 748

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective October 8th, 2011, this Town Board hereby appoints Walter Jacob to the position of Call-In Recreation Aide, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110749

ADOPTED

TOWN OF RIVERHEAD

Resolution # 749

**AUTHORIZES THE SUPERVISOR TO EXECUTE A
STIPULATION WITH THE RIVERHEAD PBA**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town's contract with the PBA provides for release time to be used during the 2011 calendar year for conducting PBA business; and

WHEREAS, the Town Board has agreed to approve an additional six days; and

WHEREAS, the PBA in exchange, agreed that six days will be deducted from its 2012 pool of release time.

NOW, THEREFORE, BE IT 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 all Town Clerk is hereby directed to forward a certified copy of this resolution to Dixon Palmer, PBA 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

STIPULATION OF AGREEMENT made and entered into this ____ day of October 2011, by and between the Town of Riverhead and the Riverhead Police Benevolent Association, Inc. (“the PBA”).

WHEREAS, the PBA collective bargaining agreement entitles the PBA to a pool of 80 days of release time to be used during the 2011 calendar year for conducting PBA business; and

WHEREAS, the PBA utilized 86 pool days during the 2011 calendar year; and

WHEREAS, the Town agreed to approve the additional six days; and

WHEREAS, the PBA, in exchange, agreed that six days will be deducted from its 2012 pool of release time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree and stipulate as follows:

1. For the 2011 calendar year, the PBA’s pool of release time for conducting PBA business will be increased to 86 days.
2. For the 2012 calendar year only, the PBA’s pool of release time for conducting PBA business will be decreased by 6 days.
3. This Agreement represents the total agreement among the Town and the PBA with regard to the pool of release time for the 2011 and 2012 calendar years.
4. The provisions of this Agreement are subject to ratification and approval by the Town Board.

FOR THE TOWN

FOR THE PBA

TOWN OF RIVERHEAD

Resolution # 750

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-10. – Parking prohibited.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, a public hearing was held on the 7th day of September, 2011 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to send a copy of this resolution to the Highway Department; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on October 4, 2011. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

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

§ 101-10. Parking prohibited.

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

Name of Street	Side	Location
<u>Ostrander Avenue</u>	<u>East</u>	<u>From its intersection with the westerly entrance to the King Kullen Shopping Center in a northerly direction for a distance of 20 feet</u>

- Underscore represents addition(s)

Dated: Riverhead, New York
October 4, 2011

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 751

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH COUNTY OF SUFFOLK OFFICE FOR THE AGING
(AAA TRANSPORTATION PROGRAM)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead offers a wide variety of programs, activities and support services including transportation for the senior citizens within the Riverhead community; and

WHEREAS, the County of Suffolk provides funding to defray the transportation costs incurred by the Town of Riverhead; and

WHEREAS, the Town of Riverhead is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds in an amount not to exceed \$5,402.00 from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance program; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("Department"), having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and

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

The Contractor has been designated to receive funds from the County for a AAA Transportation Program ("the Services") as set forth in Article I, entitled "Description of Services."

Term of the Contract: April 1, 2011 through March 31, 2012 with an option, to be exercised at the County's discretion, to September 30, 2012 on the same terms and conditions herein.

Service Levels: 6,588 Units of Transportation Service
225 Elderly Served, Unduplicated

Total Cost of the Contract: Shall not exceed \$5,402, as set forth in Article V and Exhibit 6, attached.

Terms and Conditions: Shall be as set forth in Articles I through V, attached hereto and made a part hereof.

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

Town of Riverhead

County of Suffolk

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

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

**Approved:
Department**

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

Signature _____
Date _____

Recommended:

By: _____
Anna Prencipe
Food Service Supervisor
Date _____

**Approved as to Legality:
Town of Riverhead**

By: _____
Dawn Thomas Date _____
Town Attorney

Christine Malafi, County Attorney

By: _____
Cynthia Kay Parry
Assistant County Attorney
Date _____



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Article I
Description of Services

Whereas, the Suffolk County Legislature has adopted the Suffolk County Operating Budget through Resolution No. 980-2010; and

Whereas, the AAA Transportation Program has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

Whereas, the enhancement of the provision of transportation services is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes;

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

Description of Services - AAA Transportation Program

2. Goals of Program

The Contractor shall expand essential transportation services for the elderly as part of the required supportive services of the IIC Nutrition Program and/or the Supplemental Assistance Program or other such programs for the elderly that provide transportation services, through the "AAA Transportation Program", which makes additional funding available to the Contractor to help meet the transportation operation expenses related to serving the elderly.

3. General

In general, but without limitation, the Contractor shall be required to meet the criteria listed below:

- a. Have, and maintain throughout the term of this Contract, an existing agreement to provide a service or services for the elderly in Suffolk County.
- b. Have an owned or contract vehicle available for the Services; either through purchase agreement or lease agreement.
- c. To inform each recipient of the service of the opportunity to make a completely voluntary, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. Monthly contributions will be deducted from monthly expenditures to arrive at net reimbursement. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

Contributions to this (these) service(s) are completely voluntary and anonymous. Services will not be denied because of inability or unwillingness to contribute. Any

contribution you wish to make will be used to expand the program and will be greatly appreciated.

d. Confidentiality

- i. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to Aging.
- ii. In the case of a request by Aging for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by Aging for such information shall be deemed a material breach of this Contract and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

4. Services

The Contractor shall provide the following transportation services:

The Contractor may provide transportation other than to and from the nutrition sites on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor's regular transportation program activities or by appointment. All transportation services shall be furnished using licensed drivers and insured and inspected vans and automobiles

5. Reporting Requirements

a. Monthly Reports

The Contractor shall provide monthly reports to Aging on a form prescribed by Aging. Monthly reports are due to Aging by the eighth day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

- i. Units of service: one unit is equal to each one-way trip per person.
- ii. The number of unduplicated individuals who have received transportation by the Contractor under this Transportation Program Contract.
- iii. A monthly activity schedule showing the specific transportation services the Contractor will make available to the congregate participants that require transportation
- iv. Mileage recordings.

b. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by Aging and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. Transportation units and unduplicated number of persons served must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the 12th of each month for the previous month's data.

6. Promotions and Advertisements

- a. Any references to transportation services provided under this Contract must include due recognition to New York State Office for the Aging. The Contractor must include the express acknowledgement as follows:

“This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging.”

- b. The provisions of this paragraph shall prevail over any conflicting provisions of Article III, paragraph 20.

7. Administration

Overall administration of this program will be the responsibility of the Contractor. The Contractor shall insure proper implementation and direction of the service, act as liaison between Aging and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

Program staff shall attend meetings and training as requested by Aging.

8. Monitoring

a. Program

The Contractor agrees to permit Aging’s staff and staff of the New York State Office for the Aging to review programmatic records at any time.

b. Fiscal

As required, Aging’s fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine documentary evidence including financial verification by actually observing or counting certain assets (e.g. case, food inventory, equipment and supplies) to establish their physical existence.

9. Incident Reporting

The Contractor shall report at least verbally to Aging, within 24 hours any incidents involving all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. A written follow-up of such incidents shall be sent to Aging within 5 days of the occurrence. The Contractor further agrees to send Aging copies of all “notices of claim” relating to the program covered in this Contract.

End of Article I

Article II
Definitions

1. Meanings of Terms

As used herein:

“**Audit of Financial Statements**” means the examination by the Comptroller and any Federal or State auditing authority of the financial statements of the Contractor resulting in the publication of an independent opinion on whether or not those financial statements are relevant, accurate, complete, and fairly presented.

“**Budget**” means the Contractor’s summary or plan of all intended revenue, whether received in the form of fees, grants, County funding, or any other source, and expenditures necessary to render the Services.

“**Budget Deficiency Plan**” means an analysis of the cost of the Services, changes in fiscal conditions, and required modifications to the Contract to continue to render the Services.

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions of this Contract, forming all rights and obligations of the Contractor and the County.

“**Contractor**” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, and agencies.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of **Article III** of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of

process; or

- d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- e. the Contractor’s bankruptcy or insolvency; or
- f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or
- g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- j. any condition that the County determines, in its sole discretion, is dangerous.

“**Federal**” means the United States government, its departments, and agencies.

“**Fringe Benefits**” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid holidays, and vacations.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Management Letter**” means a letter certified as true by the Contractor’s certified public accountant or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

“**Municipal Corporation**” means a town, village, or school district.

“**Services**” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** “Description of Services.”

“**State**” means the State of New York.

“**Statement of Other Contracts**” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

2. Elements of Interpretation

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

Capitalized terms used, but not otherwise defined, herein, shall have the meanings assigned to them in the Contract.

End of Text for Article II

Article III
General Terms and Conditions

I. Contractor Responsibilities

a. Duties and Obligations

- i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- ii.) The Contractor shall promptly take all action as may be necessary to render the Services.
- iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.
- iv.) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days

after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with subparagraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

- iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.
- v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraph 8 of this Article III.

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

- i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
- ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this Article III.

d. Duties upon Termination

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

3. Indemnification and Defense

- a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.
- b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

4. Insurance

- a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. **Independent Contractor**

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

6. **Severability**

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

7. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided; or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

10. Nonsectarian/Nonpartisan Declaration

The Services performed under the Contract are secular and nonpartisan in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion candidate or partisan effort. The Services will be available to all eligible individuals regardless of religious belief or political affiliation.

9. Non-Discrimination in Services

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status
 - i.) deny any individual the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed,

11. Governing Law

The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

12. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

13. Conflicts of Interest

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

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its

employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

publicly held and not traded through an exchange or over the counter):

15. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

16. Assignment and Subcontracting

- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.
- b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

- i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
- ii.) a summary of the material terms of the proposed Permitted Transfer;
- iii.) the name and address of the proposed transferee;
- iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

17. Changes to Contractor

- a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
 - ii.) if the Contractor is a closely held corporation (i.e. whose stock is not

v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted

Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 24 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

- e. Notwithstanding the County's consent,
 - i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
 - ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."
- b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. Arrears to County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the

Law No.
AAA Transportation

IFMS No. 000000 _____
No. 001-6806-4980-95285- _____

foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled
"Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:
Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have

complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful

Hiring of Employees.”

“Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees” Form LHE-2.

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 419 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 211 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the Suffolk County website by following the County's Ez link to the Laws of Suffolk County.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 30th day of April following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor

from any further County contracts.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

- i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.
- ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.
- iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.
- iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

- i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.
- ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget /Services Revisions is completely executed.

f. Taxes

The charges payable to the Contractor under the Contract are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

g. Final Voucher

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

2. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

- i.) determine how to pay for the Services;
- ii.) determine future payments to the Contractor; and
- iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its

- i.) salary scale for all positions listed in the Budget;
- ii.) personnel rules and procedures;
- iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

- c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. **Audit of Financial Statements**

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract.

6. **Financial Statements and Audit Requirements**

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:

- i.) a current license issued by the New York State Education Department;
- ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
- iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.
- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

7. **Furniture, Fixtures, Equipment, Materials, Supplies**

a. **Purchases, Rentals or Leases Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

b. **Purchase Practices/Proprietary Interest of County**

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available

to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. **County's Right to Take Title and Possession**

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

d. **Inventory Records, Controls and Reports**

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of

the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

e. Protection of Property in Contractor's Custody

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, material or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. In the event of burglary, theft, vandalism, or disappearance of any item of furniture, fixtures, equipment, material or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials, or supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

f. Disposition of Property in Contractor's Custody

Upon termination of the County's funding of any of the Services covered by the Contract, or at any other time that the County may direct, the Contractor shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the Contractor's custody in which the County has a proprietary interest, in the same condition as such property was received by the Contractor, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor shall promptly submit to the County, upon request, any lease or rental agreement. If during the Term, the Contractor shall enter into a lease or rental agreement, or shall renew a lease or rental agreement, the Contractor shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County,

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County is set forth on the first page of the Contract.

b. Duplicate Payment from Other Sources

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

c. Funding Identification

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County, itemizing for each such program the sums received, their source and the total program budget.

d. Outside Funding for Non-County Funded Activities

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that

shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

f. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. Budget

The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.

i. Payment of Claims

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

j. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

k. Travel Costs

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees.

l. Attendance at Conferences

All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 4-2004.

m. Salaries

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.

n. **Salary Increases**

No salary, wage, or other compensation for the Services shall be increased over the amount stated in the Budget without the prior written approval of the County.

o. **Contractor Vacancies**

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right, the County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract.

p. **No Limitation On Rights**

Notwithstanding anything in this Article V to the contrary, the County shall have available to it all rights and remedies under the Contract and at law and equity.

q. **Comptroller's Rules and Regulations**

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the County Department of Audit and Control and any amendments thereto during the Term. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

End of Article V

Exhibits

- Exhibit 1** Public Disclosure **not applicable – see cover page**
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications; Budget
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1
and Executive Order 4-04
- Exhibit 10** Comptroller's Rules and Regulations for Consultant's Agreements
- Exhibit 11** Statement of Other Contracts

TOWN OF RIVERHEAD

Resolution # 752

**CONSENTS TO TOWN JUSTICES SERVING IN THE RIVERHEAD JUSTICE COURT
WHEN SITTING AS THE EAST END REGIONAL INTERVENTION COURT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Section 170.15 of the Criminal Procedure Law, then acting Deputy Chief Administrative Judge Joseph J. Traficanti, Jr., on February 19, 2004, created a Drug Court Hub consisting of the Town and Village Courts for the Towns of East Hampton, Shelter Island, Southold, Southampton and Riverhead; and

WHEREAS, said Drug Court Hub has been designated as the East End Regional Intervention Court; and

WHEREAS, H. Patrick Leis III, District Administrative Judge, has assigned Town Justices Deborah Kooperstein, Helen Rosenblum and Allen M. Smith to serve the East End Regional Intervention Court; and

WHEREAS, C. Randall Hinrichs, Administrative Judge, will execute an order assigning William H. Price, Jr., to serve on the East End Regional Intervention Court; and

WHEREAS, pursuant to Section 106 of the Uniform Justice Court Act, the Towns of Southampton and Riverhead should designate the Town Justices to serve in those jurisdictions.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town of Riverhead hereby consent to Town Justices Deborah Kooperstein, Helen Rosenblum and William H. Price, Jr. serving in the Riverhead Justice Court when sitting as the East End Regional Intervention Court at no additional compensation; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Hon. Deborah E. Kooperstein, Southampton Town Court, 32 Jackson Avenue, Hampton Bays, New York, 11946; Hon. Helen Rosenblum, 1287 East Main Street, Riverhead, New York, 11901; Hon. Allen M. Smith, 210 Howell Avenue,

Riverhead, New York, 11901; and William J. Price, Jr., P.O. Box 1179, Southold, New York, 11971; 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 # 753

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

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

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

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

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

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, October 30, 2011, between the hours of 12:00 noon

and 4:00 p.m., is hereby approved subject to the conditions set forth herein; and be it further

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

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

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

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

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

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

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

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

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

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 754

**AUTHORIZES THE DESIGNATION OF A SECONDARY NAME TO MAPLE AVENUE
IN HONOR OF PFC. GARFIELD LANGHORN**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Pfc. Garfield Langhorn, who grew up on Maple Avenue in downtown Riverhead, was posthumously awarded the Congressional Medal of Honor, for jumping on a grenade and saving the lives of comrades' during the Vietnam War; and

WHEREAS, in September of 2010, the Riverhead Post Office named the post office after Pfc. Garfield Langhorn in his honor; and

WHEREAS, it is the desire of the Riverhead Town Board to support the honor of Pfc. Garfield Langhorn by designating a secondary name to Maple Avenue in downtown Riverhead as Pfc. Garfield Langhorn Avenue as a tribute for his courageous heroism during the act of war; and

WHEREAS, the road will continue to be identified as Maple Avenue for GPS purposes, but will carry a second sign bearing Langhorn's name.

NOW THEREFORE BE IT RESOLVED, the Riverhead Town Board hereby authorizes the designation of a secondary name to Maple Avenue in downtown Riverhead as Pfc. Garfield Langhorn Avenue; said road to continue to be identified as Maple Avenue for GPS purposes, but will carry a second sign bearing Langhorn's name; and be it further

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

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

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110755

ADOPTED

TOWN OF RIVERHEAD

Resolution # 755

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(§108-3 Definitions; word usage)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled "Zoning" of the Riverhead Town Code once in the October 13, 2011 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18th day of October , 2011 at 7:10 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE I. General Provisions**

§ 108-3. Definitions; word usage.

ACCESSORY BUILDING, STRUCTURE OR USE—A building, structure or use ~~customarily incidental and subordinate~~ in area, extent and purpose to, and serves, to the principal building or use, located on the same lot as such principal building or use. An accessory building, structure or use is customarily found as a incident to the principal structure or use and contributes to the comfort, convenience or need of the occupants of the principal use or structure to be served by the accessory use.

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

Dated: Riverhead, New York
October 4, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 756

**AUTHORIZES TEMPORARY AND PERMANENT ELECTRIC SERVICE AT
PLANT 17-1 RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the construction of Plant 17-1 of the Riverhead Water District requires temporary electric service during construction, and

WHEREAS, an agreement has been arranged with the Riverhead Fire District to permit connection to the existing Fire District electrical service until a permanent service is constructed by LIPA, and

WHEREAS, the necessary easement for location of the LIPA transformer has been prepared.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and hereby is authorized to pay the attached LIPA bill for the Fire District electric service and future bills upon the certification of the consulting engineer that they have accrued during the construction of Plant 17-1 until the permanent electric service is operational, and

BE IT FURTHER RESOLVED, that the Town Supervisor be and hereby is authorized to execute all necessary documents to grant LIPA the necessary easement to construct the permanent electric service at Plant 17-1 of the Riverhead Water District, and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Riverhead Fire Dist
540 Roanoke Ave
Riverhead NY 11901-2726

05969002608
\$ 1,324.15

Please be sure the address
on the right appears in the
return envelope window.

LIPA
PO Box 888
Hicksville NY 11802-0888



05969002608100125571324154448694

H

← Tear here →

← Tear here →

Account # 957-54-6700-1

IPA - Rate 280 - Commercial, Small, General Use

ELECTRIC USAGE

Meter # 96922043

DELIVERY & SYSTEM CHARGES

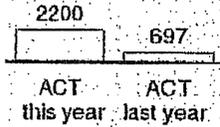
9/09/2011 ACTUAL reading 07763
8/03/2011 ACTUAL reading -07543
Difference 220
Meter Multiplier x 10
KWH Used in 37 day(s) 2200

Basic Service : 37-day(s) @ \$.2750 \$ 10.18
2200 KWH @ \$.1052 231.44
Subtotal 241.62

KWH USAGE

POWER SUPPLY CHARGES

2200 KWH @ \$.080170 176.37



average temp.
74°F this year
77°F last year

Efficiency & Renewables Charge

2200 KWH @ \$.005799 12.76

OTHER CHARGES

NY State Assessment 5.25
Revenue-Based PILOTS 3.94
Suffolk Property Tax Adjustment 8.75
Subtotal 17.94

Total Charges \$ 448.69

ADDITIONAL INFORMATION FROM LIPA

Delivery and System Charges - Charges for owning, operating and maintaining the electric system, and for certain on-island generation.

NY State Assessment - Assessment imposed on all utilities and collected on behalf of the State.

Basic Service - Fixed daily charges for connection to the electric system.

Suffolk Property Tax Adjustment - The amount collected by LIPA from Suffolk County customers representing the overpayment of property taxes to the Shoreham taxing jurisdictions from a court-ordered legal settlement dated January 11, 2000.

KWH - Kilowatt Hour - Electrical energy consumed if 1000 watts are used for one hour.

Meter Multiplier - Converts recorded use to total use on meters that are designed to only record partial use.

Power Supply Charges - Charges for costs associated with the purchase of fuel (e.g. oil and gas) used to produce electricity and for the purchase of power.

Sales Tax - State and/or local sales taxes.

Revenue-Based PILOTS (Payments in Lieu of Taxes) State and local fees on utility revenues. This does not include property taxes. LIPA pays which make up 12% of your bill.

Payments are accepted at any customer office or authorized payment location.

Efficiency & Renewables Charge - Provides for the cost of LIPA's energy efficiency and renewables programs for our customers.

Payments may be mailed to: LIPA, PO Box 888, Hicksville NY 11802-0888. Please write your Customer ID on the face of the check and make payable to LIPA.



Customer ID	Please pay upon receipt
0596-9002-60-8	\$ 1,324.15

Please make checks payable to LIPA

043842

Riverhead Fire Dist
540 Roanoke Ave
Riverhead NY 11901-2726



- ✓ Mail this part of bill with your payment.
- ✓ Be sure that the address on the other side appears in the return envelope window.
- ✓ Write your Customer ID on your check.

HE

Tear here →

www.lipower.org
24 Hours/Day - 7 Days/Week

PIN Number
C34923

Billing/General Inquiries
Monday - Friday, 8 AM - 8 PM
1-800-966-4818*
outside toll-free area
1-631-755-6000*
Automated Services available
24 Hours/Day - 7 Days/Week

Electric Service Problems
24 Hours/Day - 7 Days/Week
1-800-490-0075

Para Español
1-800-490-0085

Hearing or Speech Impaired
1-631-755-6660

Report Theft of Service
1-631-755-6871

SERVICE TO:
Riverhead Fire Dist
Northville Tpk
Riverhead NY 11901



A Non-Profit Municipal Electric Utility

Bill Date	Customer ID	Next Meter Reading	Amount Due
09/12/2011	0596-9002-60-8	On or about 10/06/11	\$ 1,324.15

BILLING SUMMARY

Balance From Previous Bill	\$ 875.46
LIPA Current Charges	448.69
Please Pay Upon Receipt	\$ 1,324.15

A 1.5% late payment charge may be applied to outstanding charges if payment is not received by OCT 5

RECEIVED
SEP 15 2011
CITY OF RIVERHEAD
RIVERHEAD FIRE DISTRICT

IMPORTANT MESSAGES

Visit LIPA at www.lipower.org/commercial/small and learn about online options and other programs designed for businesses that can save time, save money and save energy, so you can concentrate on our success.

You pay energy bills promptly - and we know it! The continued cooperation of valued customers like you allows us to serve Long Island's energy needs more efficiently. Thank you.



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

December 21, 2010

Supt. Gary Pendzick
1035 Pulaski Street
Riverhead, New York 11901Re: Riverhead Water District
Interim and Permanent Treatment at Well No. 17-1
Temporary Electric Service
H2M Project No.: RDWD 10-03

Dear Supt. Pendzick:

Please note that the project is being set up to include the interim and permanent treatment for Well No. 17 under one electrical contract.

However, the construction will need to be divided into two phases for separate interim and permanent treatment facilities. A temporary electric will be required to power small electrical equipment for the interim facility and small power tools and accessories for the construction of the permanent facility. As adequate power for this equipment is not currently available in the direct vicinity of Plant No. 17, either the closest LIPA poles or an adjacent property must be targeted to supply the necessary power located adjacent to Plant No. 17. Based on proximity, the closest source of this power is the Fire District training facility, the most cost effective solution. This facility currently has a 150A electric service, which we believe is adequately sized to supply both the training facility and any temporary/construction equipment at Plant No. 17.

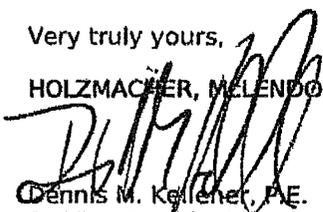
As an alternate location for temporary electric supply, a LIPA transformer is located at the front of the Fire District property, along Northville Turnpike. However, applications for temporary electric services through LIPA tend to be time consuming and require a more costly installation.

Consequently, we recommend that the Water District request the installation of temporary electric feeds off of the Fire District's main electric service panel. To avoid dispute by either party, we suggest that both Districts commit to a signed agreement outlining payment procedures and limits of use before construction. Design documents will stipulate that the Contractor must install (and remove at project completion) the cable to a minimum bury depth of 3'. The Contractor will also be required to provide an electric meter, and to restore all surfaces disturbed by the work. The Water District can reimburse the Fire District for the electrical usage.

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

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.


Dennis M. Kellerer, P.E.
Sr. Vice President

DMK/JLN/jrw

cc: Asst. Supt. Mark Conklin
Richard Ehlers, Esq.

x:\rdwd (riverhead water district) - 10810\rdwd1003 - plant no 17\correspondence\permanent facility\10.12.21 - gandzick - temporary electric service.doc



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

September 22, 2011

**Description of Proposed Easement for the Long Island Power Authority,
North West Corner of Northville Turnpike (County Road 43) and
Cross River Drive (County Road 105),
Northville, Town of Riverhead, Suffolk County, New York.**

Surveyor's description of property to be leased to the Long Island Power Authority for an easement. Situated at the north west corner of Northville Turnpike, CR 43 and Cross River Drive, CR 105, Northville, Town of Riverhead, County of Suffolk and State of New York. Suffolk County Tax Map: District 0600, Section 044, Block 02, Part of Lot 10.3

All that certain plot, piece or parcel of land, with improvements erected thereon situate, lying and being at Northville, Town of Riverhead, County of Suffolk and State of New York, being bounded and described as follows:

Beginning at the intersection of the northerly side of Northville Turnpike, C.R. 43, with the easterly side of the herein described LIPA easement. Said point of beginning being further described as being South 13 degrees, 14 minutes, 38 seconds West, 50.00 feet from a concrete monument set at the intersection of a line connecting the northerly side of Northville Turnpike, C.R. 43, with the westerly side of Cross River Drive, C.R. 105. Thence from said point of beginning westerly along the northerly side of Northville Turnpike, C.R. 43, South 13 degrees, 14 minutes, 38 seconds West, 40.00 feet.

Thence along the division line between land now or formerly of the Riverhead Fire District and the Riverhead Water District, North 84 degrees, 07 minutes, 14 seconds West, 40.00 feet.

Thence the following two (2) courses through land now or formerly of the Riverhead Water District;

- 1) North 13 degrees, 14 minutes, 38 seconds East, 40.00 feet.
- 2) South 84 degrees, 07 minutes, 14 seconds East, 40.00 feet to the point or place of beginning.

Containing 1,586.73 Sq. Ft. or 0.036 Acres

**EASEMENT
LEGAL WRITTEN DESCRIPTION
"EXHIBIT A"**

WO# T101186807

GRID# 088-60 PAGE 1 OF 1

J:\LPS\Dept7300\Metes & Bounds Descriptions\RDWD 1003,LIPA Easement.doc



10.04.2011
110757

ADOPTED

TOWN OF RIVERHEAD

Resolution # 757

AUTHORIZES CHANGE ORDER NO. 1
RIVERHEAD WATER DISTRICT – WELL NO. 16

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 of the Riverhead Water District for the project known as Well No. 16, and be it further

RESOLVED, that Change Order No. 1 provides a net credit of \$23,455.00 for changes as specifically described in the attached change order, and be it further

RESOLVED, that the original contract amount for Well No. 16 with Bensin Contracting, Inc. \$1,380,900.00 will now be decreased in the amount of \$23,455.00 totaling a revised contract amount of \$1,357,445.00, and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



RIVERHEAD WATER DISTRICT

WELL NO. 16 PERMANENT TREATMENT FACILITY
H2M PROJECT NO.: RDWD 10-01

BENSIN CONTRACTING, INC.

CHANGE ORDER NO. 1

September 9, 2011

Item 1E – Upgrade Well 16-1 from 150HP to 250HP

Description of Change:

Contractor to furnish all material and labor to increase Well 16-1 horsepower from 150HP to 250HP. The following equipment changes will be required to complete the work as outlined:

- Increase circuit breaker from 300A to 400A.
- Increase line reactor from 150HP to 250HP.
- Increase VFD from 180A to 304A.
- Increase bypass contactors from size 5 to size 6.
- Reutilize proposed Well 16-2 MCC section for upgrade.
- Increase internal wire size.
- Increase conduits and wiring.
- Remove power conduit to Well 16-2 pier.

Cost of Change:

Lump Sum Price of \$23,175.00

Item 2E – Future Well 16-2 Piping - Credit

Description of Change:

Contractor to provide credit for not installing 10” dia. future Well 16-2 discharge pipe and 6” dia. future Well 16-2 blow off pipe, in new treatment building.

Cost of Change:

Lump Sum Price of -\$1,880.00

Item 3E – Well 16-1 Well Pump & Motor - Credit

Description of Change:

Contractor to provide credit for not installing new 150HP well pump and motor in Well 16-1. Existing 200HP well pump and motor will remain in place. This eliminates Item 10 from the contract documents.

Cost of Change:

Lump Sum Price of -\$38,000.00



RIVERHEAD WATER DISTRICT

WELL NO. 16 PERMANENT TREATMENT FACILITY
H2M PROJECT NO.: RDWD 10-01

BENSIN CONTRACTING, INC.

CHANGE ORDER NO. 1

September 9, 2011

Item 4E – Hydrant Extension - Credit

Description of Change:

Credit to install new hydrant extension off of existing water main tee, in lieu of full hydrant relocation, involving water main cut-in, 12" tee, and hydrant extension

Cost of Change:

Lump Sum Price of -\$750.00

Item 5E –Chemical Pump Spares - Credit

Description of Change:

Credit for not providing the District spare chemical treatment pumps for the lime, calcium hypochlorite and sequestering treatment systems.

Cost of Change:

Lump Sum Price of -\$6,000.00

TOTAL COST OF CHANGE ORDER NO. 1: -\$23,455.00

CONTRACT COST CHANGE

Original Contract Amount \$1,380,900.00
Total Cost of Changes -\$23,455.00

New Contract Amount as Modified by C.O. No. 1 \$1,357,445.00
(Net decrease in contract: \$23,455.00)

RECOMMENDED BY: _____ DATE: _____
Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY: _____ DATE: _____
Bensin Contracting, Inc.

APPROVED BY: _____ DATE: _____
Town of Riverhead / Riverhead Water District



BENSIN CONTRACTING, INC.

WATER SUPPLY & WASTE TREATMENT

March 18, 2011
668

Mr. Jeff Westrich
H2M Group
575 Broadhollow Road
Melville, New York 11747

Reference: Riverhead #16 Permanent Treatment Facility
Project RDWD 10-01

Dear Mr. Westrich:

As requested, following is Bensin Contracting, Inc.'s proposal for your consideration.

Furnish all labor and material to increase motor horsepower for Well 16-1 from 150 hp to 250 hp with the following equipment changes:

- Increase circuit breaker from 300 amp to 400 amp
- Increase line reactor from 150 hp to 250 hp
- Increase VFD from 180 amps to 304 amps
- Increase bypass contactors from size 5 to size 6
- Existing MCC section for 16-2 shall be utilized
- Increase internal wire size
- Increase conduits and wiring
- Remove power conduit to the 16-2 well pier
- All other conduits for 16-2 to remain, to be used for chemical system of divided Well 16-1 discharge

Total..... \$23,175.00

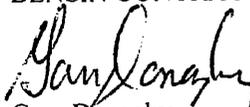
Following is a credit for deleting the future Well 16-2 10-inch well discharge connection and 6-inch blowoff connection

Total Credit..... \$1,880.00

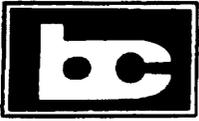
Please advise if the above is acceptable.

Very truly yours,

BENSIN CONTRACTING, INC.


Gary Donaghy

GD/dlb



BENSIN CONTRACTING, INC.

WATER SUPPLY & WASTE TREATMENT

April 22, 2011
672

Mr. Jeff Westrich
H2M Group
575 Broad Hollow Road
Melville, New York 11747

Reference: Riverhead No. 16
Project RDWD 10-01

Dear Mr. Westrich:

As a follow-up to the \$38,000 cost listed on the revised schedule of values, Bensin Contracting, Inc. (Bensin) offers the following breakdown of Bid Item No. 10 in the amount of \$44,000.

Total bid amount for well and pump work \$44,000.00

Total cost of removing and replacing well pump and
Motor as specified, as per proposals received from
Layne Christensen and Delta Well & Pump Co., Inc..... 39,000.00

As per the District's request, Bensin cancelled purchase order with Layne Christensen in the amount of \$39,000.

Layne Christensen's contract included the removal and reinstallation of prelube, air release, pressure gauge and sampling assembly, as per the scope of work described for bid item no. 10. As this work must still be performed, Bensin has deducted \$2,800 from the bid price to cover the cost of removing and reinstalling the accessories along with blind flanging the pump discharge and providing temporary wrapping for the well motor and head during construction.

Bensin has deducted the approximately 8% mark-up included in our bid item, in the amount of \$3,200, as it was to cover the cost of bonding, insuring, survey, mobilization and other consequential expenses, which will still be incurred.

Bid Item No. 10 well pump and motor replacement.....	\$44,000.00
Cost of removing and reinstall accessories.....	2,800.00
Cost of overhead bonds, insurance, etc.....	<u>3,200.00</u>
Total Credit.....	\$38,000.00

All Mail: P.O. BOX 388 • HOLTSVILLE, N.Y. • 11742
Office: 652 UNION AVE • HOLTSVILLE, N.Y. • 11742

 (631) 758-7200
Fax (631) 758-7219

Mr. Jeff Westrich
H2M Group

Page 2 of 2
April 22, 2011

As per the above breakdown, Bensin feels the total credit of \$38,000.00 is fair and justified.

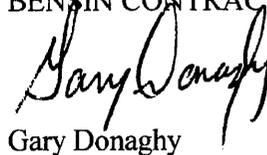
With your acceptance of the above breakdown, Bensin asks that our schedule be approved as submitted so we can submit a request for payment for the cost already incurred.

Please note, by removing the well pump and motor scope of work from this project, Bensin should not be held responsible for any additional disinfection of the existing well found necessary.

Please contact our office if you have any additional concerns.

Very truly yours,

BENSIN CONTRACTING, INC.



Gary Donaghy

GD:lab
110422a



BENSIN CONTRACTING, INC.

WATER SUPPLY & WASTE TREATMENT

March 25, 2011

672

Mr. Jeff Westrich
H2M Group
575 Broad Hollow Road
Melville, New York 11747

Reference: Riverhead Water District No. 16
Project No. RHWD 10-01

Dear Mr. Westrich:

As per the Water District's request, following is Bensin Contracting, Inc.'s (Bensin) proposal for your consideration.

In lieu of cutting in the 12-inch watermain to relocate the existing hydrant, Bensin proposes to extend the existing 6-inch water line 15 feet to the south, leaving the 6-inch gate valve in its present location and resetting the hydrant south of the proposed driveway.

The total credit offered for performing this work is \$750.00

Bensin would also upgrade the arch tablet chlorinator from the Constant Chlor Plus unit specified to the model MC4-50 unit required by the District at no additional cost.

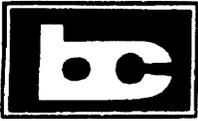
Please advise if the above is acceptable.

Very truly yours,

BENSIN CONTRACTING, INC.


Gary Donaghy

GD:lab
110325



BENSIN CONTRACTING, INC.

WATER SUPPLY & WASTE TREATMENT

May 18, 2011

Mr. Jeff Westrich
H2M Group
575 Broad Hollow Road
Melville, New York 11747

Reference: Riverhead Water District No. 16
Project No. 10-01

Dear Mr. Westrich:

As requested, following is Bensin Contracting, Inc.'s proposal for your consideration.

Delete the spare chemical pumps for the lime, chlorine and sequestering treatment from our scope of supply.

Total Credit\$6,000.00

Please advise if you wish to proceed with the above change order.

Very truly yours,

BENSIN CONTRACTING, INC.



Gary Donaghy

GD:lab
110518

TOWN OF RIVERHEAD

Resolution # 758

AUTHORIZES CHANGE ORDER NO. 1
INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
CONTRACT E – ELECTRICAL CONSTRUCTION
RIVERHEAD WATER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 of the Riverhead Water District for the project known as Interim and Permanent Treatment at Well No. 17-1, Contract E-Electrical Construction, and be it further

RESOLVED, that Change Order No. 1 is in the amount of \$4,811.32 for the completion of relocation of an existing signal DOT traffic box by Hinck Electrical Contractor, Inc. as specifically described in the attached change order, and be it further

RESOLVED, that the original contract amount for Interim and Permanent Treatment at Well No. 17-1, Contract E-Electrical Construction with Hinck Electrical Contractor, Inc. of \$416,700.00 will now be increased in the amount of \$4,811.32 totalling a revised contract amount of \$421,511.32, and be it further

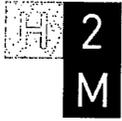
RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road Tel: 631.756.8000
Melville, NY 11747 Fax: 631.694.4122

July 27, 2011

Supt. Gary Pendzick
Riverhead Water District
1035 Pulaski St.
Riverhead, New York 11901

**Re: Riverhead Water District
Interim and Permanent Treatment at Well No. 17-1
Contract E – Electrical Construction
H2M Project No.: RDWD 10-03
Change Order No. 1**

Dear Supt. Pendzick,

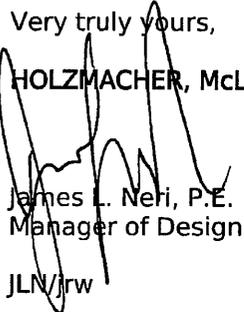
Enclosed please find three (3) copies of Change Order No. 1 for the above referenced project. This change order addresses movement of an existing DOT traffic signal box as directed by the SCDPW.

We recommend the Board authorize approval, retain one (1) copy for their records, forward one (1) copy to the attorney for the District, and return one (1) signed copy to our office.

Should you have any questions regarding this change order, please feel free to contact our office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.


James L. Neri, P.E.
Manager of Design

JLN/jrw

Enclosures

cc: Supervisor Sean Walter
Assist. Supt. Mark Conklin
DMK

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\11.07.27 - Pendzick - Change Order No. 1 - Cont. E.doc



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT E – ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 1

JULY 26, 2011

ITEM 1E – RELOCATE DOT TRAFFIC SIGNAL BOX

Description of Change:

Cost to relocate an existing signal DOT traffic box which infringes upon the future driveway at Plant No. 17. Relocation of this box is a requirement of the SCDPW and was not included in the original project scope. The scope of work includes:

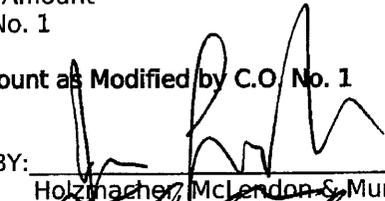
- 1) Disconnect existing conduit and wiring.
- 2) Locate the box 20 feet away from its current location.
- 3) Splice and extend, as required, existing conduit and wiring for connection to traffic box.
- 4) Regrade and restore work areas.

Cost of Change:

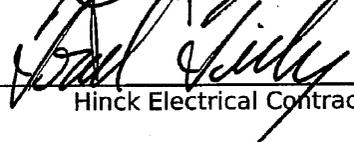
Lump sum price of \$4,811.32, as per the attached letter from the Contractor.

CONTRACT COST CHANGE

Original Contract Amount	\$416,700.00
Net Cost of C.O. No. 1	\$4,811.32
New Contract Amount as Modified by C.O. No. 1	\$421,511.32

RECOMMENDED BY:  DATE: 7/27/11

Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 7/26/11

Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
Town of Riverhead / Riverhead Water District



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT E – ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 1

JULY 26, 2011

ITEM 1E – RELOCATE DOT TRAFFIC SIGNAL BOX

Description of Change:

Cost to relocate an existing signal DOT traffic box which infringes upon the future driveway at Plant No. 17. Relocation of this box is a requirement of the SCDPW and was not included in the original project scope. The scope of work includes:

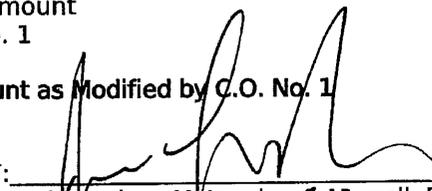
- 1) Disconnect existing conduit and wiring.
- 2) Locate the box 20 feet away from its current location.
- 3) Splice and extend, as required, existing conduit and wiring for connection to traffic box.
- 4) Regrade and restore work areas.

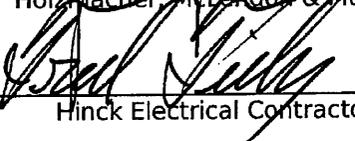
Cost of Change:

Lump sum price of \$4,811.32, as per the attached letter from the Contractor.

CONTRACT COST CHANGE

Original Contract Amount	\$416,700.00
Net Cost of C.O. No. 1	\$4,811.32
New Contract Amount as Modified by C.O. No. 1	\$421,511.32

RECOMMENDED BY:  DATE: 7/27/11
 Holzracher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 7/26/11
 Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 1 - Cont. E.doc



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT E – ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 1

JULY 26, 2011

ITEM 1E – RELOCATE DOT TRAFFIC SIGNAL BOX

Description of Change:

Cost to relocate an existing signal DOT traffic box which infringes upon the future driveway at Plant No. 17. Relocation of this box is a requirement of the SCDPW and was not included in the original project scope. The scope of work includes:

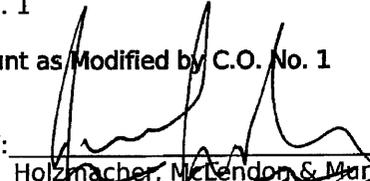
- 1) Disconnect existing conduit and wiring.
- 2) Locate the box 20 feet away from its current location.
- 3) Splice and extend, as required, existing conduit and wiring for connection to traffic box.
- 4) Regrade and restore work areas.

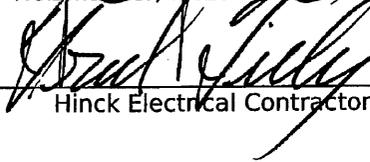
Cost of Change:

Lump sum price of \$4,811.32, as per the attached letter from the Contractor.

CONTRACT COST CHANGE

Original Contract Amount	\$416,700.00
Net Cost of C.O. No. 1	\$4,811.32
New Contract Amount as Modified by C.O. No. 1	\$421,511.32

RECOMMENDED BY:  DATE: 7/27/11
 Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 7/26/11
 Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 1 - Cont. E.doc

TOWN OF RIVERHEAD

Resolution # 759

AUTHORIZES CHANGE ORDER NO. 1
INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION
RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 1 of the Riverhead Water District for the project known as Interim and Permanent Treatment at Well No. 17-1, Contract G-General and Mechanical Construction, and be it further

RESOLVED, that Change Order No. 1 is in the amount of \$3,540.00 for the completion of concrete and compaction testing services by Philip Ross Industries, Inc. as specifically described in the attached change order, and be it further

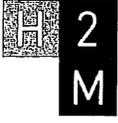
RESOLVED, that the original contract amount for Interim and Permanent Treatment at Well No. 17-1, Contract G-General and Mechanical Construction with Philip Ross Industries, Inc. of \$810,000.00 will now be increased in the amount of \$3,540.00 totaling a revised contract amount of \$813,540.00, and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road Tel. 631.756.8000
Melville, NY 11747 Fax 631.694.4122

September 8, 2011

Supt. Gary Pendzick
Riverhead Water District
1035 Pulaski St.
Riverhead, New York 11901

**Re: Riverhead Water District
Interim and Permanent Treatment at Well No. 17-1
Contract G – General and Mechanical Construction
H2M Project No.: RDWD 10-03
Change Order No. 1**

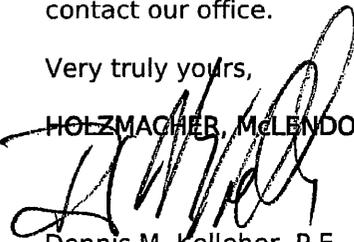
Dear Supt. Pendzick,

Enclosed please find three (3) copies of Change Order No. 1 for the above referenced project and contract. This change order addresses the cost of concrete/compaction testing services not covered by the contract allowance. Testing invoices have been included as part of this package for your reference. As previously discussed, the cost of the field man, dated 5/16/11 (when all concrete trucks were rejected and no samples were taken), will be borne by the Contractor.

We recommend that the Board authorize approval, retain one (1) copy for their records, forward one (1) copy to the attorney for the District, and return one (1) signed copy to our office.

Should you have any questions or comments regarding this change order, please feel free to contact our office.

Very truly yours,


HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E.
Senior Vice President

DMK/JLN/jrw

Enclosures

cc: Supervisor Sean Walter
Assist. Supt. Mark Conklin

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\11.08.29 - Pendzick - Change Order No. 1 - Cont. G.doc



PHILIP ROSS INDUSTRIES, INC.

200 Long Island Avenue
WYANDANCH, NEW YORK 11798

(631) 253-3077
FAX (631) 253-0180

LETTER OF TRANSMITTAL

TO Hzm

DATE	8/26/11	JOB NO.
ATTENTION	Jeff Westrich	
RE:	Riverview 12-1	

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
3	8/17/11		REVISED COPIES - ORIGINALS

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS: please return I fully executed for our records

COPY TO _____

SIGNED: J. Keller



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION
PHILIP ROSS INDUSTRIES, INC.

CHANGE ORDER NO. 1

AUGUST 17, 2011

ITEM 1E – TESTING ALLOWANCE

Description of Change:

The total cost of concrete and compaction testing services (as shown in the attached documents) has exceeded the testing allowance amount included in the contract. These tests were performed in accordance with the specifications. The number of concrete pours and the existing site soil conditions required independent testing services beyond what was included in the original contract.

Cost of Change:

Lump sum price of \$4,015.00 for testing services above the allowance amount, as per the attached documents.

CONTRACT COST CHANGE

Original Contract Amount	\$810,000.00
Total Cost of Testing Services	\$6,040.00
Amount Paid for from Original Testing Allowance	<u>(\$2,500.00)</u>
Net Cost of Testing Services and Change Order No. 1 Amount	\$3,540.00
New Contract Amount as Modified by C.O. No. 1	\$813,540.00

RECOMMENDED BY: DATE: 7/31/11
Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY: DATE: 8/25/11
Philip Ross Industries, Inc.

APPROVED BY: _____ DATE: _____
Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 1 - Cont. G.doc



RIVERHEAD WATER DISTRICT
 INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
 H2M PROJECT NO.: RDWD 10-03
 CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION
 PHILIP ROSS INDUSTRIES, INC.

CHANGE ORDER NO. 1

AUGUST 17, 2011

ITEM 1E – TESTING ALLOWANCE

Description of Change:

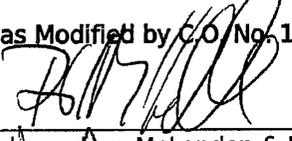
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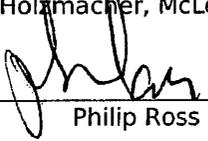
Cost of Change:

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CONTRACT COST CHANGE

Original Contract Amount	\$810,000.00
Total Cost of Testing Services	\$6,040.00
Amount Paid for from Original Testing Allowance	<u>(\$2,500.00)</u>
Net Cost of Testing Services and Change Order No. 1 Amount	\$3,540.00
New Contract Amount as Modified by C.O. No. 1	\$813,540.00

RECOMMENDED BY:  DATE: 9-8-11
 Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 8/25/11
 Philip Ross Industries, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 1 - Cont. G.doc



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT G – GENERAL AND MECHANICAL CONSTRUCTION
PHILIP ROSS INDUSTRIES, INC.

CHANGE ORDER NO. 1

AUGUST 17, 2011

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Amount Paid for from Original Testing Allowance	<u>(\$2,500.00)</u>
Net Cost of Testing Services and Change Order No. 1 Amount	\$3,540.00
New Contract Amount as Modified by C.O. No. 1	\$813,540.00

RECOMMENDED BY: DATE: 9-8-11
Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY: DATE: 8/25/11
Philip Ross Industries, Inc.

APPROVED BY: _____ DATE: _____
Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 1 - Cont. G.doc

ALL ISLAND TESTING

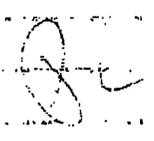
75B Pine Aire Drive
 Bay Shore, NY 11706
 Phone: (631) 273-5717
 Fax: (631) 273-2457

Invoice

Date	Invoice #
6/1/2011	PRS6111rwd

Bill To
P Ross Industries Inc 200 Long Island Avenue Wyandanch NY 11798

P.O. No.	Terms	Project
	Due on receipt	Riverhead Water District

Quantity	Description	Rate	Amount
1	Proctor taken 5/11	200.00	200.00
3	Field Men dtd 5/11, 5/16 & 5/18	475.00	1,425.00
8	Cylinders dtd 5/11 & 5/18	35.00	280.00
2	Pick-Up Charges dtd 5/10 & 5/19	50.00	100.00
3	Soils Men dtd 5/12, 5/23 & 5/24	500.00	1,500.00
13	Density Tests taken 5/12, 5/23 & 5/24	35.00	455.00
<p>ALL ISLAND TESTING</p> <p>11-005</p> <p>\$3960.-</p> 			
Total			\$3,960.00

ALL ISLAND TESTING

75B Pine Aire Drive
 Bay Shore, NY 11706
 Phone: (631) 273-5717
 Fax: (631) 273-2457

Invoice

Date	Invoice #
6/30/2011	PRS63011rwd

Bill To
P Ross Industries Inc 200 Long Island Avenue Wyandanch NY 11798

P.O. No.	Terms	Project
	Due on receipt	Riverhead Water District

Quantity	Description	Rate	Amount
2	Soils Men dtd 6/8 & 6/20	500.00	1,000.00
7	Density Tests taken 6/8 & 6/20	35.00	245.00
2	Field Men dtd 6/27 & 6/29	475.00	950.00
8	Cylinders dtd 6/27 & 6/29	35.00	280.00
2	Pick-Up Charges dtd 6/28 & 6/30	40.00	80.00
<p>VENDOR ID # <u>All Island</u></p> <p>GL # _____</p> <p>JOB # <u>11-005</u></p> <p>PRICE <u>\$2555</u></p> <p>QUANTITY OK _____</p> <p>EXTENSION OK _____</p> <p>APPROVED _____</p> <p>ENTERED _____</p>			
Total			\$2,555.00

10.04.2011
110760

ADOPTED

TOWN OF RIVERHEAD

Resolution # 760

RATIFIES TOWN BOARD APPROVAL FOR IMPORTATION/EXCAVATION PERMIT PURSUANT TO CHAPTER 62 OF THE RIVERHEAD TOWN CODE TO LOWE'S HOME CENTERS INC.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Lowe's Home Centers Inc., is the owner of real property located at 1461 Old Country Road, Riverhead, New York further described as Suffolk County Tax Map Number, 0600-101.-2-15.7; and

WHEREAS, Lowes's Home Centers Inc. has petitioned the Town Board for an excavation/importation permit pursuant to Chapter 62 of the Riverhead Town Code for the importation of 2,000 cubic yards of soil and the exportation of 2,300 cubic yard of soils in connection with the construction of a retail building as depicted on a survey dated July 21, 2011 prepared by ALTA / ACSM Land Title Survey, Kenneth J. Stigner, L.S. and said site plan for said retail building approved by the Planning Board pursuant to Planning Board resolution 2010-0043 adopted on June 3, 2010; and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned importation/excavation permit; and

WHEREAS, a report from Stantec Consulting Services, Inc., dated September 12, 2011 has been received containing calculations of a total of 2,000 cubic yards to be imported and 2,300 cubic yards of soil to be exported; and

WHEREAS, such removal of material will be supported by a manifest from the owner and approved by the Riverhead Town Engineer and the Building Department.

NOW THEREFORE BE IT RESOLVED, that based upon the foregoing, the Town Board hereby grants the importation/excavation permit requested by the applicant, such importation/excavation permit shall authore the importation of not more than 2,000 cubic yards and the exportation of not more than 2,300 cubic yard of soils in accordance with the application and calculations of Stantec

Consulting Services, Inc. pursuant to the above referenced report submitted with the application for importation/excavation; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect all excavation permit fees in the amount of \$8,600.00 dollars representing \$2.00 per cubic yard for the importation/exportation of said soils; and be it further

RESOLVED, that the excavation permit is condition upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday only; and be it further

RESOLVED, the applicant grants permission to the Town of Riverhead to randomly oversee the importation/exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of the said project; and be it further

RESOLVED, that upon conclusion of the excavation operations that the applicant's engineer will provide certification to the Building Department confirming the total of 4,300 cubic yards of soil, 2,000 cubic yards to be imported and 2,300 cubic yards to be exported, that was imported/exported from the property; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Travis Salvo, Project Manager of EW Howell, 245 Newtown Road, Suite 600, Plainview, New York, 11803; 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

10.04.2011
110761

ADOPTED

TOWN OF RIVERHEAD

Resolution # 761

**APPROVES THE PURCHASE OF SAND REQUIRED BY THE TOWN
HIGHWAY DEPARTMENT TO PERFORM SANDING OPERATIONS ON
TOWN HIGHWAYS AND ROADWAYS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Highway Department seeks to purchase an amount of sand which will satisfy the Highway Department's needs to perform sanding operations on Town highways and roadways for the year in an amount less than \$20,000.00; and

WHEREAS, the Town's Procurement Policy requires that all estimated purchases of less than \$20,000.00 but greater than \$3000.00 shall require a written request for a proposal (RFP) and written/fax quotes from at least three comparative vendors; and

WHEREAS, the Highway Superintendent has complied with the Town Procurement Policy and has received three quotes from comparative vendors; and

WHEREAS, Guillo Contracting Corporation submitted the lowest quote for sand at a price of \$10.00 per cubic yard; and

WHEREAS, the Town Financial Administrator has confirmed that there exists adequate funds within the Highway Department budget, to wit: "Snow Removal/Contractor Expenses" account for the purchase of sand in an amount not to exceed \$20,000.00; and

NOW, THEREFORE, BE IT RESOLVED the Town Board authorizes the Highway Superintendent to execute an Agreement with Guillo Contracting Corporation for the purchase of sand in an amount not to exceed \$20,000.00; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110762

ADOPTED

TOWN OF RIVERHEAD

Resolution # 762

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPECIALTY FOOD ITEMS
FOR THE TOWN OF RIVERHEAD SENIOR CENTER**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SPECIALTY FOOD ITEMS FOR THE TOWN OF RIVERHEAD SENIOR CENTER and;

NOW THEREFORE BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 13TH, 2011 issue of the News Review and;

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of SPECIALTY FOOD ITEMS FOR THE TOWN OF RIVERHEAD SENIOR CENTER must be received at the OFFICE OF THE TOWN CLERK, 200 Howell Avenue, Riverhead, New York until 4:00 pm on OCTOBER 20, 2011 and will be publicly opened and read aloud at 11:00 am on October 21, 2011 in the office of the Town Clerk.

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

Specifications may be examined and/or obtained on OCTOBER 13, 2011 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked **SPECIALTY FOOD ITEMS FOR TOWN OF RIVERHEAD SENIOR CENTER**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 763

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
(§108-3 Definitions; word usage)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 108 entitled “Zoning” of the Riverhead Town Code once in the October 13, 2011 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 18th day of October 2011 at 7:15 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE I. General Provisions**

§ 108-3. Definitions; word usage.

AGRICULTURAL PRODUCTION—~~The production for commercial purposes of all crops, livestock and livestock products~~ Pursuant to and consistent with New York State Agricultural & Markets Law Article 25AA, agricultural production shall mean those lands for the production of sale of crops, livestock and livestock products, including but not limited to the following:

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

Dated: Riverhead, New York
October 4, 2011

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 764

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE
TO SUPPORT RIVERHEAD SEWER TREATMENT PLANT UPGRADE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Governor Cuomo has directed nine State agencies to make New York State funding resources available through a new Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation. In addition, the New York Power Authority and Economic Development Power Allocation Board (EDPAB) will be using the CFA to implement “Recharge New York,” a new, low-cost power program for New York businesses and not-for-profits; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for “Transformative Project Proposals” for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, each Region will compete for up to \$1 billion in economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Town of Riverhead seeks to submit a funding application to support the upgrade to the Riverhead Sewer Treatment Plant in Downtown Riverhead and Eastern Long Island; and

WHEREAS, the Riverhead Sewer Treatment Plant in Downtown Riverhead is a regionally significant project as it protects an U.S. Environmental Protection Agency federally designated Estuary of National Significance by treating sewage from development along or near the Peconic Estuary watershed; and

WHEREAS, the Riverhead Sewer Treatment Plant in Downtown Riverhead is a regionally significant project as it supports job creation and generates tax base by supporting targeted sustainable regional growth such as high density smart growth

projects in Downtown Riverhead including the 100 room Hyatt Place Hotel at Long Island Aquarium, Route 58 commercial corridor development and mixed use projects that include commercial and housing units; and

WHEREAS, the Riverhead Sewer Treatment Plant in Downtown Riverhead is a regionally significant project as it supports scavenger waste treatment from various areas that do not have Sewer Treatment Plants such as areas of Brookhaven, Southold, and Southampton; and

WHEREAS, the Riverhead Sewer Treatment Plant in Downtown Riverhead is a regionally significant project as it treats sewage from the Suffolk County Center in Southampton; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a CFA fund proposal to New York State on or before October 31, 2011, for funding to support the Riverhead Sewer Treatment Plant in Downtown Riverhead; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to the Community Development Department and the Riverhead Sewer District; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 765

AUTHORIZES TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR DOCKS ALONG THE DOWNTOWN WATERFRONT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Suffolk County awarded \$90,000 to fund site improvements to the Town of Riverhead property along the downtown waterfront for improved public access by rowing clubs such as East End Rowing and boat storage within the Town of Riverhead parking district property through Round 9 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

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

WHEREAS, the project is supported by the Riverhead Business Improvement District, the Riverhead Chamber of Commerce and the East End Arts Council.

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for purchase of the docks in the October 13, 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 Community Development, Engineering, Purchasing Department, IT Department and the Office of Accounting.

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

THE VOTE

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 purchase of docks to be installed along the downtown waterfront will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on Thursday, October 27, 2011 and will be publicly opened and read aloud at 11:00 am on Friday, October 28, 2011 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about October 13, 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.

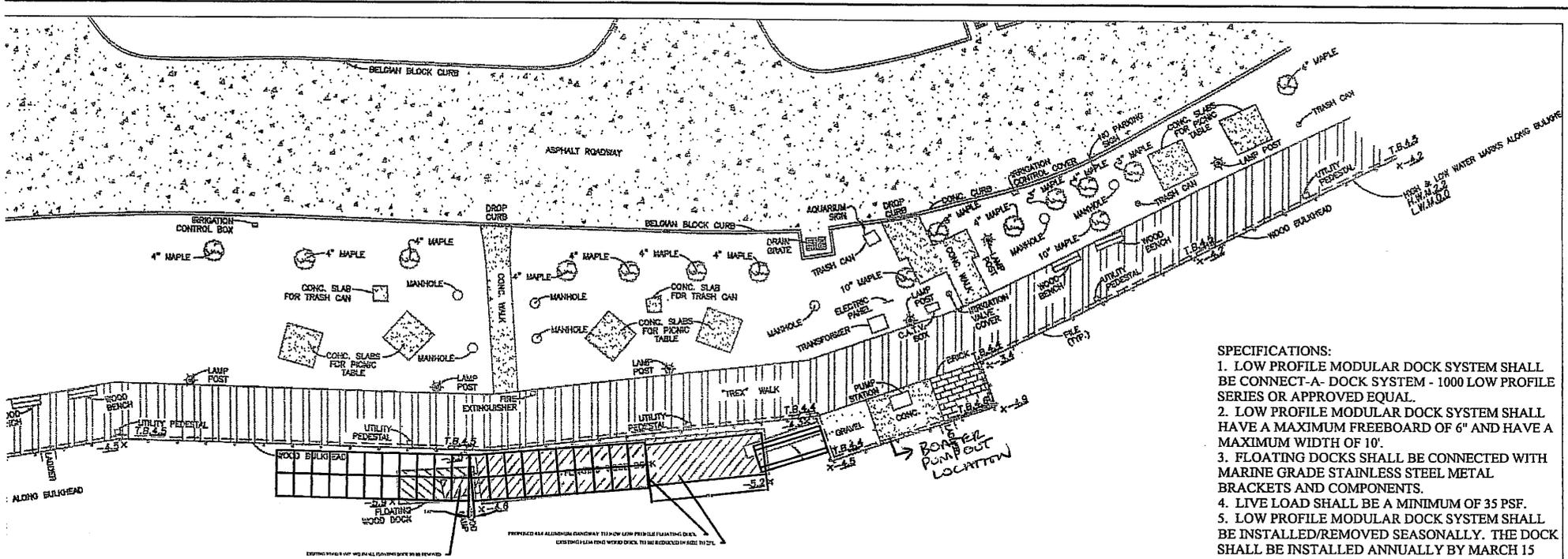
A fee \$50.00 *refundable fee (*subject to terms, conditions and instructions to be provided by Town Clerk/Receipt of Fee form) will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Downtown Waterfront Docks 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. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

Dated: October 13, 2011



- SPECIFICATIONS:**
1. LOW PROFILE MODULAR DOCK SYSTEM SHALL BE CONNECT-A- DOCK SYSTEM - 1000 LOW PROFILE SERIES OR APPROVED EQUAL.
 2. LOW PROFILE MODULAR DOCK SYSTEM SHALL HAVE A MAXIMUM FREEBOARD OF 6" AND HAVE A MAXIMUM WIDTH OF 10'.
 3. FLOATING DOCKS SHALL BE CONNECTED WITH MARINE GRADE STAINLESS STEEL METAL BRACKETS AND COMPONENTS.
 4. LIVE LOAD SHALL BE A MINIMUM OF 35 PSF.
 5. LOW PROFILE MODULAR DOCK SYSTEM SHALL BE INSTALLED/REMOVED SEASONALLY. THE DOCK SHALL BE INSTALLED ANNUALLY BY MARCH 15 AND SHALL BE REMOVED BY NOVEMBER 15.
 6. LOW PROFILE FLOATING DOCK SHALL BE STORED WITH WALKING SURFACE OF THE DOCK FACE UP.

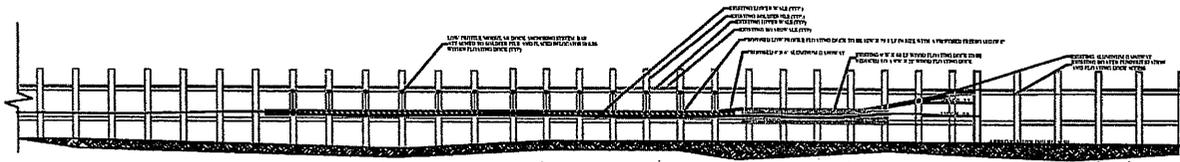
PECONIC RIVER
EBB
FLOOD

**SURVEY OF
DOCKS AT PECONIC RIVERFRONT WALK
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK**
S.C. TAX No. 600-128-06-P/D 86
SCALE 1"=20' SCALE SHOWN IN DWG IS 1"=10'
JULY 31, 2010

Nathan Taft Corwin III
Land Surveyor

Site Storage - Subdivisions - Site Plans - Construction Layout
PHONE (631)727-8888 FAX (631)727-1727
OFFICE LOCATED AT 100 MAIN AVENUE
RIVERHEAD, NEW YORK 11907

NYLS Lic. No. 20297



TOWN OF RIVERHEAD
200 HOWELL AVENUE
RIVERHEAD NEW YORK 11901

NO.	DATE	DESCRIPTION
1	10/1/10	REVISED DWG AS PER 6/17/10 NYSDEC COMMENT LTR

PROJECT: PECONIC RIVERFRONT - PERMIT APPLICATION FOR LOW PROFILE FLOATING DOCK
DWG-NAME: SITE PLAN AND CROSS SECTION

DATE: SEPTEMBER 2010
DRAWN BY: CPF
SCALE: 1"=10' OR AS NOTED

S1 - R1



10.04.2011
110766

ADOPTED

TOWN OF RIVERHEAD

Resolution # 766

**DECLARES PUBLIC EMERGENCY REGARDING HURRICANE IRENE AND
AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT FOR REMOVAL
OF STORM DEBRIS FOR INCINERATION BY TOWN OF BROOKHAVEN**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to Hurricane Irene with sustained extreme high winds and rain, all areas of the Town suffered downed trees, tree limbs, branches and related debris impacting power and utility lines and rendering several Town roadways impassable or dangerous due to storm damage; and

WHEREAS, due to the severity of damage, the threat to the health, safety and welfare of the inhabitants, and requirement for swift remediation to remedy the threat to our residents caused by Hurricane Irene, the Town sought the assistance of Federal Emergency Management Agency (FEMA); and

WHEREAS, FEMA, under the terms and conditions of a Federal Management Agency grant, contracted with entities for services related to and designed to reduce the tremendous amount of storm debris stockpiled at the Town's Yard Waste facility; and

WHEREAS, as remediation by grinding required an inordinate amount of man power and equipment, FEMA and Town agreed that remediation efforts focused on removal for incineration would best serve the interests of the Town and its inhabitants and prove to be more cost effective; and

WHEREAS, FEMA has approved reimbursement to the Town for costs associated with the removal of the debris and delivery to a site designated by the Town of Brookhaven and permitted by Department of Environmental Conservation (DEC) as and for incineration of storm debris; and

WHEREAS, the Town of Brookhaven's permit issued by the DEC shall expire on October 19, 2011, and the Town of Brookhaven has determined that the Town of Brookhaven shall not accept material for incineration after October 10, 2011 in order to ensure that the Town of Brookhaven can complete incineration of all storm debris by the DEC permit deadline of October 19, 2011; and

WHEREAS, FEMA has requested that the Town move swiftly and deliver the storm debris to the Town of Brookhaven before October 10, 2011 with costs related to transport of the material to be reimbursed under and pursuant to FEMA grant; and

WHEREAS, the Town sent out a request for proposal to entities capable of removal and transport of the storm debris to the Town of Brookhaven incinerator site to determine the cost required to complete this portion of remediation and determined that costs will likely exceed \$35,000.00; and

WHEREAS, pursuant to the Town's Procurement Policy public works contracts in excess of \$35,000.00 shall be competitively bid unless there exists exigent circumstances affecting public health or property such that it is appropriate for the Town Board of the Town of Riverhead to declare a public emergency as set forth in General Municipal Law § 103(4); and

NOW, THEREFORE, BE IT RESOLVED, due to the severe time restriction and impending deadline to deliver storm debris to the Town of Brookhaven permitted incinerator site; lack of alternate solutions to remedy the conditions created by Hurricane Irene; limitations set by the DEC on the capacity of the yard/storm debris at the Town's Yard Waste Facility; recommendation of the Town of Riverhead Sanitation Superintendent and his representation that there exists inadequate staff and equipment for his department to manage or remediate the debris; and, the Town's desire to comply with FEMA recommendations/directives such that the Town may be eligible for reimbursement of costs related to remediation efforts, the Town Board does hereby declare the removal of accumulated storm debris to be a public emergency under General Municipal Law § 103(4); and be it further

RESOLVED that the Supervisor is hereby authorized to execute an agreement with the individual/entity determined to be the lowest responsible of the three quotes referenced above; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 767

**AUTHORIZES THE ACCEPTANCE OF DONATION(S) FROM A COMMITTEE
ADVOCATING RELOCATION AND CONSTRUCTION OF ANIMAL SHELTER AND
AUTHORIZES THE FINANCIAL ADMINSTRATOR TO ESTABLISH AND MANAGE A
TRUST AND AGENCY FUND**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a committee of citizens in the Town of Riverhead, known as Move The Animal Shelter Committee aka "MTAS", have expressed a desire to donate funds to the Town of Riverhead for the express purpose of relocating and constructing a new animal shelter; and

WHEREAS, the citizens of MTAS, committee-donor, have requested that the donations be placed in a Trust and Agency Account for the sole purpose of expenditure on costs associated with relocating and constructing a new animal shelter; and

WHEREAS, pursuant to Town Law, § 64(8) the Town Board is expressly authorized to accept a gift ". . . for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said town, and provide for the proper administration of the same"; and

WHEREAS, as stated above, the Town may accept gifts in trust for any public use upon such terms and conditions as may be prescribed by the donor and accepted by the Town and said gifts of moneys are properly accounted for in a Trust and Agency Account; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead accepts the donations with the term and conditions that the monies be placed in a Trust and Agency Account for the purpose of relocating and constructing a new animal shelter or such other public purpose designating by the committee-donor; and

BE IT FURTHER RESOLVED, that the Town Financial Administrator is hereby authorized to create a Trust and Agency account for the receipt of such donations; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 768

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-35 September 22, 2011 (TBM 10/04/11)				
FUND NAME			09/22/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		999,621.31	999,621.31
RECREATION PROGRAM FUND	6		2,943.06	2,943.06
HIGHWAY FUND	111		112,973.42	112,973.42
WATER DISTRICT	112		60,319.70	60,319.70
RIVERHEAD SEWER DISTRICT	114		130,403.97	130,403.97
REFUSE & GARBAGE COLLECTION DI	115		365,591.83	365,591.83
STREET LIGHTING DISTRICT	116		6,899.26	6,899.26
PUBLIC PARKING DISTRICT	117		5,202.00	5,202.00
EAST CREEK DOCKING FACILITY FU	122		150.65	150.65
CALVERTON SEWER DISTRICT	124		9,135.52	9,135.52
RIVERHEAD SCAVANGER WASTE DIST	128		26,453.02	26,453.02
WORKERS' COMPENSATION FUND	173		687.5	687.5
RISK RETENTION FUND	175		7,165.00	7,165.00
CDBG CONSORTIUM ACOUNT	181		654.54	654.54
COMMUNITY DEVELOPMENT AGENCY C	405		49,565.75	49,565.75
TOWN HALL CAPITAL PROJECTS	406		39,604.23	39,604.23
WATER DISTRICT CAPITAL PROJECT	412		1,130,952.37	1,130,952.37
RIVERHEAD SEWER CAPITAL PROJEC	414		154,262.10	154,262.10
TRUST & AGENCY	735		1,134,588.00	1,134,588.00
SPECIAL TRUST	736		2,000,000.00	2,000,000.00
CALVERTON PARK - C.D.A.	914		4,500,000.00	4,500,000.00
TOTAL ALL FUNDS			10,737,173.23	10,737,173.23

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.04.2011
110768

ADOPTED

TOWN OF RIVERHEAD

Resolution # 768

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-36 September 29, 2011 (TBM 10/04/11)				
FUND NAME			09/29/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		175,706.77	175,706.77
POLICE ATHLETIC LEAGUE	4		5,164.02	5,164.02
RECREATION PROGRAM FUND	6		1,688.06	1,688.06
HIGHWAY FUND	111		113,021.60	113,021.60
WATER DISTRICT	112		26,925.74	26,925.74
RIVERHEAD SEWER DISTRICT	114		29,164.09	29,164.09
REFUSE & GARBAGE COLLECTION DI	115		1,662.37	1,662.37
STREET LIGHTING DISTRICT	116		33,460.64	33,460.64
PUBLIC PARKING DISTRICT	117		850.00	850.00
BUSINESS IMPROVEMENT DISTRICT	118		49.95	49.95
AMBULANCE DISTRICT	120		5,838.01	5,838.01
EAST CREEK DOCKING FACILITY FU	122		134,025.72	134,025.72
CALVERTON SEWER DISTRICT	124		685.65	685.65
RIVERHEAD SCAVANGER WASTE DIST	128		6,839.90	6,839.90
RISK RETENTION FUND	175		36,888.00	36,888.00
CDBG CONSORTIUM ACOUNT	181		33.15	33.15
COMMUNITY DEVELOPMENT AGENCY C	405		632,644.82	632,644.82
TOWN HALL CAPITAL PROJECTS	406		9,932.27	9,932.27
WATER DISTRICT CAPITAL PROJECT	412		10,522.52	10,522.52
RIVERHEAD SEWER CAPITAL PROJEC	414		71,867.05	71,867.05
CALVERTON SEWER CAPITAL PROJEC	424		1,187.21	1,187.21
LOCAL ST & HIGHWAY CAP PROJECT	451		42,421.16	42,421.16
TRUST & AGENCY	735		102,054.11	102,054.11
TOTAL ALL FUNDS			1,442,632.81	1,442,632.81

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted