

FEBRUARY 22, 2012

- Res. #135 Carl & Terry Carter Open Space Capital Project Budget Adjustment**
- Res. #136 Refunding Bond Resolution Authorizing the Issuance Pursuant to Section 90.10 of the Local Finance Law of Refunding Bonds of the Town of Riverhead, Suffolk County, New York, to be Designated Substantially “Public Improvement Refunding (Serial) Bonds”, and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby.**
- Res. #137 Resolution Repealing Certain Previously Adopted Serial Bond Authorizations**
- Res. #138 Riverhead Sewer Treatment Plant Upgrade Capital Project Budget Adjustment**
- Res. #139 Appoints Temporary Secretary to the Board of Assessment Review (Mary Burns)**
- Res. #140 Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State**
- Res. #141 Authorizes Town Supervisor to Execute Change Order No. 2 for Grangebel Park North Spillway Rehabilitation**
- Res. #142 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the GE Evolve LED Series Avery Post Top Street Lights or Reasonable Equal**
- Res. #143 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Town-Wide Annual Construction Contract**
- Res. #144 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Town-Wide Annual Procurement Contract**
- Res. #145 Ratifies the Termination of a Crossing Guard**
- Res. #146 Amends Resolution #88**
- Res. #147 Ratifies the Appointment of a Wastewater Treatment Plant Operator II (Robert Smith)**
- Res. #148 Awards Bid for Heating Fuel**

- Res. #149 Adopts Disciplinary Decision**
- Res. #150 Rescinds Resolution #439 of 2011**
- Res. #151 Approves Extension of Security Posted by Mastro Realty in Connection with the Subdivision Entitled “Map of Mastro Realty” (Road and Drainage Improvements)**
- Re s. #152 Approves Extension of Security Posted by Campo Brothers in Connection with the Subdivision Entitled “Cedar Cove” (Road and Drainage Improvements)**
- Res. #153 Approves Extension of Security Posted by CTR Development LLC in Connection with the Subdivision Entitled “Demchuk Estates” (Road and Drainage Improvements)**
- Res. #154 Authorizes the Supervisor to Execute a Professional Services Agreement with Suffolk Online Advertising**
- Res. #155 Authorizes the Supervisor to Execute a Professional Services Agreement with WFT Data Services**
- Res. #156 Authorizes the Retention of the Law Firm of Campolo, Middleton & McCormick, LLP Regarding Claim of Bobby Riddick**
- Res. #157 Awards Bid for Recreation Software Program**
- Res. #158 Adopts a Local Law Amending Chapter 52 Entitled “Building Construction” of the Riverhead Town Code (New York State Uniform Fire Prevention and Building Code)**
- Res. #159 Appoints Interpreter for Police Department and Justice Court (Alexander Floroff)**
- Res. #160 Grants Clearing Permit to Peconic Farms, LLC as Provided by Chapter 62 of the Riverhead Town Code**
- Res. #161 Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders for the EPCAL Ball Field Parking Lot Improvement Project, Phase I**
- Res. #162 Amends Resolution #810 Dated November 1, 2011 (Establishment of Audit Committee)**
- Res. #163 Authorizes the Supervisor to Execute Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 (Standby Pay)**

- Res. #164** Authorizes the Supervisor to Execute Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 (PSD)
- Res. #165** Authorizes Attendance at the 2012 New York State Town Clerks Association Annual State Conference
- Res. #166** Awards Bid for Maintenance and Emergency Services Contract C - Control Riverhead Water District
- Res. #167** Awards Bid for Maintenance and Emergency Services Contract D – Distribution Riverhead Water District
- Res. #168** Awards Bid for Maintenance and Emergency Services Contract E – Electrical Riverhead Water District
- Res. #169** Awards Bid for Maintenance and Emergency Services Contract M – Mechanical Riverhead Water District
- Res. #170** Extends Bid for Dry Hydrated Lime (Calcium Hydroxide) for Riverhead Water District
- Res. #171** Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc., Regarding the 2012 Calendar Year
- Res. #172** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 48 Entitled “Beaches and Recreation Centers” of the Riverhead Town Code (Dog Park)
- Res. #173** Reinstates and Appoints Fire Marshal I (C.Zitek)
- Res. #174** Promotes a Fire Marshal I (C. Zitek)
- Res. #175** Ratifies Execution of Agreement with New York State Office of Emergency Management Regarding Grant HMGP-1899
- Res. #176** Business Improvement District Budget Adjustment
- Res. #177** Pay Bills

TOWN OF RIVERHEAD

Resolution # 135

CARL & TERRY CARTER OPEN SPACE

CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #680 adopted 9/8/2010 authorized parcels to be improved with Community Preservation Funds for passive recreation use including mowed pathway, kiosk stations along the pathway to provide information about existing habitats/species, benches, low maintenance plantings, bicycle rack and pervious parking area;

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>
737.095031.481737	Community Preservation Transfer	75,000	
406.099010.595737.42054	Improvements		75,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12

42259-2-New

120136

ADOPTED

REFUNDING BOND RESOLUTION

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on February 22, 2012, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Sean Walter, and upon roll being called, the following were

PRESENT:

Supervisor Sean Walter

Councilman John Dunleay

Councilman James Wooten

Councilman George Gabrielsen

Councilwoman Jodi Giglio

ABSENT:

The following resolution was offered by Councilman Wooten, who moved its adoption, seconded by Councilman Gabrielsen, to-wit:

Resolution # 136

REFUNDING BOND RESOLUTION DATED FEBRUARY 22, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY “PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS”, AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Town of Riverhead, Suffolk County, New York (hereinafter, the “Town”) heretofore issued an aggregate \$34,751,000 Public Improvement (Serial) Bonds, 2003, pursuant to various bond resolutions to pay the cost of certain capital improvements as hereinafter set forth in Exhibit A attached hereto and hereby made a part hereof, such Public Improvement (Serial) Bonds, 2003, being dated January 1, 2003 and maturing or matured on June 1 annually in each of the years 2003 to 2022, both inclusive (hereinafter, said bond maturing in the years 2012 to 2022, both inclusive, being the “2003 Refunded Bonds”); and

WHEREAS, the Town heretofore issued an aggregate principal amount of \$33,165,000 Public Improvement (Serial) Bonds, 2003, Series B, pursuant to various bond resolutions to pay the cost of certain capital improvements as hereinafter set forth in said Exhibit A, such Public Improvement (Serial) Bonds, 2003 Series B, being dated December 15, 2003 and maturing or matured on November 15 annually in each of the years 2004 to 2022, both inclusive (hereinafter, said bond maturing in the years 2012 to 2022, both inclusive, being the “2003B Refunded Bonds”); and

WHEREAS, the 2003 Refunded Bonds and 2003B Refunded Bonds are hereinafter sometimes referred to collectively as the “Refunded Bonds”; and

WHEREAS, it would be in the public interest to refund all, or one or more, or a portion of one or more, of the \$19,675,000 outstanding principal balance of the 2003 Refunded Bonds maturing in 2012 and thereafter, and the \$18,775,000 outstanding principal balance of the 2003B Refunded Bonds maturing in 2012 and thereafter, each by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, each of such refundings will individually result in present value savings in debt service as so required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding aggregate principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium to be paid on the Refunded Bonds which are to be called prior to their respective maturities, and (v) the

premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$40,000,000 refunding bonds of the Town pursuant to the provisions of Section 90.10 of the Local Finance Law (the “Public Improvement Refunding Bonds” or the “Refunding Bonds”), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$35,680,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding bond issues. The Public Improvement Refunding Bonds shall each be designated substantially “PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND” together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-12 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the Supervisor pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds

may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the Town by lot in any customary manner of selection as determined by the Supervisor.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the Town shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon

surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the Town Clerk as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the Town maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the Supervisor providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the Supervisor as fiscal agent of the Town for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Supervisor, as chief fiscal officer of the Town, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said Town,

to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the Town, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the Supervisor is also hereby authorized to name the Town Clerk as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Supervisor, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the respective Refunded Bonds, for each of the objects or purposes for which such respective Refunded Bonds were issued is as specified in Exhibit A to this refunding bond resolution, calculated in each case from the date of issuance of the first obligations issued therefor;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said respective Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to each of the respective series of Refunded Bonds, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution (collectively, the “Refunding Financial Plan”), showing the sources and amounts of all moneys required to accomplish such refundings, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and hereby made a part of this

resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$35,680,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit B attached hereto and made a part of this resolution. This Town Board recognizes that the Refunding Bonds may be issued in one or more series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the Town will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit B. The Supervisor is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Supervisor; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The Supervisor shall file a copy of his certificates determining the details of the Refunding Bonds and the final Refunding

Financial Plan with the Town Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the “Escrow Contract”) with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President shall designate (collectively the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section

90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an “arbitrage bond” as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the Town hereby elects to call in and redeem each respective series of Refunded Bonds which the Supervisor shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the Town in the manner and within the times provided in the Refunded Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding

Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at public competitive sale or at private sale to Jefferies & Company and as shall be hereafter determined by the Supervisor (the “Underwriter”) for purchase prices to be determined by the Supervisor, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as may be required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the Supervisor, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the Town providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter a purchasing underwriter if sold at private sale. After the Refunding Bonds have been duly executed, they shall be delivered by the Supervisor to the purchaser Underwriter in accordance with said purchase contract upon the receipt by the Town of said the purchase price, including accrued interest.

Section 11. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: February 22, 2012.

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Sean Walter VOTING: YES

Councilman John Dunleavy VOTING: YES

Councilman James Wooten VOTING: YES

Councilman George Gabrielsen VOTING: YES

Councilwoman Jodi Giglio VOTING: YES

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York (the “Issuer”), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on February 22, 2012.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the “Open Meetings Law”.
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this ____ day of February, 2012.

(CORPORATE SEAL) _____ Town Clerk

EXHIBIT A

Objects or Purposes and their periods of probable usefulness in the Refunded Bonds, as further described in the Bond Certificates dated December 16, 2002 and December 2, 2003 and hereby incorporated herein by reference.

\$34,751,000 Public Improvement (Serial) Bonds, 2003

1.	Railroad Avenue land	30 Years	11.	Shade Tree Lane Facility	20 Years
2.	Highway Dept. Vehicles/Equip.	15 Years	12.	Drainage Improvements	40 Years
3.	Landfill Phase I Project	20 Years	13.	Gas Heating Conversions	10 Years
4.	Landfill Phase II Project	20 Years	14.	Highway Equipment	15 Years
5.	Municipal Garage	20 Years	15.	Settled Claim	5 Years
6.	Highway Barn Osborn Ave.	15 Years	16.	Master Plan	5 Years
7.	Open Spaces	30 Years	17.	Water District Wells	40 Years
8.	Open Spaces (Series II)	30 Years	18.	Sidewalks	10 Years
9.	Stotzky Park	15 Years	19.	Scavenger Waste Dist. Facil.	40 Years
10.	Iron Pier Beach	15 Years	20.	Traffic Signal Equipment	20 Years

\$33,165,000 Public Improvement (Serial) Bonds, 2003 Series B

1.	Parking District No. 1	15 Years	11.	Computer Hardware/Software	5 Years
2.	Riverhead Sewer District	30 Years	12.	Ambulance	10 Years
3.	Calverton Sewer District Plan	5 Years	13.	Scavenger Waste Dist. Facil.	40 Years
4.	Calverton Sewer District	40 Years	14.	Road Resurfacing	15 Years
5.	Water District	40 Years	15.	Landfill Phase II Project	20 Years
6.	Water District	40 Years	16.	Open Spaces	30 Years
7.	Master Plan	5 Years	17.	Open Spaces	30 Years
8.	Railroad Avenue land	30 Years	18.	Open Spaces	30 Years
9.	Twin Ponds Parking Lot	10 Years	19.	Settled Claim	5 Years
10.	Electrical Generator	30 Years			

EXHIBIT B

PRELIMINARY REFUNDING FINANCIAL PLAN

TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NEW YORK

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Riverhead, Suffolk County, New York, on February 22, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: Riverhead, New York

March 1, 2012

Diane M. Wilhelm
Town Clerk

SUMMARY OF REFUNDING BOND RESOLUTION DATED FEBRUARY 22, 2012.

SUMMARY OF A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO.

WHEREAS, the Town of Riverhead, Suffolk County, New York (hereinafter, the "District" or the "Town") heretofore issued an aggregate principal amount of \$34,751,000 Public Improvement (Serial) Bonds, 2003 (the "2003 Refunded Bonds") and \$33,165,000 Public Improvement (Serial) Bonds, 2003, Series B (the "2003B Refunded Bonds"); and

WHEREAS, the 2003 and 2003B Refunded Bonds are hereinafter sometimes referred to collectively as the “Refunded Bonds”; and

WHEREAS, it would be in the public interest to refund all, or one or more, or a portion of one or more, of the outstanding \$19,675,000 principal balance of the 2003 Refunded Bonds maturing in 2012 and thereafter, and the outstanding \$18,775,000 principal balance of the 2003B Refunded Bonds maturing in 2012 and thereafter, each by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding aggregate principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, (iv) the redemption premium to be paid on the Refunded Bonds which are to be called prior to their respective maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$40,000,000 refunding bonds of the Town pursuant to the provisions of Section 90.10 of the Local Finance Law (the “Public Improvement Refunding Bonds” or the “Refunding Bonds”), it being

anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$35,680,000, as provided in Section 4 hereof.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the respective Refunded Bonds, for each of the objects or purposes for which such respective Refunded Bonds were issued is as specified in Exhibit A attached to the complete refunding resolution (the "Complete Resolution") which Exhibit A is not published as part of this summary;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said respective Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds, is \$2,358,706.43 (\$1,409,948.62 as to 2003 Refunded

Bonds and \$948,757.81 as to 2003B Refunded Bonds) as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution (collectively, the “Refunding Financial Plan”), showing the sources and amounts of all moneys required to accomplish such refundings are set forth in Exhibit B to the Complete Resolution which Exhibit B is not published as part of this summary. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$35,680,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on said Exhibit B.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the “Escrow Contract”) with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President shall designate (collectively the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds.

Section 8. The Supervisor is delegated authority to sell said Refunding Bonds at public competitive sale or at private sale.

* * * * *

A COPY OF THE COMPLETE TEXT OF THIS RESOLUTION TOGETHER WITH ALL EXHIBITS IS ON FILE IN THE OFFICE OF THE TOWN CLERK WHERE IT IS AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS.

* * * * *

02.22.12
120137

ADOPTED

REPEALING RESOLUTION

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 22nd day of February 2012, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Board Member Sean Walter, and upon roll being called, the following were:

PRESENT:

Supervisor Sean Walter

Councilman John Dunleay

Councilman James Wooten

Councilman George Gabrielsen

Councilwoman Jodi Giglio

ABSENT:

The following resolution was offered by Board Member Councilman Gabrielsen, who moved its adoption, seconded by Board Member Councilwoman Giglio, to-wit:

Resolution # 137

**RESOLUTION REPEALING CERTAIN PREVIOUSLY ADOPTED
SERIAL BOND AUTHORIZATIONS**

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has heretofore pursuant to various bond resolutions duly adopted by said Town Board on various dates authorized financing for various capital improvements in and for said Town, including incidental improvements and expenses in connection therewith, and

WHEREAS, it has now been determined that all or a portion of certain of said financing authorizations will not be required for said capital projects and it is now desired to repeal solely from said serial bond authorizations of said resolutions, the unused portion thereof; NOW, THEREFOR, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The serial bond authorizations of the bond resolutions listed on the attached Appendix A are hereby repealed to the extent indicated therein; provided, however, such repeal shall only be effective to the extent any such authorization to be repealed has not heretofore utilized for the issuance of obligations of the Town therefor.

Section 2. This resolution shall take effect immediately and neither publication nor posting is required.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Sean Walter VOTING: YES

Councilman John Dunleavy VOTING: YES

Councilman James Wooten VOTING: YES

Councilman George Gabrielsen VOTING: YES

Councilwoman Jodi Giglio VOTING: YES

This resolution was thereupon declared duly adopted.

* * * * *

APPENDIX A

BOND RESOLUTIONS SUBJECT TO REPEAL IN WHOLE OR PART

<u>Capital Project</u>	<u>Adoption Date</u>	<u>Project Name</u>	<u>Resolution No.</u>	<u>Amount Authorized</u>	<u>Amount Repealed</u>
70063	10/17/2006	Riverhead Sewer & Scavenger District Belt Filter Press	06-925	750,000.00	750,000.0
40194	9/27/2007	Purchase Buses - Nutrition Center	09-905	89,000.00	89,000.0
40197	1/2/2008	Trucks - Building Department	08-009	45,000.00	45,000.0
40161	1/10/2008	East Creek Marina Improvements	08-042	1,500,000.00	50,000.0
80003	1/15/2008	Landfill Closure - Phase III	08-066	10,000,000.00	875,000.0
42501	2/6/2008	Acquisition of Land - Militello	08-134	140,000.00	140,000.0
45109	2/18/2009	2009 Road Reconstruction and Resurfacing	09-120	1,500,000.00	36,000.0
40200	3/31/2009	2009 Telephone System Upgrade	09-279	60,000.00	60,000.0
40201	3/31/2009	2009 Electronic Keyless System	09-280	25,000.00	25,000.0
40202	3/12/2009	2009 Fiber Installation	09-188	235,000.00	235,000.0
40203	5/5/2009	Construction of Salt Barns	09-402	600,000.00	600,000.0
10022	6/16/2009	209 East Main Street Property Purchase	09-618	325,000.00	22,000.0
45111	8/4/2009	2009 Oakleigh Avenue	09-742	400,000.00	400,000.0
45113	5/4/2010	2010 Road Reconstruction and Resurfacing	10-329	1,000,000.00	33,000.0
					3,360,000.0

TOWN OF RIVERHEAD

Resolution # 138

RIVERHEAD SEWER TREATMENT PLANT UPGRADE

CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Capital Project was adopted 4/6/2010, Resolution 10-279 for the Riverhead Sewer District Treatment Plant Upgrade; and

WHEREAS the Sewer District Superintendent has requested a transfer from the Riverhead Sewer District reserve account in order for the project's design to complete;

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>
114.000000.49999	Riverhead Sewer District	25,100	
414.083100.543504.20031	Professional Services Engineering		25,100

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12
120139

ADOPTED

TOWN OF RIVERHEAD

Resolution # 139

**APPOINTS TEMPORARY SECRETARY
TO THE BOARD OF ASSESSMENT REVIEW**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a position of temporary secretary currently exists on the Board of Assessment Review; and

WHEREAS, Mary Burns has expressed an interest in serving in this capacity.

NOW, THEREFORE, BE IT RESOLVED, that Mary Burns be and is hereby appointed as temporary secretary to the Board of Assessment Review at an hourly rate of \$15.00 effective May 1, 2012 through December 31, 2012; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Mary Burns, 13 Forest Dr, Riverhead, NY 11901, the Assessors' Office, the Personnel Officer, and the Office of Accounting; and

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

THE VOTE

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 # 140

AUTHORIZES THE FILING OF AN APPLICATION FOR NEW YORK STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the State of New York provides financial aid for hazardous waste programs; and

WHEREAS, the Town of Riverhead herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

THEREFORE, BE IT RESOLVED, by the Riverhead Town Board:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized;
2. That the Supervisor, or his designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE;
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the STATE share of such costs;
4. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application; and
5. That this resolution shall take effect immediately.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and Sanitation Superintendent John Reeve.

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 # 141

AUTHORIZES TOWN SUPERVISOR TO EXECUTE CHANGE ORDER NO. 2 FOR GRANGEBEL PARK NORTH SPILLWAY REHABILITATION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on September 15, 2009, the Riverhead Town Board adopted Resolution No. 875 entitled, "Awards Bid for Grangebél Park North Spillway"; and

WHEREAS, the bid was awarded to Terry Contracting & Materials, Inc. in the amount of Two Hundred Eighty Eight Thousand Six Hundred Forty & 00/100 (\$288,640.00); and

WHEREAS, the Town Engineer made a determination that it was necessary to increase contract Item No.'s 5, 10A, 15A and 23 to make the necessary repairs and to stabilize the concrete dam due to the severely deteriorated and spalled condition of the concrete dam below the water level in the amount of \$8,362.00 along with a decrease in the estimated quantity of Item No. 11 in the amount of -4,842.20 for a net change order increase of Three Thousand Five Hundred Nineteen & 80/100 (\$3,519.80).

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 2 in the amount of \$3,519.80; and

BE IT FURTHER RESOLVED, that the Engineering Department be and is hereby authorized to forward a change order purchase request to the Purchasing Department; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Terry Contracting & Materials, Inc., 840 West Main Street, Riverhead, NY 11901, Kenneth Testa, P.E., Chris Kempner, Purchasing Department and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

GRANGEBEL PARK NORTH SPILLWAY REHABILITATION
TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

CHANGE ORDER NO. 2

Project:	Town of Riverhead, Grangebél Park North Spillway Rehabilitation
Change Order No.:	2
Date:	February 7, 2012
Contractor:	Terry Contracting & Materials, Inc. 840 West Main Street Riverhead, NY 11901
Contract Date:	September 15, 2009

The Contract is changed as follows:

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

The Original Contract Sum was.....	\$288,640.00
Net Change by Previously Authorized Change Orders.....	\$5,204.20
The Contract Sum Prior to This Change Order was.....	\$293,844.00
The Contract Sum will be increased by this Change Order in the amount of	\$3,519.80
to represent	
Item No. 5 Earth Dam Core Material.....	+\$1,100.00
Item No. 10A Rebar Anchor Bolts	+\$2,730.00
Item No. 15A Mod Demo & Removal	+\$1,606.00
Item No. 23A Mod Spall Repair Type B.....	+\$2,926.00
Item No. 11 Class B Concrete (Decrease)	-\$4,842.20
The New Contract Sum Including this Change Order will be.....	\$297,364.00

Contractor	Owner
Terry Contracting & Materials, Inc.	Town of Riverhead
840 West Main Street Riverhead, NY 11901	200 Howell Avenue Riverhead, New York 11901
By: _____ Authorized Representative Signature	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

TOWN OF RIVERHEAD

Resolution # 142

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE GE EVOLVE LED SERIES AVERY POST TOP STREET LIGHTS OR REASONABLE EQUAL

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Engineering Department, which includes the Street Lighting Division, inspected existing lighting within the Downtown Street Lighting District, and recommended that the Town Board, acting on behalf of the Street Lighting District, replace lighting fixtures and components used to illuminate the roadway and sidewalks in the downtown area; and

WHEREAS, the Engineering Department researched acceptable fixtures and components and based upon the energy, efficiency and quality rating, together with the traditional and classic styling, functional demands; i.e. extreme weather, and life/warranty of the components, the Engineering Departments recommends that the Town Board authorize a competitive bid using the GE Evolve LED Series with LED Avery Post Top as the standard for the bid specifications; and

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Clerk to post and publish the attached Notice to Bidders for GE Evolve LED Series LED Avery Post Top or reasonable equivalent in the March 1, 2012 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 Ken Testa-Chief Engineer, Purchasing Department, IT Department and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the GE Evolve LED Series LED Avery Post Top or reasonable equivalent will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 21, 2012 and will be publicly opened and read aloud at 11:00 am on March 23, 2012 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 2, 2012 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.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "GE EVOLVE LED SERIES LED AVERY POST TOP STREET LIGHTS OR EQUIVALENT".

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: February 22, 2012

TOWN OF RIVERHEAD

Resolution # 143

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE TOWN-WIDE ANNUAL CONSTRUCTION CONTRACT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the Annual Construction Contract in the March 1, 2012, 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 Drew Dillingham, P.E., Purchasing Department, IT Department and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Annual Construction Contract will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 21, 2012, and will be publicly opened and read aloud at 11:10 am on March 23, 2012 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 2, 2012 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, "Annual Construction Contract" 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: February 22, 2012

02.22.12
120144

ADOPTED

TOWN OF RIVERHEAD

Resolution # 144

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE TOWN-WIDE ANNUAL PROCUREMENT CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for the Annual Procurement Contract in the March 1, 2012, 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 Drew Dillingham, P.E., Purchasing Department, IT Department and the Office of Accounting.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Annual Procurement Contract will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 21, 2012 and will be publicly opened and read aloud at 11:15 am on March 23, 2012 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 2, 2012 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, "Annual Procurement Contract" 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: February 22, 2012

TOWN OF RIVERHEAD

Resolution # 145

RATIFIES THE TERMINATION OF A CROSSING GUARD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 71 of New York State Civil Service Law, this Town Board hereby ratifies the termination of Donald Highland, a Crossing Guard in the Riverhead Town Police Department, effective for February 1, 2012.

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

02.22.12
120146

ADOPTED

TOWN OF RIVERHEAD

Resolution # 146

AMENDS RESOLUTION # 88

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #88 appointed a Confidential Secretary to the Town Attorney's office without designating an official and effective date of hire; and

WHEREAS, in compliance with Civil Service rules and regulations, all appointments require such a designated date of hire.

NOW THEREFORE BE IT RESOLVED, in accordance with the above, this Town Board hereby amends the terms of Resolution #88 to include an official date of hire of February 13, 2012.

BE IT FURTHER RESOLVED, that all other terms specified in Resolution #88 remain unchanged.

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 # 147

RATIFIES THE APPOINTMENT OF A WASTEWATER TREATMENT PLANT OPERATOR II

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Sewer District employee Robert Smith has been serving as a provisional appointment in the position of Wastewater Treatment Plant Operator II since April 25, 2011; and

WHEREAS, the Suffolk County Department of Civil Service established a certified List of Eligibles, list # 11-7462-412, on August 19, 2011 for the position of Wastewater Treatment Plant Operator II, and Robert Smith was and is immediately reachable on that list; and

WHEREAS, Civil Service regulations require that a permanent appointment of a provisional employee be made within sixty days of the date a Certified List of Eligibles is first established.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Civil Service regulations, this Town Board hereby removes the provisional status of Robert Smith and ratifies his appointment to the title of Wastewater Treatment Plant Operator II effective for August 19, 2011 at no change to his current salary or other level of benefits.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12
120148

ADOPTED

TOWN OF RIVERHEAD

Resolution # 148

AWARDS BID FOR HEATING FUEL

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for HEATING FUEL for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:00 am on FEBRUARY 13, 2012 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for HEATING FUEL be and hereby is, awarded to BURT'S RELIABLE INC. for PLUS 14.5 cents per gallon over Northville tank car reseller price;

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 # 149

ADOPTS DISCIPLINARY DECISION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Board of the Town of Riverhead hereby accepts in its entirety the opinion and recommendations of the Hearing Officer in the Civil Service Law Section 75 disciplinary hearing; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the suspension without pay of the employee for a period of 30 days effective February 23, 2012.

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

RESOLVED, 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

02.22.12
120150

ADOPTED

TOWN OF RIVERHEAD

Resolution # 150

RESCINDS RESOLUTION #439 OF 2011

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Board of the Town of Riverhead rescinds Resolution #439 of 2011 with regard to the appointment of Valerie Marvin, Esq. as the hearing officer with respect to a Section 75 Hearing involving four town employees; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead hereby rescinds Resolution #439 of 2011 with regard to the suspension (including without pay for up to 30 days) of these employees.

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

RESOLVED, 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

02.22.12
120151

ADOPTED

TOWN OF RIVERHEAD

Resolution # 151

**APPROVES EXTENSION OF SECURITY POSTED BY MASTRO REALTY IN
CONNECTION WITH THE SUBDIVISION ENTITLED
“MAP OF MASTRO REALTY”
(Road and Drainage Improvements)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board, by Resolution #1140 adopted on December 16, 2008, did accept Service Insurance Company, Inc. Site Improvement Performance Bond #2634N in the amount of Eight Hundred and Eighty and 00/100 (\$880,000.00) Dollars representing road and drainage improvements to be completed within the subdivision entitled, “Map of Mastro Realty”; and

WHEREAS, the Riverhead Town Board, by Resolution #98 adopted on February 2, 2010, did approve the reduction of the aforementioned performance bond to the amount of \$293,333.33; and

WHEREAS, by letter dated January 27, 2012 from Peter S. Danowski, Jr., Esq., attorney for Mastro Realty, it has been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that in accordance with Planning Board Resolution #2012-0012 dated February 2, 2012, it is recommended that an extension be granted in connection with the performance security associated with this subdivision; and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to December 7, 2013; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, NY, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12
120152

ADOPTED

TOWN OF RIVERHEAD

Resolution # 152

APPROVES EXTENSION OF SECURITY POSTED BY CAMPO BROTHERS IN CONNECTION WITH THE SUBDIVISION ENTITLED "CEDAR COVE" (ROAD AND DRAINAGE IMPROVEMENTS)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board, by Resolution #1145 adopted on December 15, 2009, did accept Bank of Smithtown Irrevocable Letter of Credit #100434 in the amount of \$202,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Cedar Cove"; and

WHEREAS, by letter dated January 24, 2012 from Michael R. Strauss, Esq., attorney for Campo Brothers, it has been requested that an extension be granted for the performance security representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #2012- 0013 dated February 2, 2012, it is recommended that the performance security be extended for an additional two-year period; and

WHEREAS, Water Key Money in the amount of \$17,500.00 and Park and Recreation Fees in the amount of \$21,000.00 have been paid in connection with this subdivision.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to June 1, 2012; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, NY 11777; 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

02.22.12
120153

ADOPTED

TOWN OF RIVERHEAD

Resolution # 153

**APPROVES EXTENSION OF SECURITY POSTED BY CTR DEVELOPMENT LLC IN
CONNECTION WITH THE SUBDIVISION
ENTITLED "DEMCHUK ESTATES"
(ROAD AND DRAINAGE IMPROVEMENTS)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board, by Resolution #485 adopted on May 16, 2007, did accept an Irrevocable Letter of Credit in the amount of \$515,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Demchuk Estates"; and

WHEREAS, by letter dated December 28, 2011 from Michael R. Strauss, Esq., attorney for CTR Development LLC, it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #2012-0010 dated January 19, 2012, it is recommended that the performance security be extended for an additional two-year period to January 4, 2013; and

WHEREAS, Water Key Money in the amount of \$25,000.00 and Park and Recreation Fees in the amount of \$45,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to January 4, 2013; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, NY 11777; 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 # 154

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUFFOLK ONLINE ADVERTISING

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead requires professional services to provide various web mail and spam related services to the Town; web hosting and for code adjustments and in-house technical support and services regarding Recreation Department shop site and domain name;

WHEREAS, Suffolk Online Advertising has been providing all of the aforementioned services to the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with Suffolk Online Advertising for a total sum not to exceed \$8,300.00, which Agreement shall be in substantially the same form annexed hereto; and be it further

RESOLVED, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Suffolk Online Advertising, 43 Warwick Row, Riverhead, New York 1190; 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

PROFESSIONAL SERVICES AGREEMENT

This agreement made this _____ day of March 2012 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and SUFFOLK ONLINE ADVERTISING, with its principal place of business at 43 Warwick Row, Riverhead, New York 11901 (hereinafter referred to as the "CONSULTANT").

W I T N E S S E T H

Whereas, the Town is in need of assistance on occasion with the following professional services: (a) e mail spam services; (b) commercial web hosting; (c) town code adjustments and in-House technical support; and (d) virus scan in connection with the Town of Riverhead website and webmail, and

Whereas, Consultant is, by skill training and expertise, qualified to render such services, and

Now, therefore, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request consulting services as needed.

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant as follows:

1. \$2,400.00 annually for web mail, spam services and virus scan together with \$35.00 annually for reimbursement of domain name registration or re-registration annually. This fee includes monthly hosting of up to 250 e-mail accounts.

2. Enhanced e-mail spam and anti-virus filtering for 250 e-mail accounts at the flat rate of \$1,200.00 annually which includes Black and White listing. Collected spam will be auto-deleted after 10 days.

3. Commercial Web Hosting at the flat rate of \$465.00 annually.

4. Code Adjustments and In-House technical support at the flat rate of \$600.00 annually.

5. Recreation Department shop site annual cost of \$3,700.00 and domain registration recreation.com annual cost of \$35.00.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

January 15, 2012 - January 15, 2013 unless otherwise terminated pursuant to the provisions herein. The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town

5. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

7. PERFORMANCE OF PROFESSIONAL SERVICES

Consultant will perform its service hereunder in a timely manner. Consultant shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town

documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. Consultant shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

SUFFOLK ONLINE ADVERTISING

By: _____
Sean M. Walter, Supervisor

By: _____
Barry Karlin

TOWN OF RIVERHEAD

Resolution # 155

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WFT DATA SERVICES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead requires professional services to provide custom software programming and support to the Town; and

WHEREAS, WFT Data Services has been providing all of the aforementioned services to the Town of Riverhead since 1993 and has not increased the consulting fee for five (5) years; and

WHEREAS, WFT Data Services has informed the Town that effective March 1, 2012, the fee for custom software programming and support to the Town will increased to One hundred dollars (\$100.00) per hour; and

WHEREAS, the IT Department has recommended that the amended rate for consulting services proposed by WFT Data Services be approved.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby approves the amended rate schedule of One hundred dollars (\$100.00) per hour and authorizes the Supervisor to execute a Professional Services Agreement with WFT Data Services for software consulting services in substantially the same form annexed hereto; and be it further

RESOLVED, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to WFT Data Services, P.O. Box 311, East Moriches, New York 11940; 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

PROFESSIONAL SERVICES AGREEMENT

This agreement made this _____ day of March 2012 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and WFT DATA SERVICES, having an address of P.O. Box 311, East Moriches, New York 11940 (hereinafter referred to as the CONSULTANT").

W I T N E S S E T H

Whereas, since 1993 the consultant has provided custom software programming and support to the Town; and

Whereas, by resolution 302, adopted on April 4, 2007, the Town Board amended the agreement with the consultant to approve payment at the rate of ninety dollars (\$90.00) per hour; and

Whereas, the consultant has submitted a proposal to amend the rate to one hundred dollars (\$100.00) per hour; and

Whereas, the IT Department has recommended that the Town approve the amended rate of One hundred dollars (\$100.00)per hour; and

Whereas, Consultant is, by skill training and expertise, qualified to render such services, and

Now, therefore, the parties hereto mutually agree as follows:

1. SERVICES

That Consultant shall provide, at the Town's request custom software programming and support ("consulting services")as needed.

2. COMPENSATION

In consideration for these consulting services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant Payment in the sum of one hundred and ten dollars (\$110.00) per hour.

3. PAYMENTS

Consultant shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable to Consultant within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to Consultant unless the schedule is extended for reasons beyond the control of Consultant, including extra agency review or other unanticipated events.

4. TERM OF AGREEMENT

March 1, 2012 - February 28, 2013 unless otherwise terminated pursuant to the provisions herein. The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town

5. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the sole opinion of the Town for work done by it.

6. MODIFICATIONS TO AGREEMENT

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

7. PERFORMANCE OF PROFESSIONAL SERVICES

Consultant will perform its service hereunder in a timely manner. Consultant shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

Consultant shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to Consultant by the Town.

Consultant shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by Consultant of probable costs and detailed cost projections represent consultant's judgment with respect thereto. It is recognized, however, that Consultant has no control over actual site conditions or the cost of materials or equipment. However, Consultant will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that Consultant's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified herein and any modifications made thereto.

8. CONFIDENTIALITY - HOLD SAFE & HARMLESS

Consultant understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. Consultant agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. Consultant agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. Consultant shall immediately notify the Town in writing should its employees or agents become aware that

copying, use, distribution or other unauthorized exposure of Town documents has occurred.

9. CONTROLLING LAW

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

WFT DATA SERVICES

By:

Sean M. Walter, Supervisor

By:

William F. Todoro

02.22.12
120156

ADOPTED

TOWN OF RIVERHEAD

Resolution # 156

**AUTHORIZES THE RETENTION OF THE LAW FIRM OF
CAMPOLO, MIDDLETON & McCORMICK, LLP
REGARDING CLAIM OF BOBBY RIDDICK**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Office of the Town Attorney, has requested that the Town Board, authorize the retention of Campolo, Middleton & McCormick, LLP to institute, defend or appear in claim made by Bobby Riddick against the Town of Riverhead and Town of Riverhead Police Department under Town of Riverhead Claim # 1 Of 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby authorizes the retention of Campolo, Middleton & McCormick, LLP, nunc pro tunc, to institute, defend or appear in that claim made by Bobby Riddick against the Town of Riverhead and Town of Riverhead Police Department under Town of Riverhead Claim # 1 of 2012 as in its judgment may be necessary for the benefit or protection of the town in any of its rights of property; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute the Retainer Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Campolo, Middleton & McCormick, LLP; 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

CAMPOLO, MIDDLETON & MCCORMICK, LLP
3340 VETERANS MEMORIAL HIGHWAY, SUITE 400
BOHEMIA, NY 11716
(631) 738-9100
FAX (631) 738-0659
www.cmmlp.com

February 2, 2012

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

Re: Litigation Retainer
Riddick v. Town of Riverhead
Claim No.: 1-2012

Dear Mr. Walter:

This is to confirm that The Town of Riverhead has retained Campolo, Middleton & McCormick, LLP, to represent it in connection with the defense of the above referenced action.

We charge an hourly fee for legal services at the rates set forth below.

You will be billed on a monthly basis and we will expect timely payment of our monthly bills. At present, the hourly rate we charge is \$300.00 per hour. As agreed, we are willing to reduce the hourly rate to:

Partner:	\$175.00 per hour
Associate:	\$175.00 per hour
Paralegal	\$100.00 per hour

Telephone calls are included in computing the time charges. Our bills will also include charges for costs and disbursements incurred on your behalf. Costs and disbursements include, but are not limited to, costs of filing papers, court fees, postage, calendar service, process service, court reporters, long distance phone calls, travel, on-line research, parking and photocopies normally made by us or requested by you. This does not cover any other litigation or any work to be conducted in any appellate court. Any other litigation work or work in an appellate court will be the subject of a separate retainer agreement.

This will also confirm that we have made no representation to you as to the total fees which may be incurred during the course of this representation. This firm does not render or give any tax advice, and any such advice should be obtained from an accountant or other tax advisor. If you wish us to cease activities on your behalf, please advise us in writing and we will promptly take the steps necessary to conclude our representation in a manner that is consistent with the Code of Professional Responsibility. Similarly, we reserve the right to terminate our representation at any time, but would do so only upon appropriate advance notice and under circumstances which are, once again, consistent with the Code of Professional Responsibility.

This will further confirm your understanding that, if a trial or hearing is to occur during the course of our representation, all outstanding legal fees and disbursements must be paid in full

before we will begin to prepare for or conduct a trial or hearing. If our fees and disbursements are not paid in full within 30 days of our billing or before the commencement of any trial or hearing, by countersigning this retainer you consent to any motion or request by Campolo, Middleton & McCormick, LLP, to be relieved as your attorney.

This will further confirm our advice to you to notify any insurance company providing coverage to The Town or your company of the claims that have been made against The Town. Any delay in notifying your insurance company of these claims may result in the refusal of the insurance company to defend or indemnify The Town against any damages resulting from claims.

This will further confirm our instruction to you that for the relevant periods relating to any matter we are representing you on, you must maintain and preserve all electronic files, other data generated by and/or stored on all computer systems and storage media (i.e. hard disks, floppy disks, backup tapes), or other electronic data. Such items include, but are not limited to, e-mail and other electronic communications, word processing documents, spreadsheets, data bases, calendars, telephone logs, contact manager information, internet usage files, offline storage or information stored on removable media, information contained on laptops or other portable devices and network access information.

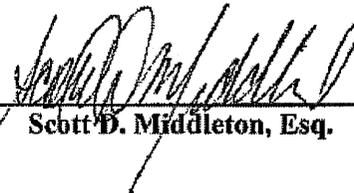
New York has established a Fee Dispute Resolution Program providing for the informal and expeditious resolution of fee disputes between attorneys and clients through arbitration and mediation. In accordance with the procedures for arbitration, arbitrators shall determine the reasonableness of fees for professional services, including costs, taking into account all relevant facts and circumstances. You have a right to seek arbitration of any fee disputes under Part 137 of the Rules of the Chief Administrator of the New York State Courts. Upon your request, we will provide you with a copy of the full text of Part 137 of the Rules of the Chief Administrator.

This letter constitutes our complete understanding of all matters set forth in this letter. If either party wishes to change the terms of this agreement, it must be done in writing and signed by both of us.

If the foregoing is acceptable, you should sign and return this original retainer letter. We look forward to working with you on this matter.

Sincerely,

**CAMPOLO, MIDDLETON
& MCCORMICK, LLP**

By: 
Scott D. Middleton, Esq.

SDM/kn

**February 2, 2012 Litigation Retainer
Riddick v. Town of Riverhead
Claim No: 1-2012**

I HAVE READ AND UNDERSTAND THIS LETTER,
HAVE RECEIVED A COPY OF THIS LETTER
AND ACCEPT ALL OF ITS TERMS:

The Town of Riverhead

Sean Walter, Supervisor

Date

TOWN OF RIVERHEAD

Resolution # 157

AWARDS BID FOR RECREATION SOFTWARE PROGRAM

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Recreation Software Program; and

WHEREAS, pursuant to the terms of the Request for Proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before January 27, 2012 at 11:05 a.m.; and

WHEREAS, the Town did receive one response to the Request for Proposals from a qualified vendor, to wit: R.C. Systems, Inc., 35807 Moravian Drive, Clinton Township, MI 48035; and

WHEREAS, the Town reviewed the bid for a Recreation Software Program and, after serious consideration, the Town Board has determined that it is in the best interests of the Town of Riverhead to award the bid to R.C. Systems, Inc. for Recreation Software Program.

NOW THEREFORE BE IT RESOLVED, that the Town Board awards R.C. Systems, Inc. the bid for a Recreation Software Program; and be it further

RESOLVED, that the Supervisor is authorized to execute an agreement with R.C. Systems, Inc. in substantially the same form as annexed hereto and subject to review and recommendation for signature approval by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to R.C. Systems, Inc., 35807 Moravian Drive, Clinton Township, MI 48035; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 1st day of March, 2012, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and R.C. SYSTEMS, INC., with a principal place of business at 35807 Moravian Drive, Clinton Township, MI 48035 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

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

2. TERM OF AGREEMENT

The Agreement shall commence on March 1, 2012, and terminate on February 28, 2015.

3. PAYMENT

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

4. RIGHTS TO DOCUMENTS OR DATA

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

Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to

Consultant if mailed by certified mail, postage prepaid to Dale Geiger, R.C. Systems, Inc., 35807 Moravian Drive, Clinton Township, MI 48035.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

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

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

By: Dale R. Geiger, Vice-President
R.C. SYSTEMS, INC.

DATE:

DATE:



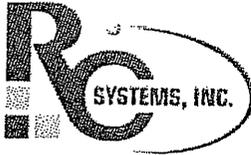
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



**ReCPro™ Parks & Recreation Management
Software and Services**

End User Licensing Agreement



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

End User Licensing Agreement

R.C. Systems, Inc. (RCS) develops and distributes recreation software programs and related materials (hereinafter "programs"); End user ("you") desires to obtain the benefits or programs and by opening this package agrees to abide by the terms of this license. Therefore, subject to the following terms and conditions, RCS grants you a nonexclusive license to use the enclosed recreation software programs and related materials only as indicated below.

1. **Scope of Work:** RCS shall provide the ReCPro™ software and perform the consulting services, including installation assistance, training, support and maintenance. The ReCPro™ software shall be configured as presented to you during the demo process (and as described in Exhibit A). The ReCPro™ software will not be customized to fit your needs exactly, but we do accept recommendations from all customers on desired functionality. If necessary, RCS will also perform Data Migration so you won't have to lose any of your history. RCS will submit a proposal for the cost of Data Migration so you can determine if you want us to import the data or if you would like to reenter manually.
2. **Licensed Users:** The ReCPro™ recreation software and documentation are licensed to you for concurrent use within your business or profession. You may transfer the programs and license to another party provided the other party expressly agrees to all terms and conditions of this agreement prior to the transfer and provided you retain no copies (in any form) of the programs or documentation. Any attempt to assign or transfer this license, except as expressly provided herein, is null and void. RCS has no responsibilities to the new user regarding training, support, maintenance and/or any advice unless RCS and the new user enter into a support agreement.
3. **Prohibited Acts:** This license permits only the above listed uses. All other uses are prohibited, except as expressly provided above you may not use, copy or transfer these programs. Specifically, **YOU MAY NOT:**
 - Make copies of the programs, reports or documentation.
 - Modify the programs in any manner without the assistance of R.C. Systems, Inc.
 - Transmit the programs by electronic means (via email).
 - Un-assemble or convert object code to source code in any form.
 - Disclose the internal workings of the programs.
4. **Term:** This license is effective from the day ReCPro™ is installed on your computer system until terminated. You may terminate this license by destroying all copies of the programs (in whatever form or medium) including all portions merged with other programs. This license automatically terminates if you fail to comply with any of the terms and conditions of this agreement. You should notify RCS in writing, if you stop using the program. The term is not contingent upon the presence of an active support contract. However, RCS will not be required to offer any support or updates until all arrears from missed support contract payments have been satisfied.
5. **Software:** As demonstrated to you, ReCPro™ software includes all programs and reports necessary to manage family, course, facility, league, membership, inventory and financial data. In addition to the standard ReCPro™ software which handles Activity Registrations, we offer options for Online Registration, Facility Reservations & Rentals, League Scheduling & Team Building, Point of Sale, Day Camps and Memberships. Please read the Purchase Agreement to identify the options you are purchasing.
6. **Installation and Implementation:** Installation shall be coordinated with the schedules of your Purchasing and Information Services Departments. This project shall commence immediately following contract signature and payment and shall follow this proposed schedule:
 - Phase 1 – RCS shall assist with Installing SQL Server 2008 on your server and also assist with Installing ReCPro™ Software on all necessary PC's. The installation process on the server will take no longer than 1 hour and the installation on each PC won't take longer than 15 minutes per PC as long as each PC is equipped with Windows XP Professional (SP3) or Windows Vista (SP2) or Windows 7 and Microsoft .Net 4.0. Installation can be scheduled within 5 business days of receiving the signed contracts and payment as described in the Purchase Agreement and Support Contract.
 - Phase 2 (Optional) – If you have chosen to use the Web Module, our web designer and internet specialist will need to discuss the design and implementation of online registration. During these discussions, we will find out if you have any special needs or requests in regards to your website. Credit Card Processing will also be implemented at this time (if not prior).



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

7. **Training:** RCS will provide all necessary training for ReCPro™. Depending on your desire we can either "Train the Trainer" meaning we will train the power users so they can train the rest of the staff or we can train the entire staff. All training will be provided Online using GoTo Meeting unless 'Onsite' training was agreed to along with the extra expense. Scheduling of training times will be determined by mutual convenience of our training staff and your department.
8. **Customizations:** RCS does not provide customization of ReCPro™ for any individual customers. We welcome recommendations on how to make ReCPro™ work better and more efficiently as we are continually improving the product for all users.
9. **End User Responsibility:** It is the end user's responsibility to provide all required hardware and hardware components, wiring, and connectivity in a manner that is compatible to the needs of ReCPro™. It is also a requirement to allow RCS remote access to your PC's so that we may remotely support ReCPro™. We currently use "GoTo Meeting" which allows us to communicate with specific PC's on your network.
10. **Termination:** RCS may terminate this contract for non-payment of funds by providing ninety days written notice of non-payment. During such ninety days, you shall be entitled to cure by providing RCS with either payment in full or with a written explanation of why such funds are not due. In the event of cure, RCS may not terminate its obligations under this contract. You may terminate this contract after all accepted services have been paid in full by giving ninety days written notice to RCS.
11. **System Cost:** The amount you will pay RCS will depend on the number of concurrent users and which "optional" modules you will need. Your specific cost will be detailed for you in the "Purchase Agreement" and "Support Contract".
12. **Support Contract:** RCS shall provide ongoing support and maintenance service for the ReCPro™ system so long as you are current with your Annual Support Contract. Payments for the Annual Support Contract need to be made prior to the existing contract expiring. RCS will submit a bill to your department 45 days prior to the existing contract expiring.

The Support Contract will cover:

- Phone, email and remote support to answer any questions in regards to ReCPro™. RCS will not provide support for any other software or hardware that you are using. Phone support is NOT to be used for training. If it becomes evident that your staff needs more training, we will recommend a training session with our training staff.
- Downloadable patches that will correct "bugs" that are identified by your staff or by our other customers.
- Data Maintenance to fix any corrupted data files because of power outages, system defects or user error.
- Travel expenses if on-site support is required because of an issue that can't be resolved remotely (based on mutual agreement between R.C. Systems, Inc. and your IT Department).
- ReCPro™ software upgrades throughout the year as new updates are released.

The Support Contract will not cover:

- Costs related to Training.
- Costs related to Custom Changes or the Consulting Time to discuss possible custom changes.
- Costs related to Travel if you refuse RCS remote support and on-site support is demanded by you even if the support issue could be resolved remotely.
- Support for any other software or for any hardware. We only support the "ReCPro™" software product. If you need assistance with other types of software, you will need to contact their support departments. If you need assistance with hardware, we have a separate hardware support system we could recommend.

Support will be provided during normal business hours (7:00am – 6:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

13. **Payments:** 3 Year Payment Plan as described below. These payments include 1/3rd of the software cost (\$6,500.00) plus the full year annual support and maintenance cost (\$4,500.00).

- Year 1 Payment - \$11,000.00
- Year 2 Payment - \$11,000.00
- Year 3 Payment - \$11,000.00

Payments for any other service after the initial system is installed for additional modules, training, etc. must be made Net 30 after date invoiced. Failure to pay invoices in 30 days will result in RCS putting your company on C.O.D. terms for any future billings.

14. **Bug Corrections:** Bug correction patches are covered under the Support Contract and will apply to both bugs that you find as well as bugs that other customers find. As bugs are corrected, there will be downloadable patches on our website.

15. **Software Updates:** ReCPro™ is under constant improvement as our research and development team and our customers come up with new ideas. You will be alerted when a new download is available with a list of new options that are included. You will have access to these downloads as long as you are current with your Annual Support Contract. In the event you had RCS customize the ReCPro™ system, there may be some additional cost with certain updates.

16. **Source Code:** In the event that R.C. Systems, Inc. goes out of business or discontinues development & support of ReCPro™, you will be given a CD containing all of the source code for the ReCPro™ system and any supporting documentation. Under no other circumstance will you be given a copy of the source code. Discontinued Support does not refer to our refusal to support clients not entered into an active contract.

~~17. **Governing Laws:** This agreement will be governed by the applicable laws of the State of Michigan and the laws of the United States of America.~~ (DPM)

18. **Covenant to Safeguard Programs and Documentation:** You agree to use your best efforts and good faith to protect these programs and documentation from unauthorized use, reproduction or disclosure.

19. **Limited Warranty:** RCS warrants, for a period of ninety (90) days from the date of purchase as evident by a copy of your signed Purchase Agreement, the disk(s) (on which the ReCPro™ system is provided) to be free from defects in materials and workmanship under normal use. If the disk(s) is/are found to be defective, RCS will replace the disk(s) at no charge to you provided the disk(s) has/have not been damaged through misuse or tampering. For replacement, send defective disk(s) to:

R.C. Systems, Inc.
35807 Moravian Drive
Clinton Township, MI 48035

RCS warrants that the disk(s) will contain the ReCPro™ software as demonstrated to you and listed in Exhibit A with only the options that you purchased. RCS does not warrant that the programs will meet your exact requirements, nor that the operation of the programs will be without errors or interruptions, nor that the documentation is correct. As stated above, if the programs do not meet your exact requirements, we can provide custom changes to make the programs fit your exact requirements. Also stated above, errors will be corrected under the terms of the support contract. RCS assumes no responsibility for errors or discrepancies found or problems that you encounter as a result of improper input of data.

20. **Limitation of Remedies:** Your sole remedy and RCS entire liability shall be limited to the sum of all amounts paid to RCS in the event you incur financial losses that have arisen from events attributable to a defect within ReCPro™ that has been detected within the warranty period of ninety (90) days from the date of purchase as evident by a copy of your signed Purchase Agreement.

IN NO EVENT SHALL R.C. SYSTEMS, INC. BE LIABLE FOR ANY AMOUNT THAT EXCEEDS THE SUM OF ALL AMOUNTS PAID TO R.C. SYSTEMS, INC. FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PROGRAMS REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY. BEFORE USING, THE USER (YOU) SHALL DETERMINE THE SUITABILITY OF THE PROGRAMS FOR INTENDED USE. USER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. THE FOREGOING LIMITATIONS OF REMEDIES AND LIABILITIES MAY NOT BE ALTERED UNLESS IN WRITING SIGNED BY THE OWNER OF R.C. SYSTEMS, INC.



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

- ~~21. **Attorney Fees:** In the event either party brings a lawsuit to enforce the terms of this contract, or arising from breach of contract, the prevailing party shall be entitled to its costs and reasonable attorney's fees for bringing or defending the action.~~ (ppm)
22. **Nondisclosure of Data:** Data provided by you either before or after contract award shall only be used for its intended purpose. RCS, RCS Employees and RCS Sub-Contractors shall not utilize nor distribute your data in any form without the express written approval of you.
23. **Entire Agreement:** You agree that this agreement represents the entire understanding between RCS and yourself and supersedes all proposals or prior agreements, verbal or written and any other communications between the parties relating to the subject matter of this agreement.

If you have any questions concerning this agreement, please contact R.C. Systems, Inc. in writing:

R.C. Systems, Inc.
35807 Moravian Drive
Clinton Township, MI 48035



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



**ReCPro™ Parks & Recreation Management
Software and Services**

Purchase Agreement



35807 Moravian Drive
 Clinton Twp., MI 48035
 Ph: (586) 469-4200
 Fx: (586) 469-4867
 www.recprosoftware.com

Providing Business Solutions Since 1985!

Purchase Agreement

ReCPro™ includes software programs and reports as shown to you in the presentation and as described in Exhibit A of the End User License Agreement, ALL SALES ARE FINAL. No free help will be given unless the purchaser has entered into a software support contract with R.C. Systems, Inc.

I have read and agree to the terms stated above and in the *End User License Agreement*. All sales are final.

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Purchaser Signature _____ Date _____

Purchaser Name _____ Title _____

R.C. Systems, Inc. Signature Dale R. Geiger Date 02/02/2012

R.C. Systems, Inc. Printed Name Dale R. Geiger Title Vice-President

The company name listed above will be the name in which ReCPro™ is registered. Please complete all information on this form and the support contract form and sign and date both forms.

ReCPro™ Software & Training

ReCPro™ Software – 15 User Licenses with features consisting of Base Package, Activity Registration, Online Registration, Facility Reservation, Memberships, League Scheduling, Boat Dock Rentals & Payment Processing. 30 Hours of Professional Online Training. (Per Agreement, the training fee has been waived).

3 Year Contract	Software License	Annual Support	Online Training	Grand Total
Year 1 Payment	\$6,500.00	\$4,500.00	Fee Waived	\$11,000.00
Year 2 Payment	\$6,500.00	\$4,500.00		\$11,000.00
Year 3 Payment	\$6,500.00	\$4,500.00		\$11,000.00
3 Year Total Cost				\$33,000.00



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



ReCPro™ Parks & Recreation Management
Software and Services

Support Contract



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract

The Support Contract will cover:

- Phone, email and remote support to answer any questions in regards to ReCPro™. RCS will not provide support for any other software or hardware that you are using. Phone support is NOT to be used for training. If it becomes evident that your staff needs more training, we will recommend a training session with our training staff.
- Downloadable patches that will correct "bugs" that are identified by your staff or by our other customers.
- Data Maintenance to fix any corrupted data files because of power outages, system defects or user error.
- Travel expenses if on-site support is required because of an issue that can't be resolved remotely (based on mutual agreement between R.C. Systems, Inc. and your IT Department).
- ReCPro™ software upgrades throughout the year as new updates are released.

The Support Contract will not cover:

- Costs related to Training.
- Costs related to Custom Changes or the Consulting Time to discuss possible custom changes.
- Costs related to Travel if you refuse RCS remote support and on-site support is demanded by you even if the support issue could be resolved remotely.
- Support for any other software or for any hardware. We only support the "ReCPro™" software product. If you need assistance with other types of software, you will need to contact their support departments. If you need assistance with hardware, we have a separate hardware support system we could recommend.

Support will be provided during normal business hours (7:00am – 6:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.

ReCPro™ Support Contract requires you to provide RCS access to your system via an internet connection. This will enable us to connect directly into your computer, to aid in answering any specific questions and other related services. Without this, we may have to bill you more for your annual support contract.

RCS shall provide ongoing support and maintenance service for the **ReCPro™** system so long as you are current with your Annual Support Contract premiums. Within forty-five (45) to sixty (60) days of the current contract expiring, RCS will submit an invoice to your department that will include the Annual Support amount for the next 12 month coverage period. Annual Support amounts are subject to a maximum of ten percent (10%) increase every three (3) years with the first increase coming in year four (4). Payments for the Annual Support Contract are expected to be made prior to the existing coverage period expiring. In the event the City does not want to renew Annual Support, the City MUST notify RCS in writing at least thirty (30) calendar days in advance of the City's intent not to renew the Annual Support.

~~Initial contract period will be from March 1, 2012 thru February 28, 2015. The contract will then automatically renew on March 1, 2015 and every March 1st thereafter on a yearly basis, unless the City notifies the Contractor in writing at least sixty (60) calendar days in advance, of the City's intent not to renew the contract.~~



35807 Moravian Drive
 Clinton Twp., MI 48035
 Ph: (586) 469-4200
 Fx: (586) 469-4867
 www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract

I have read and agree to the terms stated above.

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Signature _____ Date _____

Printed Name _____ Title _____

R.C. Systems, Inc. Dale R. Geiger
 Signature _____ Date 02/02/2012

R.C. Systems, Inc.
 Printed Name Dale R. Geiger Title Vice-President

Annual Support Amount

ReCPro™ Support & Maintenance – 15 User Licenses with features consisting of Base Package, Activity Registration, Online Registration, Facility Reservation, Memberships, League Scheduling, Boat Dock Rentals & Payment Processing.

Year	Software License	Annual Support	Grand Total
Year 1 Payment	\$6,500.00	\$4,500.00	\$11,000.00
Year 2 Payment	\$6,500.00	\$4,500.00	\$11,000.00
Year 3 Payment	\$6,500.00	\$4,500.00	\$11,000.00
Year 4 Payment and beyond		\$4,950.00	\$4,950.00

~~Initial contract period will be from March 1, 2012 thru February 28, 2015. The contract will then automatically renew on March 1, 2015 and every March 1st thereafter on a yearly basis, unless the City notifies the Contractor in writing at least sixty (60) calendar days in advance of the City's intent not to renew the contract.~~

Annual Support are subject to a maximum of ten percent (10%) increase every three (3) years with the first increase coming year four (4) as displayed in the above table. Year four (4) Support Fee increases to \$4,950.00.



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.reprosoftware.com

Providing Business Solutions Since 1985!



ReCPro™ Parks & Recreation Management
Software and Services

Exhibits



35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Exhibit A

ReCPro™ Software

ReCPro™ is a complete Recreation Management software that includes features / modules that efficiently helps Recreation Departments manage Families, Activity Registrations, Facility Reservations, League Scheduling, Memberships, Online Registration and Credit Card Processing.

- Families – ReCPro™ allows users to efficiently manage family data by organizing all family members into a shared 'household'. Family Information includes name, address, phone numbers, email address, notes, birth date, age, grade, gender and emergency contacts.
- Activity Registrations – ReCPro™ allows users to efficiently manage Enrollment Levels, Fees, Restrictions for Age, Grade & Gender, Rosters and Wait Lists. ReCPro™ captures all Revenue associated with each activity and allows for Refunds and Transfers and also allows the user to capture Expenses incurred by Instructor Salary or Materials Purchased for the Activity or Event for the purpose of producing a profit / loss statement. ReCPro™ comes equipped with reports for Rosters, Attendance Sheets, Customer Activity History, Demographic, Revenue, Expense and Profit / Loss. There are also 'Mass Email' and 'Mass Mail' features included. ReCPro™ also comes equipped with a Day Camp feature that allows user to enroll participants in seasonal day camps using a calendar feature.
- Facility Reservations – ReCPro™ allows users to efficiently manage Reservations for Recreation Activities along with Rentals by community members and prevents against double bookings. ReCPro™ allows users to setup typical rental fees for specific rooms, equipment and personnel. Calendars can be produced by Day, Week or Month and can be viewable on your website if desired. ReCPro™ comes equipped with reports for Calendars, Schedules, Demographic and Revenue. There are also 'Mass Email' and 'Mass Mail' features included.
- League Scheduling – ReCPro™ allows users to efficiently manage Players, Coaches, Teams, Games & Practices. ReCPro™ can automatically build team rosters and game and practice schedules. ReCPro™ comes equipped with reports for Coaches Rosters, Schedules, Demographic and Revenue. There are also 'Mass Email' and 'Mass Mail' features included.
- Point of Sale – ReCPro™ allows users to efficiently manage inventory, Purchase Orders and Vendors. ReCPro™ allows users to build their own Touch Screen menu for sales and also allows users to update the database with related UPC codes for scanning. The point of sale feature is intended for use in a concession stand environment. ReCPro™ comes equipped with reports for Inventory Value, Transactions, Reorder, Open Orders, Overdue Items and Merchandise Revenue.
- Memberships – ReCPro™ allows users to efficiently manage Memberships, Members and Visit Passes. ReCPro™ allows the user to define all membership types and plans and allows the user to design their own membership cards. ReCPro™ is flexible enough to offer Membership Cards or Key Tags. ReCPro™ allows you to track Member Activity through a 'check in' program that allows members to scan their id upon arrival to your facility. ReCPro™ comes equipped with reports for Member Activity, Expiring Memberships, Demographic and Revenue. There are also 'Mass Email' and 'Mass Mail' features included.
- Online Registration – ReCPro™ allows users to efficiently manage 'Online Registration'. ReCPro™ provides a complete Content Management Website with online registration that can replace an existing website that may already exist. By providing a Content Management system, ReCPro™ empowers you to creatively manage your website by changing content, uploading documents, images, etc. The ReCPro™ website communicates directly with your local SQL Database and all transactions are real time and any updates to activities automatically upload to the website.
- Credit Card Processing – ReCPro™ allows users process credit cards directly through the software via the internet. Process Sales & Refunds immediately. Payment Authorization verified in less than 3 seconds. All money is deposited into your bank account every night. Credit Card reports will allow your staff to balance all credit card transactions for the day.

TOWN OF RIVERHEAD

Resolution # 158

**ADOPTS A LOCAL LAW AMENDING CHAPTER 52 ENTITLED
"BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE
(New York State Uniform Fire Prevention and Building Code)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 52 entitled "Building Construction" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 7th day of February, 2012 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 52 "Building Construction", 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, the official newspaper, and to post same on the signboard at Town Hall; and be it further

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled, "Building Construction" of the Riverhead Town Code at its regular meeting held on February 22, 2012. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 52
Building Construction

§ 52-1. New York State Uniform Fire Prevention and Building Code, General Provisions, Definitions.

A. Uniform Code.

Those rules and regulations promulgated pursuant to Article 18 of the Executive Law of the State of New York, collectively known as the "New York State Uniform Fire Prevention and Building Code," are applicable to all buildings and construction in the Town of Riverhead; said rules and regulations are hereinafter referred to in this chapter as the "Uniform Code" or the Uniform Building Code.

B. Violations of the Uniform Code.

Any construction as defined herein resulting in a violation of the provisions of the Uniform Code, as promulgated pursuant to Article 18 of the Executive Law of the State of New York, shall be deemed a violation of this section and subject to any orders, requirements and penalties pursuant to New York State Executive Law Section 382 entitled Remedies.

C. Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings defined herein.

D. Interchangeability.

Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

E. Terms defined in other codes.

Where terms are not defined in this code and are defined in the "Uniform Code," such terms shall have the meanings ascribed to them.

F. Terms not defined.

Where terms are not defined through the methods authorized by this Chapter, this Code or by the Uniform Code, such terms shall have the ordinarily accepted meanings such as the context implies.

G. Definitions.

ADDITION. Any Construction which results in an extension or increase in floor area, number of stories, or height of a building or structure. For the purposes of this definition an addition shall also mean adding any component(s), device(s) or equipment to an existing electrical, plumbing or mechanical system within or upon any building, structure or premise.

ALTERATION. Any construction or renovation to an existing building or structure other than an "ordinary repair" or "addition" as defined herein. Alterations are further identified pursuant to the "Uniform Code" and classified as Level 1, Level 2 and Level 3. For the purposes of this definition an alteration shall also include altering the location or the addition of any electrical, plumbing or mechanical system component(s) or device(s) with regard to their existing location within or upon any building, structure or premise.

ALTERED. See Alteration.

ACCESSORY STRUCTURE, BUILDING. See chapter §108-3 of this code specifically, "ACCESSORY BUILDING, STRUCTURE OR USE.

APPROVED. Acceptable to the code enforcement official or other authority having jurisdiction.

BUILDING. Building shall mean a structure having a roof supported by walls that is used, or designed or intended to be used for human habitation or occupancy.

BUILDING INSPECTOR. An employee of the Town of Riverhead Building Department who currently holds the title and certification of a "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration" who is charged with the administration and enforcement of this chapter.

BUILDING DEPARTMENT ADMINISTRATOR. See "Building Inspector" as defined herein.

CHANGE OF OCCUPANCY. A change in the purpose or level of activity within a building, structure or premise that involves a change in application of the requirements the Uniform Code and or this code.

CODE. The Code of the Town of Riverhead.

CODE ENFORCEMENT OFFICIAL. The officer or other designated authority that currently holds the title and certification of a "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration", who is charged with the enforcement of this chapter.

CONSTRUCTION. To form by assembling or combining any materials, by building or erecting.

CONSTRUCTION TRAILER. A portable building designed to be transported after fabrication on its own wheels or on flatbed, used primarily as a temporary office for the purpose of monitoring construction at a construction site.

DEMOLITION. The act of removing "structural components" as defined in this chapter and or the removal of any electrical, plumbing or mechanical system within a building or structure by disassembling or tearing down.

DWELLING. Any building that contains one or two dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Dwelling units include, but are not limited to, one-family dwellings, each unit in a two-family dwelling, each unit in a multiple single-family dwelling (townhouse), and bed and breakfast dwellings.

ELECTRICAL INSPECTOR. An employee of the Town of Riverhead Building Department who currently holds the title of Electrical Inspector and certification of "New York State Code Enforcement Official" as designated by the "Department of State Division of Code Enforcement and Administration" who is charged with the administration and enforcement of this chapter.

ENLARGED. See Addition.

EXTENDED. See Addition.

ORDINARY REPAIR. The restoration to good or sound condition of an existing part of any building or structure for the purpose of its maintenance. For the purpose of this definition an ordinary repair shall not be deemed an alteration, addition, demolition, and new construction or cause the removal of any "structural component(s)" or result in a "change of occupancy" as further defined herein. For the purpose of this definition any ordinary repair performed without the benefit of a building permit and approval thereof shall comply with the uniform code and shall not cause any building or structure to become less conforming or less safe than it was prior to the repair.

OWNER . Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title or deed to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PREMISES. A lot, plot or parcel of land, easement or public way, including any buildings, structures thereon.

RENOVATION. See "Alteration".

REPLACEMENT SIDING. The process of removing existing siding or cladding. Replacement siding or cladding can also be the installation of new siding or cladding over existing siding or cladding. For the purpose of this definition replacement siding

shall not cause any building or structure to become less conforming or less safe than it was prior to the repair.

REROOFING. The process of recovering or replacing an existing roof covering. See "Roof recover."

RESIDENTIAL PREMISES. A residential premises shall be any parcel of real estate, used or intended for residential purposes, whether platted or un-platted in which a dwelling or dwelling unit is situated upon. For the purpose of this definition a residential premise shall not be a Motel, Hotel, Dormitory or Country Inn which are further defined in this code.

ROOF RECOVER. The process of installing an additional roof covering over a prepared existing roof covering without removing the existing roof covering.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.

SIDING. The covering of the outside walls of a building or structure with materials including but not limited to boards, shingles or vinyl and includes RECLADDING which is covering of the outside walls of a building or structure with materials including but not limited to masonry, glass, stone, concrete, metal, stucco and fiberglass products.

STRUCTURE. That which is built or constructed or a portion thereof.

STRUCTURAL COMPONENT. Component(s) or material(s) within a building or structure that carry vertical or lateral loads. i.e. live loads, dead loads, snow loads.

WALL, RETAINING. A wall not laterally supported at the top that resists lateral soil loads and other imposed loads.

WALLS. Walls shall be defined as follows:

Load-bearing wall is a wall supporting any vertical load in addition to its own weight.

Nonbearing wall is a wall which does not support vertical loads other than its own weight.

§ 52-6. Application for building permit.

~~A. No person, firm or corporation shall commence the erection, construction, enlargement, alteration, removal, improvements, demolition, conversion or change in the nature of the occupancy of any building or structure, or cause the same to be done, without first obtaining a building permit, separate and distinct from that required by the Zoning Ordinance, EN from the Building Inspector for each such building or structure, except that no building permit shall be required for the performance of ordinary repairs which are not structural in nature and which do not exceed \$3,000 in total value. An application for a building permit is not required where there is no change in the perimeter of an existing structure which is being repaired, improved or remodeled at a value not exceeding \$3,000 nor for such kinds, types and methods of repairs, improvements and alterations as the Town Board shall specify, from time to time, in regulations adopted by said Board, by resolution, applicable to this chapter. The Building Inspector may waive the requirement for a building permit only in reference to~~

~~those nonstructural ordinary repairs which exceed the sum of \$3,000. [Amended 12-6-1977; 1-13-1987]~~

A. No person, owner, firm, agent, contractor or corporation shall commence any work to be done which may cause an "Addition", "Renovation", "Demolition", "Alteration", "Roof Deck Replacement", new "Construction" or "Change of Occupancy" as defined herein of any building or structure upon any premise thereof without first obtaining a building or demolition permit separate and distinct from that required by Chapter §73 and §108 of this code entitled "Landmarks Preservation" and "Zoning", from the Building Inspector for each such building or structure where work or construction is being performed.

B. Unless there is a separate and distinct requirement in Chapter 73 and 108 of this code entitled "Landmarks Preservation", the following are exempted from the provisions of 52-6:

(1) Ordinary Repairs, Except that any work to an existing electrical system, device or part thereof must comply with §52-6 (M) entitled Electrical Permits of this chapter.

(2) "Reroofing".

(3) "Roof Recover".

(4) "Replacement Siding".

(5) "Retaining walls", less than 4 feet in height.

(6) "Construction trailers" provided that said trailers are removed upon completion of the work associated therewith or upon the expiration of the building permit whichever is the latter.

(7) Nothing herein is intended to conflict with the exemption from obtaining a building permit for "accessory buildings and structures" set forth in various sections of chapter §108 Entitled Zoning of this code.

C. The exemption from the requirement to obtain a building permit for work in any category set forth in Subsection B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code, or the Code of the Town of Riverhead.

~~B. D.~~ Application for a building permit shall be made to the Building Inspector on forms provided by him.

~~C. E.~~ Copies of plans and specifications and a plot plan in accordance with the requirements of the Zoning Ordinance No. 26,EN Town of Riverhead, shall accompany every application for a permit and shall be filed in triplicate.

~~D. F.~~ Plans shall be drawn to scale upon substantial paper or cloth, and the essential parts shall be drawn to a scale of not less than 1/8 inch to one foot. In addition, the following dimensions shall be included: [Amended 7-21-1998]

(1) Area of property, as expressed in square feet.

(2) Percent of building area.

(3) Area of proposed building or addition, as expressed in square feet.

(4) Height (from grade to ridge).

(5) Area of proposed decks, as expressed in square feet.

(6) Private garage, as expressed in square feet.

E. G. All plans and specifications shall be of sufficient clarity to indicate the nature and character of the work proposed and show that the code will be complied with throughout. Computations, strains sheets, stress diagrams and other data necessary to show the correctness of the plans shall accompany same when required by the Building Inspector.

F. H. Application shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

G. I. Plans and specifications shall bear the signature of the person responsible for the design and drawings and, where required by § 7302, as amended, of Article 147 of the Education Law of the State of New York, the seal of a licensed architect or a licensed professional engineer.

H. J. Amendments to the application or to the plans and specifications accompanying the same may be filed at any time prior to the completion of the work, subject to the approval of the Building Inspector.

I. K. The development of a lot within a residential or agricultural zoning use district shall conform to the following standards in the consideration of a building permit: [Added 1-17-1995]

(1) Stormwater runoff or natural drainage shall not be diverted so as to overload existing drainage systems, create flooding, cause erosion or cause the need for additional drainage facilities on other private or public real property.

(2) Adequate drainage facilities for stormwater runoff shall be provided.

(3) Proposed slope embankments along adjoining property lines and street frontages shall have a slope not greater than 33 1/3% unless adequate stabilization or a retaining wall is provided. All slopes shall be adequately stabilized with topsoil and seeding or other approved planting.

(4) Front and rear yards shall have a grade of not more than 5% for a distance of 25 feet, as measured in a horizontal plane from the structure. Side yards shall have a grade of not more than 10% for a distance of 10 feet, as measured in a horizontal plane from the structure. All finished grades within 10 feet of the structure shall pitch away from the structure at a grade rate of not less than 2%.

(5) The required driveway apron shall be a minimum of 1 1/2 feet below the elevation of the finished floor of the proposed structure.

(6) Notwithstanding the foregoing provisions of this section, the Building Department may waive or modify compliance with any of the foregoing minimum standards, subject to appropriate conditions which in the judgment of the Town Engineer are not warranted by special circumstances.

(7) No person, firm or corporation shall commence the installation, extension, modification or removal of any electrical system or parts thereof without first filing an electrical application with the Building Department. [Added 5-2-1995 by L.L. No. 3-1995]

J. L. The Building Department may approve, disapprove or approve with modification the application for a building permit based upon the standards provided for in this chapter. [Added 1-17-1995]

(1) In the event that the Building Department determines that the information required pursuant to § 52-6 of the Code of the Town of Riverhead is inadequate to ascertain whether or not the applicant can or will comply or has complied with this chapter, it may require the applicant to submit to the Building Department a topographical survey prepared by a registered land surveyor or registered professional engineer showing the following:

- (a) The existing topography at two-foot intervals.
- (b) The proposed regrading plan at two-foot intervals.
- (c) Test borings.
- (d) The proposed structure or other on-site improvements in sufficient detail to determine compliance with this chapter.
- (e) Elevations of the proposed structures.

(2) M. Electrical Permits.

An application for an electrical permit must be submitted and approved by the Electrical Inspector for the installation, extension, Alteration, modification, Addition, removal or demolition as defined in this chapter of any electrical systems or parts thereof, said application shall be made to the Electrical Inspector on forms provided by him. Such forms shall contain information as may reasonably be required by the Electrical Inspector to establish compliance with the applicable ordinances, and regulations and the Uniform Code. A fee schedule will be determined by resolution of the Town Board of the Town of Riverhead. Nothing herein shall be construed as prohibiting ordinary repairs as defined in this chapter of an electrical system or device by an owner of residential premises as defined in this chapter on his or her own property. [Added 5-2-1995 by L.L. No. 3-1995; amended 3-3-1998]

~~(3)~~ (1) Consistent with the provisions of Chapter 86, the Electrical Inspector shall interpret electrical permit applications for single-family dwelling units and/or their accessory structures which propose the installation of more than one electric meter as being in conflict with the provisions of the Town Code of the Town of Riverhead. Therefore, electrical permit applications proposing the installation of two or more electric meters for single-family dwelling units and/or their accessory structures shall be denied by the Building Department Administrator or his designee, unless the applicant can demonstrate that the location of the principal structure to the accessory structure is such that the electrical service requires two or more meters, and the applicant completes an affidavit attesting to single-family use in conformance with the applicable zoning district. Applicants may seek relief from the denial of such applications based upon this interpretation from the Zoning Board of Appeals. [Added 6-19-2007 by L.L. No. 18-2007; amended 6-17-2008 by L.L. No. 18-2008]

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

Dated: Riverhead, New York
February 22, 2012

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 159

APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, Alexander Floroff, Contractor, is willing to provide the following services to the Town:

Description of Services: Language Translation – Russian
Date(s) and Hours of Service: On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Alexander Floroff, 84 Plymouth Drive N., Glen Head, New York, 11545; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **ALEXANDER FLOROFF**, residing at 84 Plymouth Drive N., Glen Head, New York, 11545, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, the contractor is willing to provide the following services to the Town:

Description of Services: Language Translation – Russian
Date(s) and Hours of Services: On-call, Flexible

IT IS HEREBY AGREED, by the Town and Contractor as follows:

- 1. That Contractor shall provide and fully perform to the Town's satisfaction the aforementioned services to the Town on the date(s) and times(s) stated above.
- 2. In return for Contractor's services, the Town shall pay Contractor as follows: The sum of Fifty (\$50.00) Dollars for the first (1st) hour of service (two (2) hour minimum) and Thirty-Five (\$35.) Dollars for each hour, or part thereof, thereafter. That sum shall be payable after the Contractor performs the services described for the Town and after contractor has filed with the Town of Riverhead, vouchers and any other documents reasonably required for payment.

Dated: Riverhead, New York
February , 2012

TOWN OF RIVERHEAD

By: _____
SEAN M. WALTER
Town Supervisor

ALEXANDER FLOROFF

02.22.12
120160

ADOPTED

TOWN OF RIVERHEAD

Resolution # 160

GRANTS EXEMPTION TO PECONIC FARMS, LLC AS PROVIDED BY CHAPTER 62 OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Peconic Farms, LLC, is the owner of real property located at 1161 Peconic Bay Blvd., Jamesport, New York, further described as Suffolk County Tax Map Number, 600-94.-1-6; and

WHEREAS, the owner has petitioned the Town Board for an exempt excavation permit pursuant to Chapter 62 §62-5 (A)(2) of the Town Code of the Town of Riverhead to disturb soils with minimal removal related to clearing of trees and vegetation on the subject property as incidental to the preparation of soils necessary for the planting and harvesting of crops or other agricultural production as set for the in applicant's Letter of Intent dated September 19, 2011; and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned exempt excavation permit.

NOW THEREFORE BE IT RESOLVED, the Riverhead Town Board hereby authorizes the Building Department to issue an exempt excavation permit for land clearing; be it further

RESOLVED, that all other provisions of Chapter 62 are hereby waived pursuant to Chapter 62.5 A.(2); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Farms, LLC, PO Box 1434, Mattituck, New York 11952; 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

02.22.12
120161

ADOPTED

TOWN OF RIVERHEAD

Resolution # 161

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE EPCAL BALLFIELD PARKING LOT IMPROVEMENT PROJECT, PHASE I

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the EPCAL Ballfield Parking Lot Improvement Project, Phase I in the March 1, 2011 issue of the News Review newspaper; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the EPCAL Ballfield Parking Lot Improvement Project will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York will be publicly opened and read aloud at 11:00 am on March 19, 2011 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about March 6, 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, "EPCAL BALLPARK PARKING LOT IMPROVEMENT PROJECT, PHASE I" 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: February 22, 2012

TOWN OF RIVERHEAD

Resolution # 162

AMENDS RESOLUTION #810 DATED NOVEMBER 1, 2011
(ESTABLISHMENT OF AUDIT COMMITTEE)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #810 adopted by the Town Board on November 1, 2011, established an Audit Committee to independently oversee and ensure the adequacy of internal controls; confirm the reliability of accounting and reporting systems and the adequacy of information contained therein; assure compliance with established policies and procedures; appraise program performance in the conduct of financial, compliance and performance audits; and, report material findings with recommended corrective action; and

WHEREAS, Resolution #810 appointed Jack Orben, Supervisor Walter and Councilman Dunleavy as members of said Audit Committee; and

WHEREAS, it has been decided that Supervisor Walter and Councilman Dunleavy shall not serve on said Audit Committee; and

WHEREAS, Susan Bandiera and Stephen Patterson have expressed a desire to fill the vacancies created by the resignations of Supervisor Walter and Councilman Dunleavy.

NOW THEREFORE BE IT RESOLVED, that the establishment of the Audit Committee is hereby amended to consist of a minimum of three members, which shall contain three trusted community members possessing a financial or audit background; and be it further

RESOLVED, that the Town Board hereby appoints Jack Orben, Susan Bandiera and Stephen Patterson as members to the Audit Committee; and be it further

RESOLVED, that all other terms and conditions of Resolution #810 shall remain in full force and effect; 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 # 163

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the current collective bargaining agreement does not provide standby pay for the Fire Marshal's office; and

WHEREAS, due to a resignation in the Fire Marshal's office, the Town Board desires to provide standby due to the additional demands being placed upon that office due to said resignation; and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby ratifies the attached stipulation and authorizes the Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Personnel Director, CSEA Unit President, the Town Attorney's Office and the Financial Administrator; 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

STIPULATION

Made this day of March, 2012, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garet Place, Commack, New York (CSEA), and

NOW, THEREFORE, it is mutually agreed as follows:

1. That any duly appointed and qualified Fire Marshal may be designated to remain on standby beginning at 4:30 p.m. Friday and continuing until 8:30 a.m. on the following Monday. Fire Marshals so designated must be available by phone, beeper or pager and be able to respond to a fire, spill or other emergency when requested by an authority such as the Fire Chief, the Police Department, Suffolk County Arson and/or the Town Supervisor who requires the presence of a Fire Marshal within 15 minutes of notification to report. Fire Marshals so designated shall be eligible to receive standby pay at the rate of one hour of straight pay for each eight hour shift on which the Fire Marshal is ordered to remain on standby. If the Fire Marshal is recalled while on standby, then the Fire Marshal shall be entitled only to recall and not standby pay.
2. This stipulation shall not, in any way, constitute "past practice" for the Town/CSEA is and shall remain specific to this matter and may not be cited by the CSEA for any reason other than to enforce this Agreement.

Sean M. Walter, Supervisor

Matthew E. Hattorff, for CSEA

Sergio Diaz, Supervisor

TOWN OF RIVERHEAD

Resolution # 164

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, currently a vacancy exists regarding the position of full time Public Safety Dispatcher ("PSD") employed with the Police Department; and

WHEREAS, due to said vacancy the Police Chief has recommended hiring a 3rd part-time PSD until a full-time PSD can be hired; and

WHEREAS, the Town Board desires to follow the recommendation of the Chief and enter into a stipulation with the CSEA; and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby ratifies the attached stipulation and authorizes the Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Personnel Director, CSEA Unit President, the Chief of Police, the Town Attorney's Office and the Financial Administrator; 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

STIPULATION

Made this day of March, 2012, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having its principal office at 3 Garet Place, Commack, New York (CSEA), and

NOW, THEREFORE, it is mutually agreed as follows:

1. That a vacancy presently exists regarding the position of full-time Public Dispatcher ("PSD").
2. That in lieu of hiring a full-time PSD, a third part-time PSD may be hired and employed by the Town to work within the Police Department for a period of six (6) months from the date this Stipulation is fully executed.
3. That on or before six (6) months from date hereof, the Town will hire a full-time PSD.
4. This stipulation shall not, in any way, constitute "past practice" for the Town/CSEA is and shall remain specific to this matter and may not be cited by the CSEA for any reason other than to enforce this Agreement.

Sean M. Walter, Supervisor

Matthew E. Hattorff, for CSEA

Sergio Diaz, Supervisor

TOWN OF RIVERHEAD

Resolution # 165

AUTHORIZES ATTENDANCE AT THE 2012 NEW YORK STATE TOWN CLERKS ASSOCIATION ANNUAL STATE CONFERENCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the New York State Town Clerk's Association is conducting its annual conference from April 22nd thru April 25th, 2012 in Saratoga Springs, NY; and

WHEREAS, the Town Clerk has requested authorization to attend said conference; and

WHEREAS, the cost to attend said conference shall not exceed \$900.00 (expenses to include fees for registration, meals and hotel accommodations);

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is authorized to attend the New York State Town Clerk's annual conference in Saratoga Springs, NY; and

BE IT FURTHER RESOLVED, that expenses for the conference will be reimbursed upon proper submission of receipts

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 # 166

AWARDS BID FOR MAINTENANCE AND EMERGENCY SERVICES
CONTRACT C – CONTROL 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 Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District be awarded to Lexington Technologies.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract C-Control, for the Riverhead Water District, be and is hereby awarded to:

Lexington Technologies
Farmingdale, New York

and be it further

RESOLVED, that said bid is awarded to Lexington Technologies for a period of one-year on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk 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 Supervisor to execute a contract with Lexington Technologies for Maintenance and Emergency

Services, Contract C-Control, for the Riverhead Water District, and be it further

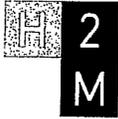
RESOLVED, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract C-Control, and be it further

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

February 7, 2012

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

**Re: Riverhead Water District
 Maintenance and Emergency Services
 Contract C - Control
 H2M Project No.: RDWD 11-01**

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Lexington Technologies of Farmingdale, New York. The total bid price for 2012 is \$40,755.00, for 2013 is \$40,755.00 and for 2014 is \$40,755.00. A copy of the *bid tabulation* is enclosed for your records.

Lexington Technologies has successfully completed similar work for various water utilities over the past few years. Lexington Technologies has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Lexington Technologies is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Lexington Technologies. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

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

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E. (S)
President - H2M Water

Enclosures:

cc: Town Board
 Richard Ehlers, Esq.
 Supt. Gary Pendzick
 William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award_cont c.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract C - Control Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				LEXINGTON TECHNOLOGIES Farmingdale, NY						WIRE TO WATER, INC. Farmingdale, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$245.00	\$2,450.00	\$245.00	\$2,450.00	\$245.00	\$2,450.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
2	Basic minimum emergency mobilization service charge	2	EA	\$245.00	\$490.00	\$245.00	\$490.00	\$245.00	\$490.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
3	Straight time hourly labor rate	64	HR	\$125.00	\$8,000.00	\$125.00	\$8,000.00	\$125.00	\$8,000.00	\$130.00	\$8,320.00	\$130.00	\$8,320.00	\$130.00	\$8,320.00
4	Overtime hourly labor rate weekdays	16	HR	\$160.00	\$2,560.00	\$160.00	\$2,560.00	\$160.00	\$2,560.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
5	Overtime hourly labor rate weekends	16	HR	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
6	Overtime hourly labor rate holidays	16	HR	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$140.00	\$2,240.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00	\$195.00	\$3,120.00
7	Equipment and materials	1	LS		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
8	Annual Preventative Maintenance per site (for 12 sites)	1	LS		\$2,775.00		\$2,775.00		\$2,775.00	*\$35,505.00	*\$31,560.00	*\$35,505.00	*\$31,560.00	*\$35,505.00	*\$31,560.00
9	Annual Preventative Maintenance District Office	1	LS		\$0.00		\$0.00		\$0.00		\$3,945.00		\$3,945.00		\$3,945.00
10	Performance Bond	1	LS		\$0.00		\$0.00		\$0.00		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)					\$40,755.00		\$40,755.00		\$40,755.00		**\$77,385.00		**\$77,385.00		**\$77,385.00

* Denotes inconsistent values between written prices on pages PB-4 & PB-5

** Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathematically correct based on the sum of the individual total prices

02.22.12
120167

ADOPTED

TOWN OF RIVERHEAD

Resolution # 167

AWARDS BID FOR MAINTENANCE AND EMERGENCY SERVICES
CONTRACT D – DISTRIBUTION
RIVERHEAD WATER DISTRICT

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 Maintenance and Emergency Services, Contract D-Distribution, for the Riverhead Water District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract D-Distribution, for the Riverhead Water District be awarded to Bancker Construction Corp.

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

Bancker Construction Corp.
Islandia, New York

and be it further

RESOLVED, that said bid is awarded to Bancker Construction Corp. for a period of one-year on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk 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 Supervisor to execute a contract with Bancker Construction Corp. for Maintenance and Emergency Services, Contract D-Distribution, for the Riverhead Water District, and be it further

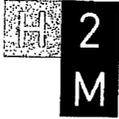
RESOLVED, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract D-Distribution, and be it further

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

February 7, 2012

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

Re: Riverhead Water District
Maintenance and Emergency Services
Contract D - Distribution
H2M Project No.: RDWD 11-01

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Bancker Construction Corp. of Islandia, New York. The total bid price for 2012 is \$171,238.84, for 2013 is \$177,510.16 and for 2014 is \$184,251.50. A copy of the *bid tabulation* is enclosed for your records.

Bancker Construction Corp. has successfully completed similar work for various water utilities over the past few years. Bancker Construction Corp. has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Bancker Construction Corp. is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Bancker Construction Corp. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

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

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E. (S)
President - H2M Water

Enclosures:

cc: Town Board
Richard Ehlers, Esq.
Supt. Gary Pendzick
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award_cont d.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract D - Distribution System Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				BANCKER CONSTRUCTION CORPORATION Islandia, NY						ROADWORK CONSTRUCTION CORPORATION Hampton Bays, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
8B	Lighting for night work	16	HR	\$25.00	\$400.00	\$25.00	\$400.00	\$25.00	\$400.00	\$20.00	\$320.00	\$20.00	\$320.00	\$20.00	\$320.00
9B	Mechanical valve exerciser	5	DAYS	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00
2C-a	Cut-in on existing 6 inch water main	1	EA	\$4,100.00	\$4,100.00	\$4,260.00	\$4,260.00	\$4,430.00	\$4,430.00	\$3,925.00	\$3,925.00	\$3,925.00	\$3,925.00	\$4,125.00	\$4,125.00
2C-b	Cut-in on existing 8 inch water main	1	EA	\$4,500.00	\$4,500.00	\$4,680.00	\$4,680.00	\$4,860.00	\$4,860.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00
3C	Saw cutting pavement	30	LF	\$12.00	\$360.00	\$12.50	\$375.00	\$13.00	\$390.00	\$3.00	\$90.00	\$3.00	\$90.00	\$3.00	\$90.00
4C-a	Removal and legal disposal of unsuitable excavated material	10	CY	\$20.00	\$200.00	\$21.00	\$210.00	\$22.00	\$220.00	\$16.00	\$160.00	\$16.00	\$160.00	\$16.00	\$160.00
5C-a	Furnish and deliver clean fill	10	CY	\$15.00	\$150.00	\$15.50	\$155.00	\$16.00	\$160.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
6C-a	Temporary paving (4 inches thick)	10	SY	\$15.00	\$150.00	\$15.75	\$157.50	\$16.25	\$162.50	\$22.00	\$220.00	\$24.00	\$240.00	\$26.00	\$260.00
7C-a	Repave Town roads - asphalt base & asphalt top	75	SY	\$135.00	\$10,125.00	\$140.00	\$10,500.00	\$145.00	\$10,875.00	\$125.00	\$9,375.00	\$130.00	\$9,750.00	\$135.00	\$10,125.00
8C-a	Repave Suffolk County roads - asphalt base, asphalt top	20	SY	\$135.00	\$2,700.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00	\$160.00	\$3,200.00	\$165.00	\$3,300.00	\$170.00	\$3,400.00
9C-a	Repave New York State roads - composite pavement	12	SY	\$550.00	\$6,600.00	\$575.00	\$6,900.00	\$600.00	\$7,200.00	\$375.00	\$4,500.00	\$385.00	\$4,620.00	\$395.00	\$4,740.00
9C-b	Repave New York State roads - asphalt base, asphalt top	12	SY	\$210.00	\$2,520.00	\$215.00	\$2,580.00	\$220.00	\$2,640.00	\$230.00	\$2,760.00	\$235.00	\$2,820.00	\$240.00	\$2,880.00
10C-a	Concrete sidewalks (Town or State)	20	SF	\$18.50	\$370.00	\$19.50	\$390.00	\$20.00	\$400.00	\$12.50	\$250.00	\$12.50	\$250.00	\$13.50	\$270.00
10C-b	Concrete driveway aprons with mesh	30	SF	\$19.00	\$570.00	\$20.00	\$600.00	\$21.00	\$630.00	\$14.50	\$435.00	\$14.50	\$435.00	\$15.50	\$465.00
10C-c	Concrete curb (Town)	40	LF	\$15.00	\$600.00	\$16.00	\$640.00	\$17.00	\$680.00	\$22.00	\$880.00	\$22.00	\$880.00	\$23.00	\$920.00
11	Performance Bond	1	LS		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00		\$1,250.00
SUBTOTAL (SUM OF TOTAL PRICES OF ITEMS 1B THROUGH 11)					\$45,939.00		\$47,625.80		\$49,189.50		\$54,685.00		\$55,562.00		\$56,929.00
TOTAL BID (SUM OF TOTAL PRICES FOR ALL ITEMS)					**\$171,238.84		**\$177,510.16		**\$184,251.50		\$205,461.00		\$213,144.40		\$221,559.40

* Denotes written subtotal used, but contains mathematical error

** Denotes total price based on the sum of the two written subtotals, whereas only the second subtotal was written on the proposal page PB-8 instead of the total price

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract D - Distribution System Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				BANCKER CONSTRUCTION CORPORATION Islandia, NY						ROADWORK CONSTRUCTION CORPORATION Hampton Bays, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1A	Basic minimum (non-emergency) mobilization charge	2	EA	\$400.00	\$800.00	\$425.00	\$850.00	\$450.00	\$900.00	\$600.00	\$1,200.00	\$625.00	\$1,250.00	\$650.00	\$1,300.00
2A	Basic minimum emergency mobilization charge	2	EA	\$650.00	\$1,300.00	\$675.00	\$1,350.00	\$695.00	\$1,390.00	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00
3A	Foreman - Straight time hourly labor rate	16	HR	\$97.51	\$1,560.16	\$101.41	\$1,622.56	\$105.47	\$1,687.52	\$100.00	\$1,600.00	\$105.00	\$1,680.00	\$110.00	\$1,760.00
4A	Foreman - Overtime hourly labor rate	8	HR	\$145.77	\$1,166.16	\$151.60	\$1,212.80	\$157.66	\$1,261.28	\$120.00	\$960.00	\$126.00	\$1,008.00	\$132.00	\$1,056.00
5A	Laborer - Straight time hourly labor rate	16	HR	\$86.61	\$1,385.76	\$90.07	\$1,441.12	\$93.67	\$1,498.72	\$95.00	\$1,520.00	\$100.75	\$1,612.00	\$106.80	\$1,708.80
6A	Laborer - Overtime hourly labor rate	8	HR	\$129.92	\$1,039.36	\$135.12	\$1,080.96	\$140.52	\$1,124.16	\$116.00	\$928.00	\$123.00	\$984.00	\$130.00	\$1,040.00
7A	Equipment Operator - Straight time hourly labor rate	16	HR	\$126.88	\$2,030.08	\$131.96	\$2,111.36	\$137.24	\$2,195.84	\$130.00	\$2,080.00	\$137.50	\$2,200.00	\$144.50	\$2,312.00
8A	Equipment Operator - Overtime hourly labor rate	8	HR	\$235.73	\$1,885.84	\$245.16	\$1,961.28	\$254.97	\$2,039.76	\$215.00	\$1,720.00	\$225.75	\$1,806.00	\$237.00	\$1,896.00
9A	Truck Driver - Straight time hourly labor rate	16	HR	\$107.05	\$1,712.80	\$111.33	\$1,781.28	\$115.78	\$1,852.48	\$108.00	\$1,728.00	\$113.50	\$1,816.00	\$119.50	\$1,912.00
10A	Truck Driver - Overtime hourly labor rate	8	HR	\$160.57	\$1,284.56	\$166.99	\$1,335.92	\$173.67	\$1,389.36	\$140.00	\$1,120.00	\$147.00	\$1,176.00	\$154.00	\$1,232.00
11A	Flag person - Straight time hourly labor rate	16	HR	\$86.61	\$1,385.76	\$90.07	\$1,441.12	\$93.67	\$1,498.72	\$90.00	\$1,440.00	\$95.40	\$1,526.40	\$100.00	\$1,600.00
12A	Flag person - Overtime hourly labor rate	8	HR	\$129.92	\$1,039.36	\$135.12	\$1,080.96	\$140.52	\$1,124.16	\$110.00	\$880.00	\$115.50	\$924.00	\$121.25	\$970.00
13A	Hydrant flushing	30	DAYS	\$1,670.00	\$50,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$2,000.00	\$60,000.00	\$2,080.00	\$62,400.00	\$2,163.20	\$64,896.00
14A	Hydrant painting	30	DAYS	\$1,670.00	\$50,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$1,840.00	\$55,200.00	\$1,932.00	\$57,960.00	\$2,028.60	\$60,858.00
15A	Hydrant repair, field	3	DAYS	\$1,670.00	\$5,010.00	\$1,730.00	\$5,190.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	\$2,080.00	\$6,240.00	\$2,163.20	\$6,489.60
16A	Hydrant repair, shop	5	EA	\$700.00	\$3,500.00	\$725.00	\$3,625.00	\$740.00	\$3,700.00	\$2,500.00	\$12,500.00	\$2,600.00	\$13,000.00	\$2,700.00	\$13,500.00
SUBTOTAL (SUM OF TOTAL PRICES OF ITEMS 1A THROUGH 16A)					\$125,299.84		\$129,884.36		\$135,062.00		\$150,776.00		\$157,582.40		\$164,630.40

1B	Utility truck & tools	16	HR	\$30.00	\$480.00	\$31.00	\$496.00	\$32.00	\$512.00	\$60.00	\$960.00	\$63.00	\$1,008.00	\$66.00	\$1,056.00
2B	Backhoe	16	HR	\$105.00	\$1,680.00	\$112.00	\$1,792.00	\$116.00	\$1,856.00	\$95.00	\$1,520.00	\$97.00	\$1,552.00	\$99.00	\$1,584.00
3B	Large cutting wheel / machine	16	HR	\$125.00	\$2,000.00	\$135.00	\$2,160.00	\$140.00	\$2,240.00	\$50.00	\$800.00	\$55.00	\$880.00	\$60.00	\$960.00
4B	Compressor	2	DAYS	\$225.00	\$450.00	\$235.00	\$470.00	\$245.00	\$490.00	\$50.00	\$100.00	\$55.00	\$110.00	\$60.00	\$120.00
5B	Dump truck	16	HR	\$85.50	\$1,368.00	\$89.00	\$1,424.00	\$93.00	\$1,488.00	\$95.00	\$1,520.00	\$97.00	\$1,552.00	\$99.00	\$1,584.00
6B	Traffic control arrow board	2	DAYS	\$175.00	\$350.00	\$185.00	\$370.00	\$195.00	\$390.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
7B	Continuous pumping of water in trench	16	HR	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$20.00	\$320.00	\$20.00	\$320.00	\$20.00	\$320.00

02.22.12
120168

ADOPTED

TOWN OF RIVERHEAD

Resolution # 168

AWARDS BID FOR MAINTENANCE AND EMERGENCY SERVICES
CONTRACT E – ELECTRICAL RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract E-Electrical, for the Riverhead Water District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract E-Electrical, for the Riverhead Water District be awarded to Hinck Electrical Contractor, Inc.

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

Hinck Electrical Contractor, Inc.
Bohemia, New York

and be it further

RESOLVED, that said bid is awarded to Hinck Electrical Contractor, Inc. for a period of one-year on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk 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 Supervisor to execute a contract with Hinck Electrical Contractor, Inc. for Maintenance and Emergency Services, Contract E-Electrical, for the Riverhead Water District, and be it further

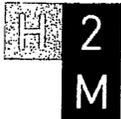
RESOLVED, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract E-Electrical, and be it further

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

February 7, 2012

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

Re: Riverhead Water District
Maintenance and Emergency Services
Contract E - Electrical
H2M Project No.: RDWD 11-01

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Three (3) contractors submitted bids, with the low bid being submitted by Hinck Electrical Contractor, Inc of Bohemia, New York. The total bid price for 2012 is \$67,294.00, for 2013 is \$72,568.00 and for 2014 is \$77,600.00. A copy of the *bid tabulation* is enclosed for your records.

Hinck Electrical Contractor has successfully completed similar work for various water utilities over the past few years. Hinck Electrical Contractor has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Hinck Electrical Contractor is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Hinck Electrical Contractor. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

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

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E. (SJ)
President - H2M Water

Enclosures:

cc: Town Board
Richard Ehlers, Esq.
Supt. Gary Pendzick
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award_cont e.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract E - Electrical Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				HINCK ELECTRICAL CONTRACTOR, INC. Bohemia, NY						ELDOR CONTRACTING CORPORATION Holtsville, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$260.00	\$2,600.00	\$265.00	\$2,650.00	\$265.00	\$2,650.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
2	Basic minimum emergency mobilization service charge	2	EA	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00
3	Straight time hourly labor rate (Journeyman)	64	HR	\$103.00	\$6,592.00	\$104.00	\$6,656.00	\$104.00	\$6,656.00	\$155.00	\$9,920.00	\$160.00	\$10,240.00	\$165.00	\$10,560.00
	Straight time hourly labor rate (Apprentice)	64	HR	\$103.00	\$6,592.00	\$104.00	\$6,656.00	\$104.00	\$6,656.00	\$93.00	\$5,952.00	\$96.00	\$6,144.00	\$99.00	\$6,336.00
4	Overtime hourly labor rate weekdays (Journeyman)	16	HR	\$145.00	\$2,320.00	\$146.00	\$2,336.00	\$147.00	\$2,352.00	\$175.00	\$2,800.00	\$180.00	\$2,880.00	\$185.00	\$2,960.00
	Overtime hourly labor rate weekdays (Apprentice)	16	HR	\$145.00	\$2,320.00	\$146.00	\$2,336.00	\$147.00	\$2,352.00	\$105.00	\$1,680.00	\$108.00	\$1,728.00	\$111.00	\$1,776.00
5	Overtime hourly labor rate weekends (Journeyman)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$175.00	\$2,800.00	\$180.00	\$2,880.00	\$185.00	\$2,960.00
	Overtime hourly labor rate weekends (Apprentice)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$105.00	\$1,680.00	\$108.00	\$1,728.00	\$111.00	\$1,776.00
6	Overtime hourly labor rate holidays (Journeyman)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$199.00	\$3,184.00	\$205.00	\$3,280.00	\$210.00	\$3,360.00
	Overtime hourly labor rate holidays (Apprentice)	16	HR	\$180.00	\$2,880.00	\$181.00	\$2,896.00	\$181.00	\$2,896.00	\$119.00	\$1,904.00	\$123.00	\$1,968.00	\$126.00	\$2,016.00
7	Equipment and materials	1	LS		\$25,000.00		\$30,000.00		\$35,000.00		\$25,000.00		\$30,000.00		\$35,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	*\$49,000.00	*\$25,000.00	*\$55,000.00	*\$27,000.00	*\$63,000.00	*\$29,000.00
9	Performance Bond	1	LS		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					\$67,294.00		\$72,568.00		\$77,600.00		**\$84,370.00		**\$92,298.00		**\$100,194.00

* Denotes inconsistent values between written prices on pages PB-4 & PB-5

** Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathematically correct based on the sum of the individual total prices

*** Denotes total price was incorrectly reported as the unit price

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract E - Electrical Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

BIDDER									
WIRE TO WATER, INC. Farmingdale, NY									
BB									
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$525.00	***\$525.00	\$525.00	***\$525.00	\$525.00	***\$525.00
2	Basic minimum emergency mobilization service charge	2	EA	\$600.00	***\$600.00	\$600.00	***\$600.00	\$600.00	***\$600.00
3	Straight time hourly labor rate (Journeyman)	64	HR	\$107.00	***\$107.00	\$112.00	***\$107.00	\$117.00	***\$107.00
	Straight time hourly labor rate (Apprentice)	64	HR	\$73.00	***\$73.00	\$78.00	***\$73.00	\$83.00	***\$73.00
4	Overtime hourly labor rate weekdays (Journeyman)	16	HR	\$160.50	***\$160.50	\$168.50	***\$160.50	\$178.50	***\$160.50
	Overtime hourly labor rate weekdays (Apprentice)	16	HR	\$109.50	***\$109.50	\$111.50	***\$109.50	\$121.50	***\$109.50
5	Overtime hourly labor rate weekends (Journeyman)	16	HR	\$214.00	***\$214.00	\$219.00	***\$214.00	\$234.00	***\$214.00
	Overtime hourly labor rate weekends (Apprentice)	16	HR	\$146.00	***\$146.00	\$151.00	***\$146.00	\$166.00	***\$146.00
6	Overtime hourly labor rate holidays (Journeyman)	16	HR	\$214.00	***\$214.00	\$219.00	***\$214.00	\$234.00	***\$214.00
	Overtime hourly labor rate holidays (Apprentice)	16	HR	\$146.00	***\$146.00	\$151.00	***\$146.00	\$166.00	***\$146.00
7	Equipment and materials	1	LS		\$25,000.00		\$30,000.00		\$35,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00	\$3,288.00
9	Performance Bond	1	LS		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					**\$114,706.00		**\$120,826.00		**\$127,746.00

* Denotes inconsistent values between written prices on pages PB-4 & PB-5

** Denotes total is what was written for the Bid Comparison Totals on Proposal page PB-5, but is not mathema

*** Denotes total price was incorrectly reported as the unit price

02.22.12
120169

ADOPTED

TOWN OF RIVERHEAD

Resolution # 169

AWARDS BID FOR MAINTENANCE AND EMERGENCY SERVICES
CONTRACT M – MECHANICAL RIVERHEAD WATER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract M-Mechanical, for the Riverhead Water District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated February 7, 2012 did recommend that the bid for Maintenance and Emergency Services, Contract M-Mechanical, for the Riverhead Water District be awarded to Atlantic Wells, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract M-Mechanical for the Riverhead Water District, be and is hereby awarded to:

Atlantic Wells, Inc.
Huntington Station, New York

and be it further

RESOLVED, that said bid is awarded to Atlantic Wells, Inc. for a period of one-year on a requirements basis for the unit prices listed in the attached bid tabulation of H2M Group. Work shall be authorized by purchase order and written notice to proceed by the Superintendent of the Riverhead Water District, and be it further

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

RESOLVED, that the Town Board be and does hereby authorize the Town Clerk 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 Supervisor

to execute a contract with Atlantic Wells, Inc. for Maintenance and Emergency Services, Contract M-Mechanical, for the Riverhead Water District, and be it further

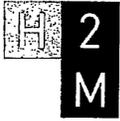
RESOLVED, that the Town Board be and does hereby authorize the Water District Superintendent to secure Town of Riverhead purchase orders from the Purchasing Department using the Maintenance and Emergency Services, Contract M-Mechanical, and be it further

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

February 7, 2012

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

Re: **Riverhead Water District
Maintenance and Emergency Services
Contract M - Mechanical
H2M Project No.: RDWD 11-01**

Dear Supervisor Walter:

On Thursday January 27, 2012, the Riverhead Water District opened bids for maintenance and emergency services for the above referenced project. Two (2) contractors submitted bids, with the low bid being submitted by Atlantic Wells, Inc. of Huntington Station, New York. The total bid price for 2012 is \$67,964.55, for 2013 is \$74,043.61 and for 2014 is \$80,122.67. A copy of the *bid tabulation* is enclosed for your records.

Atlantic Wells has successfully completed similar work for various water utilities over the past few years. Atlantic Wells has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Atlantic Wells is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Atlantic Wells. The award for the years 2013 and 2014 shall be made separately prior to the start of the respective year.

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

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E.
President - H2M Water

Enclosures:

cc: Town Board
 Richard Ehlers, Esq.
 Supt. Gary Pendzick
 William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1101 - annual maintenance contracts\correspondence\recommendation of award_cont m.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract M - Mechanical Equipment Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

5% BB or CC

				BIDDER						BIDDER					
				ATLANTIC WELLS, INC. Huntington Station, NY						BENSIN CONTRACTING, INC. Holtsville, NY					
				BB						BB					
ITEM NO.	DESCRIPTION	QTY.	UNITS	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE	2012 UNIT PRICE	2012 TOTAL PRICE	2013 UNIT PRICE	2013 TOTAL PRICE	2014 UNIT PRICE	2014 TOTAL PRICE
1	Basic minimum (non-emergency) mobilization service charge	10	EA	\$250.00	\$2,500.00	\$270.00	\$2,700.00	\$290.00	\$2,900.00	\$510.00	\$5,100.00	\$530.00	\$5,300.00	\$550.00	\$5,500.00
2	Basic minimum emergency mobilization service charge	2	EA	\$300.00	\$600.00	\$320.00	\$640.00	\$340.00	\$680.00	\$650.00	\$1,300.00	\$670.00	\$1,340.00	\$690.00	\$1,380.00
3	Straight time hourly labor rate	64	HR	\$83.00	\$5,312.00	\$85.00	\$5,440.00	\$87.00	\$5,568.00	\$130.00	\$8,320.00	\$135.00	\$8,640.00	\$140.00	\$8,960.00
	Straight time hourly labor rate	64	HR	\$52.00	\$3,328.00	\$54.00	\$3,456.00	\$56.00	\$3,584.00	\$125.00	\$8,000.00	\$130.00	\$8,320.00	\$135.00	\$8,640.00
4	Overtime hourly labor rate weekdays	16	HR	\$124.50	\$1,992.00	\$127.50	\$2,040.00	\$130.50	\$2,088.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate weekdays	16	HR	\$78.00	\$1,248.00	\$81.00	\$1,296.00	\$84.00	\$1,344.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
5	Overtime hourly labor rate weekends	16	HR	\$145.25	\$2,324.00	\$148.75	\$2,380.00	\$152.25	\$2,436.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate weekends	16	HR	\$91.00	\$1,456.00	\$94.50	\$1,512.00	\$98.00	\$1,568.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
6	Overtime hourly labor rate holidays	16	HR	\$166.00	\$2,656.00	\$170.00	\$2,720.00	\$174.00	\$2,784.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00	\$175.00	\$2,800.00
	Overtime hourly labor rate holidays	16	HR	\$104.00	\$1,664.00	\$108.00	\$1,728.00	\$112.00	\$1,792.00	\$160.00	\$2,560.00	\$165.00	\$2,640.00	\$170.00	\$2,720.00
7	Equipment and materials	1	LS		\$40,000.00		\$45,000.00		\$50,000.00		\$40,000.00		\$45,000.00		\$50,000.00
8	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$2,905.00	\$2,905.00	\$2,975.00	\$2,975.00	\$3,045.00	\$3,045.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$9,500.00	\$9,500.00
9	Performance Bond	1	LS		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00		\$750.00
TOTAL BID (SUM OF TOTAL PRICES OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9)					**\$66,735.00		**\$72,637.00		**\$77,039.00		\$87,570.00		\$94,430.00		\$101,290.00

* Denotes maximum allowable price of \$750.00 used in place of written proposal value which was greater than the maximum allowable price

** Denotes difference between written Performance Bond price and maximum allowable Performance Bond price subtracted from total bid price

TOWN OF RIVERHEAD

Resolution # 170

**EXTENDS BID FOR DRY HYDRATED LIME
(CALCIUM HYDROXIDE) FOR RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Long Island Cauliflower Association, was awarded the bid for Dry Hydrated Lime (calcium hydroxide) by Resolution #110259 adopted April 5, 2011; and

WHEREAS, the Riverhead Water District has requested that the bid be extended for one (1) year pursuant to the terms of the award document, which would constitute the first extension under the terms of the award document; and

WHEREAS, the above-named vendor has agreed to extend the contract until April 5, 2013, per the attached bid sheet; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for Dry Hydrated Lime (calcium hydroxide) be and is hereby extended for one (1) year to April 5, 2013 pursuant to the terms and conditions of the original award document; and be it further

RESOLVED, that a certified copy of this document be forwarded to the Long Island Cauliflower Association at 139 Marcy Avenue, Riverhead, New York, 11901; and be it further

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



RWD Riverhead Water District

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

Bid Extension Notice

To: John E. Bokina, Jr., Assistant Manager
L.I. Cauliflower Association

From: Riverhead Water District

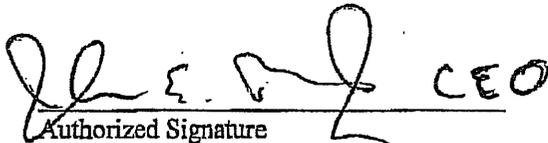
Date: February 13, 2012

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for hydrated lime (calcium hydroxide) will expire on April 5, 2012.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 5, 2013, at the current contract prices. This will be the first extension under the terms of the current contract.

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

 CEO
Authorized Signature

JOHN E. BOKINA, JR.
Print Name

LONG ISLAND CAULIFLOWER ASSOC.
Company Name

2/13/12
Date

**BID FORM - SPECIFICATIONS FOR:
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

PLEASE READ CAREFULLY

DRY HYDRATED LIME (calcium hydroxide)-delivered and unloaded at sites (Bid may be quoted for Option A or Option B, or both Option A and Option B):

OPTION A:

1. 0 - 200 50-lb. bags of product
 - (a) One (1) drop \$ 9.45 per 50-lb bag
 - (b) Two (2) or more drops (maximum of five [5] drops) \$ 9.45 per 50-lb bag

2. 201-400 50-lb. bags of product
 - (a) One (1) drop \$ 9.45 per 50-lb bag
 - (b) Two or more drops (maximum of five [5] drops) \$ 9.55 per 50-lb bag

OPTION B:

One drop on-site, on the ground, min. 10 pallets \$ 9.05 price per pallet *

* Provide a forklift or skidsteer to unload

TOWN OF RIVERHEAD

Resolution # 171

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., REGARDING THE 2012 CALENDAR YEAR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc., wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 1991, during the 2012 calendar year.

NOW THEREFORE BE IT RESOLVED that the town supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc.; and

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 1 East Main Street, Suite 4, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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

(Updated 2/22/12)

Agreement

-made between-

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement made the 22nd day of February, 2012, between the Town of Riverhead Business Improvement District ("BID"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 1 East Main Street, Suite 4, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID which are attached hereto as Schedule A. The events delineated in the attached Schedule A shall be deemed co-sponsored by both the BID and BIDMA. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination of administrative services/expenses to the Chief Financial Administrator on a monthly basis and to any member of the Town Attorney's Office, if requested, within three business days, or if not available, within a reasonable time.

2. The BIDMA shall proffer and recommend to the BID-Town Board designated projects, including capital improvements, events and services designed for the purpose of promoting and enhancing the business improvement district in the interests of economic stimulus and/or betterment of the district as a whole.
3. The BIDMA shall submit a written list of projects, including suggested capital improvements, events and services, including actual or estimated costs with supporting documentation and projected dates of commencement/completion it recommends for approval to the BID on or before September 1 for those projects, events and services anticipated to occur on or after January 1st of the following calendar year. In addition, the BIDMA shall submit its budgetary request regarding its recommended list of projects, including capital improvements, events and services, as well as its projected administrative expenses to the Town of Riverhead's Chief Financial Officer on or before September 1. The recommendations of the BIDMA are not binding upon the Bid-Town Board which may approve or disapprove any or all of the recommendations. For those projects, events or services that the BIDMA wishes to recommend and becomes aware of after October 1, the BIDMA shall forthwith notify the BID of its recommendation in the same format addressed above. The BIDMA shall and must provide a valid and properly authorized written BIDMA resolution by its board approving the recommended projects, capital improvements, events and services before the BID shall consider same for approval.
4. Notification Procedure of recommended projects, events or services.

The BIDMA shall notify the BID of all recommended projects, events or services by submitting in writing to each town board member a list of recommended projects, events, or services so recommended. The BID shall consider and address each of the recommended projects, events or services in work session and notify BIDMA of its decision in a timely manner. The BIDMA shall make available to the BID one or more persons who are familiar with the recommended projects, events or services whom shall be present at the scheduled work session. Said representative shall be made available for any subsequent meetings of the BID on an as-needed basis. The BID shall consider each recommended project, event or service and the anticipated cost of same. For those projects, events or services so approved by the BID, the BID shall provide the necessary funding to the BIDMA in a timely manner. The BID reserves the right to request additional information and/or documentation at any time and may withhold partial or full payment in the absence of same.

5. Location of meetings.

All BIDMA meetings shall take place at the Riverhead Town Hall board meeting room at dates and times to be determined by the parties to this agreement. All monthly meeting dates shall be provided in writing to each town board member and the town attorney's office no later than 30 days before any scheduled meeting, including all special meetings. In the event that the BIDMA schedules all of its monthly meetings before the subject calendar year, a schedule of same shall be provided to each town board member and the town attorney's office within 10 days of publication.

6. Minutes/Agenda of meetings.

The BIDMA secretary or designee shall keep an accurate record of all business that comes before the BIDMA, including but not limited to: subject matter, identification of all parties at the meetings (including directors, officers and members and nature of participation) and resolutions, including resolution number and identification of voting interests. An accurate record of all business that comes before the BIDMA shall be provided to the BID-Town Board, Town Attorney's Office and the Chief Financial Officer within seven (7) days of the subject meeting.

7. Cablecast of meetings.

All BIDMA meetings shall be recorded and cablecast on channel 22 on dates and at times to be determined by Town personnel.

8. Attendees at meetings.

The BID and BIDMA hereby acknowledge and agree that every meeting shall be open to the general public, except that an executive session of such association may be called and business transacted thereat in accordance with the New York State Public Officers Law section 105.

9. Assignment

This Agreement may not be assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.

10. Term of the Agreement.

This Agreement shall have commenced on January 1, 2012, and expire on December 31, 2012, and shall not be renewed except upon the written consent of all parties.

11. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services regarding the business improvement district immediately upon request by the BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

12. Insurance

The BIDMA shall procure insurance in amounts and at policy limits as determined by the BID notwithstanding any other insurance requirements or obligations pursuant to New York State Law.

13. Director/Officer Elections

The BIDMA shall notify the BID of all candidates for director and officer positions in writing no later than ten (10) days before the respective election regarding the respective classification and position; for example, commercial property owner or commercial tenant and/or officer position and the subject term. The BIDMA shall notify the BID in writing of all election results within three (3) days of the election, including classification, title and term of office.

14. Independent Contractor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, in the performance of the terms, covenants and conditions of the Agreement, neither the BIDMA nor any of its officers, directors, employees, agents or independent contractors shall be deemed to be acting as agents, servants, or employees of the Town by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Town of any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be independent contractors performing services for the BID or the BIDMA, as the case may be, without power or authority to bind the Town and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to this Agreement.

15. Indemnification

(a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without imitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called

“Liabilities”) which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the BID-Town) to in any way relate to or arise out of any act, omission or error in judgment of any performance of the Agreement, actively, passively or otherwise by the BIDMA, its members, directors and/or officers. Such liabilities shall include, without limitations, the following: claims or penalties arising from any violation of any federal, state or local laws, rules or regulations or insurance requirements, as well as any claim resulting from latent, patent, and other defects, whether or not discoverable by the BID-Town, any claim the insurance as to which is inadequate, any claim for patent, trademark or copyright infringement, any tort claim or claim for damages, any claim or liability in respect to any adverse environmental impact or effects. The BIDMA shall assume full responsibility for the defense against or settlement of any such liability, and the BID-Town shall cooperate with the BIDMA by providing, at the expense of the BIDMA, such witnesses, documents and other assistance as the BIDMA may reasonably request; provided, however, that: (i) the BID-Town shall be consulted as to the legal counsel to be employed in respect hereof and may veto, for good cause shown, the employment of any legal counsel unacceptable to it and (ii) if the BID-Town shall give to the BIDMA notice that, in good faith judgment, an important general interest of the BID-Town is involved in such liability or potential liability, the BID-Town shall have the right to consult with the BIDMA in the defense against or settlement of such liability.

(b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.

(c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

16. Notice

Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing, by the party receiving the same, or deposited in the United States mail by certified mail, return receipt requested, postage prepaid and addressed to:

(a) the Town Attorney’s Office at the address hereinafter set forth:

(b) the Town and/or Supervisor at:

Supervisor Sean M. Walter
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

Town Attorney's Office
Riverhead Town Hall
200 Howell Avenue
Riverhead, New York 11901

and to the BIDMA at: 1 East Main Street, Suite 4
Riverhead, New York 11901

or such other addresses as may be specified by written notice sent in accordance herewith. Every notice, demand, request, or other communication hereunder shall be deemed to have been given at the time of mailing as aforesaid.

17. Amendments

Changes may be made to this Agreement by written amendment approved by the BID and the BIDMA. All such changes, modifications and amendments shall become part of the original Agreement.

18. Alcohol-Related Events

BIDMA acknowledges, understands and agrees, to the following conditions regarding any event delineated in the attached Schedule A, or amendments thereto, whereby alcohol shall be sold, served or consumed:

- a. BIDMA shall require each alcohol vendor participating in the event, defined as any party or entity selling, or serving or providing alcohol for consumption, to provide sufficient insurance liability coverage, based upon the number of participants or attendees in the event, which shall be subject to approval by the Town Attorney's Office and its Insurance Administrator, in its discretion.
- b. The BID, specifically, The Town of Riverhead, and BIDMA, shall be named in all certificates of liability insurance coverage, as additional insureds, regarding alcohol coverage.
- c. The certificate of insurance must be provided to the Town Attorney's Office no later than fourteen (14) days before the scheduled event. The Town reserves the right to require additional insurance coverage it so deems in its best interests.
- d. BIDMA shall provide to the Town copies of all applicable State Liquor Authority licenses, certificates and other appropriate documents no later than fourteen (14) days before the applicable event, from each of the participating alcohol vendors.

- e. BIDMA acknowledges, understands and agrees to obtain RTC Chapter 90 permits in a timely manner.
- f. BIDMA acknowledges, understands and agrees that failure to provide the requisite documents in applicable time frames may result in revocation of the subject Chapter 90 permit for the event.

19. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS HEREOF, this Agreement has been duly executed by the respective parties on the date last written herein.

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Raymond Pickersgill, President

Date

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Sean M. Walter, Town Supervisor

Date

SCHEDULE A

		2012 B.I.D.M.A. Budgeted	1st Payment	2nd Payment	3rd Payment	4th Payment
		Amount	01/12/2012	02/23/2012	06/19/2012	09/18/2012
Administration	Accountant	\$ 2,500.00	\$ 237.50	\$ 754.17	\$ 754.17	\$ 754.17
	Advertising	5,400.00	-	1,800.00	1,800.00	1,800.00
	Board of Directors		625.00	(208.33)	(208.33)	(208.33)
	Cablevision	1,500.00		500.00	500.00	500.00
	Computer	550.00	-	183.33	183.33	183.33
	Insurance	7,000.00	-	3,500.00	1,750.00	1,750.00
	Legal	-	-	-	-	-
	Office Supplies	200.00	50.00	50.00	50.00	50.00
	Payroll	15,000.00	2,825.64	4,058.12	4,058.12	4,058.12
	Payroll Processing	1,800.00	310.75	496.42	496.42	496.42
	Payroll Taxes	1,500.00	900.00	200.00	200.00	200.00
	Rent	8,400.00	2,100.00	2,100.00	2,100.00	2,100.00
	Workers Comp	200.00	58.75	47.08	47.08	47.08
118.064100.	543925	\$ 44,050.00	\$ 7,107.64	\$ 13,480.79	\$ 11,730.79	\$ 11,730.79
Advertising	118.064100.542609	\$ 20,000.00	\$ -	\$ 15,000.00	\$ 5,000.00	\$ -
Events:						
June	Cardboard Boat Race	\$ 2,000.00		\$ 1,000.00	\$ 1,000.00	
June	Antique Show	600.00		300.00	300.00	
July	4th of July Celebration	12,000.00		6,000.00	6,000.00	
May - Sept	Cruise Nights	5,200.00		2,600.00		2,600.00
July	Country Western	4,200.00		2,100.00	2,100.00	
Aug	Oldies Show	5,000.00		2,500.00	2,500.00	
Dec	Holiday Bonfire	2,000.00		-		2,000.00
118.064100.	544160	\$ 31,000.00	\$ -	\$ 14,500.00	\$ 11,900.00	\$ 4,600.00
Total 2012 Budget		95,050.00	7,107.64	42,980.79	28,630.79	16,330.79
		Accounting Process	Voucher on	02/22/2012	06/14/2012	09/13/2012
TOR 2012 Budget						
	B.I.D.M.A. Appropriations	\$ 91,400.00				
	Office Supplies	1,000.00				
	TOR Insurance	1,900.00				
	Admin. Charge	23,900.00				
	Total Appropriations	118,200.00				
	Fund Balance Application	14,200.00				
	Property Taxes	104,000.00				
	Total Revenues	118,200.00				
	Additional Fund Balance Needed	3,650.00				
	Estimated Fund Balance @ 12/31/11	24,040.00				
	Projected Fund Balance @ 12/31/12	20,390.00				
	Estimated Fund Balance % @ 12/31/11	20.34%				
	Projected Fund Balance % @ 12/31/12	17.25%				

02.22.12
120172

ADOPTED

TOWN OF RIVERHEAD

Resolution # 172

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 48 ENTITLED "BEACHES AND RECREATION CENTERS" OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code once in the March 1, 2012 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 20th day of March, 2012 at 7:05 o'clock p.m. to consider a local law amending Chapter 48 entitled "Beaches and Recreation Centers" of the Riverhead Town Code as follows:

**CHAPTER 48
BEACHES AND RECREATION CENTERS**

Article I. Use of Designated Beach

§ 48-1. Definitions.

In this chapter, unless the context requires otherwise, the following words and phrases, when used in this Article shall have the meanings indicated below: respectively ascribed to them in this section.

BATHING BEACH or PUBLIC BATHING BEACH: a public beach regularly used for bathing or swimming.

BEACH: Both the Sound Beach and the Peconic Bay Beach.

BEACH or PUBLIC BEACH: a stretch of pebbles and/or sand beside a body of water that may be artificially created or created by the action of water, including the zone of earth that extends landward from the mean low-water line to the seaward toe of a dune or bluff, whichever is most seaward, and shorelands subject to seasonal or more frequent overwash or inundation, owned, maintained, leased or managed by the Town of Riverhead.

DOG PARK: A park, or area within a park designated for use of owners or custodians of dogs where dog owners may be permitted to allow their dog(s) access to such park area without being kept on a leash.

PARK: A use of land owned, maintained, leased or managed by the Town of Riverhead, for open space, passive or active recreation, including but not limited to, park preserves, memorial sites, walking trails, boardwalks.

PLAYGROUND: A park designated for recreational or athletic use by the Town of Riverhead, County of Suffolk, State of New York or other governmental subdivision and located within the Town of Riverhead.

RECREATION CENTER OR FACILITY:

§ 48-3. Operation of motor vehicles restricted

D. No motor vehicle may be operated upon the beach by any person unless the motor vehicle is insured under a valid automobile liability insurance policy carrying the limits of at least \$10,000/\$20,000 \$25,000/\$50,000.

Article II. Use of Public Beaches, Recreation Centers and Facilities, and Parks, Playgrounds and Dog Parks (§ 48-12 – §48-22 48-24)

§ 48-12. Licensing of vehicles required.

No vehicle shall be allowed to enter upon or park at any public bathing beach, or recreation center, park or playground owned, leased, operated or maintained by the Town of Riverhead unless ~~it is licensed as herein provided~~ a permit, to the extent required pursuant to § 18-13, has been issued by the Recreation Department.

§ 48-13. Parking and parking permits related to use of recreation centers and facilities, parks, playgrounds, public beaches, and dog parks.

A. Vehicles entering any area designated as a beach, public bathing beach, or recreation center, park or playground shall enter only at designated entrances and leave only through designated exits. Parking of all vehicles displaying a seasonal parking permit, obtained as hereinafter provided, shall be permitted in the spaces provided at any beach, public bathing beach, or recreation center, park or playground. The following parking areas, and such other parking areas designed by resolution of the Town Board, are hereby designated as Town of Riverhead parking-by-permit-only areas:

B. Permits. The Recreation Department is hereby authorized to issue a seasonal parking permit for use at any public bathing beach, or recreation center, park or playground. Seasonal parking permits for parking vehicles in the designated parking areas shall be issued as follows:

D. Dog park permits.

Permits for the Dog Park shall be issued by the Office of the Town Clerk upon proof of a current dog license, Rabies Vaccine Certificate and Health Certificate. Fees for the year round Dog Park Permit are as follows: Resident \$15, Non-Resident \$30, Replacement of Lost/Damaged Permit \$10, Amended Dog Owner Permit for each additional dog \$5.

§ 48-15. Littering.

No person shall throw, break, cast, lay or deposit bottles, crockery, papers, wrappers, garbage or refuse of any kind or nature on the any beach, public bathing beach, recreation center, park, playground or dog park or in or upon any parking area, roadway or footpath but shall place the same in the containers provided therefor.

§ 48-18. Dogs and other animals; ~~d~~Destruction of property.

~~A. No dogs or domestic animals shall be allowed on any public bathing beach or recreation center except guide dogs.~~

~~B. A. No person shall in any manner damage, deface, injure or destroy any structure, planting, roadway, embankment, building or equipment located on the grounds of any beach, bathing beach or , recreation center, park, playground or dog park or recreation center.~~

~~C. B. No person shall be allowed to bring any type of disposable glass container on any public beach, public bathing beach or , recreation center, park, playground or dog park or recreational facility.~~

§ 48-19. Selling and vending.

The selling, vending or offering for sale of any wares, foodstuffs or merchandise upon the grounds or in and about the facilities of any beach, public bathing beach or , recreation center, park, playground or dog park is strictly prohibited, except in such case and instance where the Town Board of the Town of Riverhead has issued a permit therefor.

§ 48-21. Nonliability of Town.

Any person using a beach, public bathing beach or , recreation center or , park, playground or dog park or any of its facilities shall do so with the understanding that the Town of Riverhead assumes no responsibility for any injury or damage which such person may sustain while so using said facilities or while occupying said beach or , recreation center, park, playground or dog park, and that the Town of Riverhead will not be responsible for any article that may be stolen from the premises or any building, structure or vehicle occupying or so using the facilities of said beach or , recreation center, park, playground or dog park.

§ 48-23. Animals.

No person owning or being custodian of any animal shall cause or permit such animal to enter any area designated as public beach, recreation center or facility, park, or playground unless authorized by permit issued by the Town Clerk. Except as set forth in § 48-24, an owner or custodian of any animal who is issued a permit by the Town Clerk granting permission to enter the public beach, recreation center, park or playground with an animal, shall be required to keep the animal on a leash at all times.

§ 48-24. Dog park.

A. A designated park area where dog owners may be permitted to allow their dog access to such park areas without being kept on a leash.

B. The Town of Riverhead Recreation Department is authorized to promulgate written rules and regulations, subject to Town Board approval, for the use of a Town-designated dog park; such rules and regulations shall be posted at the dog park entrance. The failure to comply with such rules and regulations shall be deemed a violation of this chapter.

C. No dog shall be permitted to enter a Town-designated dog park without the owner obtaining the required permit from the Town Clerk's Office.

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

Dated: Riverhead, New York
February 22, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 173

REINSTATES AND APPOINTS FIRE MARSHAL I

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to budgetary constraints the position of Fire Marshal I was abolished on December 31, 2010, creating a preferred list of candidates for the title of Fire Marshal I valid for a four year period should the Town seek to employ additional Fire Marshals; and

WHEREAS, due to the resignation of Chief Fire Marshal Scott Davonski on January 13, 2012 a vacancy ensued, necessitating the Town to seek the employment of an additional Fire Marshal.

NOW, THEREFORE, BE IT RESOLVED, in accordance with Civil Service rules and regulations regarding the abolition of positions, and effective for March 5, 2012, candidate Craig Zitek is hereby appointed from the preferred list established for the Town of Riverhead for the title of Fire Marshal I, and is hereby reinstated to his former title with a retention date of August 20, 2005.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Craig Zitek, the Town Engineer, 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 # 174

PROMOTES A FIRE MARSHAL I

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, today Craig Zitek was appointed from a preferred list for the title of Fire Marshal I, and subsequently reinstated to his former title effective for March 5, 2012; and

WHEREAS, the Suffolk County Department of Civil Service has established a list for the title of Chief Fire Marshal, List # 11-5128-458, and Craig Zitek is immediately reachable on the Town list.

NOW, THEREFORE, BE IT RESOLVED, that also effective for March 5, 2012 this Town Board immediately promotes Craig Zitek from the position of Fire Marshal I to the position of Chief Fire Marshal as found on Group 10, Step 3A of the Administrative Salary Schedule.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Craig Zitek, the Town Engineer, 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 # 175

**RATIFIES EXECUTION OF AGREEMENT WITH NEW YORK STATE
OFFICE OF EMERGENCY MANAGEMENT REGARDING GRANT HMGP-1899**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on September 21, 2010, the Town Board of the Town of Riverhead adopted resolution # 749 authorizing the retention of a consultant to assist with submission of a grant to the Federal Emergency Management Agency ("FEMA") for funding assistance from FEMA due to the unprecedented flooding from the storms in march and April of 2010; and

WHEREAS, on April 20, 2011, the Town Board of the Town of Riverhead adopted resolution # 290 authorizing the submission of a grant to New York State Office of Emergency Management (NYSOEM) for funding assistance due to the unprecedented flooding from the storms in march and April of 2010; and

WHEREAS, the NYSOEM advised the Town of Riverhead that the grant application for funding assistance had been approved and has transmitted an agreement to the Town.

NOW, THEREFORE, BE IT RESOLVED that the Town Board be and hereby ratifies the execution of the agreement with NYSOEM by the Town Supervisor to regarding hazard Mitigation Grant Program, Project #1899-0166; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Supervisor, the Chief of Police, and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 # 176

BUSINESS IMPROVEMENT DISTRICT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution _____ was adopted on February 22, 2012 adopting a budget for the Business Improvement District; and,

WHEREAS, the following budget adjustment must be made in order to fund the Business Improvement District and its programs;

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

		<u>FROM</u>	<u>TO</u>
118.000000.499999	Appropriated Fund Balance	3,650	
118.064100.544160	Marketing and Advertising	37,400	
118.064100.543925	Riverhead B.I.D. Mgmt Assoc		10,050
118.064100.542609	B.I.D. Promotions – Special Projects		31,000

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12
120177

ADOPTED

TOWN OF RIVERHEAD

Resolution # 177

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #12-05 February 09, 2012 (TBM 2/21/12)				
FUND NAME			2/9/2012	GRAND TOTALS
GENERAL FUND	1		890,678.27	890,678.27
POLICE ATHLETIC LEAGUE	4		100.00	100.00
RECREATION PROGRAM FUND	6		3,459.86	3,459.86
HIGHWAY FUND	111		146,597.28	146,597.28
WATER DISTRICT	112		70,428.05	70,428.05
RIVERHEAD SEWER DISTRICT	114		38,162.47	38,162.47
REFUSE & GARBAGE COLLECTION DI	115		6,630.50	6,630.50
STREET LIGHTING DISTRICT	116		57,362.10	57,362.10
BUSINESS IMPROVEMENT DISTRICT	118		0.36	0.36
EAST CREEK DOCKING FACILITY FU	122		986.80	986.80
CALVERTON SEWER DISTRICT	124		1,335.89	1,335.89
RIVERHEAD SCAVANGER WASTE DIST	128		15,495.12	15,495.12
CDBG CONSORTIUM ACOUNT	181		785.00	785.00
TOWN HALL CAPITAL PROJECTS	406		109,159.25	109,159.25
WATER DISTRICT CAPITAL PROJECT	412		1,120.27	1,120.27
TRUST & AGENCY	735		1,186,428.94	1,186,428.94
CALVERTON PARK - C.D.A.	914		25,850.17	25,850.17
TOTAL ALL FUNDS			2,554,580.33	2,554,580.33

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.22.12
120177

ADOPTED

TOWN OF RIVERHEAD

Resolution # 177

PAYS BILLS

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

ABSTRACT #12-06 February 16, 2012 (TBM 2/21/12)				
FUND NAME			2/16/2012	GRAND TOTALS
GENERAL FUND	1		146,701.79	146,701.79
RECREATION PROGRAM FUND	6		1,897.00	1,897.00
ECONOMIC DEVELOPMENT ZONE	30		52.51	52.51
HIGHWAY FUND	111		23,653.00	23,653.00
WATER DISTRICT	112		49,277.30	49,277.30
RIVERHEAD SEWER DISTRICT	114		112,030.69	112,030.69
REFUSE & GARBAGE COLLECTI	115		927.80	927.80
STREET LIGHTING DISTRICT	116		4,729.03	4,729.03
PUBLIC PARKING DISTRICT	117		3,610.25	3,610.25
AMBULANCE DISTRICT	120		3,179.79	3,179.79
CALVERTON SEWER DISTRICT	124		3,420.33	3,420.33
RIVERHEAD SCAVANGER WASTE	128		19,372.69	19,372.69
RIVERHEAD SEWER DENITRIFI	130		138,000.00	138,000.00
RISK RETENTION FUND	175		344.44	344.44
TRUST & AGENCY	735		338,972.77	338,972.77
CALVERTON PARK - C.D.A.	914		1,067.62	1,067.62
TOTAL ALL FUNDS			847,237.01	847,237.01

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted