

**FEBRUARY 4, 2014
CDA RESOLUTION LIST:**

CDA

- Res. #4** Authorizes the Town Board, on Behalf of the Town of Riverhead and Community Development Agency, to Retain the Services of Harris Beach for the Express Purpose of Implementation of a Finance Plan (loan) to Assist the Town in Addressing Projected Budget Shortfalls and Negotiations with Designated Developers/Investors in Reference to Redevelopment at EPCAL

TOWN BOARD RESOLUTION LIST:

- Res. #68** Riverhead Water District 2013 Capital Projects Closure
- Res. #69** Authorizes Attendance at the Government Finance Officers' Association Annual Conference
- Res. #70** Water District Budget Adjustment
- Res. #71** Appoints Member to the Planning Board of the Town of Riverhead (Stanley Carey)
- Res. #72** Appoints a Call-In Crossing Guard (Marianne Lynn)
- Res. #73** Appoints a Part-Time Crossing Guard (Madeline Galka)
- Res. #74** Appointment of Part-Time Recreation Aides/Volleyball Attendants and Officials to the Recreation Department
- Res. #75** Ratifies the Authorization of a License with Pictometry International Corp.
- Res. #76** Authorizes Attendance at the 2014 Training School and Annual Meeting Held by the Association of Towns
- Res. #77** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town's Residential Repair Program for the Elderly
- Res. #78** Authorizes Financial Administrator to Establish and Fund Imprest Account Related to Third Party Administrator Processing and Payment of Worker's Compensation Claims and Related Medical Claims

- Res. #79** Authorizes Supervisor to Execute Amended Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2014 Calendar Year
- Res. #80** Awards Bid for 2014 Chevy Tahoe Z-71 or Equivalent Type Vehicle Chief Car with Complete Conversion for Use by the Riverhead Ambulance District
- Res. #81** Awards Bid for 2014 Chevy Suburban Z-71 or Equivalent Type Vehicle First Responder with Complete Conversion for Use by the Riverhead Ambulance District
- Res. #82** Authorizes the Supervisor to Execute a License Agreement with Aeros Cultured Oyster Company to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek
- Res. #83** Authorizes the Supervisor to Execute a License Agreement with Eastern Bays Company, Inc. to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek)
- Res. #84** Offers Support to New York State Legislature to Amend the Public Authorities Law in Relation to the Creation of the Peconic Bay Regional Transportation Authority (Senate Bill #S.1782/Assembly Bill #A.1329)
- Res. #85** Offers Support to New York State Legislature to Amend Chapter 399 of the Laws of 2008 Relating to Giving the Riverhead Town Board the Discretion to Change Speed Limits (Senate Bill #S.4577/A.7372)
- Res. #86** Ratifies Agreement for Filming with Lady Prison Productions, Inc. (Utilize Parking Police Personnel and Police Cars for “Orange is the New Black” series)
- Res. #87** Ratifies Authorization to Publish Advertisement of a Request for Proposals for New, On-Island, Renewable Capacity and Energy
- Res. #88** Awards Bid for Water Service Materials for Use in the Riverhead Water District
- Res. #89** 2014 Renewal of Bid Award for Maintenance and Emergency Services Contract D – Distribution Riverhead Water District
- Res. #90** 2014 Renewal of Bid Award for Maintenance and Emergency Services Contract E – Electrical Riverhead Water District

- Res. #91** **2014 Renewal of Bid Award for Maintenance and Emergency Services Contract C – Control Riverhead Water District**
- Res. #92** **Re-Appoints Member to the Zoning Board of Appeals of the Town of Riverhead (Lisa Worthington)**
- Res. #93** **Awards Bid for Janitorial Supplies**
- Res. #94** **Authorizes Notice to Bidders – Scavenger Waste Roof Replacements – Contract G – General Construction**
- Res. #95** **Awards Bid for Police Uniforms**
- Res. #96** **Pays Bills**
- Res. #97** **Authorizes the Supervisor to Execute a Professional Services Agreement with Converged Technology Group, Inc. (CTG)**
- Res. #98** **Authorizes Amendment to Engineering Services Agreement Regarding NYS Environmental Facilities Corporation**

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 4

AUTHORIZES THE TOWN BOARD, ON BEHALF OF THE TOWN OF RIVERHEAD AND COMMUNITY DEVELOPMENT AGENCY, TO RETAIN THE SERVICES OF HARRIS BEACH FOR THE EXPRESS PURPOSE OF IMPLEMENTATION OF A FINANCE PLAN (LOAN) TO ASSIST THE TOWN IN ADDRESSING PROJECTED BUDGET SHORTFALLS AND NEGOTIATIONS WITH DESIGNATED DEVELOPERS/INVESTORS IN REFERENCE TO REDEVELOPMENT AT EPCAL

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, in 2011, New York State adopted a law, General Municipal Law §3-c, prohibiting local government's adoption of a budget that requires a tax levy that exceeds the prior year's levy by more than 2 percent, or the rate of inflation, whichever is less, unless the governing board first adopts a local law to override the tax levy limitation; and

WHEREAS, the law referred to above allows local governments and school districts to override the annual levy cap for one fiscal year only (no permanent "opt out") and if override is successful, the amount levied becomes the base for the next fiscal year; and

WHEREAS, the Town of Riverhead, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York duly organized and existing pursuant to the laws of the State of New York, and the Town of Riverhead Community Development Agency, a New York Public Benefit Corporation dedicated to promoting, sponsoring and overseeing economic development within the Town, have spent considerable time and effort to develop a revised land use plan, associated zoning, updated market assessment, and subdivision plan for the former Calverton Naval Weapons Industrial Reserve Plant (hereinafter "EPCAL"); and

WHEREAS, by Resolution # 5, adopted on May 7, 2013, the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, accepted for SEQR purposes the Full Environmental Assessment Form (EAF) Part I, the Alternative Subdivision Sketch C for EPCAL and the draft scope of issues necessary for the anticipated Supplemental Generic Environmental Impact Statement (SGEIS) for that portion of land within EPCAL owned by the Community Development Agency evidencing the Town and Community Development Agency's commitment and progress for redevelopment of EPCAL ; and

WHEREAS, due to projected budget shortfalls for 2015 and potential budget shortfalls beyond 2015, due in large part to financing of debt associated with the Town

Landfill; Town's desire to continue to maintain the level of government services; Town's desire to adhere to the goal of General Municipal Law 3-c (2% Property Tax Cap Law), to wit: provide meaningful tax relief to the families, homeowners and business in the Town of Riverhead; and Town and Community Development Agency anticipated ability to bring to fruition economic development within the eight to sixteen months, the Town and Community Development Agency seek to secure a short term loan secured by a portion of property located within EPCAL; and

WHEREAS, Harris Beach, PLLC and its subsidiaries provide a full range of legal and professional services and have extensive experience related to tax increment financing and PILOT increment financing for state and local governments embarking on significant economic development projects, such as EPCAL.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, acting as governing body of the Community Development Agency, does hereby authorize the Supervisor to execute an agreement with Harris Beach, PLLC for services necessary to secure a short term loan collateralized and/or secured by property owned by the Community Development Agency located within EPCAL in an amount not to exceed six million dollars and services related to lease, sale, increment financing be it related to specific projects or infrastructure subject to the following: (1) an agreement between Harris Beach and Community Development Agency which includes (a) a restriction that fee for legal services related to short term loan collateralized and/or secured by property located within shall not exceed municipal rate of \$275.00 per hour (b) professional liability insurance equal to the amount of any such loan or financing secured for the Community Development Agency, (c) authorization, via Town Board resolution, for all such other tasks and/or assignments related to negotiation and/or preparation of documents for development projects and/or infrastructure improvements within EPCAL (d) the fees for all such other tasks and/or assignments outlined in 1 (c) shall not be borne by the Town of Riverhead and instead the fees for such services will be made the responsibility of any development project/lessee/purchaser of lands within EPCAL, and (e) such other terms deemed necessary and appropriate by the Office of the Town Attorney and (2) any monies secured as a result of the short term loan shall be apportioned between the Town's 2015 and 2016 annual budgets to extent required to limit a property tax increase over the 2% Property Tax Cap Law; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Harris Beach, PLLC, and a copy to Christine Kempner, Community Development Agency Director, and Office of the Town Attorney; and be it further

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

There was a motion to consider resolution # 4 by Councilman Wooten, seconded by Councilman Gabrielsen. Motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

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 # 68

RIVERHEAD WATER DISTRICT
2013 CAPITAL PROJECTS CLOSURE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the following Water Capital Projects are considered complete:

- Capital Project# 30108– 21st Century Oncology Water Service,
- Capital Project# 30110 – Saber Riverhead LLC (Old Country Road) Water Service
- Capital Project# 30111 – Route 58 Retail Stores – Headriver LLC Water Service
- Capital Project# 30112 – Walmart, Old Country Road Water Service Connection
- Capital Project# 30113– Northville Commerce Park Hydrant Project.

NOW THEREFORE BE ITRESOLVED, that the Town Board hereby authorizes the Accounting Department to close the projects as of 12/31/13.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 69

AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the NYS Government Finance Officers Association is conducting its annual conference from Wednesday, April 2, 2014 thru Friday, April 4, 2014 in Albany, NY; and

WHEREAS, the Financial Administrator has requested authorization for a CPA in the accounting office to attend said conference.

NOW, THEREFORE BE IT, RESOLVED, that the Financial Administrator is authorized to send a CPA in the accounting office to attend the NYS GFOA Annual Conference in Albany, NY; and be it further

RESOLVED, that all related expenses incurred shall not exceed a total cost of \$1,100.00 (expenses to include fees for registration, meals, lodging and other travel costs such as tolls and gas) shall be reimbursed upon his return and in accordance with the Town's Travel and Conference Policy; 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 # 70

WATER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, in an effort to better monitor and track expenses certain accounts were created and funds were reallocated for the 2014 Budget; and

WHEREAS, a transfer of funds is necessary to distinguish between telephone and communications;

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

		<u>FROM</u>	<u>TO</u>
112.083200.546100	Utilities - Telephone	7,500	
112.083200.546500	Utilities – Communication		7,500

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 71

**APPOINTS MEMBER TO THE
PLANNING BOARD OF THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, effective February 1, 2014, Stanley Carey is hereby appointed as a member of the Town of Riverhead Planning Board for a term of five (5) years through December 31, 2018, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Stanley Carey, the Planning Department, the Planning Board and the Office of Accounting.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 72

APPOINTS A CALL-IN CROSSING GUARD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the need for a Call-In Crossing Guard exists in Riverhead Town Police Department to substitute for a regularly scheduled Crossing Guard if absent; and

WHEREAS, interviews were conducted, and pending the result of a successful background check, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that effective February 6, 2014, this Town Board hereby appoints Marianne Lynn to the position of Call-In Crossing Guard at the hourly rate of \$11.22; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 73

APPOINTS A PART-TIME CROSSING GUARD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a vacancy for the position of Part-Time Crossing Guard exists at the Riverhead Town Police Department; and

WHEREAS, interviews were conducted, and pending the result of a successful background check, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that effective February 6, 2014, this Town Board hereby appoints Madeline Galka to the position of Part-Time Crossing Guard at the hourly rate of \$11.22; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 74

**APPOINTMENT OF PART-TIME RECREATION AIDES/
VOLLEYBALL ATTENDANTS AND OFFICIALS
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Part-Time Recreation Aides/Volleyball Attendants and Officials are needed by the Riverhead Town Recreation Department for the Adult Volleyball Program.

NOW THEREFORE BE IT RESOLVED, that effective February 5th, 2014, this Town Board hereby appoints the attached list of Volleyball Attendants and Officials to the Recreation Department.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
02/04/14 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Scanlon	Gregory	P/T Volleyball Official2	X	2/5/14	12/31/14	\$14.40/game
Suarez	Jonathan	C/I Volleyball Official1	II	2/5/14	12/31/14	\$9.90/game
Suarez	Joseph	C/I Volleyball Official2	I	2/5/14	12/31/14	\$10.33/game
Terry	Richard	P/T Volleyball Attendant	IX	2/5/14	12/31/14	\$12.17/hr

TOWN OF RIVERHEAD

Resolution # 75

RATIFIES THE AUTHORIZATION OF A LICENSE WITH PICTOMETRY INTERNATIONAL CORP.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the County of Suffolk entered into a contract with Pictometry Intelligent Images for use of Pictometry's imagery, visual information system and related capabilities which produce geo-referenced, high resolution oblique (3-D image) and ortho (straight down) intelligent images; and

WHEREAS, by resolution number 31, adopted on January 4, 2012, the Town Board authorized an inter-municipal agreement to allow for the use of Pictometry software under the County of Suffolk license; and

WHEREAS, the term of the current inter-municipal agreement ended on February 3, 2014; and

WHEREAS, Pictometry International Corp. has submitted a proposal for a one year license between the Town of Riverhead and Pictometry International Corp. allowing for up to 100 users at a discounted annual license fee of \$2,250.00; and

WHEREAS, the Town seeks to enter into a one year license between the Town of Riverhead and Pictometry International Corp. effective February 4, 2014.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead authorizes the Supervisor to execute the attached one year license between the Town of Riverhead and Pictometry International Corp. for a fixed amount of \$2,250.00; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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
PICTOMETRY INTERNATIONAL CORP. AND
SUFFOLK-NY, RIVERHEAD TOWNSHIP**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute the "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to the Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising the Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions, License Terms in order as listed above under the heading 'Section B: License Terms', and Order Form.
3. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
200 Howell Ave.	100 Town Centre Drive, Suite A
Riverhead, New York 11901	Rochester, NY 14623
Attn: Lori Pipeczynski,	Attn: Contract Administration
Phone: (631)727-3200ext.280 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. The Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under the Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under the Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under the Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to the Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to the Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of the Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of the Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel,

energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of the Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

"CUSTOMER"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C127484

BILL TO
Suffolk-NY, Riverhead Township
Lori Pipczynski
200 Howell Ave.
Riverhead, New York 11901
(631)727-3200ext.280
pipczynski@riverheadli.com

SHIP TO
Suffolk-NY, Riverhead Township
Lori Pipczynski
200 Howell Ave.
Riverhead, New York 11901
(631)727-3200ext.280
pipczynski@riverheadli.com

CUSTOMER ID	SALES REP
A116996	clanc

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 1 Year(s)	\$3,000.00	\$2,250.00 (25%)	\$2,250.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$2,250.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Connect/POL	\$2,250.00
Total Payments	\$2,250.00

PRODUCT PARAMETERS

CONNECT

Product: Pictometry Connect - CA - 100
Admin User: Lori Pipczynski
Admin User Email: pipczynski@riverheadli.com
Requested Activation: At Signing
Special Instructions:

Geofence: NY Suffolk

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

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[END OF NON-STANDARD TERMS AND CONDITIONS]

TOWN OF RIVERHEAD

Resolution # 76

AUTHORIZES ATTENDANCE AT THE 2014 TRAINING SCHOOL AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Association of Towns is hosting their 2014 Training School and Annual Meeting at the Hilton Hotel and the Sheraton NY Hotel, New York City, on Sunday, February 16th through Wednesday, February 19th, 2014; and

WHEREAS, it is the desire of Councilman John Dunleavy to attend such course.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes Councilman John Dunleavy to attend the Association of Towns 2014 Training School and Annual Meeting to be held at the Hilton Hotel and the Sheraton NY Hotel, New York City on Sunday, February 16th through Wednesday, February 19th, 2014; and be it further

RESOLVED, that the Town Board hereby authorizes overnight accommodations to be limited to one evening, Monday, February 17, 2014 at either of the aforementioned hotels; and be it further

RESOLVED, that approved related expenses incurred will be reimbursed upon proper submission of receipts in accordance with the Town's Travel and Conference Policy; 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 – RECUSED HIMSELF
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 77

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S
RESIDENTIAL REPAIR PROGRAM FOR THE ELDERLY**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including residential repair for the elderly residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department wishes to supplement its residential repair program for the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the residential repair program costs incurred by the Senior Citizen Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,316.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

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

Town of Riverhead ("the Contractor"), a New York Municipal Corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The Contractor has been designated to receive funds from the County to provide a Residential Repair Program for the Elderly as set forth in Article I, entitled "Description of Services."

Term of the Contract: January 1, 2014 through December 31, 2014; with an option, to be exercised at the County's discretion, to June 30, 2015 on the same terms and conditions herein.

Service Levels: 1,550 Units of Residential Repair Services
400 Elderly Serviced, Unduplicated

Total Cost of the Contract: Shall not exceed \$26,316.00 to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

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

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

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

Approved:

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

Recommended:

By: _____
Ritva Gottesman
Assistant Senior Citizen Program Coordinator
Date _____

Approved as to Form:

Dennis M. Brown,
County Attorney

By: _____
Mary Porter
Assistant County Attorney
Date _____



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Article I
IIIB Residential Repair
Description of Services

Whereas, the Contractor has been identified in the 2014 Suffolk County Adopted Budget under the pseudo code as listed on page one (1) of the Contract to perform the Services for the Department; and

Whereas, the Town of Riverhead has been designated as a line item in the Suffolk County Operating Budget to receive funding; and

Whereas, the continuity of service delivery is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes;

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

1. Conflicting Provisions

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

2. Goals of the Program

The Residential Repair Program (“Program”) is to provide persons aged sixty (60) or over, who are in need, with minor repair and renovation assistance to remediate or upgrade substandard, unsuitable or unsafe housing, including, but not limited to, handicapped modifications or crime prevention modifications.

The Program provides the required labor and recipients pay for necessary supplies and materials.

Persons aged sixty (60) and over who are incapable of maintaining their homes because of illness, incapacity, handicap or absence of a caretaker relative are eligible to receive services.

3. General Terms and Conditions

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

- a. The Contractor is to afford priority to servicing those elderly persons whom New York State has identified as the target population (minority, low-income, frail, and vulnerable) in accordance with paragraph number five (5) below.
- b. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- c. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person’s need.
- d. The Contractor may not charge any fees for services.

4. Administration

Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the services, act as liaison between the Department and the actual recipients of service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

5. Contractor's Staff

- a. The Contractor shall employ adequate numbers of qualified staff, which may include volunteers, and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The Department has the right to review and approve Contractor's staff applicable to the Program.
- c. The provisions of this paragraph five (5) are in addition to the provisions of Article V, paragraph ten (10), subparagraph n.

6. Coordination

The Contractor shall coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as but not limited to participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

7. Targeting and Outreach

- a. Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- b. The Contractor must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to specifically identified targeted groups, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

- c. The following four (4) target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority**-persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or two (2) or More Races categories, defined below).
- a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
 - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
 - c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low-Income**-Persons with incomes at or below 100% of the poverty level.
- iii. **Frail**-Persons with one or more functional deficits in the following areas:
- a) Physical functions;
 - b) Mental functions;
 - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
 - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

- iv. **Disabled**-Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.
- v. **Vulnerable**-Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
 - a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
 - b) Rural residence;
 - c) Persons with disabilities;
 - d) Institutionalized or at risk of institutionalization;
 - e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
 - f) Low literacy;
 - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
 - h) Homebound; and,
 - i) Alzheimer's or other Dementia.

- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

8. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations
- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids,

- closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
 - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- d. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

The Contractor shall, at a minimum, maintain a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor's staff for this Program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.

9. Reporting Requirements

One (1) unit of service is equal to one (1) hour of residential repair/renovation service.

- a. The Contractor shall submit to the Department monthly reports covering program activity and expenses incurred during the reporting period. Such reports must be submitted to the Department by the tenth (10th) day of the month following the period being reported, and be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.
- b. Financial reports, or vouchers, also must never contain the names of the clients served, but may be coded to indicate the particular client served.
- c. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services.

Demographics

The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services:

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Live Alone.

- Low Income - The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census and updated annually as follows:

<u>Size of Family Unit</u>	<u>100 % of Poverty Threshold</u>
1	\$11,170/year
2	\$15,130/year

- Minority.
- Low Income Minority - those minority persons whose income is at or below the poverty threshold.

10. Incident Reporting

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all “notices of claim” or any other papers relating to litigation it receives relating to the program covered under this Contract.
- b. The Contractor will report at least verbally to the Department, within twenty-four (24) hours any incidents involving the client, whether the incident requires medical attention or not. A written follow up of such incident shall be sent to the Department within five (5) days of occurrence. The Contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client.

11. Confidentiality

Confidential records shall be maintained on each recipient. Reports, as required by the Department, should not contain the names of any clients, and identifying codes should be used to indicate particular clients served, if necessary.

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

12. Promotions and Advertisements

- a. It is the responsibility of the Contractor to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on Program vehicles, as follows:

Funded by the Department of Health and Human Services
through the New York State Office for the Aging
and the
Suffolk County Office for the Aging

- b. Any announcements of the Program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph twelve (12) supersede the provisions of paragraph twenty (20) of Article III.

13. Contributions

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract. Any Suffolk resident sixty (60) years of age or older is eligible to receive this service.
- b. The Contractor has the obligation to inform each recipient of the service, of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions are used to expand the service. The letter sent to each recipient annually informing him/her of these facts must include the sources of funding for the program and must include the following information:
Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied if you are unable or unwilling to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.
- c. Individuals with self-declared incomes at or above 185 percent of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.

14. Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five (5) program years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to confidentiality. In any event, at conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Financial Transactions

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

b. Program

Subject to the limitations of client confidentiality, the contractor agrees to permit the Department's staff and staff of the New York Office for the Aging to review program records and to monitor training, supervision and services at any time.

16. Grievance Procedures

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA - Grievance Procedures.

**Article IA
Grievance Procedures**

1. Purpose

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision

- i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. **Record Keeping**

The Department shall keep the records of the grievance and its handling for six (6) years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by the Department or the service provider; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

5. **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

End of Article 1A

Article II
Definitions

I. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

license required to qualify the license holder or the Contractor to perform the Services.

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

d. Documentation of Professional Standards

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

e. Credentialing

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

f. **Engineering Certificate**

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

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

2. **Termination**

a. **Thirty Days Termination**

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

b. **Event of Default; Termination on Notice**

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

c. **Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 26 of this Article III.

d. **Duties upon Termination**

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

3. **Indemnification and Defense**

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

4. **Insurance**

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

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
 - d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
 - e. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
 - f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
 - g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
 - h. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.
5. **Independent Contractor**
- The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status
- i.) deny any individual the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not

the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
- i.) the Services to be provided; or
 - ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
 - iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under

the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):

15. Confidentiality

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

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

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

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

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

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

i.) if the Contractor is a partnership, the

Contractor; and

by the County of Suffolk.”

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

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 26 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County’s consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and

ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

“This publication is fully or partially funded

21. Copyrights and Patents

a. Copyrights

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

b. Patents

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

22. Arrears to County

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

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may

exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

25. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

26. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

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

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

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

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

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

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

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

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

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

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

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract,

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

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

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

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

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

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

sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

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

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

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

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

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

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk

County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

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

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. If the Contractor is seeking such a modification, the Contractor shall contact the Department to receive the form and enter the required information. When the County and the Contractor agree as to such revisions, the Contractor shall sign the Budget Modification form and return it to the County for execution along with any other documentation the Department may require.

ii.) Such request must be made in advance of incurring any expenditure for which the revision is needed.

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

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for

any other reason necessitating revisions to the Budget or Services.

conditions under which such reimbursement shall be paid.

ii.) When the County and the Contractor agree as to such revisions, the Department will enter the information into the Budget/Services Revisions form and send it to the Contractor for signature. The Contractor shall return it to the County for execution along with any other documentation the Department may require.

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

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

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

f. Taxes

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

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

i.) salary scale for all positions listed in the Budget;

ii.) personnel rules and procedures;

iii.) pension plan and any other employee benefit plans or arrangements.

g. Final Voucher

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

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

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and

4. Accounting Procedures

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

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

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or

other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b. The Auditor should be required to meet the following minimum requirements:
 - i.) a current license issued by the New York State Education Department;
 - ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
 - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.
- e. The Contractor must submit to the County a statement in writing, certified by its chief

financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

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

7. Furniture, Fixtures, Equipment, Materials, Supplies

a. Purchases, Rentals or Leases Requiring Prior Approval

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

b. Purchase Practices/Proprietary Interest of County

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.
- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. County's Right to Take Title and Possession

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

d. Inventory Records, Controls and Reports

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment

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

e. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

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

d. Outside Funding for Non-County Funded Activities

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

- i.)** The County is not the Fund Source for the additional services;
- ii.)** Sufficient funding is available for or can be generated by the Contractor to

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

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

g. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for

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

h. Budget

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

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

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

k.. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1

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

employees. All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 which may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may

promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

o. No Limitation On Rights

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

p. Comptroller's Rules and Regulations

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" and "SOP A-07 Amendment 1" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

End of Text for Article V

Article VI

Budget

Town of Riverhead
IIB Residential Repair Program
January 1, 2014 - December 31, 2014

<u>PERSONNEL</u>	<u>27,166.00</u>
Workers	27,166.00
<u>TOTAL</u>	<u>27,166.00</u>
Less Anticipated Income	(850.00)
<u>NET REIMBURSABLE</u>	<u>\$26,316.00</u>

TOWN OF RIVERHEAD

Resolution # 78

**AUTHORIZES FINANCIAL ADMINISTRATOR TO ESTABLISH AND FUND
IMPREST ACCOUNT RELATED TO THIRD PARTY ADMINISTRATOR
PROCESSING AND PAYMENT OF WORKERS COMPENSATION CLAIMS AND
RELATED MEDICAL CLAIMS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #855 adopted on November 7, 2012, authorized the issuance of a Request for Proposals seeking proposals from interested and qualified insurance brokerage companies to meet the Town's property, liability and certain other insurance requirements, including risk assessment and liability related to workers compensation and acting as third party administrator related to such workers compensation claims, and to advise the Town on addressing risk management requirements that are in the best interest of the Town (Insurance Brokerage Services); and

WHEREAS, the Town Financial Administrator, together with the Office of the Town Attorney, did review and evaluate the proposal; and

WHEREAS, after serious consideration and evaluation, the Town Financial Administrator and Town Attorney determined that Arthur J. Gallagher & Co. Risk Management Services, Inc., did submit a responsible bid for the above described services and recommended that the bid be awarded to Arthur J. Gallagher & Co., Risk Management Services, Inc.; and

WHEREAS, the Town Board, by Resolution #971 adopted on December 27, 2012, awarded the bid for Insurance Brokerage Services to Arthur J. Gallagher & Co., Risk Management Services, Inc.; and

WHEREAS, the Town Board, by Resolution # 858 adopted on December 31, 2013, extended the Insurance Brokerage Services to Arthur J. Gallagher & Co. (and Vericclaim) for additional year; and

WHEREAS, Gallagher Bassett Services, Inc., the property/casualty third party administrator acting for and on behalf of Arthur J. Gallagher & Co, has recommended that the Town authorize the creation and funding of an imprest account in the name of Gallagher Bassett to permit Gallagher Bassett to issue payment for worker's compensation claims determined by Gallagher Bassett to be duly demanded, due, and appropriate for payment; and

WHEREAS, Gallagher Bassett Services, Inc. has requested that the Town fund and wire-transfer the amount of \$100,000.00 into a sub-account (No. 3093-7574) to

establish the escrow/imprest balance for the purpose of payment and reimbursement of workers compensation claims and related medical claims filed by Town of Riverhead employees.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Financial Administrator to transfer the sum of \$100,000.00 into an escrow/imprest account and such other funds that may be required to maintain an account balance for the purpose of payment and reimbursement of workers compensation claims and related medical claims filed by Town of Riverhead employees subject to Office of the Town Attorney approval of Professional Services Agreement and Third Party Administrator Service Agreement; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute a Professional Services Agreement with Gallagher Bassett Services, Inc., and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 # 79

AUTHORIZES SUPERVISOR TO EXECUTE AMENDED AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2014 CALENDAR YEAR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution #39 adopted by the Riverhead Town Board on January 22, 2014, the Supervisor was authorized to enter into an agreement with Riverhead Youth Sports, Inc. for referee services for 2014 Girls Lacrosse, 2014 Boys Lacrosse, and 2014 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3000.00 and \$7200.00, respectively; and

WHEREAS, such agreement with Riverhead Youth Sports, Inc. requires an amendment to increase referee fees regarding 2014 Boys Lacrosse from \$3000.00 to \$3500.00; and

WHEREAS, the County of Suffolk PAL creates the football league rosters for numerous towns, including the Town of Riverhead PAL Football League, and requires that all PAL leagues register with Payment Processing, Inc.; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2014 Girls Lacrosse, 2014 Boys Lacrosse, and 2014 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League and in an amount not to exceed \$3000.00, \$3500.00 and \$7200.00, respectively and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**AMENDED AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
RIVERHEAD YOUTH SPORTS, INC.**

THIS AGREEMENT made and entered into this ____ day of February, 2014, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2014 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution # ____ adopted on February 4, 2014, the Town Board authorized the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2014 Girls Lacrosse, 2014 Boys Lacrosse, and 2014 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3000.00, \$3500.00 and \$7200.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

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

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2014 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on February 15, 2014 and expire at the end of the 2014 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$3000.00 for 2014 Girls Lacrosse; \$3500.00 for the 2014 Boys Lacrosse and \$7200.00 for 2014 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

Supervisor

Date

Attest:

Town Clerk

Town Attorney

Riverhead Youth Sports, Inc

Riverhead Youth Sports, Inc President

Date

TOWN OF RIVERHEAD

Resolution # 80

**AWARDS BID FOR 2014 CHEVY TAHOE Z-71 OR EQUIVALENT TYPE VEHICLE
CHIEF CAR WITH COMPLETE CONVERSION FOR USE BY THE
RIVERHEAD AMBULANCE 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 2014 Chevy Tahoe Z-71 Equivalent Type Vehicle Chief Car with Complete Conversion for use by the Riverhead Ambulance District; and

WHEREAS, pursuant to the Notice to Bidders, each proposal must comply with the instructions contained therein and required that all proposals be submitted on or before 11:00 am on December 18, 2013; and

WHEREAS, three (3) responses to the Notice to Bidders were received, opened and read aloud on December 18, 2013 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the Town and the Riverhead Volunteer Ambulance Corp, Inc. did review all proposals and, after serious consideration and evaluation, it was determined that Buzz Chew Chevrolet Cadillac was the lowest responsible bidder and recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac.

NOW THEREFORE BE IT RESOLVED, that the bid for 2014 Chevy Tahoe Z-71 Equivalent Type Vehicle Chief Car with Complete Conversion for the Riverhead Ambulance District be and is hereby awarded to Buzz Chew Chevrolet Cadillac in the amount of \$58,700.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Buzz Chew Chevrolet Cadillac, 656 County Road 39A, Southampton, NY 11968, Riverhead Volunteer Ambulance Corps, Inc., P.O. Box 924, Riverhead, NY 11901, Town Accounting Department and Town Purchasing Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 81

AWARDS BID FOR 2014 CHEVY SUBURBAN Z-71 OR EQUIVALENT TYPE VEHICLE FIRST RESPONDER WITH COMPLETE CONVERSION FOR USE BY THE RIVERHEAD AMBULANCE 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 2014 Chevy Suburban Z-71 Equivalent Type Vehicle First Responder with Complete Conversion for use by the Riverhead Ambulance District; and

WHEREAS, pursuant to the Notice to Bidders, each proposal must comply with the instructions contained therein and required that all proposals be submitted on or before 11:05 am on December 18, 2013; and

WHEREAS, three (3) responses to the Notice to Bidders were received, opened and read aloud on December 18, 2013 at 11:05 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the Town and the Riverhead Volunteer Ambulance Corp, Inc. did review all proposals and, after serious consideration and evaluation, it was determined that Buzz Chew Chevrolet Cadillac was the lowest responsible bidder and recommend that the bid be awarded to Buzz Chew Chevrolet Cadillac.

NOW THEREFORE BE IT RESOLVED, that the bid for 2014 Chevy Suburban Z-71 Equivalent Type Vehicle First Responder with Complete Conversion for the Riverhead Ambulance District be and is hereby awarded to Buzz Chew Chevrolet Cadillac in the amount of \$65,990.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Buzz Chew Chevrolet Cadillac, 656 County Road 39A, Southampton, NY 11968, Riverhead Volunteer Ambulance Corps, Inc., P.O. Box 924, Riverhead, NY 11901, Town Accounting Department and Town Purchasing Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 82

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH AEROS CULTURED OYSTER COMPANY TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

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

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, Aeros Cultured Oyster Company is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Aeros Cultured Oyster Company wishes to install four (4) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, Aeros Cultured Oyster Company has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Aeros Cultured Oyster Company; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Aeros Cultured Oyster Company, P.O. Box 964, Southold, NY 11971, the Office of the Town Attorney and the Office of Accounting; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the day of February, 2014, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Aeros Cultured Oyster Company ("Licensee"), having an address at P.O. Box 964, Southold, New York 11971, a not- for-profit corporation.

W I T N E S S E T H

WHEREAS, Aeros Cultured Oyster Company wishes to utilize Floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to four (4) FLUPSY tanks at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.

2. Term of the License. The term of this License (the "term") shall commence on March 1, 2014 and shall end on December 31, 2014.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, Licensee agrees to accept the licensed properties “as is”.

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the License fee of \$50.00 per month for each FLUPSY installed at the Town’s site for the term of the License, in full. In addition, Licensee agrees to pay metered electric and water charges related to use of the site.

a) The License fee and any other monies payable by the Licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY and to provide educational tours of the facility. The Town of Riverhead shall issue to the Licensee four (4) temporary parking permits to enable Licensee, its employees and agents to gain access to the East Creek Marina for the sole purpose of accessing the FLUPSY dock and tanks located at the northern terminus of the creek. The temporary parking permits shall be limited to the duration of this License Agreement.

6. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The Licensee shall not be permitted to alter the licensed property without the prior permission of the Licensor.

7. Damage to Property on Premises. Licensee agrees that all property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from the elements, electric or fire, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

8. Damage by Casualty. In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then, in such event, at the option of Licensor, this Licensee shall terminate from the date of such damage or destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor, and Licensee shall pay rent only to the time of such surrender. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Lessee within 10 days after such damage or destruction. In case Licensor shall not elect to terminate this License in such event, this

License shall continue in full force and effect and Licensor shall repair the licensed premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of un-tenantability. In either event, Licensee shall remove all rubbish, debris, equipment and other personal property within five days after the request of Licensor. If the licensed premises shall be only slightly injured by fire or the elements, so as not to render the same un-tenantable and unfit for the use described above, then Licensor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the bulkhead, dock or the licensed premises, however the necessity may occur.

9. Insurance. Aeros Cultured Oyster Company further agrees to carry General Liability Insurance and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insured. Aeros Cultured Oyster Company shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Licensor.

10. Indemnity: In addition to the Comprehensive General Liability Coverage set forth in paragraph 9, if applicable Licensee shall carry worker's compensation insurance. Licensee shall indemnify and hold the Licensor, its departments, officers, agents and employees harmless against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the acts, omissions, or use of the licensed property by Licensee, its employees, agents, or invitees.

11. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this License or otherwise transfer the rights set forth in this License, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

12. Compliance with Laws. Licensee shall comply with all laws and ordinances and other public requirements now or later affecting the premises or the use of the premises, and save Licensor harmless from expense or damage resulting from failure to do so.

13. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt

requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York, 11901. If such notice is directed at the Licensee, it shall be addressed to P.O. Box 664, Southold, New York, 11971.

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

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

16. Approval by Town Board. This License is not effective until it is approved by Resolution of the Town Board of the Town of Riverhead.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

AEROS CULTURED OYSTER COMPANY

By: _____
Karen Rivara, President

TOWN OF RIVERHEAD

Resolution # 83

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH EASTERN BAYS COMPANY, INC. TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

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

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, Eastern Bays Company, Inc. is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Eastern Bays Company, Inc. wishes to install four (4) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, Eastern Bays Company, Inc. has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Eastern Bays Company, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Eastern Bays Company, Inc., P.O. Box 1606, Jamesport, NY 11947, the Office of the Town Attorney and the Office of Accounting; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the day of February, 2014, by and between the Town of Riverhead, ("Licensor") having and address at 200 Howell Avenue, Riverhead, New York and Eastern Bays Company, Inc. ("Licensee"), having an address at P.O. Box 1606, Jamesport, New York 11947, a not- for-profit corporation.

W I T N E S S E T H

WHEREAS, Eastern Bays Company, Inc. wishes to utilize floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to four (4) FLUPSY tanks at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.
2. Term of the License. The term of this License (the "term") shall commence on March 1, 2014 and shall end on December 31, 2014.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, Licensee agrees to accept the licensed properties “as is”.

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the License fee of \$50.00 per month for each FLUPSY installed at the Town’s site for the term of the License, in full. In addition, Licensee agrees to pay metered electric and water charges related to use of the site.

a) The License fee and any other monies payable by the Licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY and to provide educational tours of the facility. The Town of Riverhead shall issue to the Licensee four (4) temporary parking permits to enable Licensee, its employees and agents to gain access to the East Creek Marina for the sole purpose of accessing the FLUPSY dock and tanks located at the northern terminus of the creek. The temporary parking permits shall be limited to the duration of this License Agreement.

6. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The Licensee shall not be permitted to alter the licensed property without the prior permission of the Licensor.

7. Damage to Property on Premises. Licensee agrees that all property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from the elements, electric or fire, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, or any other facility, equipment or fixtures or any other cause or act and whether or not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

8. Damage by Casualty. In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then, in such event, at the option of Licensor, this Licensee shall terminate from the date of such damage or destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor, and Licensee shall pay rent only to the time of such surrender. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Lessee within 10 days after such damage or destruction. In case Licensor shall not elect to terminate this License in such event, this

License shall continue in full force and effect and Licensor shall repair the licensed premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of un-tenantability. In either event, Licensee shall remove all rubbish, debris, equipment and other personal property within five days after the request of Licensor. If the licensed premises shall be only slightly injured by fire or the elements, so as not to render the same un-tenantable and unfit for the use described above, then Licensor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the bulkhead, dock or the licensed premises, however the necessity may occur.

9. Insurance. Eastern Bays Company, Inc. further agrees to carry General Liability Insurance and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insured. Eastern Bays Company, Inc. shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Licensor.

10. Indemnity: In addition to the Comprehensive General Liability Coverage set forth in paragraph 9, if applicable Licensee shall carry worker's compensation insurance. Licensee shall indemnify and hold the Licensor, its departments, officers, agents and employees harmless against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the acts, omissions, or use of the licensed property by Licensee, its employees, agents, or invitees.

11. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this License or otherwise transfer the rights set forth in this License , in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

12. Compliance with Laws. Licensee shall comply with all laws and ordinances and other public requirements now or later affecting the premises or the use of the premises, and save Licensor harmless from expense or damage resulting from failure to do so.

13. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt

requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York, 11901. If such notice is directed at the Licensee, it shall be addressed to P.O. Box 1606, Jamesport, New York, 11947.

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

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

16. Approval by Town Board. This License is not effective until it is approved by Resolution of the Town Board of the Town of Riverhead.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

EASTERN BAYS COMPANY, INC.

By: _____
William Raisch

TOWN OF RIVERHEAD

Resolution # 84

**OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND THE
PUBLIC AUTHORITIES LAW IN RELATION TO THE CREATION OF THE PECONIC
BAY REGIONAL TRANSPORTATION AUTHORITY**
(Senate Bill #S.1782/Assembly Bill #A.1329)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the legislature finds that the East End of Long Island possesses a unique infrastructure and population. Local towns and residents have had a longstanding disappointment with the Long Island Rail Road and its inaction and inattentiveness to problems on the East End. It is the goal of this legislation to create a regional transportation authority that is familiar with and can concentrate on local, regional transportation matters. Its purpose will be the continuance, further development and improvement of transportation and other related services; and

WHEREAS, Bill S.1782/A.1329 has been introduced in the New York State Assembly with the intent that such legislative act would create the Peconic Bay Regional Transportation Authority. The Peconic Bay Regional transportation district shall be comprised of the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton, and Southold. The six members of the Authority would be the town supervisors (or their appointed designee) of each of these towns, one of which would be elected chairperson by the members; and

WHEREAS, the Authority will be responsible for the preparation of a plan relating to the continuance, further development and improvement of transportation and other related services of the District. The plan would discuss transportation alternatives including, but not limited to, creation of park and rail facilities, establishment of shuttle trains, addition of more nonstop trains from New York City to the Peconic Bay, and reconfiguration of the county-wide bus system; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature for the creation of the Peconic Bay Regional Transportation Authority; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 28 North Country Road, Mount Sinai, NY, 11766, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; 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 # 85

OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND CHAPTER 399 OF THE LAWS OF 2008 RELATING TO GIVING THE RIVERHEAD TOWN BOARD THE DISCRETION TO CHANGE SPEED LIMITS (Senate Bill #S.4577/A.7372)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Senate Bill S.4577/A.7372 has been introduced in the New York State Legislature, which is an act to amend Chapter 399 of the Laws of 2008 relating to giving Westchester County Town Boards the discretion to change speed limits, in relation to giving the Town Board of the Town of Riverhead, County of Suffolk, the discretion to change speed limits, which would permit the Town Board of the Town of Riverhead to set speed limits on all local roads within its jurisdiction; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to amend Chapter 399 of the Laws of 2008 relating to giving Westchester County Town Boards the discretion to change speed limits, in relation to giving the Town Board of the Town of Riverhead, County of Suffolk, the discretion to change speed limits, which would permit the Town Board of the Town of Riverhead to set speed limits on all local roads within its jurisdiction; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 28 North Country Road, Mt. Sinai, NY, 12247, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; the Riverhead Chief of Police and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 86

**RATIFIES AGREEMENT FOR FILMING WITH LADY
PRISON PRODUCTIONS, INC.**

(Utilize parking police personnel and police cars
for "Orange is the New Black" series)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby ratifies execution of the Location Agreement (copy attached herewith) between the Town of Riverhead and Lady Prison Productions, Inc. in connection with the utilization of Town of Riverhead property, as well as police personnel for filming of the "Orange is the New Black" series; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Lauri Pitkus, Lady Prison Productions, Inc., Kaufman Astoria Studio, 34-12 36th Street, 3rd Floor, Brooklyn, New York 11222; 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

LOCATION AGREEMENT

PICTURE TITLE: ORANGE IS THE NEW BLACK

PROPERTY OWNER:
TOWN OF RIVERHEAD

PRODUCTION COMPANY:
LADY PRISON PRODUCTIONS, INC

ADDRESS:
200 Howell Avenue
Riverhead, New York 11901

ADDRESS :
Kaufman Astoria Studio
34-12 36th Street, 3rd Floor
Brooklyn, New York 11222

PHONE: (631) 727-3200
FAX: (631) 727-6152

PHONE: (718) 706-4242
FAX: (415) 505-9107

Our signatures in the spaces provided below, will confirm the following agreement between the Property Owner ("Owner") and above named production company ("Company") regarding use of the Premises described below in connection with the production of the above motion picture photoplay hereinafter referred to as "The Photoplay". This agreement sets forth the entire understanding between Owner and Company and may not be altered except by another written agreement signed by both Owner and Company.

1. Owner hereby grants to the Company exclusive right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as we deem necessary, for and in connection with the production of the Photoplay, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.) Owner shall provide five (5) police officers and five (5) police vehicles for intermittent traffic control and closure of the premises to allow the production of the Photoplay. The Agreement is contingent upon the State of New York agreeing to intermittent traffic control of East Main Street (State Road 25). The Owner shall not be held liable in the event that the State of New York does not consent to intermittent traffic control of East Main Street prior to production of the Photoplay.
2. The term "the Premises" as used herein refers to the premises located at:
 - a) Sidewalk areas, parking stalls along north and south side of East Main Street, from Benjamin Place on the west to East Avenue on the East subject to DOT approval; and
 - b) Portion of Parking lot northerly of Suffolk Theatre, together with access to and egress from said Premises (as shown on Exhibit A attached hereto).
3. The term hereof ("The Term") shall commence on January 30, 2014 at 7:00 o'clock p.m. and shall continue until January 31, 2014 at 7:00 o'clock p.m. for purposes of access to parking lot as depicted on Exhibit A. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at

reasonable times and with reasonable notice to the owner and/or agent. Police personnel shall be made available on January 31, 2014 from 7:00 o'clock a.m. to 12:00 o'clock p.m.

4. Owner hereby represents and warrants that:
 - a) Owner has the right authority to make and enter into this Agreement and to grant Company rights set forth herein;
 - b) the consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises except as outlined herein;
 - c) the undersigned will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
 - d) there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.

5. As compensation for our use of the Premises, police personnel and police vehicles during the Term, Company shall pay Owner upon signing this agreement and prior to our entry based on the following rates:

- a) License/film permit fee for use of parking lots: \$ 400.00;
- b) Traffic control/police assistance fee: \$4,250.00 (see below)

\$170.00 per hour per police officer and one police vehicle
x five (5) police officers & 5 police vehicles = \$850.00 per hours for
maximum of five (5) hours = \$ 4,250.00 (Two thousand two hundred fifty and
00/100 dollars)

Payment of \$4,650.00 shall be made to the "Town of Riverhead" which sum is due upon Company signing this agreement.

The Company has been advised that the Owner was required to bring in five (5) police officers on recall and under the current collective bargaining agreement with the police, the Owner will be required to pay a minimum of four (4) hours recall pay to the police officers regardless of time worked, and as such the sum above shall be the minimum amount due hereunder.

6. Nothing herein shall obligate Company to photograph, to use such photography, or to otherwise use the Premises, but Company reserves the right to complete any photography or other recordings commenced on the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Photoplay and any other photoplay produced by us or by others except that Company may not use any images of the police personnel and/or the police vehicles. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the

purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions.

7. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Company of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, Company shall remove from the Premises all structures, equipment and other materials placed thereon by Company.
8. The Company will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. The Company agrees to hold Owner safe and harmless and to indemnify Owner for damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any and all liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by Company's negligence in connection with Company's use of the Premises. In connection therewith, the Owner agrees to submit to Company in writing, within five (5) days after the expiration of the Term (including any additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which the Company is responsible, and Owner shall permit the Company representatives to inspect the property so damaged.
9. The Owner hereby agrees to indemnify and hold Company, its licensees, successors, assigns, its and their employees, agents, officers, and suppliers free and harmless from and against any and all loss, costs, liability, damages, claims, demands, action or cause of action, and expenses (including, but not limited to, attorneys' fees) of any nature arising from, growing out of, or concerning: (a) any breach of agent or owner of any of the above warranties or any provision of this Agreement; and (b) any accidents, injuries, death or other damage directly caused by the negligence of the Owner.
10. Owner hereby acknowledges that neither Owner nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against Company or any other party arising out of any use of said photography. Owner hereby grants to Company, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay and the advertising and promotion thereof in such manner and to such extent as Company desires in its sole discretion. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the premises, in perpetuity throughout the universe. Company may not use any images of the police personnel and/or the police vehicles.

11. The sole right as to any breach or alleged breach hereunder by Company shall be the recovery of money damages, if any, and the rights herein granted by Owner shall not terminate by reason of such breach. In no event may Owner terminate this agreement or obtain injunctive or other equitable relief with respect to any breach by the Company of obligations hereunder.

LADY PRISON PRODUCTIONS, INC.

By: Lawri Pittors

Name: Lawri Pittors

Title: Location Manager

TOWN OF RIVERHEAD

By: Sean M. Walter

Name: Sean M. Walter

Title: Town Supervisor

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

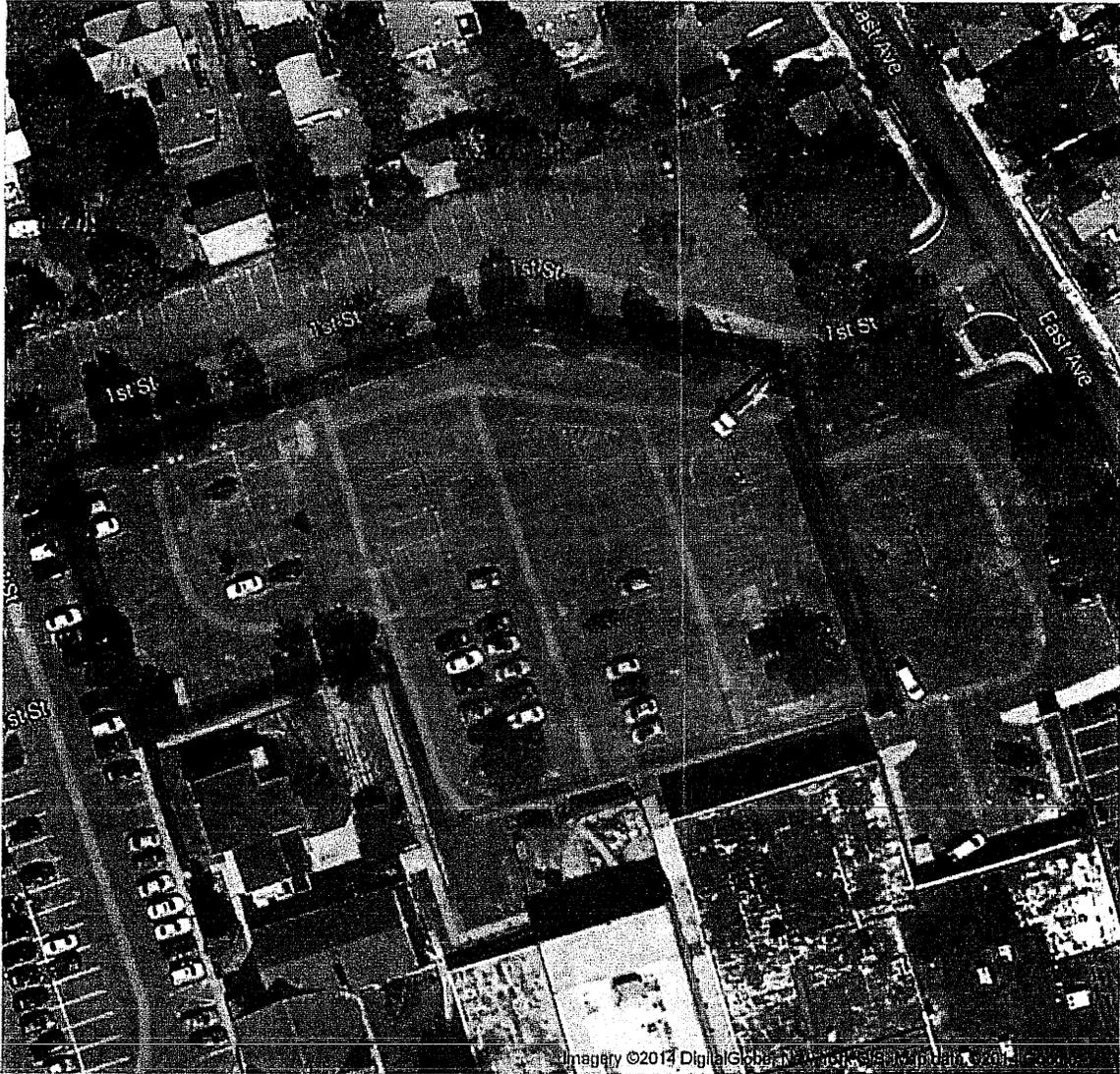


Exhibit "A"

TOWN OF RIVERHEAD

Resolution # 87

RATIFIES AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR NEW, ON-ISLAND, RENEWABLE CAPACITY AND ENERGY

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Town of Riverhead seeks proposals for New, On-Island, Renewable Capacity and Energy as more fully described in LIPA Request for Proposals (“280 MW of New, On-Island, Renewable Capacity and Energy Issued October 18, 2013and due March 31, 2014”); and

WHEREAS, the intention of the Town is to enter into a lease agreement or contract for sale of property with a qualified firm that will develop a Renewable Energy System as defined by and which includes criteria set forth in NY PSC Order, Case 03-E-0188 (see reference in LIPA RFP § 2.1 “Product Definition”) at various Town-owned properties; and

WHEREAS, the Town of Riverhead seeks authorization to publish and post a notice to bidders for proposals for New, On-Island, Renewable Capacity and Energy.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies authorization for the issuance of a Request for Proposals for New, On-Island, Renewable Capacity and Energy; and be it further

RESOLVED, that the Town Board ratifies authorization for the Town Clerk to publish and post the following public notice in the January 30, 2014 issue of the News-Review; 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

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **February 27, 2014 at 11:00 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **New, On-Island, Renewable Capacity and Energy**.

Specifications and guidelines for submission of proposals are available on the Town website at www.townofriverheadny.gov, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **February 3, 2014**.

Due to the scope of work for this Lease/Contract, the Town is scheduling a **Mandatory Pre-Bid Meeting and Inspection for February 10, 2014 at 9:30 am** at the Riverhead Town Hall, Town Board Meeting Room, 200 Howell Avenue, Riverhead, New York. Site visit to follow. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. The failure to attend the Mandatory Pre-Bid Meeting & Inspection will result in disqualification of the bidder

Each proposal must be submitted in a sealed envelope clearly marked "**New, On-Island, Renewable Capacity and Energy**" Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on February 27, 2014**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

TOWN OF RIVERHEAD

Resolution # 88

**AWARDS BID FOR WATER SERVICE MATERIALS
FOR USE IN THE 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 water service materials; and

WHEREAS, bids were received, opened and read aloud on the 30th day of December, 2013, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT RESOLVED, that the bid for water service materials be and is hereby awarded per the attached bid summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763; Joseph G. Pollard Co., Inc., 200 Atlantis Avenue, New Hyde Park, New York, 11040; T. Mina Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742; 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

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
1	Ford ¾" F1000-3 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal			\$ 27.60
2	Ford 1" F1000-4 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.			\$ 41.74
3	Ford 1½" FB1000-6 ballcorp taper thread inlet by pack joint outlet for copper or plastic tubing (CTS)			\$ 120.33
4	Ford 2" FN1000-7 ballcorp awwa/cc taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.			\$ 199.01
5	Ford 2" FB1100-7 ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal			\$ 199.01
6	Ford ¾" F600-3 AWWA/CC taper thread inlet by flared copper outlet, or equal.			\$ 25.66
7	Ford 1" F600-4 AWWA/CC taper thread inlet by flared copper outlet, or equal.			\$ 39.21
8	Ford ¾" L02-33 quarter bend female copper thread by flare copper (less nuts), or equal.			\$ 13.94
9	Ford ¾" L02-33S quarter bend female copper thread swivel nut by flare copper, or equal.			\$ 22.33
10	Ford 1" L02-44 quarter bend female copper thread by flare copper (less nuts), or equal.			\$ 22.00
11	Ford 1" L02-44S quarter bend female copper tread swivel nut by flare copper, or equal.			\$ 31.53
12	Ford ¾" L04-33S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.			\$ 25.38
13	Ford 1" I04-44S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.			\$ 34.60
14	Ford 6" F202-(669, 690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 33.71
15	Ford 8" F202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 37.81
16	Ford 10" F202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 47.56
17	Ford 12" F202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*			\$ 59.38
18	Ford 6" FC202-(669,690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 60.39
19	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 71.24
20	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 86.33
21	Ford 12" FC202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*			\$ 95.36
22	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3"x 4") 180 degrees. In addition, pit wall thickness should be no more than .7" and no less than .3"		\$ 140.16	
23	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".		\$ 358.49	
24	Ford A4-T ductile iron meter pit cover, or equal.		\$ 102.86	
25	Ford MC-36-T large meter pit cover, or equal.		\$ 364.38	
26	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket			\$ 14.30
27	Ford ER25AW 2½" elevator ring for a and wabash covers, or equal.			\$ 30.60
28	Ford ER4AW 4" elevator ring for a and wabash covers, or equal.			\$ 48.38
29	Ford MC-24-TT large monitor cover			\$ 327.34
30	Heavy duty frames & covers (see attached spec sheet)	\$ 178.80		

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
31	Ford Y501 iron yoke bar for 5/8" meter size, or equal.			\$ 9.19
32	Ford Y503 iron yoke bar for 3/4" meter size, or equal.			\$ 10.95
33	Ford Y504 iron yoke bar for 1" meter size, or equal.			\$ 17.34
34	Ford EC-1 5/8" standard expansion connection, or equal.			\$ 14.93
35	Ford EC-23 3/4" standard expansion connection, or equal.			\$ 16.91
36	Ford EC-4 1" standard expansion connection, or equal.			\$ 28.41
37	Ford AV92-313W angle yoke key valve 3/4" size x 3/4" flare copper x 5/8" meter, or equal.			\$ 27.61
38	Ford AV92-323W angle yoke key valve 3/4" size x 3/4" flare copper x 3/4" meter, or equal.			\$ 27.61
39	Ford AV92-444W angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.			\$ 42.51
40	Ford AV94-313W angle yoke key valve 3/4" size x 3/4" pack joint (CTS) x 5/8" meter, or equal.			\$ 28.41
41	Ford AV94-323W angle yoke key valve 3/4" size x 3/4" pack joint (CTS) x 3/4" meter, or equal.			\$ 28.41
42	Ford AV94-444W angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.			\$ 44.91
43	Ford HA91-313D angle check valve for yokes 3/4" size x 5/8" meter x 3/4" FIP, or equal.			\$ 35.44
44	Ford HA91-444D angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.			\$ 40.61
45	Ford HA92-313d angle check valve for yokes 3/4" size x 5/8" meter x 3/4" flare copper, or equal			\$ 41.40
46	Ford HA92-323d angle check valve for yokes 3/4" size x 3/4" meter x 5/8" flare copper, or equal.			\$ 41.40
47	Ford B22-333 ball valve curb stop 3/4" size x 3/4" x 3/4" flare copper both ends, or equal.			\$ 56.63
48	Ford B22-444 ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.			\$ 78.23
49	Ford B44-333 ball valve curb stop 3/4"x3/4"x3/4" pack joint for CTS, ro equal			\$ 55.89
50	Ford B44-444 ball valve curb stop 1"x1"x1" pack joint for CTS, ro equal			\$ 84.01
51	Ford B44-666 ball valve curb stop 1 1/2" size x 1 1/2" x 1 1/2" pack joint for copper or plastic (CTS), or equal.			\$ 201.04
52	Ford B44-777 ball valve curb stop 2" size x 2" x 2" pack joint for copper or plastic (CTS), or equal.			\$ 282.64
53	Ford A14 meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.			\$ 17.23
54	Ford C44-33 pack joint coupling 3/4" x 3/4", or equal.			\$ 15.41
55	Ford C44-34 pack joint coupling 3/4" x 1", or equal.			\$ 17.90
56	Ford C44-44 pack joint coupling 1" x 1", or equal.			\$ 17.63
57	Ford C44-66 pack joint coupling 1 1/2" x 1 1/2", or equal.			\$ 58.98
58	Ford C44-77 pack joint coupling 2" x 2", or equal.			\$ 79.61
59	Ford C45-33 pack joint coupling 3/4" CTS x 3/4" IP, or equal.			\$ 17.05
60	Ford C45-34 pack joint coupling 3/4" CTS x 1" IP, or equal.			\$ 23.54
61	Ford C45-43 pack joint coupling 1" CTS x 3/4" IP, or equal			\$ 19.18
62	Ford C45-44 pack joint coupling 1" CTS x 1" IP, or equal.			\$ 22.89
63	Ford C45-45 pack joint coupling 1" CTS x 1 1/2" IP, or equal.			\$ 28.63
64	Ford C38-23-2.5 straight meter coupling, 5/8" x 3/4" and 3/4" meters x 3/4" MIPT, or equal			\$ 8.21

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
65	Ford C38-11-2.375 straight meter coupling, 5/8" meter x 1/2" MIPT, or equal			\$ 7.23
66	Ford C38-44-2.625 straight meter coupling 1" meter x 1" MIPT, or equal			\$ 12.65
67	Ford T444-333 3/4" CTS x 3/4" CTS, service tee pack joint, or equal			\$ 37.29
68	Ford T444-444 1" CTS x 1" CTS service tee pack joint, or equal			\$ 39.90
69	Ford T444-666 1 1/2" x 1 1/2" x 1 1/2" service tee pack joint, or equal			\$ 88.98
70	Ford T444-777 2" x 2" x 2" service tee pack joint, or equal			\$ 217.13
71	Ford C28-44 flared copper coupling 1" to 1" MIP thread, or equal.			\$ 16.08
72	Ford C02-43 1" female copper thread to 3/4" flare copper, or equal.			\$ 16.86
73	Ford C02-34 two-piece increasers 3/4" female copper thread x 1" flare copper, or equal.			\$ 17.03
74	Mueller H-15403 3/4" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 15.41	
75	Mueller H-15403 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 16.82	
76	Mueller H-15403 1 1/2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 59.29	
77	Mueller H-15403 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.		\$ 80.07	
78	Mueller N-35428 3/4" MIP inlet x Mueller 110 compression connection CTS 3/4" outlet, or equal.		\$ 51.72	
79	Mueller N-35428 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.		\$ 52.65	
80	Mueller N-35071 3/4" insulated straight service connection 3/4" female copper flare x 3/4" CTS outlet, or equal.		\$ 54.19	
81	Mueller N-35071 1" insulated straight service connection 1" female copper flare x 1" CTS outlet, or equal T Mina corrected description to: Mueller DN35428N ... male IP		\$ 52.65	
82	Mueller P-15381 1 1/2" X 1 1/2" X 1" service tee pack joint connection for CTS O.D., or equal.	\$ 87.39		
83	Mueller P-15381 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal.		\$ 224.98	
84	Mueller P-15343 1" X 1 1/2" two branch-body pack joint connection for CTS O.D. tubing, or equal.		\$ 77.55	
85	Mueller H-15343 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal		\$ 90.11	
86	Mueller H-15346 1" X 2" three branch fitting, or equal.		\$ 115.13	
87	Ford 6" FS1-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.***			\$ 86.05
88	Ford 8" FS1-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.***			\$ 95.05
89	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.***			\$ 128.23
90	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.***			\$ 148.49
91	Ford 6" FS1-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp***			\$ 103.83
92	Ford 8" FS1-(835, 894, 939, 967) x 15 stainless steel repair clamp ***			\$ 112.16
93	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp***			\$ 152.29
94	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp***			\$ 167.87
95	APAC 6" 40LAS-12-(0635, 0696, 0725, 0750, 0785) all stainless steel single panel repair clamp.****			

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
96	APAC 8" 401AS-12-(0835, 0894,0939,0967,0980) all stainless steel single panel rapair clamp. ****			
97	APAC 10" 401AS-12-(1010, 1050, 1104, 1144, 1180, 1215) all stainless steel single panel repair clamp.****			
98	APAC 12" 401AS-12-(1250, 1302, 1350, 1380, 1410, 1440) all stainless steel single panel repair clamp.****			
99	Ford 6" FC1 ductile iron coupling with gasket and end rings.			\$ 60.80
100	Ford 8" FC1 ductile iron coupling with gasket and end rings.			\$ 81.15
101	Ford 10" FC1 ductile iron coupling with gasket and end rings.			\$ 123.34
102	Ford 12" FC1 ductile iron coupling with gasket and end rings.			\$ 142.31
103	Mueller 6" MFC0659 maxifit pipe coupling.			
104	Mueller 8" MFC0890 maxifit pipe coupling.			
105	Mueller 10" MFC1071 maxifit pipe coupling.			
106	Mueller 12" MFC1240 maxifit pipe coupling.			
107	Mueller 12" MFC1271 maxifit pipe coupling.			
108	Mueller 12" MFC1307 maxifit pipe coupling.			
109	Ford 4" UFR-1300-(S, C)-4 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 19.06
110	Ford 6" UFR-1300-(S, C)-6 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 23.83
111	Ford 8" UFR-1300-(S, C)-8 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 36.88
112	Ford 10" UFR-1300-(S, C)-10 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 69.16
113	Ford 12" UFR-1300-(S, C)-12 uni-flange block buster series 1300 pipe restraint, or equal*****			\$ 73.48
114	Ford 6" UFR1400-DA-6 series 1400 wedge action retainer gland, or equal.			\$ 32.69
115	Ford 8" UFR1400-DA-8 series 1400 wedge action retainer gland, or equal.			\$ 41.70
116	Ford 10" UFR1400-DA-10 series 1400 wedge action retainer gland, or equal.			\$ 63.59
117	Ford 12" UFR1400-DA-12 series 1400 wedge action retainer gland, or equal.			\$ 86.20
118	Ford 6" UFR1400-DA-6-XL series 1400 wedge action retainer gland, or equal.			\$ 43.91
119	Ford 8" UFR1400-DA-8-XL series 1400 wedge action retainer gland, or equal.			\$ 55.04
120	Ford 10" UFR1400-DA-10-XL series 1400 wedge action retainer gland, or equal.			\$ 76.04
121	Ford 12" UFR1400-DA-12-XL Series 1400 wedge action retainer gland, or equal			\$ 96.58
122	Ford 4" ufa200-(S, C)-4 uni-flange adapter flange series 200, or equal.*****			\$ 24.83
123	Ford 6" UFA200-(S, C)-6 uni-flange adapter flange series 200, or equal.*****			\$ 31.88
124	Ford 8" UFA200-(S, C)-8 uni-flange adapter flange series 200, or equal.*****			\$ 44.31
125	Ford 10" UFA200-(S, C)-10 uni-flange adapter flange series 200, or equal.*****			\$ 76.16
126	Ford 12" UFA200-(S, C)-12 uni-flange adapter flange series 200, or equal.*****			\$ 96.85
127	APAC 4" 202-(450 & 510) cast flanged coupling adapter series 202.			
128	APAC 6" 202-(691 & 735) cast flanged coupling adapter series 202.			
129	APAC 8" 202-(911 & 940) cast flanged coupling adapter series 202.			

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
130	APAC 10" 202-(1110 & 1210) cast flanged coupling adapter series 202.			
131	APAC 12" 202-(1320 & 1435) cast flanged coupling adapter series 202.			
132	Smith Blair 4" 274 bell joint repair clamp, or equal		\$ 122.09	
133	Smith Blair 6" 274 bell joint repair clamp, or equal		\$ 134.46	
134	Smith Blair 8" 274 bell joint repair clamp, or equal		\$ 185.79	
135	Smith Blair 10" 274 bell joint repair clamp, or equal		\$ 233.45	
136	Smith Blair 12" 274 bell joint repair clamp, or equal		\$ 252.50	
137	ROMAC 4" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 22.23
138	ROMAC 6" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 26.40
139	ROMAC 8" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 40.09
140	ROMAC 10" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 57.33
141	ROMAC 12" grap-(DI & IP) gripping pipe restrainer.***** kit			\$ 86.29
142	6" MJ retainer kit for di.		\$ 33.95	
143	8" MJ retainer kit for di.		\$ 34.98	
144	10" MJ retainer kit for di.		\$ 57.27	
145	12" MJ retainer kit for di.		\$ 74.45	
146	6" MJ cast iron sleeve, less accessories.		\$ 65.00	
147	8" MJ cast iron sleeve, less accessories.		\$ 106.25	
148	10" MJ cast iron sleeve, less accessories.		\$ 126.88	
149	12" MJ cast iron sleeve, less accessories.		\$ 171.25	
150	6" x 6" x 6" hydrant tee, less accessories.		\$ 120.00	
151	8" x 8" x 6" hydrant tee, less accessories.		\$ 150.63	
152	10" x 10" x 6" hydrant tee, less accessories.		\$ 191.25	
153	12" x 12" x 6" hydrant tee, less accessories.		\$ 217.50	
154	6" mechanical joint with 90° bend, less accessories.	\$ 71.15		
155	6" mechanical joint with 45° bend, less accessories	\$ 57.53		
156	6" mechanical joint with 22° bend, less accessories	\$ 53.22		
157	6" push-on DI pipe C152, specify length (Blackman: 20'/\$1.78 p/f; Pollard: 18'/\$2.35 p/f; T Mina: 18'/\$2.21 p/f)	\$ 21.33		
158	8" push-on DI pipe c152, specify length (Blackman: 20'/\$2.29 p/f; Pollard: 20'/\$3.22 p/f; T Mina: 18'/\$3.03 p/f)	\$ 27.50		
159	10" push-on DI pipe c152, specify length (Blackman: 20'/\$3.53 p/f; Pollard: 20'/\$4.40 p/f; T Mina: 18'/\$4.15 p/f)	\$ 42.31		
160	12" push-on DI pipe c152, specify length (Blackman: 20'/\$4.67 p/f; Pollard: 20'/\$5.29 p/f; T Mina: 18'/\$4.99 p/f)	\$ 56.06		
161	Mueller 6" A-2360 MJ resilient wedge gate valve.		\$ 505.65	
162	Mueller 8" A-2360 MJ resilient wedge gate valve.		\$ 805.34	
163	Mueller 10" A-2360 MJ resilient wedge gate valve.		\$ 1,255.69	
164	Mueller 12" A-2360 MJ resilient wedge gate valve.		\$ 1,588.90	

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
165	Mueller 6" HC-2360-44-d-150 MJ cut-in valve.		\$ 905.05	
166	Mueller 8" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,399.44	
167	Mueller 10" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,269.12	
168	Mueller 12" HC-2360-44-d-150 MJ cut-in valve.		\$ 1,605.89	
169	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with acuagrip foot & 5' bury.		\$ 1,993.41	
170	Mueller Super Centurion 6" hydrant extension kit.		\$ 303.13	
171	Mueller Super Centurion 1' hydrant extension kit.		\$ 352.53	
172	Mueller hydrant repair stems, 4 1/2' MVO (all models)		\$ 126.66	
173	Clow Medalion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.			\$ 1,899.00
174	Clow Medalion 6" hydrant extension kit.			\$ 321.66
175	Clow Medalion 1' hydrant extension kit.			\$ 377.78
176	Kennedy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.			\$ 2,412.38
177	Kennedy 4 1/2" MVO hydrant repair kit			\$ 146.85
178	Kennedy 6" hydrant extension kit.			\$ 170.50
179	Kennedy 1' hydrant extension kit.			\$ 290.81
180	Eddy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.			\$ 2,257.46
181	Mueller Super Centurion 250 fire hydrant breakaway repair kit.		\$ 158.62	
182	Mueller improved fire hydrant breakaway repair kit with brass safety stem coupling.		\$ 158.62	
183	Clow H-2640 fire hydrant breakaway repair kit.			
184	Clow medalion fire hydrant breakaway repair kit.			\$ 122.74
185	6" pipe clamp and washers.		\$ 18.50	
186	8" pipe clamp and washers.		\$ 21.38	
187	10" pipe clamp and washers.		\$ 22.75	
188	12" pipe clamp and washers.		\$ 25.63	
189	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket <u> 50 </u>) - T Mina: \$2.25 ea/\$112.50 for 50		\$ 112.50	
190	Bucket of ductile iron duc-lugs (specify quantity in bucket <u> 50 </u>).		\$ 90.63	
191	3/4" tie bolts			\$ 1.78
192	3/4" x 6' threaded hydrant rod.	\$ 7.45		
193	3/4" threaded rod coupling nut.		\$ 1.13	
194	1" x 100' type "K" copper.		\$ 460.55	
195	3/4" x 100' type "K" copper.		\$ 353.03	
196	3/4" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 103.10		

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
197	1" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 120.25		
198	1 1/2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 255.00		
199	2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 434.70		
200	25 lbs. lead wool (Indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10.00/25 lb).	\$26.00/5lbs		
201	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.		\$ 470.21	
202	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 484.26	
203	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 620.43	
204	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 855.32	
205	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel		\$ 1,024.68	
206	4" full-face flange gasket and bolt kit-1/8" thickness.	\$ 8.83		
207	6" full-face flange gasket and bolt kit-1/8" thickness.	\$ 12.79		
208	8" full-face flange gasket and bolt kit-1/8" thickness.	\$ 15.96		
209	10" full-face flange gasket and bolt kit-1/8" thickness.		\$ 35.36	
210	12" full-face flange gasket and bolt kit-1/8" thickness.			\$ 41.67
211	Reflective fiberglass hydrant flag, plate-mount flat, 64" x .375", reflective red & white color.			\$ 24.17
212	Reflective mini flag, 4" X 5" for .375 shaft, reflective red & white color.			\$ 8.25
213	3/4" CC drill & tap for "Mueller B101" tapping machine.		\$ 154.86	
214	1" CC drill & tap for "Mueller B101" tapping machine.		\$ 205.74	
215	1 3/4" carbide tip hole saw cutter.	\$ 30.00		
216	1/4" carbide tip pilot cutter.	\$ 15.00		
217	Silver reflective paint (price per quart).		\$ 113.13	
218	Orange hydrant paint (Rust-Oleum enamel brush/roll-on only -price per gallon).		\$ 39.94	
219	Markout paint (AWWA blue) 20 oz. cans, or equal		\$ 2.60	
220	MA013922 food-grade anti-seize, 1 lb., or equal		\$ 5.06	
221	SIGMA 1" cast iron valve box riser.	\$ 7.30		
222	SIGMA 2" cast iron valve box riser	\$ 10.50		
223	SIGMA 3" cast iron valve box riser.	\$ 15.00		
224	SIGMA 4" cast iron valve box riser.	\$ 19.20		
225	SIGMA valve box complete with covers & 16" top section (all cast iron), domestic		\$ 54.38	
226	16" ductile iron valve box top flange top section with cover, domestic		\$ 31.44	
227	Domestic valve box covers	\$ 10.90		
228	SIGMA valve box bottom section (cast iron), domestic		\$ 32.50	
229	SIGMA 16" case iron line valve box top section.		\$ 20.81	
230	SIGMA 26" cast iron line valve box top section.		\$ 28.75	

2014 WATER SERVICE MATERIALS BID SUMMARY - Bids opened 12/30/2013

ITEM #	DESCRIPTION	BLACKMAN	JOSEPH G. POLLARD	T MINA
231	Buffalo-type 2 ½" cast iron curb box.		\$ 30.56	
232	Buffalo-type 3" cast iron curb box.			
233	Mueller H-10373 2 ½" repair lids for new style Buffalo-type curb box.		\$ 9.81	
234	Mueller H-10373 3" repair lids for new style Buffalo-type curb box.		\$ 12.78	
235	Mueller H-10374 2 ½" repair lids for new style Buffalo-type curb box.		\$ 9.81	
236	Mueller H-10374 3" repair lids for new style Buffalo-type curb box.		\$ 12.78	
237	Mueller H-10310 curb box complete for 1 ½" x 2" service, or equal	\$ 64.72		
238	CH15535 3/4" copper disk		\$ 1.72	
239	CH15535 1" copper disk		\$ 1.72	
240	Diamond blade for cured concrete, 14" x .125 x 1"		\$ 140.63	
241	Diamond blade for green concrete, 14" x .125 x 1"		\$ 173.75	
242	Diamond blade for DI, 14" x .125 x 1", or equal		\$ 263.38	
243	CST Magnetic Locator, Model 100, or equal		\$ 580.80	

TOWN OF RIVERHEAD

Resolution # 89

2014 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT D – DISTRIBUTION 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 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 January 21, 2014, 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, previously awarded by resolution dated 2/22/12, and extended for the year 2013 by resolution #120 adopted 2/5/13 to Bancker Construction Corp., be and hereby is extended for the calendar year 2014 at the bid amount as set forth in the attached letter dated January 21, 2014, from H2M Group, consulting engineer to the District; and be it further

RESOLVED, that said bid is awarded to Bancker Construction Corp. for a period of the calendar year of 2014 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 a certified copy of this resolution to the above-named contractor; and be further

RESOLVED, that the contract executed by Bancker Construction Corp., as authorized by the Town Board resolution adopted 2/22/12, shall remain in full force and effect. Bancker Construction Corp. shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect; and be it further

RESOLVED, that the Town Board be and does hereby authorized the Water District Superintendent to secure Town of Riverhead purchase order 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



water

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

January 21, 2014

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

**Re: Riverhead Water District
Maintenance and Emergency Services
Contract D - Distribution - Reauthorization
H2M Project No.: RDWD 14-50**

Dear Supt. Pendzick:

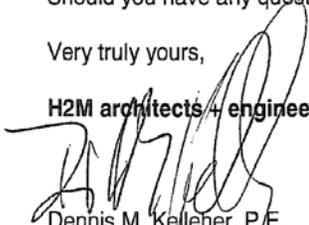
As you know, the Town/District awarded the above referenced contract to Bancker Construction Corp. in 2012. The contract allowed the Town/District the option of extending the contract for two (2) successive one (1) year periods (2013 and 2014).

Noting that the contractor has continued to perform satisfactory in 2012 and 2013, we recommend that the Town authorize the extension of the contract period for another year (January 1, 2014 through December 31, 2014) at a bid price of \$184,251.50.

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

Very truly yours,

H2M architects + engineers


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

Enclosures:

cc: Supervisor Sean Walter
Richard Ehlers, Esq.
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1450 - retain\correspondence\14.01.21 - pendzick - maintenance & emergency services contract d - reauthorization.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

BY: BB or CC

BB

BB

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER				BIDDER							
				BANCKER CONSTRUCTION CORPORATION Islandia, NY		ROADWORK CONSTRUCTION CORPORATION Hampton Bays, NY									
				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	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$600.00	\$1,200.00
2A	Basic minimum emergency mobilization charge	2	EA	\$650.00	\$1,300.00	\$975.00	\$1,950.00	\$985.00	\$1,970.00	\$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	\$120.00	\$1,920.00	\$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	\$157.65	\$1,261.28	\$120.00	\$960.00	\$125.00	\$1,000.00	\$132.00	\$1,056.00
5A	Laborer - Straight time hourly labor rate	16	HR	\$86.51	\$1,384.16	\$90.07	\$1,441.12	\$93.57	\$1,497.12	\$95.00	\$1,520.00	\$100.75	\$1,612.00	\$105.80	\$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	\$128.88	\$2,062.08	\$131.98	\$2,111.68	\$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	\$254.57	\$2,036.56	\$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	\$66.61	\$1,065.76	\$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	\$1,570.00	\$47,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$2,000.00	\$60,000.00	\$2,080.00	\$62,400.00	\$2,162.20	\$64,866.00
14A	Hydrant painting	30	DAYS	\$1,570.00	\$47,100.00	\$1,730.00	\$51,900.00	\$1,800.00	\$54,000.00	\$1,840.00	\$55,200.00	\$1,920.00	\$57,600.00	\$2,028.60	\$60,858.00
15A	Hydrant repair, field	3	DAYS	\$1,570.00	\$4,710.00	\$1,730.00	\$5,190.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	\$2,080.00	\$6,240.00	\$2,162.20	\$6,486.60
16A	Hydrant repair, shop	5	EA	\$70.00	\$350.00	\$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)					\$125,289.84		\$729,894.35		\$135,052.00		\$160,776.00		\$157,592.40		\$154,530.40

1B	Utility truck & tools	16	HR	\$30.00	\$480.00	\$31.00	\$496.00	\$32.00	\$512.00	\$80.00	\$1,280.00	\$83.00	\$1,328.00	\$86.00	\$1,376.00
2B	Backhoe	16	HR	\$105.00	\$1,680.00	\$112.00	\$1,792.00	\$116.30	\$1,860.80	\$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	\$65.00	\$1,040.00	\$67.00	\$1,072.00	\$69.00	\$1,104.00
6B	Traffic control arrow board	2	DAYS	\$175.00	\$350.00	\$185.00	\$370.00	\$195.00	\$390.00	\$100.00	\$200.00	\$105.00	\$210.00	\$108.00	\$216.00
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

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

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER				BIDDER										
				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	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	
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	\$3,500.00	\$17,500.00	
2C-a	Cut-in on existing 6 inch water main	1	EA	\$4,100.00	\$4,100.00	\$4,280.00	\$4,280.00	\$4,430.00	\$4,430.00	\$3,925.00	\$3,925.00	\$3,925.00	\$3,925.00	\$4,125.00	\$4,125.00	\$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	\$4,830.00	\$4,830.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$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	\$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	\$16.00	\$160.00	
6C-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	\$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	\$25.00	\$250.00	\$25.00	\$250.00	
7C-a	Repair 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	\$135.00	\$10,125.00	
8C-a	Repair Suffolk County roads - asphalt base, asphalt top	20	SY	\$135.00	\$2,700.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00	\$150.00	\$3,000.00	\$165.00	\$3,300.00	\$170.00	\$3,400.00	\$170.00	\$3,400.00	
8C-a	Repair 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	\$395.00	\$4,740.00	
8C-b	Repair 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	\$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	\$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	\$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	\$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		\$1,250.00	
SUBTOTAL (SUM OF TOTAL PRICES OF ITEMS 1B THROUGH 11)					\$45,939.00		\$47,525.50		\$49,159.50		\$54,655.00		\$55,562.00		\$55,562.00		\$55,562.00	
TOTAL BID (SUM OF TOTAL PRICES FOR ALL ITEMS)					\$174,238.84		\$177,510.16		\$184,251.50		\$205,451.00		\$215,144.40		\$221,539.48		\$221,539.48	

* Denotes written sublet used, but contains mathematical error

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

TOWN OF RIVERHEAD

Resolution # 90

2014 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT E – ELECTRICAL 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 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 January 21, 2014, 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 ITRESOLVED, that the bid for Maintenance and Emergency Services, Contract E –Electrical, for the Riverhead Water District, previously awarded by resolution dated 2/22/12, and extended for the year 2013 by resolution #121 adopted 2/5/13 to Hinck Electrical Contractor, Inc., be and hereby is extended for the calendar year 2014 at the bid amount as set forth in the attached letter dated January 21, 2014, from H2M Group, consulting engineer to the District; and be it further

RESOLVED, that said bid is awarded to Hinck Electrical Contractor, Inc. for a period of the calendar year of 2014 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 a certified copy of this resolution to the above-named contractor; and be further

RESOLVED, that the contract executed by Hinck Electrical Contractor, Inc., as authorized by the Town Board resolution adopted 2/22/12, shall remain in full force and effect. Hinck Electrical Contractor, Inc. shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect; and be it further

RESOLVED, that the Town Board be and does hereby authorized the Water District Superintendent to secure Town of Riverhead purchase order 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



water

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

January 21, 2014

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

**Re: Riverhead Water District
Maintenance and Emergency Services
Contract E - Electrical - Reauthorization
H2M Project No.: RDWD i4-50**

Dear Supt. Pendzick:

As you know, the District/Town awarded the above referenced contract to Hinck Electrical Contractor, Inc. in 2012. The contract allowed the District/Town the option of extending the contract for two (2) successive one (1) year periods (2013 and 2014).

Noting that the contractor has continued to perform satisfactory in 2012 and 2013, we recommend that the Town authorize the extension of the contract period for another year (January 1, 2014 through December 31, 2014) at a bid price of \$77,600.

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

Very truly yours,

H2M architects + engineers



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

Enclosures:

cc: Supervisor Sean Walter
Richard Ehlers, Esq.
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator

x:\rdwd (riverhead water district) - 10810\rdwd1450 - retainer\correspondence\14.01.21 - pendzick - maintenance & emergency services contract e - reauthorization.docx



CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contract E - Electrical Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

BIDDER		BIDDER	
HINCK ELECTRICAL CONTRACTOR, INC. Behlens, NY		ELDOR CONTRACTING CORPORATION Hollisville, NY	

ITEM NO.	DESCRIPTION	QTY.	UNITS	2012		2013		2014		2012		2013		2014	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Basic minimum (non-emergency) mobilization services 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	\$130.00	\$8,440.00	\$102.40	\$6,553.60
4	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	\$36.00	\$6,144.00	\$99.00	\$6,336.00
5	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	\$130.00	\$2,080.00	\$185.00	\$2,960.00
6	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	\$78.00	\$1,248.00	\$111.00	\$1,776.00
7	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	\$130.00	\$2,080.00	\$185.00	\$2,960.00
8	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	\$78.00	\$1,248.00	\$111.00	\$1,776.00
9	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
10	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	\$73.00	\$1,168.00	\$122.00	\$1,952.00
11	Equipment and materials	1	LS		\$25,000.00		\$30,000.00		\$35,000.00		\$25,000.00		\$30,000.00		\$35,000.00
12	Annual Preventative Maintenance Inspections (17 locations)	1	LS	\$9,900.00	\$9,900.00	\$9,900.00	\$9,900.00	\$9,900.00	\$9,900.00	\$49,000.00	\$49,000.00	\$55,000.00	\$55,000.00	\$83,000.00	\$83,000.00
13	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		\$72,593.00		\$77,500.00		**\$84,370.00		**\$92,296.00		**\$101,194.00

* Denotes inconsistent values between written prices on Pages PB-4 & PB-5
 ** Denotes total price was incorrectly reported as the unit price
 *** 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

BB

BIDDER
WIRE TO WATER, INC.
Farmingdale, NY

ITEM NO.	DESCRIPTION	QTY.	UNITS	2012		2013		2014	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	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
	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

02.04.14
140091

ADOPTED

TOWN OF RIVERHEAD

Resolution # 91

2014 RENEWAL OF BID AWARD 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 January 21, 2014, 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, previously awarded by resolution dated 2/22/12, and extended for the year 2013 by resolution #119 adopted 2/5/13 to Lexington Technologies, be and hereby is extended for the calendar year 2014 at the bid amount as set forth in the attached letter dated January 21, 2014, from H2M Group, consulting engineer to the District; and be it further

RESOLVED, that said bid is awarded to Lexington Technologies for a period of the calendar year of 2014 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 a certified copy of this resolution to the above-named contractor; and be further

RESOLVED, that the contract executed by Lexington Technologies, as authorized by the Town Board resolution adopted 2/22/12, shall remain in full force and effect. Lexington Technologies shall provide written confirmation to the District that existing bonding and insurance remain in full force and effect; and be it further

RESOLVED, that the Town Board be and does hereby authorized the Water District Superintendent to secure Town of Riverhead purchase order 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



water

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

January 21, 2014

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

**Re: Riverhead Water District
Maintenance and Emergency Services
Contract C - Control - Reauthorization
H2M Project No.: RDWD 14-50**

Dear Supt. Pendzick:

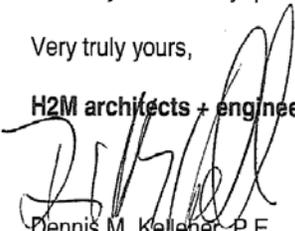
As you know, the District/Town awarded the above referenced contract to Lexington Technologies in 2012. The contract allowed the District/Town the option of extending the contract for two (2) successive one (1) year periods (2013 and 2014).

Noting that the contractor has continued to perform satisfactory in 2012 and 2013, we recommend that the Town authorize the extension of the contract period for another year (January 1, 2014 through December 31, 2014) at a bid price of \$40,755.

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

Very truly yours,

H2M architects + engineers


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

Enclosures:

cc: Supervisor Sean Walter
Richard Ehlers, Esq.
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator



CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: Contrad C - Control Maintenance & Emergency Services

PROJECT NO.: RDWD 11-01

BID DATE: January 27, 2012

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER											
				LEXINGTON TECHNOLOGIES Farmingdale, NY					WIRE TO WATER, INC. Farmingdale, NY						
				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	\$180.00	\$2,880.00	\$180.00	\$2,880.00	\$180.00	\$2,880.00	\$185.00	\$3,120.00	\$185.00	\$3,120.00	\$185.00	\$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	\$185.00	\$3,120.00	\$185.00	\$3,120.00	\$185.00	\$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	\$185.00	\$3,120.00	\$185.00	\$3,120.00	\$185.00	\$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	\$35,505.00	\$35,505.00	\$35,505.00	\$35,505.00	\$35,505.00
9	Annual Preventative Maintenance District Office	1	LS		\$0.00		\$0.00		\$0.00	\$3,945.00	\$3,945.00	\$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	\$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		\$77,265.00		\$77,265.00		\$77,385.00

5% BB or CC

* 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

TOWN OF RIVERHEAD

Resolution # 92

RE-APPOINTS MEMBER TO THE
ZONING BOARD OF APPEALS OF THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED, effective January 1, 2014, Lisa Worthington is hereby appointed as a member of the Town of Riverhead Zoning Board of Appeals for a term of five (5) years through December 31, 2018, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Lisa Worthington, the Zoning Board of Appeals, the Planning Department and the Office of Accounting.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 93

AWARDS BID FOR JANITORIAL SUPPLIES

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 **JANITORIAL SUPPLIES** for the Town of Riverhead and;

WHEREAS, 8 bids were received and opened at 11:00 am on NOVEMBER 7, 2013 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 **JANITORIAL SUPPLIES** for the Town of Riverhead be and hereby is, awarded to **CENTER MORICHES PAPER CO., AND W.B. MASON** for prices on the attached pages.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

W.B.MASON ORDER FORM JANITORIAL 2014

ITEM NO.	DESCRIPTION	UNIT	PACKAGE	BRAND NAME	QUANT.	PRICE	TOTAL
1	ALUMINUM FOIL ROLL 18" X 500' .0009 HFA 51808 OR APPROVED EQUAL	ROLL	IND. ROLL	HFA			0.00
2	3 COMPARTMENT ALUMUNUM PANS W/LIDS HFA 204535250W OR APPROVED EQUAL	CASE	250/CASE	HFA			0.00
3	AMMONIA, QTS-12/CASE AUSTIN 500 OR APPROVED EQUAL	QUARTS	12/CASE	AUSTIN			0.00
4	HEAVY WHITE POLY APRON 24" X 24" TIDI PRODUCTS 418 OR APPROVED EQUAL	CASE	500/CASE	TIDI		98.65	0.00
5	BAG TIES, 4" GREEN TWISTY BEDFORD INDUS. TIPKGB OR APPROVED EQUAL	CASE	2000/CASE	BEDFORD			0.00
6	BAGS, GARBAGE 33" X 39" 16 MICRON HI DENSITY BERRI PLASTICS HR334016N OR APPROVED EQUAL	CASE	250/CASE (NO NOMINAL WEIGHT)	HERITAGE			0.00
7	BAGS, KRAFT GROCERY #6 DURO 650 OR APPROVED EQUAL	BUNDLE	2000/BUNDLE	DURO			0.00
8	BAGS, PLASTIC, FOOD GRADE 1.1 MIL, ALUF PLASTICS 10842P OR APPROVED EQUAL	CASE	500/CASE	ALUF			0.00
9	BAGS, WAXED SANDWICH ATLAS D636 OR APPROVED EQUAL	CASE	6000/CASE	KARICUT			0.00
10	BLEACH 2.7% , AUSTIN 48130 OR APPROVED EQUAL	GALLONS	6/CASE	AUSTIN			0.00
11	HI VOLUME TRIGGER SPRAY HEADS W/9" TUBE, DELTA DR32E OR APPROVED EQUAL			DELTA			0.00
12	SPRAY BOTTLES W/HI VOLUME SPRAYER, DELTA 7600 OR APPROVED EQUAL	EACH	32. OZ.				0.00
13	BOWL, CHINET, OR APPROVED EQUAL, HD PLASTIC, HUHTIMAKI 81212 OR APPROVED EQUAL	CASE	1000/12 OZ./CASE	HUHTIMAKI		44.85	0.00
14	BOWL, CHINET, OR APPROVED EQUAL, HD PLASTIC, HUHTIMAKI 81205 OR APPROVED EQUAL	CASE	1000/5 OZ./CASE	HUHTIMAKI		41.79	0.00
15	BROOM, CORN, HD WAREHOUSE, JANICO 6122 OR APPROVED EQUAL	EACH	EACH	JANICO			0.00
16	BROOM, 18" PUSH, MED BRISTLE, NO HANDLE, PROLINE BRUSH, BRU20168 OR APPROVED EQUAL	EACH	EACH	BOARDWALK			0.00
17	BRUSH, TOILET BOWL, PLASTIC BRISTLE NORSELL 381517391 OR APPROVED EQUAL	EACH	EACH	NORSELL			0.00
18	CARDBOARD LUNCH BOX 9"X5"X4", QUALITY CARTON 954 B OR APPROVED EQUAL	BUNDLE	250/BUNDLE	QUALITY CARTON			0.00
19	HAND SANITIZER DISPENSERS, DEB91107 OR APPROVED EQUAL	CASE	6/CASE	DEB		54.82	0.00
20	DEB SANITIZER 1 LITER BOTTLE, DEB 55857 OR APPROVED EQUAL	CASE	6/CASE	DEB			0.00
21	HAND SOAP, PEARL INOPAK 5011-404 OR OR APPROVED EQUAL	CASE	12/800 ML./CASE	INOPAK			0.00
22	CONTAINERS, DART 4 OZ.SQUAT FOAM, DART 4J6 OR APPROVED EQUAL	CASE	1000/CASE	DART			0.00
23	CLEANSER, COMET OR APPROVED EQUAL	CASE	24/21 OZ./CASE	COMET			0.00
24	CLEANER, EPIC, OR APPROVED EQUAL, SWELL OVEN & GRILL, EPIC 414	CASE	4 GALS/CASE	BOARDWALK		39.67	0.00
25	CUPS, COLD 3 OZ. PAPER, DIXIE 44SQTSC, OR APPROVED EQUAL	CASE	4800/CASE	DIXIE		19.42	0.00
26	CUPS, DART 6 OZ. FOAM, DART 6J6	CASE	1000/CASE	DART		16.69	0.00
27	CUPS, DART, 8 OZ. DART 8J8 OR APPROVED EQUAL FOAM	CASE	1000/8 OZ/CASE	DART		18.77	0.00
28	CUPS, FOAM, EMBOSSED, DART 10KY10 OR APPROVED EQUAL	CASE	1000/10 OZ/CASE	DART		25.28	0.00
29	CUPS, DART, 5 OZ. SOFT PLASTIC, DART 5N25 (OR APPROVED EQUAL)	CASE	2500/5 OZ/CASE	DART			0.00

W.B.MASON ORDER FORM JANITORIAL 2014

ITEM NO.	DESCRIPTION	UNIT	PACKAGE	BRAND NAME	QUANT.	PRICE	TOTAL
30	CUTLERY KITS, IND. WRAPPED FORK/KNIFE/SOUP SPOON/NAPKIN, DIRECT LINK MK241 OR APPROVED EQUAL	CASE		DIRECT LINK			0.00
31	DEODORANT, NON-PARA RIM/BOWL BLOC, ULTRA SOLUTIONS NPROC OR APPROVED EQUAL	DOZEN	DOZEN	ULTIMATE SOLUTIONS			0.00
32	DISINFECTANT, EPIC GUARDALL PINE (OR APPROVED EQUAL)	CASE	4 GAL/CASE	REGENCY		44.83	0.00
33	DISPENSER FOR LURON LOTION SOAP	EACH	EACH	N/A		12.85	0.00
34	CARPET SPOTTER, PEROXIDE BASE, SPARTAN 3137 OR APPROVED EQUAL	CASE	12 QTS/CASE	SPARTAN		29.67	0.00
35	DUST MOP REFILL 36" X 5" , O'CEDAR 96036 OR APPROVED EQUAL	CASE	12/CASE	UNISAN			0.00
36	FANTASTIK , SC JOHNSON 94368 (OR APPROVED EQUAL) SPRAY CLEANER	CASE	12 QTS/CASE	SC JOHNSON			0.00
37	FORKS, HD PLASTIC, DIRECT LINK 11921 OR APPROVED EQUAL	CASE	1000/CASE	DIRECT LINK			0.00
38	GLOVES, BROWN JERSEY, 8 OZ., SAFETY ZONE, GRBCM5C OR APPROVED EQUAL	DOZEN	DOZEN	SAFETY ZONE		98.88	0.00
39	GLOVES, LEATHER PALM W/GAUNTLET, SAFETY ZONE GLRIMNB2 OR APPROVED EQUAL	DOZEN	DOZEN	SAFETY ZONE			0.00
40	GLOVES, RED LINED JERSEY, SAFETY ZONE GJBCM1RL OR APPROVED EQUAL	DOZEN	DOZEN	SAFETY ZONE		178.80	0.00
41	GLOVES, YELLOW FLOCK LINED, SZ. MED., SAFETY ZONE GRFYMD1Z OR APPROVED EQUAL	DOZEN	DOZEN	SAFETY ZONE		2.23	0.00
42	GLOVES, YELLOW FLOCK LINED, SZ. LARGE, SAFETY ZONE GRFYLG1Z OR APPROVED EQUAL	DOZEN	DOZEN	AKERS			0.00
43	GLOVES, LOW DENSITY, POLY, FOOD GRADE DISPOSABLE, S-M-L SAFETY ZONE GDPL, OR APPROVED EQUAL	PACK	2/500 PACK	SAFETY ZONE			0.00
44	HANDWIPIES, KITCHEN, LEGACY 30700 OR APPROVED EQUAL	CASE	200 CASE	LEGACY			0.00
45	LINERS, 38" X 60" 22 MICRON, HI DENSITY BLACK (NO NOMINAL WEIGHT), BERRI PLASTICS HR386022B OR APPROVED EQUAL	CASE	150/CASE	HERITAGE			0.00
46	KNIVES, HD PLASTIC, DIRECT LINK 11922 OR APPROVED EQUAL	CASE	1000/CASE	DIRECT LINK			0.00
47	LIDS, LASTIC, VENTED (FITS DART 6J6 & 4J6), DART 6JL OR APPROVED EQUAL	CASE	CASE	DART		11.97	0.00
48	LIDS, PLASTIC, VENTED (FITS DART 8J8), 8JL OR APPROVED EQUAL	CASE	CASE	DART		12.37	0.00
49	LINERS, BERRI PLASTICS HR303716N 30" X 37", 16 MICRON, HI-DEN CLEAR OR APPROVED EQUAL	CASE	23.4#/CASE	BERRI			0.00
50	LINERS, 24" X 24" 6 MICRON, HI DENSITY NATURAL, ALUF PLASTICS, 2424N OR APPROVED EQUAL	CASE	1000/CASE 8.51#/CASE	ALUF			0.00
51	LINERS, 24" X 33" 6 MICRON, HI DENSITY NATURAL (NO NOMINAL WEIGHT), ALUF PLASTICS 2433N OR APPROVED EQUAL	CASE	1000/CASE/11.15#/CS	ALUF			0.00
52	LINERS, ALUF PLASTICS, 404816N 40" X 48" HI DENSITYH, OR APPROVED EQUAL	CASE	18.46#/CASE	ALUF			0.00
53	LIQUID, EAST END POT & PAN DETERGENT , EPIC 1EASTEND (OR APPROVED EQUAL)	CASE	4 GAL/CASE	BOARDWALK		48.74	0.00
54	MOP BUCKET W/WHEELS, CONTINENTAL 404-3 (OR APPROVED EQUAL)	EACH	44 QUART	CONTINENTAL			0.00
55	MOP HANDLE, SCREW TYPE, CONTINENTAL, 596 (OR APPROVED EQUAL)	EACH	EACH	CONTINENTAL			0.00
56	MOP HEAD, 8 PLY, WIDE BAND, O'CEDAR 97824 OR APPROVED EQUAL	EACH	24 OZ. 8 PLY	O CEDAR			0.00
57	MOP HEAD, MED BLEND, LOOPED, WIDE BAND, O'CEDAR 97176 OR APPROVED EQUAL	EACH	EACH	GOLDEN STAR			0.00
58	MOP HEAD, 32 OZ., 8 PLY WIDE BAND, O'CEDAR 97832 OR APPROVED EQUAL	CASE	12/CASE	O CEDAR		2.77	0.00

W.B.MASON ORDER FORM JANITORIAL 2014

ITEM NO.	DESCRIPTION	UNIT	PACKAGE	BRAND NAME	QUANT.	PRICE	TOTAL
59	MOP, YACHT, 16 OZ.,UNISAN 116C OR APPROVED EQUAL	CASE	6/CASE	UNISAN		39.88	0.00
60	NAPKINS, LUNCH, 1 PLY 13X13,METROPAPER LNAP12500 OR APPROVED EQUAL	CASE	6000/CASE	BOARDWALK			0.00
61	FLOOR FINISH RESTORER,SPARTAN 4330 OR APPROVED EQUAL	PAIL	5/GAL PAIL	SPARTAN			0.00
62	PADS, BRILLO,CONTINENTAL 29404 (OR APPROVED EQUAL)	CASE	12/10'S CASE	BRILLO			0.00
63	PADS, STEEL WOOL, KARIOUT 1400602 OR APPROVED EQUAL	BOX	12/BOX	KARIOUT			0.00
64	PADS, 3M FLOOR (OR APPROVED EQUAL) 20" BLACK STRIPPING #7200,OR APPROVED EQUAL	CASE	5/CASE	CONTINENTAL			0.00
65	PADS, 3M (OR APPROVED EQUAL)FLOOR,20" RED BUFFING #5100	CASE	5/CASE	CONTINENTAL			0.00
66	PADS, 3M (OR APPROVED EQUAL) FLOOR, 17" RED BUFFING #5100	CASE	5/CASE	CONTINENTAL		25.82	0.00
67	PADS, 3M (OR APPROVED EQUAL), 17" BLACK STRIPPING, #7200	CASE	5/CASE	CONTINENTAL		25.82	0.00
68	PLACEMATS, EMBOSSED, WHITE,HOFFMASTER 6014SE1014 OR APPROVED EQUAL	CASE	1000/CASE	HOFMASTER		15.98	0.00
69	PLATES, WHITE CLAY COATED SPIRAL,PLASTIFUN 91010 OR APPROVED EQUAL	CASE	1000/CASE	PLASTIFUN			0.00
70	PLATES, 10.25" STERLING COMPARTMENT HD PLASTIC,71300 OR APPROVED EQUAL	CASE	CASE	STERLING			0.00
71	PLATES, 9" STERLING HD PLASTIC,70900 OR APPROVED EQUAL	CASE	500/ CASE	STERLING			0.00
72	PLATES, 6" CHINET,HUHTIMAKI,81206 OR APPROVED EQUAL, HD PLASTIC	CASE	1000/CASE	STERLING			0.00
73	POLISH, STAINLESS STEEL, AEROSOL, EPIC SWELL EP1306-12(OR APPROVED EQUAL)	CASE	12/CASE	BOARDWALK		45.37	0.00
74	SALAD HINGED CONTAINERS,GENPAK AD12,OR APPROVED EQUAL	CASE	200/12 OZ. CASE	GENPAK			0.00
75	SALAD, HINGED24 OZ. CONTAINERS, DOMED LIDS,GENPAK AD24F OR APPROVED EQUAL	CASE	24 OZ./200/CASE	GENPAK			0.00
76	SANITARY NAPKINS, MAXITHINS	CASE	250/CASE	HOSPECO			0.00
77	DELIMER, GALLONS,SPEEDY CHEM 553A OR APPROVED EQUAL	CASE	4/CASE	SPEEDYCHEM		78.89	0.00
78	SOAP, JOY,PROCTOR & GAMBLE 45114 (OR APPROVED EQUAL), DISH DETERGENT	CASE	8/38 OZ./CASE	JOY			0.00
79	SOAP, LURON HAND & BODY,DIAL 84050 (OR APPROVED EQUAL)	CASE	8/CASE	DIAL			0.00
80	INDUSTRIAL STRENGTH AEROSOL BASEBOARD STRIPPER, (SPARTAN 6097 OR APPROVED EQUAL)	CASE	12/18OZ./CASE	SPARTAN		45.69	0.00
81	INDUSTRIAL STRENGTH AEROSOL DUSTMOP/CLOTH TREATMENT (SPARTAN 6099 OR APPROVED EQUAL)	CASE	12/CASE	BOARDWALK		45.69	0.00
82	INDUSTRIAL STRENGTH AEROSOL TNT TUB & TILE CLEANER, SPARTAN 6343 OR APPROVED EQUAL	CASE	12/CASE	SPARTAN		37.52	0.00
83	INDUSTRIAL STRENGTH LIQUID AIRLIFT AIR FRESHNER,SPARTAN 3022 OR APPROVED EQUAL	CASE	4 GAL/CASE	SPARTAN		69.98	0.00
84	INDUSTRIAL STRENGTH BH-38 CLEANER/DEGREASER SPARTAN 2038/4 OR APPROVED EQUAL	CASE	12/CASE	SPARTAN		29.48	0.00
85	INDUSTRIAL STRENGTH CLEAN CARGO, HD PRESSURE WASHER CLEANER ,SPARTAN 2047OR APPROVED EQUAL)	55 GALLON	55 GALLON	SPARTAN		398.70	0.00
86	INDUSTRIAL STRENGTH BH-38 CLEANER/DEGREASER,SPARTAN 2038/5 (OR APPROVED EQUAL)	PAIL	5 GALLON/PAIL	SPARTAN		32.98	0.00
87	CDC-10 INDUSTRIAL STRENGTH CLINGING DISINFECTANT,SPARTAN 3210 (OR APPROVED EQUAL)	CASE	12 QTS/CASE	SPARTAN		32.94	0.00

W.B.MASON ORDER FORM JANITORIAL 2014

ITEM NO.	DESCRIPTION	UNIT	PACKAGE	BRAND NAME	QUANT.	PRICE	TOTAL
88	DMQ INDUSTRIAL STRENGTH DAMPMOP NEUTRAL DISINFECTANT CLEANER, SPARTAN 1062-4 (OR APPROVED EQUAL)	CASE	4 GAL/CASE	SPARTAN		33.69	0.00
89	FAST & EASY, SPARTAN 3260 (OR APPROVED EQUAL) INDUSTRIAL STRENGTH HARD SURFACE & GLASS CLEANER	CASE	12 QTS/CASE	SPARTAN		26.92	0.00
90	ON & ON, SPARTAN 4073 (OR APPROVED EQUAL) INDUSTRIAL STRENGTH POLYMER FLOOR FINISH	PAIL	5 GAL/PAIL	SPARTAN		67.95	0.00
91	INDUSTRIAL STRENGTH ON BASE WATER-EMULSION FLOOR SEALER, SPARTAN 5555 OR APPROVED EQUAL	PAIL	5 GAL/PAIL	SPARTAN		58.55	0.00
92	INDUSTRIAL STRENGTH RINSE-FREE FLOORSTRIPPER, SPARTAN 82 OR APPROVED EQUAL	5 GAL.	5 GAL	SPARTAN		47.69	0.00
93	INDUSTRIAL STRENGTH AEROSOL AIRLIFT AIR FRESHENER, SPARTAN 6095 OR APPROVED EQUAL	CASE	CASE	SPARTAN		39.52	0.00
94	INDUSTRIAL STRENGTH CITROSHIELD FURNITURE POLISH, SPARTAN 6120 OR APPROVED EQUAL	CASE	20 OZ/CASE	BOARDWALK		39.52	0.00
95	INDUSTRIAL DISINFECTANT, EPIC GUARDALL PINE (OR APPROVED EQUAL)	CASE	4 GAL/CASE	REGENCY		44.88	0.00
96	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER, SPARTAN 7210 OR APPROVED EQUAL	CASE	12 QTS/CASE	REGENCY		27.62	0.00
97	INDUSTRIAL STRENGTH GLASS CLEANER, SPARTAN 3030 OR APPROVED EQUAL	CASE	4 GALS/CASE	BOARDWALK		22.84	0.00
98	INDUSTRIAL STRENGTH LIQUID HAND CLEANER, SPARTAN 3003 OR APPROVED EQUAL	CASE	4 GALS/CASE	SPARTAN		34.67	0.00
99	INDUSTRIAL STRENGTH PATHMAKER, LO SUDS, FLOOR CLEANER, SPARTAN 1064 OR APPROVED EQUAL	CASE	4/CASE	SPARTAN		32.44	0.00
100	INDUSTRIAL STRENGTH M95, SPARTAN 7115 (OR APPROVED EQUAL) M95 MILD ACID BOWL CLEANER	CASE	12 QTS/CASE	REGENCY		23.52	0.00
101	NABC, SPARTAN 4716 (OR APPROVED EQUAL) INDUSTRIAL STRENGTH NON ACID BATHROOM CLEANER	CASE		SPARTAN		33.47	0.00
102	INDUSTRIAL STRENGTH PD 64 (OR APPROVED EQUAL) DISINFECTANT CLEANER	CASE	4 GAL/CASE	SPARTAN		89.53	0.00
103	INDUSTRIAL STRENGTH SSE, SPARTAN 3035 (OR APPROVED EQUAL) CARPET PRESBRAY/SPOTTER	CASE	QUARTS	SPARTAN		26.87	0.00
104	INDUSTRIAL STRENGTH STERIPHENE II AEROSOL, DISINFECTANT SPRAY, SPARTAN 6081 OR APPROVED EQUAL	CASE	CASE	REGENCY		44.39	0.00
105	ANTIBACTERIAL SURFACE WIPES, ENVIROSERVICE 33803 OR APPROVED EQUAL	CASE	240 CT/12/CASE	ENVIROSERVICE		39.88	0.00
106	TEASPOONS, HD PLASTIC, DIRECTLINK P2TSW OR APPROVED EQUAL	CASE	1000/CASE	DIRECT LINK			0.00
107	TABLECLOTHS, PLASTIC, RED 40" X 100' ROLL, HOFFMASTER 113001 OR APPROVED EQUAL	ROLL	100' ROLL	HOFFMASTER			0.00
108	TABLECLOTHS, PLASTIC, WHITE 40" X 300' ROLL, HOFFMASTER 3030 OR APPROVED EQUAL	ROLL	300' ROLL	HOFFMASTER		12.77	0.00
109	TISSUE, BATHROOM, TORK ADVANCED, SCA TM1616 (OR APPROVED EQUAL) 2 PLY 4.5" X 3.75", 500 ROLL	CASE	96/CASE	ATLAS		52.60	0.00
110	TOWELS, PAPER, HOUSEHOLD, WHITE, TORK, ADVANCED, SCA HB9201 (OR APPROVED EQUAL) 120 ROLL	CASE	120 ROLL/CASE	NO BRAND		39.96	0.00
111	CASCADES TOWELS, 101759 (OR APPROVED EQUAL), PAPER, MULTIFOLD, WHITE	CASE	4000/CASE	HEAVENLY SOFT		21.99	0.00
112	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK 13964 (OR APPROVED EQUAL)	CASE	20/CASE	K CLARK		74.40	0.00
113	TOWELS, PAPER WIPERS, K-CLARK WYPALLS 5701 (OR APPROVED EQUAL) 12X15 WHITE	CASE	1008/CASE	K CLARK		86.84	0.00
114	TOWELS, PAPER WIPERS, K-CLARK SCOTT CLOTH 5930 (OR APPROVED EQUAL) 12X16, 80 BOX	CASE	5 BOX/CASE	KCLARK			0.00
115	TOWELS, PAPER, C-PULL, K-CLARK 1051 (OR APPROVED EQUAL) WHITE 500/ROLL	CASE	4 ROLL/CASE	HEAVENLY SOFT			0.00

W.B.MASON ORDER FORM JANITORIAL 2014

ITEM NO.	DESCRIPTION	UNIT	PACKAGE	BRAND NAME	QUANT.	PRICE	TOTAL
116	TOWELS, 600' ROLL, GEORGIA PACIFIC 28055 OR APPROVED EQUAL	CASE	12 ROLLS/CASE	GP			0.00
117	TRASH CAN DOLLY, CONTINENTAL MFG. 3255 (OR APPROVED EQUAL) BLACK	EACH	EACH	CONTINENTAL		29.60	0.00
118	TRASH CAN 55 GALLON, HUSKEE/BRUTE 5500, CONTINENTAL (OR APPROVED EQUAL) GRAY	EACH	EACH	RUBBERMAID			0.00
119	URINAL SCREEN W.BLOCK, PLASTIC, JANICO 7001 OR APPROVED EQUAL	CASE	12/CASE	HOSPECO			0.00
120	TOWELS, 8" X 800' DISPENSER ROLL, CAREFREE 1864 OR APPROVED EQUAL	CASE	6/CASE	HEAVENLY SOFT			0.00
121	WINDEX, SC JOHNSON 90129 (OR APPROVED EQUAL) AEROSOL	CASE	12/20 OZ.	BOARDWALK			0.00
122	WINDEX, GALLONS, SC JOHNSON 90940 OR APPROVED EQUAL	CASE	4 GAL/CASE	WINDEX			0.00
123	WRAP, FOOD GRADE FILM, 35 GAUGE AEP 30530400/BORDEN (OR APPROVED EQUAL) 18" X 2000'	CASE	CASE	BOARDWALK		15.89	0.00
124	WRINGER, CONTINENTAL SW7, (FITS CNT-404-3 MOP BUCKET) OR APPROVED EQUAL	25 LB.	BAG	CONTINENTAL		85.43	0.00
125	LINERS, GARBAGE, 42" X 47" 2 MIL, INDIVIDUALLY FOLDED, HL PLASTICS 4257XH FLAT BOTTOM, 32.4#, OR APPROVED EQUAL	CASE	CASE				0.00
	TOTAL						0.00

TOWN OF RIVERHEAD

Resolution # 94

**AUTHORIZES NOTICE TO BIDDERS –
SCAVENGER WASTE ROOF REPLACEMENTS –
CONTRACT G – GENERAL CONSTRUCTION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Sewer District, regarding Scavenger Waste Roof Replacements, Contract G-General Construction for the Riverhead Sewer District.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the February 13, 2014 edition of The News Review with regard to receiving bids for Scavenger Waste Roof Replacements, Contract G-General Construction for the Riverhead Sewer District, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders, 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

The Town Board of Riverhead will receive bids for the following contract:

SCAVENGER WASTE ROOF REPLACEMENTS

CONTRACT G - GENERAL CONSTRUCTION

H2M PROJECT NO.: RDSO 13-05

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Thursday, March 6, 2014**, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined and obtained on or after **Thursday, February 13, 2014** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: townofriverheadny.gov and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 95

AWARDS BID FOR POLICE UNIFORMS

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 **POLICE UNIFORMS** for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 11:00 am on JANUARY 29, 2014 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 **POLICE UNIFORMS** for the Town of Riverhead be and hereby is, awarded to **CHARLES GREENBLATT, INC.** for prices on the attached pages.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

U.S.

**IF YOU NEED ADDITIONAL ROOM FOR EXCEPTIONS, FEEL FREE TO INSERT AN
ADDITIONAL PAGE**

ITEM#	DESCRIPTION	COST	EXCEPTIONS
Item #1 Page 8-11 Men's L/S Shirt	45W6986 style #	45.95	none
Item #2 Page 12-14 Men's S/S shirt	85R5886 style #	31.95	none
Item #3 Page 15-18 Women's L/S shirt	102W6986 style #	45.95	none
Item #4 Page 19-22 Women's S/S shirt	185R5886 style #	31.95	none
Item #5 Page 23 Sweater	79086 style #	69.95	none
Item #6 Page 24-27 Men's Trouser	39300 style #	53.95	none
Item #7 Page 28-31 Women's trouser	39350 style #	53.95	none

6.9.

ITEM#	DESCRIPTION	COST	EXCEPTIONS
Item #8 Page 32-35 Men's Trouser	47300 style#	43.95	none
Item 9 Page 36-39 Ladies' Trouser	47300WT style#	43.95	none
Item #10 Page 40-45 Jacket	79900GTX style#	154.95	none
Item #11 Page #46 Base Jacket	VTX 8840 LBK style#	89.95	none
Item #12 Page 47-48 Shell	VTX 8800 LBK style#	135.95	none
Item #13 Page 49-51 Men's Trouser	32236 style#	38.25	none
Item #14 Page 52-54 Women's Trouser	35236 style#	38.25	none
Item #15 Page 55-56 S/S Polo	VTX 4000 series style#	35.75	none
Item #16 Page 57-58 L/S Polo	VTX 4020 series style#	37.95	none
Item #17 Page 59-60 Male Vertx Pants	VTX 8000 series	30.95 30.95	none

ITEM#	DESCRIPTION	COST	EXCEPTIONS
Item #3 (from Addendum No.1) Female Short Sleeve	176R5435 style#	23.15	none
Item #4 (from Addendum No. 1) Male Long Sleeve	35W5435 style#	25.95	none
Item #5 (from Addendum No.1) Male Short Sleeve	85R5435 style#	23.15	none

C-6-

Item #18 Page 61-62 Female Vertx Pants	VTX 8050 series	30.95	none
	style #		

C.G.



TOWN OF RIVERHEAD
Sean M. Walter, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

TOWN OF RIVERHEAD
POLICE UNIFORMS 2014
ADDENDUM #2

This addendum is hereby made a part of the Contract Documents of the above bid for the
Town of Riverhead

:

TOWN OF RIVERHEAD
POLICE UNIFORMS 2014 CONTRACT

The Price Sheet for the following 5 (five) items was erroneously left off the
bid:

ITEM#	DESCRIPTION	COST	EXCEPTIONS
Item #1 (from Addendum No. 1) Boots	87526 ST71C#	88.50	NONE
Item #2 (from Addendum No. 1) Female Long Sleeve	126R5435 ST71C#	25.95	NONE

TOWN OF RIVERHEAD

Resolution # 96

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-3 January 23, 2014 (TBM 2/4/14)			
Fund Name	Fund #	Ckrun Total	Grand Totals
GENERAL FUND	1	1,466,320.36	1,466,320.36
RECREATION PROGRAM FUND	6	2,270.41	2,270.41
HIGHWAY FUND	111	247,621.70	247,621.70
WATER DISTRICT	112	120,266.10	120,266.10
RIVERHEAD SEWER DISTRICT	114	60,568.75	60,568.75
REFUSE & GARBAGE COLLECTION DI	115	33,611.43	33,611.43
STREET LIGHTING DISTRICT	116	14,979.81	14,979.81
PUBLIC PARKING DISTRICT	117	1,694.72	1,694.72
BUSINESS IMPROVEMENT DISTRICT	118	591.92	591.92
AMBULANCE DISTRICT	120	7,891.17	7,891.17
EAST CREEK DOCKING FACILITY FU	122	3,958.98	3,958.98
CALVERTON SEWER DISTRICT	124	3,043.70	3,043.70
RIVERHEAD SCAVENGER WASTE DIST	128	23,459.39	23,459.39
WORKERS' COMPENSATION FUND	173	6,867.04	6,867.04
TRUST & AGENCY	735	3,083,094.28	3,083,094.28
CALVERTON PARK - C.D.A.	914	235.98	235.98
TOTAL ALL FUNDS		5,076,475.74	5,076,475.74

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 # 96

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-4 January 30, 2014 (TBM 2/4/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	001	234,486.86	234,486.86
RECREATION PROGRAM FUND	006	3,317.10	3,317.10
HIGHWAY FUND	111	52,240.19	52,240.19
WATER DISTRICT	112	21,459.03	21,459.03
RIVERHEAD SEWER DISTRICT	114	37,410.93	37,410.93
REFUSE & GARBAGE COLLECTION DI	115	211,948.16	211,948.16
STREET LIGHTING DISTRICT	116	1,642.43	1,642.43
BUSINESS IMPROVEMENT DISTRICT	118	90.98	90.98
AMBULANCE DISTRICT	120	165,017.05	165,017.05
EAST CREEK DOCKING FACILITY FUND	122	248.59	248.59
CALVERTON SEWER DISTRICT	124	1,951.64	1,951.64
RIVERHEAD SCAVENGER WASTE DIST	128	28,824.88	28,824.88
WORKERS' COMPENSATION FUND	173	73,534.55	73,534.55
RISK RETENTION FUND	175	210.00	210.00
GENERAL FUND DEBT SERVICE	384	169,355.30	169,355.30
TOWN HALL CAPITAL PROJECTS	406	19,986.09	19,986.09
CALVERTON SEWER CAPITAL PROJEC	424	36,935.61	36,935.61
TRUST & AGENCY	735	433,355.66	433,355.66
CALVERTON PARK - C.D.A.	914	6,467.27	6,467.27
TOTAL ALL FUNDS		1,498,482.32	1,498,482.32

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 # 97

**AUTHORIZES THE SUPERVISOR TO
EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH CONVERGED TECHNOLOGY GROUP, INC. (CTG)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Converged Technology Group, Inc. (CTG) has proposed to provide professional services for hardware upgrades, Veeam software and installation and implementation of server virtualization together with 360 Assist (3 years), all as outlined in the Price Quote dated January 10, 2014 and comprised of four pages for the sum of \$58,790.41; and

WHEREAS, CTG is an approved New York State Vendor for said professional services.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with CTG for a total sum not to exceed \$58,790.41, which Agreement shall be in substantially the same form annexed hereto; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to CTG, 2990 Express Drive South, Islandia, New York 11749; 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.

There was a motion to consider resolution #97 by Councilman Dunleavy, seconded by Councilman Gabrielsen. Motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

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 _____ of February, 2014 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 Converged Technology Group, Inc., with an office at 2990 Express Drive South, Islandia, NY 11749 (hereinafter referred to as the CONSULTANT"). (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

That Consultant shall provide, at the Town's request, installation and configuration services to scope out and deploy professional services referred to as Phase III – Virtual Server Implementation and as outlined in Price Quote dated January 10, 2014 as follows:

- (a) EMC VNX Upgrades;
- (b) new Cisco UCS Servers and associated peripherals;
- (c) Veeam Software;
- (d) Town of Riverhead Serves Virtualization; and
- (e) Assist360.

The services are outlined in the Price Quote dated January 10, 2014 attached as Exhibit A and made part hereof. All work outlined in this scope of work is to be performed during normal business hours (Monday through Friday, 8:30 A.M. – 5:30 P.M.), with the exception of work which will be performed during the change control windows.

2. TERM OF AGREEMENT

The Agreement shall commence on execution hereof and except for the Assist 360 component shall terminate upon completion of all professional services as outlined in Price Quote dated January 10, 2014, which is annexed hereto and made part hereof, unless terminated sooner as set forth below. Excepted from the above is the Assist360 component, the term of which shall remain in effect for thirty-six (36) months from effective date thereof.

3. PAYMENT

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant a fixed cost consulting services for implementation and knowledge base transfer of LAN Infrastructure Upgrade not to exceed \$58,790.41 in professional services. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Consultant shall not incur any expenses on Town's behalf. 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

In the event that there are any changes to the project scope Town of Riverhead and CTG will have to approve them in writing. 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: Lori Pipczynski, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Kelli Blake, Converged Technology Group, Inc., 2990 Express Drive South, Islandia, NY 11749.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

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 the decision of Town.

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

TOWN OF RIVERHEAD

Converged Technology Group, Inc.

By: Sean Walter

By:

TOWN OF RIVERHEAD

Resolution # 98

**AUTHORIZES AMENDMENT TO ENGINEERING SERVICES AGREEMENT
REGARDING NYS ENVIRONMENTAL FACILITIES CORPORATION**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, H2M Group, as consulting engineer to the Calverton Sewer District, has prepared the attached Proposal for Map and Plan – Facility Plan for Calverton Sewer District.

NOW, THEREFORE, BE IT RESOLVED, that H2M Group is authorized to complete the tasks as outlined in the attached proposal; and

BE IT FURTHER RESOLVED, that the Riverhead Town Clerk shall send certified copies of this resolution to Superintendent Michael Reichel, H2M Group, Frank Isler, Esq.; 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.

There was a motion to consider resolution #98 by Councilman Dunleavy, seconded by Councilman Gabrielsen. Motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

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



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

January 27, 2014

EMAILED

Supervisor Sean M. Walter and Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Calverton Sewer District
Enterprise Park at Calverton
Map & Plan / Facility Plan for Sewer District Extension No. 2
Proposal for Professional Engineering Services
H2M Proposal No.: LP140067**

Dear Supervisor Walter and Town Board:

Pursuant to your request during our meeting of January 15, 2014, H2M architects + engineers (H2M) is pleased to submit this proposal for professional engineering services connected with extension of the Calverton Sewer District to include the subdivision of the lands at Enterprise Park at Calverton.

We propose to prepare one planning document that combines the taxing implication requirements of New York State Town Law with the technical engineering requirements of the New York State Department of Environmental Conservation. The document will be titled **Map & Plan / Facility Plan for Calverton Sewer District Extension No. 2.**¹ We propose this because:

- A. In order to extend the Calverton Sewer District boundaries the Town is required by New York State town law to have prepared a Map & Plan.
- B. In order to upgrade the existing sewage treatment plant to achieve groundwater discharge standards and to expand the capacity to handle the projected 2025 and the ultimate build-out subdivision flows, the New York State Department of Environmental Conservation requires a Facility Plan prepared in accordance with Chapter 10 of the Recommended Standards for Wastewater Facilities (a.k.a. "Ten State Standards").²
- C. Options for expanding the plant under a phased plan must be considered to allow for the development of a tax base to pay down the debt service for the plant's expansion and to technically plan and properly consider a modular approach that minimizes future expansion costs.
- D. This document must address the sewage treatment plant *and* the existing pump stations and gravity sewers. Therefore, the scope of the report goes even further than a typical facility plan because it includes an evaluation of all of the facilities that would be impacted by the additional subdivision flows.
- E. The Facility Plan will be in a form that addresses the design of the upgraded and expanded plant and the design requirements for the groundwater recharge site. The Facility Plan will also address the design of the sewage pump stations to handle tributary flows based on the VHB sewer layout.

¹ A facility plan is the same as an engineering design report.

² The basic plan is to cost effectively achieve groundwater discharge standards of 10 mg/L of total nitrogen so that the plant discharge can be relocated from the current discharge to the Peconic Estuary (via McKay Lake) to a discharge on lands that are located north of the groundwater divide.



SCOPE OF SERVICES

We propose the following scope of services:

1. Comply with the requirements of NYS Town Law regarding the expansion of the sewer district.
2. Comply with the requirements of Chapter 10 of the Ten State Standards specifically for the measures required to upgrade and expand the Calverton Sewage Treatment Plant.
3. Comply with the requirements of Chapter 10 of the Ten State Standards specifically for the measures required to upgrade and expand the existing sewage pumping stations.
4. Assess the impacts that the additional flow will have on the existing gravity sewers.
5. Determine the estimated average daily and peak daily flow to be generated by this subdivision in the year 2025 and ultimate build-out based on information provided by VHB.
6. Determine the build-out flow for the existing district based on current zoning and land use. (The existing sewage treatment plant is currently handling approximately 20,000 to 30,000 gpd. Therefore, a re-assessment of the estimated in-district flow is prudent at this time.)
7. Evaluate proposed locations of required pump station(s) and force main(s) and select a route that will minimize the need for new easements.
8. Evaluate the required STP site requirements for the combined build-out flow of the existing district and the proposed subdivision.
9. We will identify short-term and long-term measures that would be necessary to comply with SPDES permit conditions.³
10. The intention is to allow the tax base to grow so that the upgrade and expansion of the plant is affordable. The report will develop a phased plan for expansion.
11. H2M will evaluate the proposed effluent recharge area and provide a preliminary design layout of the area and heavy equipment access for recharge bed maintenance.
12. A preliminary project cost opinion will be prepared. The project costs will include planning, design, construction and other related soft costs.
13. We will present the information to the Town Board, attend public hearing(s), and project meetings with the Town as may be required to advance the project to the next phase. VHB and H2M will work closely on the continued progression of this project towards its successful conclusion.
14. Using the base map provided by VHB, H2M will show the boundaries of the district expansion. We assume that the metes and bounds description will be prepared by VHB.
15. We assume that the GEIS will address SEQRA for the sanitary facilities.
16. Submit the final report to NYSDEC for expansion of the Sewer District pursuant to the requirements of the SPDES permit.

³ The raw sewage now being discharged to the sewer system is extremely dilute and cannot support the development of a biomass necessary to achieve effluent SPDES requirements.



ENGINEERING FEES

The engineering agreement we currently have with the Town includes use of the American Society of Civil Engineers (ASCE) Fee Compensation Curve for use on capital projects. By agreement, our fees are tied to a percent of the construction cost. This project is and has always been unique. There is a high probability that the project will not be constructed in a typical capital project fashion. The existing plant has capacity and will continue to discharge to McKay Lake until such time as lots are sold and development moves forward or if the Town receives a major grant for the construction. Tax base development will drive the need to upgrade and expand the plant.

Therefore, we propose that the report be prepared on an hourly rate basis with a not to exceed budget of \$89,000. The budget will not be exceeded without prior Town Board approval and would be requested if a major scope change was necessary. The attached two page spreadsheet provides an estimate of the man-hours needed to complete the report based on the scope outlined above.

We propose that a portion of the \$89,000 be deducted when computing the ASCE compensation for the design phase of the project. The portion would be negotiated between the Town and H2M.

As we have experienced for Sewer District Extension No. 1, the initial subdivision plan can be substantially different from the plan that eventually gets approved and filed. We have also had circumstances where the subdivision layout has changed while we were in the process of preparing the document. If for any reason major changes to the basis of report occur, then the engineering costs may have to be adjusted.

Thank you for considering H2M for this very important assignment.

Very truly yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'Frank M. Russo', is written over a horizontal line.

Frank M. Russo, P.E.
Vice President | Director of Wastewater Engineering

Enclosure

cc: John Dunleavy, Councilman (w/encl.)
George Gabrielsen, Councilman (w/encl.)
Jodi Giglio, Councilwoman (w/encl.)
James Wooten, Councilman (w/encl.)
Diane M. Wilhelm, Town Clerk (w/encl.)
Superintendent Michael P. Reichel (w/encl.)
Jill Lewis, Deputy Supervisor (w/encl.)
Richard A. Ehlers, Esq. (w/encl.)

Calverton Sewer District
Map and Plan / Facility Plan for Sewer District Extension No. 2
Table 1

Manhour Projections		Division Director & Project Manager	Project Engineer	Staff Engineer	CADD (Designer)	Manhour Summary
Task #	Task Description					
0	Task Management	8.0	20.0			28.0
1	Town Law for Sewer District Expansion	20.0				20.0
2	Chapter 10 of Ten State Standards for STP	2.0	120.0	24.0	8.0	154.0
3	Chapter 10 of Ten State Standards for Pump Stations	2.0	20.0	60.0	8.0	90.0
4	Gravity Sewer Impacts		4.0	40.0		44.0
5	Flow Determinations	0.5	2.0	10.0		12.5
6	In-District Build-Out Flows	0.5	4.0	20.0		24.5
7	Future Pump Stations & Force Mains	1.0	12.0	20.0		33.0
8	STP Land Area Requirements	0.5	8.0	8.0	4.0	20.5
9	SPDES Compliance Due To Weak Influent	2.5	10.0			12.5
10	Phased Expansion Plan (Build-Out Spreadsheet)	10.0		4.0		14.0
11	Effluent Recharge Area Layout	2.0	12.0	4.0	4.0	22.0
12	Project Cost Opinion for Phased Approach	4.0	40.0	40.0		84.0
13	Town Board Work Sessions and SD Meetings	12.0	4.0			16.0
14	Sewer District Boundary Map Preparation		2.0		6.0	8.0
15	Reference SEQRA from VHB		1.0	4.0		5.0
16	NYSDEC Submission for Expansion	1.0	2.0	4.0		7.0
Total Hours . . .		75.0	270.0	247.0	39.0	640.0

Compensation Estimate Derivation		Division Director & Project Manager	Project Engineer	Staff Engineer	CADD (Designer)	Total Fee
Task #	Task Description					
0	Task Management	\$768.00	\$860.00	\$0.00	\$0.00	\$1,628.00
1	Town Law for Sewer District Expansion	\$1,920.00	\$0.00	\$0.00	\$0.00	\$1,920.00
2	Chapter 10 of Ten State Standards for STP	\$192.00	\$5,160.00	\$732.00	\$191.20	\$6,275.20
3	Chapter 10 of Ten State Standards for Pump Stations	\$192.00	\$860.00	\$1,830.00	\$191.20	\$3,073.20
4	Gravity Sewer Impacts	\$0.00	\$172.00	\$1,220.00	\$0.00	\$1,392.00
5	Flow Determinations	\$48.00	\$86.00	\$305.00	\$0.00	\$439.00
6	In-District Build-Out Flows	\$48.00	\$172.00	\$610.00	\$0.00	\$830.00
7	Future Pump Stations & Force Mains	\$96.00	\$516.00	\$610.00	\$0.00	\$1,222.00
8	STP Land Area Requirements	\$48.00	\$344.00	\$244.00	\$95.60	\$731.60
9	SPDES Compliance Due To Weak Influent	\$240.00	\$430.00	\$0.00	\$0.00	\$670.00
10	Phased Expansion Plan (Build-Out Spreadsheet)	\$960.00	\$0.00	\$122.00	\$0.00	\$1,082.00
11	Effluent Recharge Area Layout	\$192.00	\$516.00	\$122.00	\$95.60	\$925.60
12	Project Cost Opinion for Phased Approach	\$384.00	\$1,720.00	\$1,220.00	\$0.00	\$3,324.00
13	Town Board Work Sessions and SD Meetings	\$1,152.00	\$172.00	\$0.00	\$0.00	\$1,324.00
14	Sewer District Boundary Map Preparation	\$0.00	\$86.00	\$0.00	\$143.40	\$229.40
15	Reference SEQRA from VHB	\$0.00	\$43.00	\$122.00	\$0.00	\$165.00
16	NYSDEC Submission for Expansion	\$96.00	\$86.00	\$122.00	\$0.00	\$304.00
		Total Salary Cost . . .			\$	27,456
		Payroll Cost (1.370 x Total Salary Cost) . . .			\$	37,614
		Overhead & Profit (1.35 x Payroll Cost) . . .			\$	50,779
		Total Estimated Compensation . . .			\$	88,393