

JULY 7, 2015

CDA RESOLUTION LIST:

CDA

Res. #10 Supports Application to New York State Funding to Support EPCAL Bicycle/Pedestrian Path

TOWN BOARD RESOLUTION LIST:

Res. #485 Riverhead Central School District Water Capital Project Budget Adoption

Res. #486 EPCAL Sewer Upgrade Project #20042 Budget Adjustment

Res. #487 Authorizes Funding Application to New York State to Support Enhanced Sewer Infrastructure at West Main Street

Res. #488 Authorizes Funding Application to New York State to Support Enhanced Water Infrastructure at EPCAL Subdivision

Res. #489 Authorizes Acceptance of Suffolk County WQPRP Grant and Issues Negative Declaration

Res. #490 Awards Bid on Used 1998 Oshkosh Chassis Mounted Snow Blower or Equal

Res. #491 Ratifies a Request for a Leave of Absence

Res. #492 Amends Resolution #492 Appoints a Provisional Fire Inspector (Andrew Smith)

Res. #493 Accepts the Resignation of Executive Assistant to the Town Supervisor (Tara McLaughlin)

Res. #494 Ratifies the Appointment of a Temporary Substitute Part-Time Clerk to the Sewer District

Res. #495 Amends Resolution #318 (Leave of Absence John Seus)

Res. #496 Accepts the Resignation of a Part-Time Homemaker

Res. #497 Awards Bid for Automotive Parts

Res. #498 Ratifies the Appointment of a Call-In Park Attendant II to the Recreation Department (Carolyn Carrera)

- Res. #499** Appoints a Call-In Park Attendant II to the Recreation Department (Devyn Standish)
- Res. #500** Ratifies the Appointment of a Call-In Park Attendant to the Recreation Department (Steven Rossin)
- Res. #501** Appoints a Call-In Park Attendant to the Recreation Department (Sara Tucci)
- Res. #502** Ratifies the Appointment of a Seasonal Recreation Aide to the Recreation Department (Amber Nicholson)
- Res. #503** Ratifies the Appointment of a Call-In Recreation Aide to the Recreation Department (Blake Carrara)
- Res. #504** Ratifies the Appointment of a Summer Recreation Aide to the Recreation Department (Katie Finkenagel)
- Res. #505** Ratifies the Appointment of a Fill-In Summer Recreation Aide to the Recreation Department (Joseph Piro)
- Res. #506** Ratifies the Appointment of a Seasonal Lifeguard to the Recreation Department (Kyle Carroll)
- Res. #507** Ratifies the Appointment of a Seasonal Recreation Aide to the Recreation Department (Meghan Davis)
- Res. #508** Appoints Executive Assistant to the Supervisor (Lawrence Levy)
- Res. #509** Setting Terms and Conditions of Employment for Lawrence Levy, Executive Assistant to the Town Supervisor
- Res. #510** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled "Vehicles & Traffic" of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossings; Parking Fields. (Twomey Ave. Intersecting with Riley Ave. & Youngs Ave.)
- Res. #511** Adopts a Local Law Amending Chapter 108 Entitled "Zoning" of the Riverhead Town Code (Article 1. General Provisions. §108-3. Definitions; word usage)

- Res. #512** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVI. Downtown Center 1: Main Street (DC-1) Zoning Use District. §108-298. Uses)
- Res. #513** Amends Resolution #801 of 2014 (Approves the Chapter 90 Application of East End Tourism Alliance/Riverhead Foundation for Marine Research and Preservation – “Paddle Battle Water Race” – July 18, 2015)
- Res. #514** Authorizes the Supervisor to Execute a License Agreement with Riverhead Housing Development Corporation
- Res. #515** Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Which Originated from Property Located in the Town of Riverhead (Perfume Center of America)
- Res. #516** Authorizes the Supervisor to Execute a Professional Services Agreement with Queues Enforth Development Inc.
- Res. #517** Approves Extension to License Agreement with Wadington Realty Corp.
- Res. #518** Authorizes the Supervisor to Execute a License Agreement with East End Arts & Humanities Council Inc. and Samantha Neukirch
- Res. #519** Ratifies Authorization for the Supervisor to Execute an Agreement with Ry-Lecia Corp. D/B/A American Recreational Products Regarding the Purchase and Installation of Playground Equipment and Surfacing Material at Stotzky Park
- Res. #520** Authorizes the Purchase of Cyber Liability Insurance
- Res. #521** Ratifies Authorization for the Supervisor to Execute a Rider Agreement with Nelson, Pope & Voorhis, LLC, Regarding Additional Scope of Services (Creative Place-Making Plan Step 2 BOA Grant Component No. 12)
- Res. #522** Approves Chapter 90 Application of Townscape, Inc. (Riverhead Country Fair – Sunday, October 11, 2015)
- Res. #523** Grants Excavation/Exportation Permit as Provided by Chapter 62 “Excavations” of Riverhead Town Code to Island Water Park Corporation

- Res. #524 Approves the Chapter 90 Application of Garden of Eve, LLC (Long Island Garlic Festival – September 19th & 20th, 2015)**
- Res. #525 Approves Chapter 90 Application of Polish Town Civic Association (“Local Brewery Tasting Event” Fundraiser – July 11, 2015)**
- Res. #526 Ratifies Agreement between Winship Media LLC and the Town of Riverhead**
- Res. #527 Approves Chapter 90 Application of Starfish Junction Productions LLC “Long Island Potato Festival” (Calverton Links – Sunday August 9, 2015)**
- Res. #528 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XIII: Supplementary Use Regulations §108-56.2. Signs, Vacant and Closed Stores)**
- Res. #529 Awards Bid for Annual Diesel Maintenance for the Riverhead Water District**
- Res. #530 Awards Bid for Quick Lube Maintenance for the Riverhead Water District**
- Res. #531 Awards Bid for Well and Pump Testing, Evaluation Reporting and Information Management for the Riverhead Water District**
- Res. #532 Extends Bid Contract for Water Meters and Accessory Equipment for Use in the Riverhead Water District**
- Res. #533 Order Calling Public Hearing Regarding Proposed Extension No. 86 to Riverhead Water District STR Systems, NY**
- Res. #534 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossings; Parking Fields-Middle Road, Intersecting with Manor Road, Calverton)**
- Res. #535 Ratifies the Approval of the Application for Fireworks Permit of Make-a-Wish Foundation (July 6, 2015 – In Support of Tristin Krueger)**
- Res. #536 Pays Bills**

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution #10

**SUPPORTS APPLICATION TO NEW YORK STATE FUNDING TO SUPPORT
EPCAL BICYCLE/PEDESTRIAN PATH**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for project proposals for the Long Island Region that will focus on the development of public facilities for recreation; and

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

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public partners seeks to submit a funding application to develop enhanced recreational infrastructure at EPCAL for residents, visitors, and businesses the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed recreational infrastructure project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop EPCAL in an effort to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

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

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead CDA Board authorizes the submission of a CFA funding proposal to New York State on or before July 31, 2015, for funding to support construction of the EPCAL Pedestrian and Bicycle Path project seeking funding up to \$200,000 with a 50% match in funds of \$250,000 to be provided by Suffolk County; and

BE IT FURTHER RESOLVED, that the Town Clerk shall send a copy of this resolution to Community Development Agency, Engineering Department, Town Accounting Department 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 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

07.07.15
150401

06.02.15 TABLED
07.07.15 UNTABLED
07.07.15 WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 401

GRANTS EXCAVATION/EXPORTATION PERMIT AS PROVIDED BY CHAPTER 62
"EXCAVATIONS" OF RIVERHEAD TOWN CODE TO ISLAND WATER PARK
CORPORATION

Supervisor Walter offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Island Water Park Corporation is the owner of the subject property located at Middle Country Rd, Calverton, New York, further described as Suffolk County Tax Map Number, 0600-135-01-007.34; and

WHEREAS, Island Water Park Corporation has petitioned for an excavation/exportation permit pursuant to Chapter 62 of the Code of the Town of Riverhead for the exportation of 85,898 cubic yard of soils for the creation of a water recreation park as depicted on the Site Plan dated September 26, 2012, prepared by Cramer Consulting Group; and

WHEREAS, the applicant received Site Plan approval by Town Board Resolution #206, dated March 5, 2013, with final Mylar copy signed on March 4, 2015; and

WHEREAS, the applicant has submitted an application for a foundation permit to the Building Department for the northerly building; and

WHEREAS, Michael Christian Simon, P.E., has signed and sealed the Grading & Excavation Plan from the approved Site Plan, dated April 3, 2015, indicating a total of 89,858 cubic yards of soil to be exported from the subject property; and

WHEREAS, the applicant received a Compatible Growth Area Hardship Waiver from the Pine Barrens Commission, dated December 21, 2011 and amended September 18, 2013, for the project; and

WHEREAS, the applicant received New York State Department of Environmental Conservation approval, Permit #1-4730-01022/00002 dated March 6, 2012 and revised May 29, 2014, for the excavation, exportation, and creation of the water park in conformance with the approved Site Plan; and

WHEREAS, the applicant received New York State Department of Transportation approval, Permit #7560 dated September 10, 2014 and extended April 1, 2015, for required right-of-way improvements on State Road 25 associated with the construction of the site entrance and in conformance with the approved Site Plan; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the forgoing, the Town Board hereby grants the grading permit requested by the applicant, such grading permit to authorize the exportation of not more than 85,898 cubic yards of soils in accordance with the application and calculations of Michael Christian Simon, P.E., and in accordance with necessary approvals and permits; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect all permit fees, in the amount of \$171,896 dollars, representing \$2.00 per cubic yard for the exportation of said soils, in addition to a permit fee of \$100.00; be it further

RESOLVED, the Town Board requires a monitor, to be selected in writing by the Town Board and employed during the duration of the permit at expense to the applicant, to observe, keep daily work logs and provide weekly reports to the Town Board the progress of excavation and exportation totals pursuant to §64-2 C; and be it further,

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Island Water Park Corporation, 450A Main St, Port Jefferson, New York 11776; 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 be obtained for the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared **TABLED**

07.07.15

On a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #401 was **UNTABLED**, motion carried by unanimous vote. Simultaneously on a motion by Councilman Dunleavy, seconded by Councilman Wooten, resolution #31 was **WITHDRAWN**. Motion carried by unanimous vote.

TOWN OF RIVERHEAD

Resolution # 485

RIVERHEAD CENTRAL SCHOOL DISTRICT
WATER CAPITAL PROJECT

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, \$55,056.92 and \$56,252.35 has been received from Riverhead Central School District for the installation of water service at 600 Harrison Avenue for the Middle School and 549 Roanoke Avenue for Roanoke Avenue School.

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

	<u>FROM</u>	<u>TO</u>
412.092705.421050.30128 Developer Fees	111,309.27	
412.083200.523002.30128 Service Installation, Middle School		55,056.92
412.083200.523003.30128 Service Installation, Roanoke Ave		56,252.35

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 486

EPCAL SEWER UPGRADE PROJECT #20042

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Sewer is requesting additional funds be transferred to the Calverton Sewer Upgrade Project #20042 for engineering work and grant application engineering services.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Calverton De-nitrification Reserve account:

		<u>FROM</u>	<u>TO</u>
424.000000.499999.20042	Calverton DeNitro Fund Balance	18,676	
424.081300.543504.20042	Prof Svc - Engineering		18,676

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 487

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
ENHANCED SEWER INFRASTRUCTURE AT WEST MAIN STREET**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with recommending funding for project proposals for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

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

WHEREAS, the Town of Riverhead along with additional public and private partners seeks to submit a funding application to develop enhanced sewer infrastructure at West Main Street to service businesses in the Town of Riverhead and Eastern Long Island that will reduce nitrogen loading into the Peconic Estuary; and

WHEREAS, the proposed sewer infrastructure project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop West Main Street in an effort to protect the Peconic Estuary, create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

WHEREAS, the proposed sewer infrastructure project will implement Town of Riverhead goals to protect the Peconic Estuary as well as improve the West Main Street corridor in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a CFA funding proposal to New York State on or before July 31, 2015, for funding to support development of enhanced sewer infrastructure at West Main Street; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 488

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE TO SUPPORT
ENHANCED WATER INFRASTRUCTURE AT EPCAL SUBDIVISION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

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

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

WHEREAS, the Town of Riverhead Community Water District along with additional public and private partners seeks to submit a funding application to develop enhanced water infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed water infrastructure project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop EPCAL in an effort to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

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

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the submission of a CFA funding proposal to New York State on or before July 31, 2015, for funding to support development of enhanced water infrastructure at the Enterprise Park at Calverton; and

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 489

**AUTHORIZES ACCEPTANCE OF SUFFOLK COUNTY
WQPRP GRANT AND ISSUES NEGATIVE DECLARATION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board, as governing body of the Calverton Sewer District has held proceedings to permit the reconstruction of the existing treatment plant to provide treatment meeting groundwater discharge parameters and relocation of the existing outfall from McKay Lake to a 23.9 acre upland parcel, and

WHEREAS, the District has made application to the Suffolk County WQPRP Committee for a grant of \$125,000 to assist in the funding of the relocation of the outfall, which application has been approved.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board, as governing body of the Calverton Sewer District hereby authorizes the Town Supervisor to enter into an intermunicipal agreement with Suffolk County to accept and administer the grant application for "Elimination of the EPCAL Point Source Discharge to the Peconic Estuary" in the amount of \$125,000, and

BE IT FURTHER RESOLVED, that the Full Environmental Form and Staff Report determination that the reconstruction of the treatment plant and relocation of the outfall is an unlisted action pursuant to SEQRA which action will not result in adverse impacts to the environment is accepted and adopted by this Board and a Negative Declaration is issued, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward copies of this resolution to Suffolk County Legislator Al Krupski, Sarah Lansdale, and Frank Isler, Esq.

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 # 490

**AWARDS BID ON USED 1998 OSHKOSH CHASSIS MOUNTED
SNOW BLOWER OR EQUAL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on a Used 1998 Oshkosh Chassis Mounted Snow Blower or Equal for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 9th of June 2015 at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, one bid was received,

NOW THEREFORE BE IT RESOLVED, that the bid for a Used 1998 Oshkosh Chassis Mounted Snow Blower or Equal be and is hereby awarded to Trius Inc., 458 Johnson Avenue, Bohemia, NY 11716 in the amount of \$74,965.00 and

THEREFORE, BE IT FURTHER RESOLVED that the Town Clerk shall provide a copy of this resolution to Trius, Inc. and the Highway Department, and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 491

RATIFIES A REQUEST FOR A LEAVE OF ABSENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Article XLIII of the current contract between the Town of Riverhead and the Riverhead Police Benevolent Association, Inc., Police Officer Thomas W. Condzella has requested a non-paid leave of absence from the Riverhead Police Department commencing June 27, 2015; and,

WHEREAS, after careful consideration, the Town Board has granted a three (3) month non-paid leave of absence.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby ratifies Officer Condzella's request for a non-paid leave of absence from June 27, 2015 through and including September 27, 2015 subject to the following condition(s):

1. To facilitate the proper functioning of the Police Department, the employee shall submit written notice to the Chief of Police of his intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Chief of Police, the Personnel Officer and the Accounting Office.

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 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 # 492

AMENDS RESOLUTION #440

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #440 was approved on June 16, 2015 appointing former Water District Maintenance Mechanic II Andrew Smith to the provisional position of Fire Prevention Inspector effective June 16, 2015; and

WHEREAS, to facilitate a smooth interdepartmental reassignment of personnel, a request was made by the affected Department Heads to delay Mr. Smith's start date until June 29, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby amends the terms of Resolution #440 and makes a provisional appointment of Andrew Smith to the position of Fire Prevention Inspector effective June 29, 2015.

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 # 493

**ACCEPTS THE RESIGNATION OF EXECUTIVE ASSISTANT
TO THE TOWN SUPERVISOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received notification from Tara McLaughlin, Executive Assistant for the Town of Riverhead, of her intent to resign effective close of business July 10, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Tara McLaughlin.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 494

**RATIFIES THE APPOINTMENT OF A TEMPORARY SUBSTITUTE PART-TIME
CLERK TO THE SEWER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a temporary Part-time Clerk is needed in the Sewer District's office to substitute for an existing staff member who is on a leave of absence; and

WHEREAS, Robyn Schneider, an employee in the Tax Receiver's Office, has just concluded similar temporary employment as a Clerk on June 19, 2015.

NOW, THEREFORE, BE IT RESOLVED, that effective June 20, 2015 this Town Board hereby ratifies the appointment of Robyn Schneider to the position of temporary substitute Clerk to the Sewer District at an hourly rate of \$10.25.

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 # 495

AMENDS RESOLUTION #318

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #318 was ratified on May 5, 2015 approving an unpaid military leave of absence for Public Safety Dispatcher John Seus ; and

WHEREAS, the terms of this unpaid leave began on March 30, 2015 and ended on April 30, 2015; and

WHEREAS, PSD Seus has since received additional orders requiring him to serve beyond April 30, 2015, up to and including through July 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Uniformed Services Employment and Reemployment Rights Act, this Town Board hereby extends PSD Seus' military leave of absence through July 31, 2015.

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 # 496

ACCEPTS THE RESIGNATION OF A PART-TIME HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Part-Time Homemaker Elizabeth Sutton tendered her resignation to the Senior Citizen Programs Director effective June 23, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Elizabeth Sutton.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 497

AWARDS BID FOR AUTOMOTIVE PARTS

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 **AUTOMOTIVE PARTS** for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at **2:00 PM on JUNE 5, 2015** 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 **AUTOMOTIVE PARTS** for the Town of Riverhead be and hereby is, awarded to **APPLE AUTOMOTIVE DISCOUNT CENTER 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

BIDDER Apple Automotive Discount Center

AUTOMOTIVE PARTS – AP0215

	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
1.	AIR CONDITIONING PARTS & SUPPLIES	Cooling Depot / Four Seasons	6/17/14	55
2..	BEARINGS/SEALS	BCA / National	8/1/14	65
3.	BELTS & HOSES	Gates	6/16/14	70
4.	BRAKE CALIPERS	Nastra		65
5.	BRAKE HYDRAULICS	Dorman Wagner	6/2/14 6/12/12	65 70
6.	BRAKE PARTS – ROTORS & DRUMS	Dura wagner	6/12/12	75 70
7.	CAPS-OIL, FUEL RADIATOR	Start	8/2/13	75
8.	CARBURETORS (NEW & REBUILT)	N/A		
9.	CHEMICALS: SPRAY CLEANERS, SILICONE LUBS, ETC.	Johnsons TCC		75
10.	COOLING SYSTEMS	Gates	6/16/14	70
11.	ELECTRONICS: POWER WINDOW & SEAT MOTORS, ETC.	Al Cardone	6/23/14	55
12.	EMISSIONS PARTS, SENSORS	Standard	6/1/14	62
13.	EXHAUST EQUIPMENT	walker	4/1/13	70
14.	FILTERS-AIR, OIL PVC TRANSMISSION	Partsmaster	1/1/13	75

BIDDER Apple Automotive Discount Center

	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
15.	FRONT END (CHASSIS PARTS)	moog Parts Master	10/1/14	60 75
16.	FUEL INJECTORS	Standard	6/1/14	62
17.	FUEL PUMPS	Spectra		65
18.	GASKETS & SEALS (OIL SEALS, ETC.)	fel pro	4/1/14	65
19.	HARDWARE (LUG NUTS, STUDS, ETC.)	Dorman	6/2/14	65
20.	IGNITION PARTS (WIRES, ETC.)	Parts Master Standard	1/1/13	65 65
21.	KEY BLANKS	N/A		
22.	LIGHTING	GE	1/20/14	75
23.	PLUGS, SWITCHES, ETC.	Standard	6/1/14	65
24.	RADIATOR & HEATER CORES	Spectra		65
25.	SHOCK ABSORBERS	monroe	4/1/13	60
26.	SPARK PLUGS	NGK, Champion AC Delco, Autolite	4/1/13 9/1/11 2/1/14 3/1/14	NGK - 55 Champion 62 Delco 60 Autolite 60
27.	STARTERS & GENERATORS (REMANUFACTURED)	Nastra	6/1/14	65
28.	TIRE REPAIR (PLUGS, PATCHES, VALVES, WHEEL WEIGHTS, ETC.)	Xtra Seal		55
29.	TUNE UP PARTS, DISTRIBUTOR CAPS, ROTORS, WIRES,	Standard	6/1/14	65

BIDDER Apple Automotive Discount Center

	GROUP	MANUFACTURER	DATE OF PRICE LIST	% DISCOUNT OFF MANUFACTURER'S PRICE LIST
30.	UNIVERSAL JOINTS	Precision	4/1/14	60
31.	WATER PUMPS	Gates	6/16/14	62
32.	WINDSHIELD WASHER FLUID	Camco Splash		55
33.	WINDSHIELD WIPER MOTORS	Al Cordone	6/23/14	55
34.	WIPER BLADES	Autotex		60

PLEASE PUT NAME ON EVERY
PAGE OF THIS DOCUMENT

TOWN OF RIVERHEAD

Resolution # 498

RATIFIES THE APPOINTMENT OF A CALL-IN PARK ATTENDANT II TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Park attendant II is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 5, 2015, this Town Board hereby ratifies the appointment of Carolyn Carrera to the position of Park attendant II, Level 1 , to be paid the rate of \$10.60 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 499

APPOINTS A CALL-IN PARK ATTENDANT II TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Park attendant II is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective July 8th, 2015, this Town Board hereby appoints Devyn Standish to the position of Park attendant II, Level 1 , to be paid the rate of \$10.60 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 500

**RATIFIES THE APPOINTMENT OF A CALL-IN PARK ATTENDANT
TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Park Attendant II is needed by the Riverhead Town Recreation Department for work at the Town parks,

NOW THEREFORE BE IT RESOLVED, that effective June 23, 2015 this Town Board hereby ratifies the appointment of Steven Rossin to the position of Call-in Park Attendant II, Level 2, to be paid the rate of \$10.95 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 501

APPOINTS A CALL-IN PARK ATTENDANT TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Park Attendant II is needed by the Riverhead Town Recreation Department for work at the Town parks,

NOW THEREFORE BE IT RESOLVED, that effective July 7, 2015 this Town Board hereby appoints Sara Tucci to the position of Call-in Park Attendant II, Level 1, to be paid the rate of \$10.60 per hour and

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

THE VOTE

Giglio <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 # 502

RATIFIES THE APPOINTMENT OF A SEASONAL RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Amber Nicholson effective July 1, 2015, to the position of Summer Recreation Aide, Level 1, to be paid the rate of \$9.80 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 503

RATIFIES THE APPOINTMENT OF A CALL IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective July 6, 2015, this Town Board hereby ratifies the appointment of Blake Carrara to the position of Recreation Aide Level 1, to be paid the rate of \$8.75 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 504

RATIFIES THE APPOINTMENT OF A SUMMER RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective July 1, 2015 this Town Board hereby ratifies the appointment of Katie Finkenagel to the position of Summer Recreation Aide, Level 2, to be paid the rate of \$10.10 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 505

**RATIFIES THE APPOINTMENT OF A FILL-IN SUMMER RECREATION AIDE
TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective July 6, 2015 this Town Board hereby ratifies the appointment of Joseph Piro to the position of Fill-in Recreation Aide, Level 2, to be paid the rate of \$10.10 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 506

RATIFIES THE APPOINTMENT OF A SEASONAL LIFEGUARD TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Seasonal Lifeguard is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective June 9, 2015, through and including September 15, 2015, this Town Board hereby appoints Kyle Carroll to the position of Seasonal Lifeguard Level I to be paid the rate of \$12.25 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 507

RATIFIES THE APPOINTMENT OF A SEASONAL RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Meghan Davis effective July 6, 2015, to the position of Summer Recreation Aide, Level 1, to be paid the rate of \$9.80 per hour and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 508

APPOINTS EXECUTIVE ASSISTANT TO THE SUPERVISOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Supervisor's Office has a vacancy of Executive Assistant.

NOW THEREFORE BE IT RESOLVED, that Lawrence Levy is hereby appointed to the exempt position of Executive Assistant effective July 13, 2015.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 509

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR LAWRENCE LEVY,
EXECUTIVE ASSISTANT TO THE TOWN SUPERVISOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

BE IT RESOLVED, that the terms and conditions of employment of Lawrence Levy ("the employee"), Executive Assistant to the Town Supervisor shall, effective July 13, 2015, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2011-2014 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted per annum.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.
5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.
6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.
7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2011-2014 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 15 working days' of vacation per annum.
2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.
3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.
4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.
5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2012-2015 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-quarter days per month (fifteen [15] days per year) up to a total accumulated sick leave of three hundred

(300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.
3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy- out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least fifty (50) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days for use in the event of illness, but those days may not be reaccumulated for payment purposes.
4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on Levy's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Levy if he retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for his family.

If Levy and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Levy's employment with the Town should terminate, he shall have the option, at his own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town. However, if Levy leaves Town service he must continue with NYSHIP in vested status by paying the entire cost of coverage, or by being enrolled as an employee at a subsequent participating

agency or by being enrolled as a dependent on a NYSHIP policy in order to retain eligibility for retiree health benefits through the Town. If Levy leaves to work for another NYSHIP employer, he is not eligible for retiree health insurance if he vests with the second employer

2. The Town shall pay, on Levy's behalf one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Levy and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.
3. The Town shall pay, on Levy's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Levy and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.
4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions

of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receive a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.
3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of three (3) months, upon written application therefore and good cause shown.
4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.
5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

WAGES

The employee shall receive the following annual salary: \$75,000.00

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 # 510

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT OF CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE
RIVERHEAD TOWN CODE**

**(§101-3. Stop and yield intersections; railroad crossings; parking fields.
(Twomey Ave. intersecting with Riley Ave. & Youngs Ave.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled "Vehicles & Traffic" of the Riverhead Town Code, once in the July 16th, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 4th day of August, 2015 at 2:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

§ 101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign On	Entrance From
<u>Riley Avenue & Youngs Avenue</u>	<u>Twomey Avenue</u>	<u>North and South</u>

- Underline represents addition(s)

Dated: Riverhead, New York
July 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 511

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 16th day of June, 2015 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c) (20) & (27) as routine or continuing administration and management and the adoption of policies in connection therewith; and

WHEREAS, pursuant to 617.3(f), 617.5(a) and 617(a) (1) (i), agency SEQR responsibilities end with this designation with no significance determination being necessary.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled “Zoning”, of the Riverhead Town Code at its meeting held on July 7, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108. Zoning
Article I. General Provisions**

§108-3. Definitions; word usage.

B. For the purpose of this chapter, certain terms and words are herewith defined as follows:

BEER

A fermented beverage of any name or description manufactured from malt, wholly or in part, or from any substitute therefor.

CIDER

The partially or fully fermented juice of fresh, whole apples or other pome fruits, containing more than three and two-tenths per centum but not more than eight and one-half per centum alcohol by volume: (i) to which nothing has been added to increase the alcoholic content produced by natural fermentation; and (ii) with the usual cellar treatments and necessary additions to correct defects due to climate, saccharine levels and seasonal conditions.

WINE

The product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, or other fruits or plants with the usual cellar treatment and necessary additions to correct defects due to climatic, saccharine and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed twenty-four per centum by volume.

MIRCO-BREWERY

An establishment where beer and malt beverages are made on the premises and offered for consumption on-site, offer for sale directly to customers (including filling growlers), sold to licensed retailers or sold to licensed wholesalers to distribute the beer to retailers. A microbrewery includes any place or premises where beer is manufactured for sale; and all offices, granaries, mashrooms, cooling rooms, vaults, yards and storerooms connected therewith or where any part of the process of manufacture of beer is carried on, or where any apparatus connected with such manufacture is kept or used, or where any of the products of brewing or fermentation are stored or kept, shall be deemed to be included in and to form part of the brewery to which they are attached or are appurtenant.

BREW-PUB

An establishment where food and beverage are sold (restaurant) with the ability to make or brew beer and malt beverages from crops grown in New York in an amount not to exceed 5000 barrels annually. A brew pub may offer beer for consumption on site and offer for sale for off-site consumption limited to 250 barrels of beer annually or offer to licensed retailers or wholesalers limited to 1000 barrels of beer annually.

MICRO-CIDERY

An establishment where cider is made from fresh, whole apples or other pome fruits, on the premises and offered for consumption on-site (tastings, glass, bottle), offer for sale directly to customers for off-site consumption, sold to licensed retailers or sold to licensed wholesalers to distribute the cider to retailers. A micro-cidery includes any place or premises where cider is manufactured for sale; and all offices, granaries, mashrooms, cooling rooms, vaults, yards and storerooms connected therewith or where any part of the process of manufacture of cider is carried on, or where any apparatus connected with such manufacture is kept or used, or where any of the products of brewing or fermentation are stored or kept, shall be deemed to be included in and to form part of the micro-cidery to which they are attached or are appurtenant.

MICRO-WINERY

An establishment where wine is made from ripe grapes, or other fruits or plants, on the premises and offered for consumption on-site (tastings, glass, bottle), offer for sale directly to customers for off-site consumption, sold to licensed retailers or sold to licensed wholesalers to distribute the wine to retailers. A micro-winery includes any place or premises where wine is manufactured for sale; and all offices, granaries, mashrooms, cooling rooms, vaults, yards and storerooms connected therewith or where any part of the process of manufacture of wine is carried on, or where any apparatus connected with such manufacture is kept or used, or where any of the products of brewing or fermentation are stored or kept, shall be deemed to be included in and to form part of the micro-winery to which they are attached or are appurtenant.

- Underline represents addition(s) to be inserted alphabetically in the code

Dated: Riverhead, New York
July 7, 2015

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

TOWN OF RIVERHEAD

Resolution # 512

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 16th day of June, 2015 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, the Riverhead Planning Department has reviewed the submission and recommended it be considered a Type II action pursuant to 6NYCRR Part 617.5(c) (20) & (27) as routine or continuing administration and management and the adoption of policies in connection therewith; and

WHEREAS, pursuant to 617.3(f), 617.5(a) and 617(a) (1) (i), agency SEQR responsibilities end with this designation with no significance determination being necessary.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled "Zoning", of the Riverhead Town Code at its meeting held on July 7, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108. Zoning
Article LVI. Downtown Center 1: Main Street (DC-1) Zoning Use District**

§108-298. Uses.

B. Special permit uses:

(8) Micro-brewery, Brew-pub, Micro-cidery and Micro-winery subject to the following additional criteria:

(a) The use shall not be located within 200 feet of a school or house of worship.

(b) The use shall be limited to serving pre-packaged food products unless applicant obtains approval and certificate of occupancy for use as a brewpub or restaurant use within that portion of the premises used for preparation and service of food.

(c) The use shall permit tastings and sale for on-site consumption subject to all required permits and approvals required by state and local laws, rules and regulations.

(d) The use shall permit sale for off-site consumption (i.e. filling of growlers) limited to 1000 barrels annually and offer to licensed retailers and wholesalers limited to 2500 barrels of beer, cider or wine annually.

(e) The processing and manufacturing shall not exceed 10,000 barrels (310,000 gallons) annually.

(f) All manufacturing and processing activities, including storage of grains, shall take place within an enclosed building.

(g) A maximum of seventy percent of the total square footage shall be used for manufacture and processing.

(h) A minimum of thirty percent shall be used for sale and marketing of the manufactured product.

(i) All sales and marketing shall be located in the portion of the building located along road frontage.

(j) A micro-brewery, brew pub, micro-cidery, micro-winery use shall be required to hook up to the sewer system and enter into a monitoring agreement with the Sewer District to determine flow and calculate use fee (note, a separate hook up and fee shall be assessed for a pub/restaurant use related to brewpub).

(k) All loading areas shall be located in the rear portion of the building.

- Underline represents addition(s)

Dated: Riverhead, New York
July 7, 2015

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

TOWN OF RIVERHEAD

Resolution # 513

AMENDS RESOLUTION #801 OF 2014
(APPROVES THE CHAPTER 90 APPLICATION OF EAST END TOURISM
ALLIANCE/RIVERHEAD FOUNDATION FOR MARINE RESEARCH AND
PRESERVATION – “Paddle Battle Water Race” – July 18, 2015)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, pursuant to Resolution #801, adopted on November 18, 2014, the Riverhead Town Board approved the Chapter 90 Application of East End Tourism Alliance/Riverhead Foundation for Marine Research And Preservation (hereinafter referred to as “EETA”) for the purpose of conducting a canoe, kayak and stand-up paddle board race entitled “Paddle Battle Water Race” to be held at the Peconic Riverfront, Riverhead, New York, on Saturday, July 18, 2015, between the hours of 6:00 a.m. and 4:00 p.m., having a rain date of Sunday, July 19, 2015; and

WHEREAS, on June 11, 2015, Bryan DeLuca, on behalf of EETA, submitted an amendment to their original Chapter 90 Application, dated November 18, 2014, requesting to conduct an additional event entitled “Craft Beverage Festival”, funded by an Empire State Development/I Love NY grant, in conjunction with the Paddle Battle Water Race, said festival to take place on the East End Arts grounds, adjacent to the Riverfront parking lot, to be held between the hours of 12:30 p.m. and 4:00 p.m.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby amends Resolution #801 authorizing EETA to conduct a “Craft Beverage Festival” in conjunction with the Paddle Battle Water Race, said festival to take place on the East End Arts grounds, adjacent to the Riverfront parking lot, to be held on Saturday, July 18, 2015 between the hours of 12:30 p.m. and 4:00 p.m., having a rain date of Sunday, July 19, 2015; and be it further

RESOLVED, that Chapter 46 of the Riverhead Town Code entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beverages during the

event provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

RESOLVED, that all other terms and conditions of Resolution #801 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to East End Tourism Alliance/Riverhead Foundation for Marine Research And Preservation, Attn: Bryan DeLuca, 431 E. Main Street, Riverhead, NY, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 514

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH RIVERHEAD HOUSING DEVELOPMENT CORPORATION

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, as the governing body of the Town of Riverhead Public Parking District No. 1, hereby authorizes the Supervisor to execute a License Agreement (copy attached herewith) between the Town of Riverhead and Riverhead Housing Development Corporation in connection with the utilization of property at 209 East Avenue, Riverhead, New York 11901; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Housing Development Corporation, 542 East Main Street, Riverhead, New York , the Office of the Town Attorney, the Engineering Department and the Accounting Department; and be it further

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

License Agreement made this ____ day of July, 2015, between the Town Board of Town of Riverhead, as governing body of the Town of Riverhead Public Parking District No. 1, 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Licensor") and Riverhead Housing Development Corporation, 542 East Main Street, Riverhead, NY 11901 (hereinafter referred to as "Licensee").

SECTION ONE. DESCRIPTION OF PREMISES

Licensor does agree to license to Licensee the premises and the building located at 209 East Avenue, Riverhead, NY 11901, also known as SCTM # 0600-129.00-01.00-004.000 (hereinafter "licensed premises").

SECTION TWO. TERM

Licensor licenses the licensed premises to the Licensee for the period of time from date of execution of this agreement until June 30, 2016 (hereinafter "license period").

SECTION THREE. FEE

Licensee shall pay Licensor for the use of the licensed premises \$1.00 for the license period.

SECTION FOUR. POSSESSION AT BEGINNING OF TERM

Licensor shall provide Licensee with a key to access to the licensed premises such that Licensee shall have the ability to begin the use on the date the license is executed by the parties.

SECTION FIVE. USE OF THE LICENSED PREMISES

Licensee agrees that the licensed premises shall be used by Licensee exclusively for furthering its purposes for providing rental assistance for low-income families, the elderly and persons with disabilities. No other usage of the licensed premises shall be permitted unless prior written consent is obtained from the Licensor which shall be granted or not granted at the absolute direction of Licensor. Licensee may not sublicense any or all of the licensed premises without prior written approval from the Licensor.

SECTION SIX. ACCEPTANCE BY LICENSEE

Licensee has inspected and knows the condition of the premises and accepts the same in their present condition.

SECTION SEVEN. LICENSOR'S RIGHT OF ENTRY

Licensor or Licensor's agent may enter the premises at reasonable hours to examine the same, to do anything Licensor may be required to do under this License or which Licensor may deem necessary for the good of the premises or any building of which they are a part, and during the last day of tenancy to inspect the subject premises to make certain Licensee has removed all items stored at the subject site..

SECTION EIGHT. MAINTENANCE AND REPAIR BY LICENSEE

Licensee shall take good care of the premises and shall keep the premises clean and presentable. At the expiration of the term, Licensee shall surrender the premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the licensed premises shall be promptly repaired by Licensee.

SECTION NINE. UTILITIES AND SERVICES, TAXES, OTHER CHARGES

All electricity, gas, water, fuel, phone, cable, alarm or any services or utilities that are required to be used due to Licensee's use shall be the sole responsibility of the Licensee.

If any taxes, assessments, service charges or other governmental charges including but not limited to water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges become due and payable in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Licensee as and when due.

SECTION TEN. SIGNS AND ADVERTISEMENTS

Licensee shall not, without the prior written approval of the Licensor, erect, maintain or display any signs, billboards or advertisements on licensed premises; provided, however, that on those interior portions of the licensed premises which are not visible from the outside of the licensed premises, the Licensee may install necessary directional and identification signs.

SECTION ELEVEN. INDEMNIFICATION; INSURANCE

Licensee covenants at all times to indemnify and save Licensor harmless from all loss, liability, cost or damage that may occur or be claimed with respect to any person or property on, in or about the licensed premises or to the licensed premises themselves resulting from any act done or omission by or through Licensee, its agents, employees,

invitees or any person on the premises by reason of Licensee's use or occupancy or resulting from Licensee's non-use, or possession of such property and any and all loss, cost, liability or expense resulting from the same, excepting liability solely caused by the negligence of Licensor or their respective employees, agents or representatives.

Licensee further covenants at all times to maintain such premises in a safe and careful manner.

Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to Licensor. (In addition, Licensee will provide casualty insurance on the buildings, structures, equipment and facilities within the licensed premises at their full replacement cost.) Licensee shall provide certificates of the foregoing insurance, showing the Town of Riverhead and Riverhead Public Parking District No. 1 as additional insureds to the extent of their interest.

SECTION TWELVE. DAMAGE TO PROPERTY ON PREMISES

Licensee agrees that all equipment, supplies and 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 equipment, supplies and property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating 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.

SECTION THIRTEEN. DAMAGE BY CASUALTY

In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become un-tenantable, then, in such event, at the option of Licensor, this License 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. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Licensee within 3 days after such damage or destruction. Licensee shall remove all rubbish, debris, equipment, supplies and other personal property within 3 days after the request of Licensor. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of vacating or repairing any portion of the building or the licensed premises.

SECTION FOURTEEN. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be bindings upon the parties unless evidenced by an agreement in writing signed by Licensor and Licensee after the date of this License.

The parties hereto have executed this Agreement the day and year first above written.

TOWN OF RIVERHEAD

By: Supervisor, Sean M. Walter

RIVERHEAD HOUSING DEVELOPMENT CORP.

By:

TOWN OF RIVERHEAD

Resolution # 515

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS WHICH ORIGINATED FROM PROPERTY LOCATED IN TOWN OF RIVERHEAD (Perfume Center of America)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

WHEREAS, JM2Architecture, P.C., as agent for Perfume Center of America wishes to increase the available sanitary density for premises in the Town of Islip by using 1.25 Pine Barrens credits originating from property located in the Town of Riverhead; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to the Suffolk County Department of Health Services approving the use of 1.25 credits under said Riverhead Pine Barrens credit(s) on premises located at 2020 Ocean Avenue, Ronkonkoma, New York, further described as Suffolk County Tax Map No. 0500-104.00-03.00-016.025, 016.026 subject to the receipt of a letter from the Town of Islip giving authorization to said transfer; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to JM2Architecture P.C., 2410 North Ocean Avenue, Suite 300, Farmingville, New York 11738; the Planning Department 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

Sean M. Walter, Town Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.townofriverheadny.gov

July 8, 2015

Suffolk County Department of Health Services
Office of Wastewater Management
360 Yaphank Avenue, Suite 2C
Yaphank, New York 11980

Attn: _____, P.E.,

Re: Perfume Center of America
2020 Ocean Avenue, Ronkonkoma, New York
Suffolk County Tax Map #0500-104.00-03.00-016.025 & 016.026

Dear Mr. _____:

This shall confirm that the Town Board of the Town of Riverhead consents to the use of not more than 1.25 Town of Riverhead Pine Barrens Credits (PBC Certificate #600-_____) to enhance the available sanitary density on properties known as 2020 Ocean Avenue, Ronkonkoma, New York, located within the Town of Islip and bearing Suffolk County Tax Map Nos. 0500-104.00-03.00-016.025 & 016.026, of which Peconic Bay Trust is/are the certificate holder.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 516

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH QUEUES ENFORTH DEVELOPMENT INC.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by resolution number 1260, adopted on November 18, 2003, the Town Board of the Town of Riverhead authorized an agreement with Queues Enforth Development, Inc. (Q.E.D.) to provide for the furnishing, delivery, installation of software, together with certain software and hardware components to be used by the Police Department in connection with an automated public safety software system; and

WHEREAS, thereafter, the Town Board of the Town of Riverhead authorized agreement with Q.E.D. to furnish support services in connection with the services provided under resolution 1260-2003; and

WHEREAS, Q.E.D. continues to provide those support services and has submitted to the Town a proposed agreement for those professional services.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby, approves an agreement with Q.E.D. and authorizes the Supervisor to execute the attached Professional Services Agreement with Q.E.D.; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Queues Enforth Development, Inc., 14 Summer Street, Malden, Massachusetts 02148, the Accounting Department, and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Agreement Between
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD
FOR SOFTWARE MAINTENANCE

AGREEMENT entered into on July 1, 2015 by and between **QUEUES ENFORTH DEVELOPMENT, INC.** ("Q.E.D."), a Massachusetts corporation with its principal place of business at 14 Summer Street, Malden, Massachusetts 02148, and **THE TOWN OF RIVERHEAD**, the undersigned Q.E.D. client (the "Client").

THIS AGREEMENT sets forth the terms and conditions under which Q.E.D. agrees to provide support services to the Client in connection with the computer software licensed by Q.E.D. to the Client.

1. DEFINITIONS

- a) The term "System" means the programmable on-line computer system furnished, delivered and installed by Q.E.D. pursuant to the Agreement between Q.E.D. and the Client specified on Exhibit A attached hereto (the "System Agreement").
- b) The term "Licensed Software" means all software licensed to the Client pursuant to the System Agreement, as set forth on Exhibit B attached hereto.
- c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.
- d) The term "Modifications" means any revisions of the Licensed Software which Q.E.D. may incorporate in the standard version of the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.
- e) The term "Enhancements" means revisions of or additions to the Licensed Software which Q.E.D. may develop or acquire and which either (i) Q.E.D. chooses not to incorporate in the standard version of the Licensed Software or (ii) improve or expand the functionality of the Licensed Software.
- f) The term "Installation" means that Q.E.D. has installed the System and determined that the System is operative.
- g) The term "Maintenance" means Q.E.D.'s provision of the support services described in Section 3, commencing after acceptance of the System by the Client or at such time as is otherwise specified in the System Agreement, and continuing for the term specified on Exhibit C as such term may be extended in accordance with the provisions of Section 3(d).

2. CHARGES AND PAYMENTS

- a) The Client agrees to pay to Q.E.D. the fees specified on Exhibit C attached hereto, as the same may be amended from time to time, including the fee specified for the initial term of Maintenance. The fee for any subsequent annual term of Maintenance shall be billed by Q.E.D. to the Client at least thirty (30) days prior to the end of the then current term.
- b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by Q.E.D. which are not part of the services Q.E.D. has agreed to perform free of additional charge in Section 3(a) will be charged to the Client, during the initial term, at Q.E.D.'s standard rates set forth in Exhibit C.
- c) Fees and rates for subsequent periods shall be at Q.E.D.'s standard rates, all of which shall be in a written amendment executed by Q.E.D. and the Client.
- d) In addition to the charges payable pursuant to this Section 2, unless exempt therefrom, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature

assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on Q.E.D.'s net income.

- e) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices (other than for the prepayment of the annual fee for Maintenance) not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance. The failure of the Client to pay the annual fees for Maintenance after written notification shall result in the complete termination of any continuing obligation of Q.E.D. to provide Maintenance to the Client.
- f) Subsequent to the initial year of the term of this Agreement, if funds sufficient to support continued performance are not appropriated or otherwise made available, Client shall terminate this agreement as provided in G.L. c. 30B, Paragraph 12.

3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES

- a) Q.E.D. will provide the Client the following maintenance services provided the Client has made all payments due Q.E.D. and has fulfilled all of its requirements under this Agreement and under the System Agreement:
 - i) Q.E.D. agrees to provide maintenance services to attempt to correct any error or defect reported by the Client and determined by Q.E.D. to be in the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:00 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, Q.E.D. shall provide 24 hour call-in capability. In no event shall Q.E.D. have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) to modify existing software to accommodate input changes by other systems that pass data to the QED systems, or (3) performing any services specifically excluded specified on Exhibit G attached hereto, or (4) with respect to any data loss or corruption due to any software malfunction or hardware problems or failures. Upon notifying Q.E.D. of an alleged error in the Licensed Software, the Client shall give Q.E.D. access to its computer equipment, the Licensed Software and all relevant records, and shall assist Q.E.D. in substantiating the existence of the alleged error.
 - ii) From time to time and at its sole discretion, Q.E.D. may make Modifications and Enhancements available to the Client for purchase at Q.E.D.'s then published license fee with respect thereto, provided that the client is not then in default with respect to any of its obligations to Q.E.D. The terms on which the Client acquires any such Modification or Enhancement, including the terms on which Q.E.D. will provide Maintenance with respect to the Modification or Enhancement acquired, will be set forth in an amendment to the Agreement executed by both Q.E.D. and the Client. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow Q.E.D. to install all Modifications which are being provided by Q.E.D. at no cost to the client. The Client will provide Q.E.D. with access to its system to permit installation of each no-cost Modification within 45 days after notification by Q.E.D. of its intention to install the Modification. The failure of the client to allow Q.E.D. to install any no-cost Modification will relieve Q.E.D. of any further Maintenance obligations with respect to the Licensed Software. All Modifications and Enhancements acquired by the Client, whether for a fee or at no cost, shall become part of the Licensed Software for all purposes of this Agreement.
 - iii) Q.E.D. shall provide up to six (6) hours per month of telephone consultation with respect to the System during Q.E.D.'s normal business hours. This technical assistance and consultation is designed to train and help the System Manager(s) operate the system more effectively. These consultation hours, if not used, cannot be carried forward or accumulated month to month.
- b) Q.E.D. will provide consultation and additional training and undertake special programming projects on a time-available basis at Q.E.D.'s rates specified in Exhibit C. Any software resulting from a special programming project undertaken by Q.E.D. at the Client's request shall become part of the Licensed Software for all purposes of this Agreement and the System Agreement.
- c) Q.E.D. will not be required to provide support for installations of the Licensed Software which have not installed within forty-five (45) days of its release the then current Q.E.D. supported version of the Licensed

Software. Similarly, Q.E.D. will not be required to provide support if the Licensed Software has been modified by anyone other than Q.E.D. but will consider doing so in accordance with the terms and conditions specified in Section 6.

- d) Maintenance shall be renewed for up to two additional one year terms at the option of the Client, communicated to Q.E.D. not less than 30 days prior to the start of the then current annual term.
- e) **The Client shall at all times have at each site at which the System is installed a System Manager who is acceptable to Q.E.D. in Q.E.D.'s discretion and who has been certified by Q.E.D. as properly trained. All communications by the Client with Q.E.D. must only be made by such System Manager or by designated alternates also acceptable to Q.E.D. in its discretion. The initial System Manager is identified on Exhibit D attached hereto. Training for replacement System Managers will be provided at Q.E.D.'s then applicable rates. The rate during the initial period is listed in Exhibit C; subsequent period rates shall be at Q.E.D.'s standard published rates which will be reflected in a written amendment to be executed by Q.E.D. and the Client.**
- f) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for Q.E.D. to achieve remote access to the System for purposes of remote diagnostics and error correction.
- g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto for so long as this Agreement remains in effect. Q.E.D. shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.
- h) Q.E.D. will provide Hardware (as that term is defined in the System Agreement) maintenance in accordance with the terms and conditions set forth in the maintenance contract(s) attached hereto as Exhibit F. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of Q.E.D.

4. PROTECTION OF CONFIDENTIAL INFORMATION

- a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of Q.E.D.
- b) During the course of this Agreement, Q.E.D. and the Client will disclose certain Confidential Information to each other, including without limitation in the case of Q.E.D., information specifically relating to the System.
- c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.
- d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.
- e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.
- f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.
- g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.

- h) Q.E.D. retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the System Agreement.
- i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by Q.E.D. for the Client's use hereunder.

5. LIMITATION OF LIABILITY

In no event shall Q.E.D. be liable for any damages whatsoever caused by the Client's failure to perform its responsibilities or for lost profits, incidental, consequential, or special damages with respect to the System and its use by the Client or this Agreement even if Q.E.D. has been advised of the possibility of such damages.

6. ALTERATION BY CLIENT

Any attempts by the Client to alter the System shall be at the Client's sole risk and expense, and in no event shall Q.E.D. have any obligation to support or maintain any alteration which is not distributed by Q.E.D. and made a part of the Licensed Software. Q.E.D. will consider providing support with respect to Licensed Software which has been so altered, for an additional mutually acceptable fee, but only if the Client grants to Q.E.D. a perpetual, royalty-free license to market the altered version of the Licensed Software. Q.E.D. shall not be responsible in any regard and shall incur no liability for System failures or any nonconformance to System documentation which occur as a result of any alteration so made by the Client and for which Q.E.D. has not agreed to provide support and maintenance, and the Client assumes full responsibility for any liability arising from such alterations. It is also specifically understood by the Client that by altering the Licensed Software, subsequent Modifications or Enhancements of the Licensed Software and related documentation may be rendered unusable.

7. TERMINATION

- a) Q.E.D. may terminate this Agreement if Q.E.D. gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days after the effective date of such notice.
- b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due) and fails to cure or commence to cure such failure or default within thirty (30) days following the effective date of written notice.
- c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon its having been given, if the other party shall file a petition in bankruptcy, shall be adjudicated a bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- d) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- e) Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies.
- f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

8. MISCELLANEOUS

- a) The parties agree that this Agreement and the System Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations

and/or agreements between the parties in connection with the System, except as specifically set forth or referred to in this Agreement or in the System Agreement.

- b) The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgment even though Q.E.D. may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
- c) Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address specified herein, or at such other address as shall have been given by either party to the other in writing pursuant to this Agreement. Such notice shall be deemed to have been given when sent by certified or registered United States mail.
- d) This Agreement shall be subject to and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- e) If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement, and all other applications of such provisions, shall continue in full force and effect.
- f) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives, except that neither party may assign this Agreement or any right granted hereunder, in whole or in part, without the other's prior written consent.
- g) Neither Q.E.D. nor the Client shall be liable for any damages or penalty for delay in performance of its obligations hereunder or for failure to give notice of delay when such delay is due to the elements, acts of God, delay in transportation or any other causes beyond the reasonable control of Q.E.D. or the Client.

IN WITNESS WHEREOF, Q.E.D. and the Client have caused this Agreement to be executed effective as of July 1, 2015.

Q.E.D.:

QUEUES ENFORTH DEVELOPMENT, INC.

By: Steven Vantine 5/28/15
 Steven Vantine Date
 Controller

For the Client:

THE TOWN OF RIVERHEAD

By: _____
 Name: _____ Date _____
 Title: _____

**EXHIBIT A
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD**

SYSTEM AGREEMENT

Agreement between **THE TOWN OF RIVERHEAD** and **QUEUES ENFORTH DEVELOPMENT, INC.** for a Public Safety software system.

EXHIBIT B
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD

LICENSED SOFTWARE

This maintenance agreement covers computer software created by Queues Enforth Development, Inc. and licensed by the customer. It does not cover hardware products; the company that manufactured the hardware provides a warranty and perhaps a maintenance program that can be purchased directly from the manufacturer.

**EXHIBIT C
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD**

FEE SCHEDULE

Fees for Term of Maintenance

Initial Term:	July 1, 2015 – June 30, 2016
Software Maintenance:	\$ 16,860.00

Standard Rate Schedule

Consultation:	Consulting Rate	\$200 per hour plus expenses
Training:	Training Rate	\$180 per hour plus expenses

Travel and out of pocket expenses will be billed separately and are the responsibility of the customer.

**EXHIBIT D
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD**

DESIGNATED SYSTEM MANAGER(S)

NAME/ADDRESS

Martin Lynch

CONTACT INFORMATION

(631) 727-4500 x348

lynch@town0friverheadny.gov

**EXHIBIT E
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD**

**ROUTINE MAINTENANCE TO BE PERFORMED
BY CLIENT**

MAINTENANCE ACTIVITY

FREQUENCY

Required

Backup of QED Licensed Software

At least every 14 days, Software and within 1 day of maintenance work done on the system by a QED Employee, and upon request by a QED employee.

Record any Error Message which will be Referred to in a Maintenance Call.

On going

Record any maintenance calls in the Online problem reporting system known As Acuity Medic

On going

Recommended

Backup & Verification of Client Data

On going

Update Backup Log

After every backup

Update Local Service Log

After every service call

Maintain Console Printer

On going

Reboot System

At least every two (2) weeks

Protect Root Password

On going

**EXHIBIT F
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD**

HARDWARE MAINTENANCE

(Not Applicable)

EXHIBIT G
TO
SOFTWARE MAINTENANCE AGREEMENT
BETWEEN
QUEUES ENFORTH DEVELOPMENT, INC.
AND
THE TOWN OF RIVERHEAD

SERVICES SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THIS AGREEMENT

1. Transferring Acuity system software, Informix database software and agency data from old computer hardware to new computer hardware. All such work will be performed at a standard rate. Please contact Q.E.D. for a specific proposal to accomplish this work.
2. Modifications to Acuity data acceptance programs that have failed to work because a third-party has changed the format of the data being provided.

As an example, if the Acuity CAD system stops properly accepting data from an E911 switch because the 911 vendor changed the 911 output format, or a new 911 vendor formats the data differently, it is the responsibility of the 911 vendor to provide the data in the original format. If the new vendor cannot provide the data in the original format you should contact QED for a proposal to make changes to the Acuity CAD system to accommodate the new third-party format.

TOWN OF RIVERHEAD

Resolution # 517

**APPROVES EXTENSION TO LICENSE AGREEMENT WITH
WADINGTON REALTY CORP.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution # 219 adopted on March 17, 2009, the Town Board of the Town of Riverhead authorized the Deputy Supervisor to execute a License Agreement with Wadington Realty Corp. to utilize Town of Riverhead parking facilities; and

WHEREAS, on or about April 17, 2009, a License Agreement was entered into between the Town of Riverhead and Wadington Realty Corp. for a term beginning on May 1, 2009 and ending on May 1, 2010; and

WHEREAS, under that Lease Agreement, the term of the Agreement may be renewed each year upon written request made by Wadington Realty Corp.; and

WHEREAS, Wadington Realty Corp. has requested in writing that the License be renewed for one year from May 1, 2015 to May 1, 2016.

NOW, THEREFORE, BE IT RESOLVED, that subject to receipt of the requisite license agreement fee, the Town Board hereby grants the extension requested by Wadington Realty Corp. for one year beginning May 1, 2015 and ending on May 1, 2016; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Wadington Realty Corp., 131 Creek Road, Wading River, New York, 11792; 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 - ABSTAIN

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 518

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH EAST END ARTS & HUMANITIES COUNCIL INC. AND SAMANTHA NEUKIRCH

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead is committed to aesthetic enhancement of the downtown waterfront corridor; and

WHEREAS, the East End Arts & Humanities Council Inc. and Samantha Neukirch wish to construct and attach an aquatic-themed mural to the southern exterior wall of the Town of Riverhead's West Main Street comfort station located adjacent to the children's playground near Grangebél Park in the approximate dimension of 8 feet x 20 feet in the interest of aesthetic enhancement; and

WHEREAS, the mural proposed by East End Arts & Humanities Council Inc. and Samantha Neukirch will consist of digital images of aquatic life which will be applied to boards which will then be attached to the aforementioned comfort station; and

WHEREAS, the Town of Riverhead wishes to grant the East End Arts & Humanities Council Inc. and Samantha Neukirch the revocable, non-assignable license to utilize a portion of the afore-mentioned comfort station for the proposed activity with the understanding that the Town of Riverhead Building & Grounds Department (B & G) shall oversee the installation of the boards on the comfort station subject to B & G and or other Town personnel's unilateral and sole approval regarding the type and nature of the installation and placement of the proposed activity; and

WHEREAS, the East End Arts & Humanities Council Inc. and Samantha Neukirch shall undertake the proposed activity at their sole cost and expense, including but not limited to installation, maintenance and removal of the mural and supporting material, with no cost and expense attributed to the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a License Agreement with the East End Arts & Humanities Council Inc. and Samantha Neukirch in substantially the same form as annexed hereto and subject to review, recommendation and approval by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to East End Arts & Humanities Council Inc., 133 East Main Street, Riverhead, New York 11901, attn.: Patricia Snyder, Executive Director; 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

LICENSE AGREEMENT

This License Agreement ("hereinafter License"), is made as of the _____ day of July, 2015, by and among the Town of Riverhead, (hereinafter "Licensor") with offices at 200 Howell Avenue, Riverhead, and East End Arts & Humanities Council Inc., and Samantha Neukirch, (collectively hereinafter "Licensees") with offices at 133 East Main Street, Riverhead, New York.

WITNESSETH

WHEREAS, Licensor is committed to aesthetic enhancement of the downtown-waterfront corridor; and

WHEREAS, Licensees wish to construct and attach an aquatic-themed mural to the southern exterior wall of the Town of Riverhead's West Main Street comfort station located adjacent to the children's playground near Grangebel Park in the approximate dimension of 8 feet x 20 feet; and

WHEREAS, Licensees' proposed mural will consist of digital images of aquatic life which will be applied to boards which will then be attached to the aforementioned comfort station; and

WHEREAS, the Licensor wishes to grant the Licensees the revocable, non-assignable license to utilize a portion of the aforementioned comfort station for the proposed activity with the understanding that Licensor's Building & Grounds Department (B & G) shall oversee the installation of the boards on the comfort station subject to B & G's, or other Town personnel's, unilateral and sole approval of the type and nature of the installation and placement of the proposed activity; and

WHEREAS, Licensees shall undertake the proposed activity at Licensee's sole cost and expense, including but not limited to installation and removal of the mural and supporting material, with no cost and expense attributed to Licensor.

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

1. Licensing. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensees the revocable, non-assignable right to construct and attach an aquatic-themed mural to the southern exterior wall of the Town of Riverhead's West Main Street comfort station located adjacent to the children's playground near Grangebél Park in the approximate dimension of 8 feet x 20 feet (hereinafter "authorized activity"), at Licensee's sole cost and expense. Licensor agrees to allow Licensees to apply digital mural images of aquatic life to boards which will then be attached to the aforementioned comfort station. Licensees further agree that the Town of Riverhead's Building & Grounds Department, or other Town personnel, shall supervise the authorized activity and shall have final, sole and unilateral approval of the type and nature of digital mural installation and removal regarding the authorized activity. Licensor and Licensees agree that the digital mural shall remain the property of Licensees.

2. Term of the License. The term of this License (the "term") and authorized activity shall commence on or about August 1, 2015, at a mutually agreed upon time and shall continue indefinitely, unless terminated sooner. Licensees agree that

Licensors reserves the unilateral and sole right to terminate the term of this license at any time and for any reason upon 30 days written notice to Licensees or upon immediate notice if circumstances warrant such action, which may be verbal or otherwise. In the event Licensor terminates the term of this license at any time and for any reason Licensee agree to remove the digital mural and restore the exterior wall and surrounding area to its prior condition before installation of the digital mural, at Licensee's sole cost and expense.

3. Insurance and Indemnification: Licensees', specifically East End Arts & Humanities Council, Inc., (hereinafter "EEAC") will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000 per occurrence/aggregate with a company or companies reasonably satisfactory to the Licensor. EEAC will provide certificates of the foregoing insurance including proof of proper endorsement regarding the designated additional insureds, namely the "Town of Riverhead" as "Additional Insured" to the extent of their interest. Finally, Licensees agree to indemnify and hold the Town of Riverhead, and their respective officers, employees, agents, representatives and officials harmless from any and all loss, claim, actions, costs or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the authorized activity by Licensees and its employees, agents, representatives and concessionaires, excepting liability solely caused by the gross negligence of the Town of Riverhead or its employees, agents or representatives. Without limiting the generality of the foregoing,

Licensees agree to indemnify and hold the Town of Riverhead or its employees, agents or representatives harmless from any lien claimed or asserted for labor, materials or services furnished to Licensees in connection with the authorized activity. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, Licensees, for themselves, their agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement.

4. Repair, Maintenance and Inventory of Authorized Activity.

a) Licensees, at their sole cost and expense, agree to maintain the Authorized Activity and to return the premises back to its original condition following completion of the license term.

b) Licensees shall not alter the Authorized Activity upon installation without the prior written permission of the Licensor.

5. Assignment. Notwithstanding anything to the contrary contained in the License, Licensees shall not assign this license, the use of the Licensed Premises, 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 without the expressed written consent of the Licensor.

6. Miscellaneous: (a) 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, except as addressed in paragraph no. 2, above.

7. Other Approvals: Licensees represent and warrant that Licensees' possess all required municipals approvals, licenses, and permits, if any, regarding the Licensee's authorized activity, including but not limited to copyright or trademark.

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

Lisensor:

TOWN OF RIVERHEAD

By: Sean M. Walter, Town Supervisor

Date:

Licensee:

EAST END ARTS & HUMANITIES COUNCIL INC.

Date: _____
By: Patricia Synder, Executive Director

Licensee:

Date: _____
By: Samantha Neukirch

TOWN OF RIVERHEAD

Resolution # 519

RATIFIES AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH RY-LECIA CORP. D/B/A AMERICAN RECREATIONAL PRODUCTS REGARDING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND SURFACING MATERIAL AT STOTZKY PARK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Recreation Superintendent wishes to purchase and install playground equipment and surfacing material for recreational use at Stotzky Park; and

WHEREAS, New York State General Municipal Law section 103(16) permits political subdivisions, such as the Town of Riverhead, "to make purchases of apparatus, materials, equipment or supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities"; and

WHEREAS, the Town of Islip purportedly competitively bid and let a contract with Ry-Lecia Corp. d/b/a American Recreational Products, proposal number 1213-52A, on or about February 11, 2014, for a period of one year and subsequently renewed said contract to the time period ending November 19, 2015, (by Resolution #2 on April 7, 2015), as authorized vendor of Burke playground equipment, purportedly in a manner consistent with the requirements of NYS General Municipal Law section 103(16), regarding Burke Premier playground equipment or equivalent; 2014 catalog basics discount: 2.5%; other playground equipment catalog discount: 7%; installation discount: 38% of catalog list price; and

WHEREAS, the Town of Riverhead Recreation Superintendent wishes to utilize the Town of Islip competitively bid contract proposal number 1213-52A as awarded to Ry-Lecia Corp. d/b/a American Recreational Products regarding the purchase and installation of designated Burke playground equipment at Stotzky Park as delineated in the attached contract by piggy-backing" off of Town of Islip contract proposal number 1213-52A pursuant to the pertinent terms and conditions of said awarded contract; and

WHEREAS, the Town of Riverhead Recreation Superintendent contacted the Financial Administrator to ascertain if there existed available funds to make such a purchase and installation of designated playground equipment and surfacing material as delineated in the attached contract in the maximum amount of \$64,188.91; and

WHEREAS, the Financial Administrator confirmed that there existed available funds in the Parks & Recreation Department budget for the purchase and installation of the designated Burke playground equipment and surfacing material at Stotzky Park in the maximum amount of \$64,188.91.

NOW THEREFORE BE IT RESOLVED, as per project number 70131,0 the Town Board authorizes the purchase and third-party installation (by TL Contracting) of designated Burke playground equipment and third-party purchase of surfacing material from The Fibar Group, LLC, as delineated in the attached contract for installation at Stotzky Park in the maximum amount of \$64,188.91 and the Supervisor's execution of same, pursuant to the authority of NYS General Municipal Law section 103(16) and pursuant to the pertinent terms and conditions contained within Town of Islip contract proposal number 1213-52A incorporated by reference as if recited in its entirety as awarded to Ry-Lecia Corp. d/b/a American Recreational Products; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute any documents and/or affix his signature on a Purchase Requisition to effectuate the purchase described above; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 520

AUTHORIZES THE PURCHASE OF CYBER LIABILITY INSURANCE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the report of cyber crimes, including damage or destruction of computer networks, target and exploitation of information on computer systems, has been on the increase since the late 1980s and so too the gravity/severity of the crimes; and

WHEREAS, branches of our federal government, as well as town governments are not immune from such cyber crimes, for example 2007 and 2011 cyber attacks into records/files maintained by the US Department of Defense; a cyberattack some five years ago against the Town of Poughkeepsie wherein nearly \$400,000.00 was siphoned from the Town's account and wired halfway round the world; and

WHEREAS, the Town of Riverhead, particularly the Financial Administrator and Accounting Department personnel, have been working closed with the Town's Insurance Broker, Arthur J. Gallagher & Co., to identify gaps in coverage in the Town's existing insurance; and

WHEREAS, as the Town of Riverhead is increasingly moving into the world of computer online payments, electronic storage of records, including personnel records which may contain employee medical records, social security numbers, bank account information the risk of cyberattack increases; and

WHEREAS, a Cyber Liability Policy underwritten by Lloyds of London is recommended for a policy aggregate limit of liability in the amount of \$1,000,000.00 to provide coverage for such items, including but not limited to, Privacy Liability, Privacy Regulatory Claims Coverage, Security Liability....Legal Advisory, Forensic Investigations, Notification Services for the cost of \$13,000.00 annually.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the purchase of Cyber Liability Insurance in the amount of \$13,000.00 annually; and be further resolved

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 # 521

**RATIFIES AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE A RIDER
AGREEMENT WITH NELSON, POPE & VOORHIS, LLC,
REGARDING ADDITIONAL SCOPE OF SERVICES (Creative Place-Making Plan
Step 2 BOA Grant Component no. 12)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead was deemed eligible and awarded a Step 2 Nomination Brownfield Opportunity Areas (BOA) Grant in the amount of \$567,000.00, by the New York State Department of State; and

WHEREAS, the purpose of the grant is to provide funds to defray the costs associated with the development of a community economic redevelopment and revitalization plan along an area from the Peconic River near the Long Island Expressway easterly to the downtown Riverhead corridor; and

WHEREAS, the Town of Riverhead proffered a Request For Proposals (RFP) from qualified companies with the qualifications to facilitate a nomination pursuant to the terms of the grant award; and

WHEREAS, the Town of Riverhead, on or about October 16, 2012, determined that Nelson, Pope & Voorhis, LLC, was the best and most responsible bidder to facilitate a Step 2 BOA nomination based upon their RFP response; and

WHEREAS, on or about October 16, 2012, the Town of Riverhead awarded the Step 2 BOA nomination contract to Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00, based upon the New York State Department of State Step 2 Nomination BOA Grant award which subsequently resulted in execution of an Agreement (Components 1-9) on or about February 15, 2013, pursuant to resolution number 107-2013 (2-5-2013); and

WHEREAS, on or about May 6, 2014, the Town of Riverhead approved and awarded a Rider Agreement to Nelson, Pope & Voorhis, LLC, for additional scope of services regarding an application for "historic district designation" as well as "community designation" pursuant to the Wild, Scenic & Recreational Rivers (WSRR) Act which subsequently resulted in execution of a Rider Agreement (Components 10-11) on or about May 16, 2014, pursuant to resolution number 307-2014 (5-6-2014) in the additional amount of \$47,300 for services to be rendered equating to a total contractual commitment of \$515,230 (Components 1-11); and

WHEREAS, the Town of Riverhead wishes to contract with Nelson, Pope & Voorhis, LLC, for additional scope of services regarding the Step 2 Nomination BOA

Grant to include preparation of a stand-alone creative place-making plan (Component 12); and

WHEREAS, Nelson, Pope & Voorhis, LLC, is ready, willing and able to undertake and facilitate the above-referenced additional scope of services regarding the Step 2 BOA nomination Component 12 Rider Agreement in the additional amount of \$50,000.00 which equates to a total contractual commitment of \$565,230.00 (Components 1-12); and

WHEREAS, the New York State Department of State, Office of Planning & Development, has approved the terms of the proposed Step 2 BOA Nomination Component 12 Rider Agreement subject to conformance with the requirements and within the parameters of the original Step 2 BOA grant agreement by all applicable parties.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Rider Agreement-Component 12 with Nelson, Pope & Voorhis, LLC, in the maximum amount of \$50,000; 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 # 522

APPROVES CHAPTER 90 APPLICATION OF TOWNSCAPE, INC.
(Riverhead Country Fair – Sunday, October 11, 2015)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 19, 2015, Townscape, Inc. submitted a Chapter 90 Application for the purpose of conducting their annual Country Fair to be held on Main Street, the Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on Sunday, October 11, 2015 , between the hours of 10:00 a.m. and 5:00 p.m.; and

WHEREAS, Townscape, Inc. has completed and filed a Special Events Large Gathering Application together with a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617; and

WHEREAS, due to its not-for-profit status, Townscape, Inc. has requested the Chapter 90 Application fee for this event be waived; and

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

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

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

RESOLVED that the Chapter 90 Application of Townscape, Inc. for the purpose of conducting their annual Country Fair to be held on Main Street, Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on Sunday, October 11, 2015, between the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;

- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of Certificate of Insurance evidencing adequate liquor liability limits to be received no later than September 11, 2015; and be it further

RESOLVED, that Chapter 46 of the Riverhead Town Code entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, “Noise Control” of the Riverhead Town Code; and be it further

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

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal’s office no later than September 11, 2015; and be it further

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

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event due to the applicant’s not-for-profit status; and be it further

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal’s Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Townscape, Inc., P.O. Box 869, Riverhead, NY, 11901 Attn: Tara Mclaughlin; 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 - ABSTAIN

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 523

**GRANTS EXCAVATION/EXPORTATION PERMIT AS PROVIDED BY CHAPTER 62
"EXCAVATIONS" OF RIVERHEAD TOWN CODE TO ISLAND WATER PARK
CORPORATION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Island Water Park Corporation is the owner of the subject property located at Middle Country Rd, Calverton, New York, further described as Suffolk County Tax Map Number, 0600-135-01-007.34; and

WHEREAS, Island Water Park Corporation has petitioned for an , excavation/exportation permit pursuant to Chapter 62 of the Code of the Town of Riverhead for the exportation of 85,898 cubic yard of soils for the creation of a water recreation park as depicted on the Site Plan dated September 26, 2012, prepared by Cramer Consulting Group; and

WHEREAS, the applicant last received Site Plan approval by Town Board Resolution #206, dated March 5, 2013, with final Mylar copy signed on March 4, 2015; and

WHEREAS, the applicant has submitted an application for a foundation permit to the Building Department for the northerly building; and

WHEREAS, Michael Christian Simon, P.E., has signed and sealed the Grading & Excavation Plan from the approved Site Plan, dated April 3, 2015, indicating a total of 85,898 cubic yards of soil to be exported from the subject property; and

WHEREAS, the applicant received a Compatible Growth Area Hardship Waiver from the Pine Barrens Commission, dated December 21, 2011 and amended September 18, 2013, for the project; and

WHEREAS, the applicant received New York State Department of Environmental Conservation approval, Permit #1-4730-01022/00002 dated March 6, 2012 and revised May 29, 2014, for the excavation, exportation, and creation of the water park in conformance with the approved Site Plan; and

WHEREAS, the applicant received New York State Department of Transportation approval, Permit #7560 dated September 10, 2014 and extended April 1, 2015, for required right-of-way improvements on State Road 25 associated with the construction of the site entrance and in conformance with the approved Site Plan; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the forgoing, the Town Board hereby grants the grading permit requested by the applicant, such grading permit to authorize the exportation of not more than 85,898 cubic yards of soils in accordance with the application and calculations of Michael Christian Simon, P.E., and in

accordance with necessary approvals and permits; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect all permit fees, in the amount of \$171,896 dollars, representing \$2.00 per cubic yard for the exportation of said soils, in addition to a permit fee of \$100.00; be it further

RESOLVED, that payment of the fee of \$171,896 dollars shall be made in three (3) installments to the Building Department, as follows: (a) the first installment of \$57,298.67 shall be due at the time the Excavation Permit issues; (2) the second installment of \$57,298.67 shall be due eight (8) weeks thereafter; and (3) the third and final installment of \$57,298.66 shall be due sixteen (16) weeks after the Excavation Permit is released; be it further

RESOLVED, the Town Board requires a monitor, to be selected in writing by the Town Board and employed during the duration of the permit at expense to the applicant, to observe, keep daily work logs and provide weekly reports to the Town Board the progress of excavation and exportation totals pursuant to §64-2 C; and be it further,

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Island Water Park Corporation, 450A Main St, Port Jefferson, New York 11776; 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 be obtained for the Office of the Town Clerk.

THE VOTE

Giglio - ABSTAIN Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 524

**APPROVES THE CHAPTER 90 APPLICATION OF GARDEN OF EVE, LLC
(LONG ISLAND GARLIC FESTIVAL – September 19th & 20th, 2015)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 22, 2015, Eve Kaplan, on behalf of Garden of Eve, LLC submitted a Chapter 90 Application for the purpose of conducting an “Annual Long Island Garlic Festival” featuring vendors selling garlic and garlic related products, crafts and food and having music, to be held at 4558 Sound Avenue, Riverhead on Saturday, September 19, 2015 and Sunday, September 20, 2015 between the hours of 10:00 a.m. and 6:00 p.m.; and

WHEREAS, Garden of Eve, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application; and

WHEREAS, the applicable Chapter 90 fee has been paid.

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

RESOLVED that the Chapter 90 Application of Garden of Eve, LLC for the purpose of conducting an “Annual Long Island Garlic Festival” featuring vendors selling garlic and garlic related products, crafts and food, and having music, to be held at 4558 Sound Avenue, Riverhead on Saturday, September 19, 2015 and Sunday, September 20, 2015 between the hours of 10:00 a.m. and 6:00 p.m. is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) information; and be it further

RESOLVED, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles, **no later than August 1, 2015**; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than August 1, 2015**; and be it further

RESOLVED, that no parking shall be permitted along the roadway or on the farm lots located on the south side of Sound Avenue; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Garden of Eve, LLC, P.O. Box 216, Aquebogue, New York, 11931; 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 <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 # 525

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION
("Local Brewery Tasting Event" Fundraiser – July 11, 2015)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on May 27, 2015, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting a fundraiser event entitled "Local Brewery Tasting Event", to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, July 11, 2015 between the hours of 1:00 p.m. and 5:00 p.m.;

WHEREAS, the Polish Town Civic Association has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

RESOLVED, that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting a fundraiser event entitled "Local Brewery Tasting Event", to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, July 11, 2015 between the hours of 1:00 p.m. and 5:00 p.m. is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to the applicant's not-for-profit status; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of a Certificate of Insurance acceptable to the town Attorney;
- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); all of the above permits are to be received **no later than July 6, 2015**
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office **no later than July 6, 2015**; and be it further

RESOLVED, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at location(s) delineated on the associated site plan, provided further that service be by licensed alcohol service providers/TIPA-certified (Training for Intervention Procedures) waitstaff; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

Giglio	<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 # 526

**RATIFIES AGREEMENT BETWEEN WINSHIP MEDIA LLC AND
THE TOWN OF RIVERHEAD**

(Utilize parking police personnel and police cars –New York Wine & Food)

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 the terms and conditions of the Agreement in the form attached between the Town of Riverhead and in connection with the utilization of Town of Riverhead personnel and patrol cars; and be it further

RESOLVED, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Sam Kimball, Winship Media LLC, 720 Greenwich Street, Suite 8A, New York, New York 10014, Police Department, Accounting Department 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 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 TOWN OF RIVERHEAD AND
WINSHIP MEDIA LLC FOR UTILIZATION OF TOWN POLICE
PERSONNEL AND VEHICLES**

This Agreement is made and entered into as of this _____ day of June, 2015 by and between Winship Media LLC, a limited liability company existing under laws of the State of New York, having a principal place of business at 720 Greenwich Street, Suite 8A, New York, New York, 10014 and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Winship Media LLC, wishes to utilize the Town of Riverhead Police Department for the purposes of hosting a Food & Wine Festival at Jamesport Vineyards located at 1216 Main Road, Jamesport, New York, on June 27, 2015, between the hours of 2:00 p.m. and 10:00 p.m.; and

WHEREAS, the Town of Riverhead has agreed to permit the utilization of police personnel and vehicles for the events on June 27, 2015; and

WHEREAS, Winship Media LLC, agreed to terms under which it will be granted the use of said personnel and vehicles of the Riverhead Police Department for traffic control.

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

1. Use of Property: the Town of Riverhead hereby grants Winship Media LLC permission to utilize two (2) uniformed part-time police officers [one P-T officer from 2:00 p.m. to 10:00 p.m. & one P-T officer from 4:00 p.m. to 10:00 p.m.], one traffic control officer and police vehicles to provide traffic control for the event commencing at 2:00 p.m. and ending at 10:00 p.m. on June 27, 2015.

Winship Media LLC may not use any images of the police personnel and/or the police vehicles.

2. Cleanup: Winship Media LLC agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the agreement.

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

4. Compensation: In exchange for police personnel and/or the police vehicles as set forth above, Winship Media LLC, as required, will pay a sum of six hundred sixty and 62/100 dollars (\$660.62) for utilization of the police personnel police vehicles for a period commencing at 2:00 p.m. and continuing to 10:00 p.m. on June 27, 2015.

This sum shall be made payable to the Town of Riverhead and shall be paid at the time Winship Media LLC signs this Agreement. On the date of the event, Winship Media LLC may request assistance from the police officers beyond 10:00 p.m. for the hourly rate listed above and the Town of Riverhead will use its best efforts to provide such assistance. Any additional sums payable by Winship Media LLC under this Agreement shall be made within 30 days of the date hereof. Alternatively, in the event that it is determined that the police personnel are not needed and relieved earlier, the Town of Riverhead shall remit payment to by Winship Media LLC under this Agreement within 30 days of the date the Town of Riverhead is a receipt of an Official Voucher from Winship Media LLC.

5. Responsibilities of Winship Media LLC: Subject to the terms of this Agreement and such other agreement with venue, Winship Media LLC, agrees that it will be responsible for carrying out and shall have exclusive control of all operations associated with the events and related activities occurring upon the premises at 1216 Main Road, Jamesport, New York. Winship Media LLC, shall diligently and continuously engage in such cleanup efforts, if any, upon Main Road so that the entrance/exit area to the events remains completely clean and free of clutter and debris.

6. Insurance and Indemnification: Winship Media LLC, 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. Winship Media LLC shall provide certificate(s) of the foregoing insurance, showing the Town of Riverhead as additional insured to the extent of their interest. Finally, Winship Media LLC agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the events and related activities described herein, including actions, lawsuits, claims, liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Winship Media LLC and its employees, agents, representatives and concessionaires, except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by Town of Riverhead whether under this indemnification provision or otherwise, Winship Media LLC for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside

Attorney's fees incurred by the Town securing compliance with the provision of this indemnification agreement.

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

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

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

In Witness Whereof, Winship Media LLC has caused this instrument to be signed in its corporate name and Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

Winship Media LLC

By: _____
Name: Sam Kimball

The Town of Riverhead

By: _____
Name: Sean M. Walter, Supervisor

TOWN OF RIVERHEAD

Resolution # 527

**APPROVES CHAPTER 90 APPLICATION OF
STARFISH JUNCTION PRODUCTIONS LLC
“LONG ISLAND POTATO FESTIVAL”
(Calverton Links - Sunday, August 9, 2015)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 29, 2015, Andrew Calimano Jr., on behalf of Starfish Junction Productions LLC, submitted a Chapter 90 Application for the purpose of conducting a “Long Island Potato Festival”, having an expected total daily attendance of 1,000 attendees, to include food and craft sales, musical entertainment and the sale and service of alcoholic beverages, to be held at Calverton Links, 149 Edwards Avenue, Calverton. New York on Sunday, August 9, 2015, between the hours of 11:00 noon and 4:00 p.m.; and

WHEREAS, Starfish Junction Productions LLC has completed and filed a Chapter 90 Special Events – Short Form Application, together with a Short Environmental Assessment Form, in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617; and

WHEREAS, the applicable Chapter 90 Application fee has been paid for this event; and

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

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

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

RESOLVED that the Chapter 90 Application of Starfish Junction Productions LLC for the purpose of conducting a “Long Island Potato Festival”, having an expected total daily attendance of 1,000 attendees, to include food and craft sales, musical entertainment and the sale and service of alcoholic beverages, to be held at Calverton

Links, 149 Edwards Avenue, Calverton. New York on Sunday, August 9, 2015, between the hours of 11:00 noon and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of an acceptable Outdoor Safety Plan to be submitted to the Riverhead Fire Marshal;

RESOLVED, that Chapter 46 of the Riverhead Town Code entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Starfish Junction Productions LLC, 226 North Fehr Way, Bay Shore, New York, 11706 and Calverton Links, Attn: Parvis Farahzad, 750 Rte. 25A, Suite 3, Setauket, New York, 11733; 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 # 528

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF
THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 16, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of August, 2015 at 2:10 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

Be it enacted by the Town Board of the Town of Riverhead as follows:

CHAPTER 108

Zoning

Article XIII: Supplementary Use Regulations

§ 108-56.2 Signs, Vacant and Closed Stores.

A. Purpose and intent.

Vacant or closed stores with unattractive and unmaintained storefront windows detract from commercial streetscapes. Maintained and attractive commercial districts do not detract from the overall ambiance of the commercial community. It is the express purpose of this section to require that any store vacant and/or closed for a period of thirty (30) days within the DC-1 zoning use district shall be required to apply for signs in conformity with the sign ordinance (section 108-56) in order to: perpetuate the tasteful character and attractive appearance; promote good community planning and a positive aesthetic environment; protect property values; recognize the economic importance and attractiveness of properly sited and well-designed signs; preserve the historic character and architectural heritage of the Town; provide a more enjoyable and pleasing community; and to promote and accomplish the goals, policies and objectives of the 2003 Riverhead Comprehensive Master Plan.

B. Application for a sign permit. Unless otherwise stated herein, all signs permitted in this section shall have a sign permit issued by the Town of Riverhead Building Department as provided in section 108-56.1.

All signs shall be in conformity with the examples that follow. Vacant or closed window and/or other signs that do not conform shall not be permitted.

(2) Submission of the permit fee at time of application. All fees paid pursuant to this section are nonrefundable. Such fee shall be set from time to time by resolution of the Town Board.

MAINTAINING AN ATTRACTIVE DOWNTOWN COMMERCIAL
DISTRICT: GUIDELINES FOR VACANT OR CLOSED STORES

CONTENTS

TOWN SIGN CODE

1. Storefronts signs
2. Window paper with graphics
3. Real estate signs

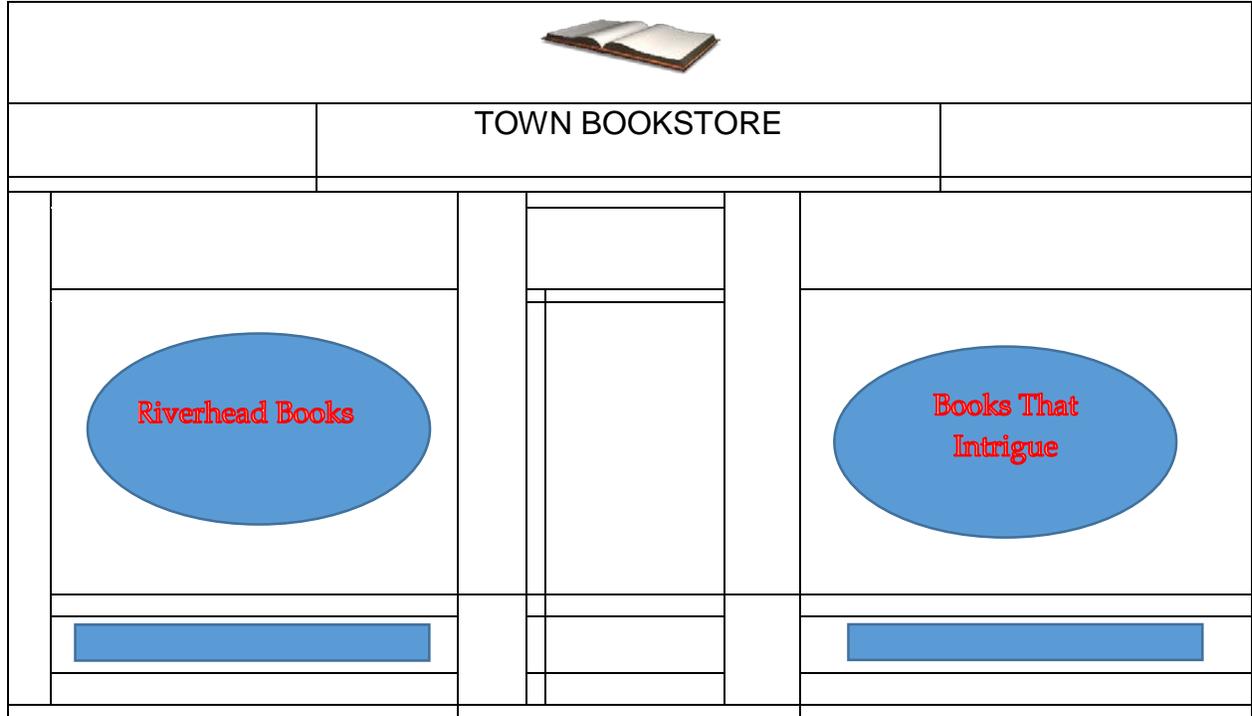
PERMITTED

4. Window display and a screen
5. Window signs and a screen
6. Posters placed 4 feet in from the windows
7. A window display in the public interest

NOT PERMITTED

8. Papered-over windows
9. Empty display windows

SIGN CODE: STOREFRONT SIGNS



20'-0"

The Town of Riverhead Code pertaining to signs for commercial buildings can be accessed on the internet by clicking the "Town Code" tab at www.townofriverheadny.gov and then selecting Chapter 108 Zoning and subsection 108-56 Signs.

PERMIT REQUIRED: Approval for any sign must be obtained from the Architectural Review Board before the sign is installed. The sign application is available at Building Department, 201 Howell Avenue, Riverhead, NY 11901 or on the internet by clicking the "Applications & Forms" tab at www.townofriverheadny.gov

DEFINITION OF A SIGN: Any advertising structure, display board, screen, structure, shadow box, poster, mannequin, banner, pennant, cloth, bill, bulletin, painting, printing or other device or object or part thereof used to announce, identify, declare, demonstrate, display or in any manner advertise or attract the attention of the public by means of letters, words, figures or colors.

DEFINITION OF A WINDOW SIGN: Any sign placed on the inside (within no more than four feet) or outside of any window or door of any building which is visible from a sidewalk, street or other public place, not including merchandise on display.

SIGN AREA: A storefront may have a total sign area not exceeding one square foot for each horizontal foot of the storefront. Window signs shall occupy no more than 25% of the window area. The area of a sign shall be measured by the area of the largest rectangle required to enclose the sign. The storefront illustrated above, which is 20' wide, has the maximum sign area of 20 square feet. The principal sign is 9 s.f., each window sign is 4.5 s.f. and each book logo is 1 s.f.

TOWN SIGN CODE: WINDOW PAPER WITH GRAPHICS



In the above illustration, paper with lettering has been applied to the display windows of a store that is closed during the off-season.

This treatment is not allowed. According to the Town sign code, these sheets of paper with lettering are window signs and are illegal because they cover more than 25% of the window area.

If these sheets with lettering were placed as a screen at a distance greater than 4 feet in from the window they would not need a permit and there would be no restriction in size.

•-----3'-0"

All signs need permits.
Signs cannot exceed 25% of the window area.

■---3'-0"-----

----- 3"-1"

----- «~

Screen placed 3'
-1" from the
window is
exempt

TOWN SIGN CODE: REAL ESTATE SIGNS



A real estate sign may be placed without a sign permit subject to the following restrictions:

- (1) The real estate sign shall not exceed 9 square feet in area.
- (2) Only one real estate sign per property is permitted.

This illustration shows the maximum allowable real estate sign of 9 square feet.

RECOMMENDED: WINDOW DISPLAY AND A SCREEN

TOWN SURF SHOP



In the storefront illustrated above, merchandise is left on display while the store is closed during the off-season.

A screen placed at a distance greater than 3 feet from the window contains graphics.

A glazed door may be screened by a roller blind.

By keeping merchandise on display, the storefront has visual interest and continues to contribute to the life of the business district.

RECOMMENDED: WINDOW SIGNS AND A SCREEN



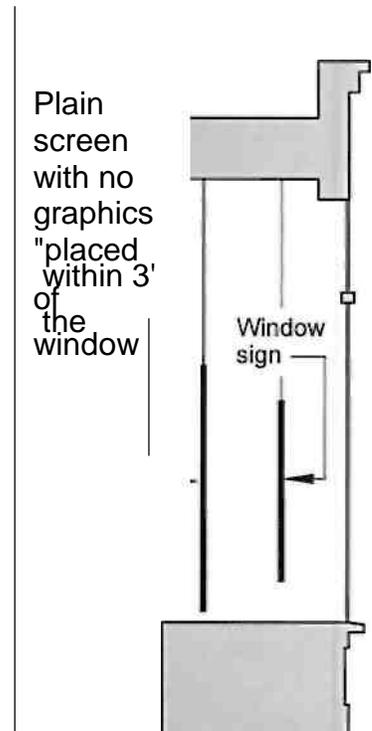
In the storefront illustrated above, signs that meet the Town of Riverhead sign code are placed in the window while the store is closed during the off-season.

In this example, the permanent store sign is only 4 square feet while the maximum allowable sign area for the storefront, which is 20' wide, is 20 square feet. The difference of 16 square feet may be applied to window signs. Each display window is 32 square feet in area allowing a maximum window sign of 8 square feet (25% of 32s.f.).

The above window signs illustrate the maximum size of 8 square feet that is allowed in each display window.

In this example, a plain screen, 4 feet high, is positioned behind the signs to further close off the view of the store interior.

The window signs give the storefront a visual focus and allow the store to remain a positive presence in the business district.



PERMITTED: POSTERS PLACED 3 FEET IN FROM THE WINDOWS

FINE CLOTHING



OPEN
MAY I

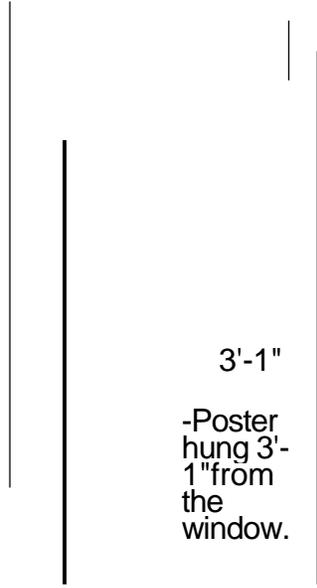


In the storefront illustrated above, posters (approximately 4 feet square) are placed within the store at a distance from the window that is greater than 3 feet.

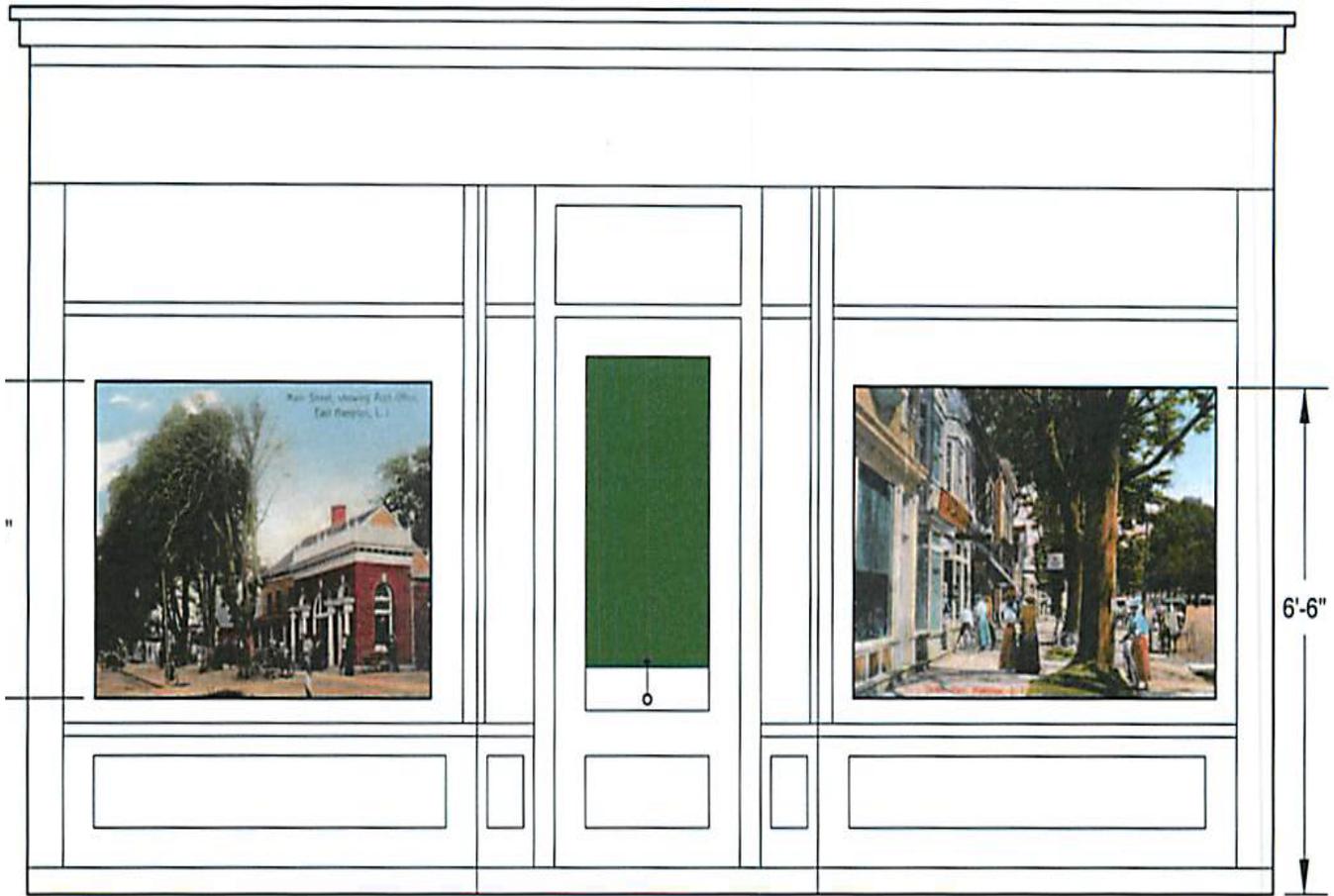
A similar option is to display graphics on a pull-down screen set more than four feet from the window.

Posters or screens at this location are not considered window signs and do not require a sign permit as they would if placed within 3 feet of the windows.

These large posters both provide a visual focus for the storefront and adequately screen the store interior.



PERMITTED: A WINDOW DISPLAY IN THE PUBLIC INTEREST



One option for a window display in a vacant store is an exhibit that benefits the public. In the storefront illustrated above, posters of historic photographs are placed in the windows.

These posters give the storefront an attractive and interesting appearance. The posters, which are 4 feet high, also screen the store interior.

An exhibit of historic objects or of art could also be a display in the public interest.

The Town may provide information to property owners or tenants interested in placing a display in the public interest in their storefront.

NOT RECOMMENDED: PAPERED-OVER WINDOWS



Plain paper of a single color with no text or graphics may not be applied to a window and shall not be granted without a sign permit.

A storefront with papered-over windows detracts from the character of the business district and this treatment is discouraged.

Papered-over windows are appropriate only as a temporary installation while renovation and construction work is underway within a store.

When windows must be papered, they should be covered with a single sheet, which makes a neater appearance than does multiple pieces taped together. Kraft paper is readily available in 4' rolls. In the storefront illustrated above, the windows are covered with paper that is 4 feet wide. This provides a screen that is high enough to block the view of pedestrians.

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

Dated: Riverhead, New York
July 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 529

**AWARDS BID FOR ANNUAL DIESEL
MAINTENANCE FOR THE 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 annual diesel maintenance for the Riverhead Water District; and

WHEREAS, bids were received, opened and read aloud on the 11TH day of June, 2015, 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 Town Board hereby awards the bid for annual diesel maintenance for the Riverhead Water District to Alternate Power Solutions., at the attached rates for work to be performed; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Alternate Power Solutions, 42 Field Street, West Babylon, New York, 11704; 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

**ANNUAL DIESEL MAINTENANCE
 BID PROPOSAL SHEET
 BID #RWD-2015-33**

Item #1 – Annual Maintenance Bid (three [3] units total) \$ 435⁰⁰ L.S. per unit
 Item #2 – Annual Maintenance Bid w/Generators
 (seven [7] units) \$ 445⁰⁰ L.S. per unit

Item #3 - Labor:

a) During normal business hours \$ 93⁰⁰ per hr.
 b) After normal business hours \$ 135⁰⁰ per hr.
 c) Weekends \$ 135⁰⁰ per hr.
 d) Sundays & Holidays \$ 165⁰⁰ per hr.
 *e) Estimated mileage normal business hours \$ _____ per mi.
 *f) Estimated mileage after hours & weekends \$ _____ per mi.
 *g) Normal response time ~~24~~ 24 hr/min.
 *h) Emergency response time ~~4~~ 4 hr/min.

*Please supply point of origin: _____

(NOTE: For regular maintenance, "point of origin" shall be deemed to be calculated from the last job site. In an emergency, "point of origin" shall be from headquarters)

Item #4 - Parts and Components

(Lump Sum [L.S.] = \$ amount + percentage; ex., \$100 x 20% = \$120.00 L.S.)

a) Up to \$100 certified cost plus 18 % = \$ 118 L.S.
 b) Up to \$500 certified cost plus 18 % = \$ 590 L.S.
 c) Up to \$1000 certified cost plus 18 % = \$ 1180 L.S.
 d) Up to \$5000 certified cost plus 18 % = \$ 5900 L.S.
 e) Above \$5000 certified cost plus 18 % = \$ 5900 + L.S.

ATTACH CERTIFICATION/TRAINING DOCUMENTATION PER PAGE 4

ALTERNATE Power SOLUTIONS

TOWN OF RIVERHEAD

Resolution # 530

**AWARDS BID FOR QUICK LUBE
MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for quick lube maintenance for the Riverhead Water District; and

WHEREAS, bids were received, opened and read aloud on the 11th day of June, 2015, at 11:05 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 Town Board hereby awards the bid for annual diesel maintenance for the Riverhead Water District to North Shore Generator Systems, Inc., at the attached rates for work to be performed; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 22 Industrial Blvd, Suite 12A, Medford, New York, 11763.

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

QUICK LUBE BID PROPOSAL SHEET
BID #: RWD-2015-34

1. Quick Lube Bid (three [3] units total) \$ 1350⁰⁰ L.S. per unit 450⁰⁰ eac
2. Quick Lube Bid with Generator (seven [7] units) \$ 3150⁰⁰ L.S. per unit 450 eac

QUICK LUBE RWD-2015-34

17 COMPANY _____

**North Shore
Generator Systems Inc.**
22 Industrial Blvd, Suite 12A
Medford, NY 11763

TOWN OF RIVERHEAD

Resolution # 531

**AWARDS BID FOR WELL AND PUMP TESTING, EVALUATION
REPORTING AND INFORMATION MANAGEMENT
FOR THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for Well and Pump Testing, Evaluation, Reporting and Information Management; and

WHEREAS, bids were received, opened and read aloud on the 17^h day of March, 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 Well and Pump Testing, Evaluation, Reporting and Information Management be and is hereby awarded to Victor Elefante Technical Services per the attached bid; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934; 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

APPENDIX B

**BID PROPOSAL
RIVERHEAD WATER DISTRICT
WELL AND PUMP TESTING, EVALUATION, REPORTING
And INFORMATION MANAGEMENT**

Bidder Name: VICTOR ELEFANTE TECHNICAL SERVICES

ITEM 1 – Well & Pumps Testing, Evaluation, Reporting & Information Management

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 500⁰⁰
- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 165⁰⁰
- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 130⁰⁰
- *IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0⁰⁰

ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.

Hourly rate based upon the assumption
Of 10 hrs per well 1,400⁰⁰
\$ 1,400⁰⁰
- *II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0⁰⁰

BID PROPOSAL (continued)

ITEM 3 - Power Cost Reduction Services

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140⁰⁰ per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2335.00

***Attach certification and/or licences**

BID PROPOSAL SHEET
BID #2013-20-RWD

ALL PRICES ARE "PER ITEM", UNLESS OTHERWISE STATED

**ALL BRASS ITEMS BID MUST BE "NO-LEAD" PURSUANT
 TO THE REDUCTION OF LEAD IN DRINKING WATER ACT
 (SENATE BILL 3874 SIGNED JANUARY, 2011)**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
1.	5/8" x 1/2" SR II ECR Meter	\$ <u>111.17</u>
2.	3/4" SR II ECR Meter	\$ <u>140.69</u>
3.	1" SR II ECR Meter	\$ <u>178.91</u>
4.	1 1/2" SR ECR Meter * 1 1/2" Omni RZ	\$ <u>411.40</u>
5.	2" SR ECR Meter * 2" Omni RZ	\$ <u>577.23</u>
<hr/>		
6.	5/8" x 1/2" SR II TRPL Meter	\$ <u>125.38</u>
7.	3/4" SR II TRPL Meter	\$ <u>154.91</u>
8.	1" SR II TRPL Meter	\$ <u>193.11</u>
9.	1 1/2" SR TRPL Meter * 1 1/2" Omni RZ	\$ <u>411.40</u>
10.	2" SR TRPL Meter * 2" Omni RZ	\$ <u>577.23</u>
	* 1 1/2" & 2" SR no longer available.	
<hr/>		
11.	5/8" x 1/2" iPERL Meter*	\$ <u>106.38</u>
12.	3/4" iPERL Meter*	\$ <u>119.52</u>
13.	1" iPERL Meter*	\$ <u>157.97</u>
	iPerl meters are 2-wire w/6' wire & TR/PL sensor	
<hr/>		
<u>IPERL ACCESSORIES</u>		
14.	Strainers for iPerl meters	\$ <u>.50</u>
15.	Touch Pad	\$ <u>5.82</u>
16.	TR/PL Housing	\$ <u>8.14</u>
17.	25' 2-Wire Cable TR/PL Sensor End	\$ <u>21.22</u>
18.	6' 3-Wire Cable - Plain End	\$ <u>17.14</u>
19.	25' 3-Wire Cable - Plain End	\$ <u>20.56</u>
20.	6' 3-Wire Cable - TR/PL Sensor End	\$ <u>26.46</u>

COMPANY NAME T. Mina Supply, Inc.
 Riverhead Water District

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
21.	25' 3-Wire Cable – TR/PL Sensor End	\$ <u>29.89</u>
22.	1.5" R ² Omni Meter	\$ <u>411.40</u>
23.	2" R ² Omni Meter	\$ <u>577.23</u>
24.	1.5" C ² Omni Meter	\$ <u>932.23</u>
25.	2" C ² Omni Meter	\$ <u>1,075.65</u>
26.	3" C ² Omni Meter	\$ <u>1,362.49</u>
27.	4" C ² Omni Meter	\$ <u>2,360.43</u>
28.	6" C ² Omni Meter	\$ <u>4,087.47</u>
29.	8" C ² Omni Meter	\$ <u>7,440.00</u>
30.	10" C ² Omni Meter	\$ <u>9,600.00</u>
31.	1.5" C ² Omni Electronic Register	\$ <u>206.05</u>
32.	2" C ² Omni Electronic Register	\$ <u>206.05</u>
33.	3" C ² Omni Electronic Register	\$ <u>206.05</u>
34.	4" C ² Omni Electronic Register	\$ <u>206.05</u>
35.	6" C ² Omni Electronic Register	\$ <u>206.05</u>
36.	8" C ² Omni Electronic Register	\$ <u>206.05</u>
37.	10" C ² Omni Electronic Register	\$ <u>206.05</u>
38.	1.5 T ² Omni Meter	\$ <u>637.98</u>
39.	2" T ² Omni Meter	\$ <u>756.73</u>
40.	3" T ² Omni Meter	\$ <u>943.01</u>
41.	4" T ² Omni Meter	\$ <u>1,835.84</u>
42.	6" T ² Omni Meter	\$ <u>3,305.11</u>
43.	8" T ² Omni Meter	\$ <u>6,320.00</u>
44.	10" T ² Omni Meter	\$ <u>8,240.00</u>

COMPANY NAME T. Mina Supply, Inc
Riverhead Water District

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
45.	1.5" T ² Omni Electronic Register	\$ <u>206.05</u>
46.	2" T ² Omni Electronic Register	\$ <u>206.05</u>
47.	3" T ² Omni Electronic Register	\$ <u>206.05</u>
48.	4" T ² Omni Electronic Register	\$ <u>206.05</u>
49.	6" T ² Omni Electronic Register	\$ <u>206.05</u>
50.	8" C ² Omni Electronic Register	\$ <u>206.05</u>
51.	10" C ² Omni Electronic Register	\$ <u>206.05</u>

COMPACT

52.	4" F2 Omni Fire Meter	\$ <u>5,102.95</u>
53.	6" F2 Omni Fire Meter	\$ <u>7,492.98</u>
54.	8" F2 Omni Fire Meter	\$ <u>11,218.00</u>
55.	10" F2 Omni Fire Meter	\$ <u>11,046.00</u>

56.	4" F2 Omni Fire Meter	\$ <u>5,846.52</u>
57.	6" F2 Omni Fire Meter	\$ <u>7,594.09</u>
58.	8" F2 Omni Fire Meter	\$ <u>11,999.00</u>
59.	10" F2 Omni Fire Meter	\$ <u>16,898.00</u>

60.	4" F2 Omni Electronic Register	\$ <u>206.05</u>
61.	6" F2 Omni Electronic Register	\$ <u>206.05</u>
62.	8" F2 Omni Electronic Register	\$ <u>206.05</u>
63.	10" F2 Omni Electronic Register	\$ <u>206.05</u>

64.	5/8" SR ECR Meter Conversion Kit	\$ <u>59.63</u>
65.	3/4" SR ECR Meter Conversion Kit	\$ <u>59.63</u>
66.	1" SR ECR Meter Conversion Kit	\$ <u>59.63</u>
67.	5/8" SR II ECR Meter Conversion Kit	\$ <u>59.63</u>
68.	3/4" SR II ECR Meter Conversion Kit	\$ <u>59.63</u>
69.	1" SR II ECR Meter Conversion Kit	\$ <u>59.63</u>

COMPANY NAME T. Mina Supply, Inc.
Riverhead Water District

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<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>NET DELIVERED PRICE</u>
70.	5/8" SR TRPL Meter Conversion Kit	\$ <u>69.44</u>
71.	3/4" SR TRPL Meter Conversion Kit	\$ <u>69.44</u>
72.	1" SR TRPL Meter Conversion Kit	\$ <u>69.44</u>
73.	1.5" SR TRPL Meter Conversion Kit	\$ <u>69.44</u>
74.	2" SR TRPL Meter Conversion Kit	\$ <u>69.44</u>
75.	5/8" SR II TRPL Meter Conversion Kit	\$ <u>69.44</u>

		TOUCH COUPLER VERSION	WIRED VERSION
76.	MXU 510R Single Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ <u>114.00</u>	\$ <u>108.00</u>
77.	MXU 510R Dual Port Meter Transceiver Unit for use in non-pit (inside) installations	\$ <u>125.00</u>	\$ <u>120.00</u>
78.	MXU 520R Single Port Meter Transceiver Unit for use in pit installations	\$ <u>115.00</u>	
79.	MXU 520R Dual Port Meter Transceiver Unit for use in pit installations	\$ <u>130.00</u>	
80.	Series AR5502 RF Handheld Device with Communications/Charger Stand	\$ <u>9,450.71</u>	
81.	Series AR5502 RF Handheld Device	\$ handhelds are purchased with stand (see item 80)	
82.	Series AR5502 RF Handheld Device Communications/Charger Stand	\$ <u>see item 80</u>	
83.	Auto Read Handheld Device/Programmer Standard Model AR5002 Upgrade w/ Communications/Charger Stand	\$ <u>5,963.04</u>	
84.	Auto Read Handheld Device/Programmer Standard Model AR5002	\$ handheld for trade are purchased with stand (see item 83)	
85.	Auto Read Handheld Device Communications/Charger Stand	\$ <u>see item 83</u>	
86.	Auto Gun RF 4090	\$ <u>998.84</u>	
87.	Auto Gun Pit Probe Extension	\$ <u>195.00</u>	
88.	1.5" Companion Brass Meter Flange & Gaskets* (NO LEAD)	\$ <u>86.70</u>	

COMPANY NAME T. Mina Supply, Inc
Riverhead Water District

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89. 2" Companion Brass Meter Flange & Gaskets* \$ 113.20
 90. 4" Companion Brass Meter Flange & Gaskets* \$ NO BID
 91. 6" Companion Brass Meter Flange & Gaskets* \$ NO BID
 *Includes nut and bolt; (2) needed for each meter

> "NO LEAD"

BELOW ITEMS FOR USE WITH OMNI METERS:

ITEM #	ITEM DESCRIPTION	NET DELIVERED PRICE
90.	1.5" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>NO BID</u>
91.	2" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>NO BID</u>
92.	4" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>81.25</u>
93.	6" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>96.25</u>
94.	8" Companion Cast Iron Meter Flange & Gaskets**	\$ <u>122.50</u>

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

95. Maintenance and Repair Parts (i.e., freeze plates, gaskets, registers, etc.)
24 % discount off current 2013-2014 catalog list pricing (include copy of current catalog pricing sheet)

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

July 16, 2013
 DATE

[Signature]
 SIGNATURE OF AGENT/DEALER

Thomas C. Mina - T. Mina Supply, Inc.
 PRINTED NAME OF AGENT/DEALER

1168 Long Island Avenue
 ADDRESS

Holtsville NY 11742
 CITY, STATE, ZIP CODE

Michael Voyias
 CONTACT PERSON michael.voyias@tmina.com

COMPANY NAME T. Mina Supply, Inc.
 Riverhead Water District

AMR Accessories
AMR Accessories Parts List Sheet

LIST PRICE

No.	Description	Price	Discount Applied
		Prefix # 803	
AMR-803 R6 AMR Accessories			
HSPU			
023	Shield	\$ 50.35	
024	Water Proof Connector Assembly, Complete	\$ 5.58	
025	Packing Nut	\$ 0.45	
026	Washer	\$ 0.30	
027	Grommet	\$ 1.70	0%
028	Seal Screw	\$ 1.77	
029	Cover	\$ 1.32	
030	O-Ring	\$ 0.50	
031	Terminal Screws	\$ 0.14	
TouchRead			
032	ECR Dust Cover	\$ 1.61	
033	TRC Terminal Cover	\$ 18.28	
034	Terminal Screws	\$ 0.14	
035	ECRAWP O-Ring	\$ 0.45	
036	ECRAWP Terminal Cover	\$ 1.92	
037	Grommet	\$ 0.55	
038	Packing Nut (Ill 35, 36, 37)	\$ 0.45	
039A	TouchPad - Black	\$ 28.53	
039B	TouchPad - Tan	\$ 28.53	0%
039C	TouchPad - Purple	\$ 28.53	
040	TouchPad Terminal Screws	\$ 0.14	
045	TR/PL Housing Assembly	\$ 21.42	
046	TR/PL Upper Housing	\$ 11.19	
047	TR/PL Locking Nut	\$ 4.81	
048	TR/PL Sensor Locking Plug	\$ 8.62	
049	TR/PL Sensor with 8' Wire	\$ 16.75	
050	TR/PL Sensor with 20' Wire	\$ 16.75	
MXU			
053	Bracket	\$ 7.45	
054B	MXU Battery 505C "C" Cell Battery	\$ 39.12	
055	Gel Caps	\$ 0.31	
056	Crimping Tool	\$ 83.84	
083	M510 Battery, Radio or FlexNet	\$ 48.16	
084	M520 Battery, Radio or FlexNet	\$ 54.21	
085	Model 520R Housing Assembly Complete	\$ 28.45	
085X	Model 520X Housing Assembly Complete	\$ 44.58	
085A	Model 520R Pll Lid Housing	\$ 14.25	
085B	Model 520X Pll Lid Housing	\$ 26.80	
085C	Model 520R/520X TR/PL Adaptor (available in quantities of 10)	\$ 6.84	0%
085D	Model 520R/520X Boot	\$ 5.13	
085E	Model 520R/520X Pll Locking Nut	\$ 6.27	
085F	Model 520R/520X Boot Locking Clip	\$ 2.84	
085G	Model 520X Insulated Isolation Sleeve	\$ 2.13	
085H	Gel Cap Cover (3V enabled units only)	\$ 1.87	
086	Model 520 Wire Cover	\$ 3.97	
088	Model 510 TouchCoupler Spacer Assembly Complete	\$ 11.39	
089	TouchRead Extension Cable (Leads TR/PL Housing)	\$ 25.08	
090	TouchRead Extension Cable (With TR/PL Housing)	\$ 36.90	
091	TouchCoupler Kit (Spacer + TouchPad Cover)	\$ 11.07	
Cables			
092	AR5000 M900 Cable	\$ 343.88	
093	PRO USB to RS232 Serial Adapter	\$ 131.87	0%
4080 AutoGun			
062	Snap Ring	\$ 5.25	
088	Sensor Nut	\$ 4.17	
089	Cable for Connection to Charging Stand	\$ 13.23	
071	AutoGun Wall Mount Charger	\$ 78.50	0%
072	Auto Gun Bottom Dust Cap	\$ 24.97	
073	AutoGun Sensor	\$ 173.10	
074	Bracket	\$ 23.62	
Reading Equipment / Programmers			
070	Charging Stand Wall Power Cable	\$ 27.59	
075	AR5000 / AR5500 Battery Replacement	\$ 174.01	
076	External Battery Charger	\$ 328.45	
077	AC (US) Wall Charger for AR5000/AR5500	\$ 119.89	
078	Cigarette Lighter Charger for AR5000/AR5500	\$ 58.15	
079	Hand Strap	\$ 51.29	0%
080	Shoulder Strap	\$ 34.20	
081	Holster Case	\$ 232.67	
082	User Manual	\$ 54.73	
084	CommandLink Wall Charger	\$ 74.79	
095	Roof Mount Antenna	\$ 899.79	
	HHD Shoulder Harness	\$ 27.85	
AR5005	Communications/Charging Stand, Master	\$ 1,033.67	
AR5006	Communications/Charging Stand, Auxiliary	\$ 950.87	
	SmartGun Connection Cable for 5000 Series and Compatible Handheld Units	\$ 219.20	
	GPS Receiver (AR5501 FlexNet Programming HHD)	\$ 901.51	

Notes:

* Please order parts by part number. Use the prefix 803 along with the item number. Example: 803008, 803023, 803024

SR & SR II Meter Parts

SR Meter Parts List

SR II Meter Parts List

LIST PRICE

No.	Description	Price		Discount Applied	
		5/8"	3/4"		
		7505	7506	7508	
PD-303 R6 SR II Meter Parts - 5/8" - 1"					
001A	Register Lid - Bronze ¹	\$ 6.21	\$ 6.21	\$ 6.21	
001B	Register Lid - Plastic ¹	\$ 3.66	\$ 3.66	\$ 3.66	
001C	Register Lid - Plastic (ICE/Electronic Register)	See Conversion Kit Pricing			0%
001D	Electronic Register Lid	\$ 3.34	\$ 3.34	\$ 3.34	
001E	Electronic Register TR Cover	\$ 2.07	\$ 2.07	\$ 2.07	
002A	Hinge Pin - Bronze Lid ¹	\$ 0.24	\$ 0.24	\$ 0.24	
002B	Hinge Pin - Plastic Lid ¹	\$ 0.24	\$ 0.24	\$ 0.24	
002C	Electronic Register Magnet	\$ 1.75	\$ 1.75	\$ 1.75	
003A	Register Bonnet - Bronze ¹	\$ 14.30	\$ 14.30	\$ 14.30	
003B	Register Bonnet - Plastic Screw ¹	\$ 8.35	\$ 8.35	\$ 8.35	
003C	Register Bonnet - Plastic Pin ¹	\$ 8.35	\$ 8.35	\$ 8.35	
003D	Bayonet Ring	\$ 6.02	\$ 6.02	\$ 6.02	
003E	Electronic Register Bonnet	\$ 5.04	\$ 5.04	\$ 5.04	
004A	Tamper Resistant Screw ^{2,3}	\$ 1.41	\$ 1.41	\$ 1.41	
004B	Electronic Register Lock	\$ 0.85	\$ 0.85	\$ 0.85	
006	Sealed Register (DR) ⁴	\$ 35.75	\$ 35.75	\$ 35.75	
006A	Register (ICE/Electronic Register)	See Conversion Kit Pricing			n/a
007	Register Retaining Ring	\$ 3.04	\$ 3.04	\$ 3.04	
008	Maincase ⁵	\$ 62.70	\$ 125.18	\$ 177.33	
009	Connection Gasket - Leather	\$ 0.14	\$ 0.31	\$ 0.52	
010	Connection - Straight 1/2 set	Contact Sensus for Pricing			n/a
011	Connection - Bent 1/2 set	Contact Sensus for Pricing			n/a
013	Stralpher	\$ 1.66	\$ 2.31	\$ 3.04	
014A	Measuring Chamber, Complete Tested (Rocksyn) w/ rubber division plate	\$ 32.61	\$ 59.25	\$ 86.60	
014B	Measuring Chamber, Complete Tested (Rocksyn) w/ plastic division plate	\$ 32.61	\$ 59.25	\$ 86.60	
17A	Division Plate-rubber	\$ 1.58	\$ 1.81	\$ 2.84	
17B	Division Plate-plastic	\$ 1.58	\$ 1.81	\$ 2.84	
18	Control Roller	\$ 2.01	\$ 2.01	\$ 2.01	
020	Measuring Chamber Outlet Gasket	\$ 0.97	\$ 1.58	\$ 2.63	
021	Bottom Plate Gasket	\$ 1.72	\$ 2.01	\$ 2.63	
022	Bottom Plate Liner	\$ 1.72	\$ 2.31	\$ 2.97	
023A	Bottom Plate - Cast Iron	\$ 7.36	\$ 9.34	\$ 13.57	
023B	Bottom Plate - Plastic	\$ 7.36	N/A	N/A	
023C	Bottom Plate - Bronze	\$ 16.67	\$ 25.04	\$ 41.69	
024A	Maincase Cap Screw - Stainless, Washer	\$ 1.35	\$ 2.55	\$ 2.55	

- 024B Maincase Cap Screw - Stainless, Washer, Drilled
- 025A Maincase Cap Screw - Bronze, Washerhead
- 025B Maincase Cap Screw - Bronze, Washerhead, Drilled

No.	Description	Price	Prefix #
		1.58	
		1.81	
		2.15	
		2.84	
		2.84	
		3.04	

No.	Description	Price	Prefix #
		7.505	

PD-303 R6 SR II Meter - Accessory Equipment

026	Spanner Wrench	\$	30.24
027	1/4" Drive Security Socket	\$	22.88
028	Test Ring for Standard Register	\$	2.56
029	Thread Protectors - 5/8" - 1"	\$	0.14
030	Sealing Tool	\$	208.62
031	Sealing Tool Die	\$	52.13
032	Register Tester	\$	337.44
033	Seal Wire 24" Length	\$	0.45
034	Lead Seal	\$	0.05
035	Seal Wire 1000 ft Spool, not shown	\$	125.18
036	SR II Bonnet Wrench	\$	9.34

0%

No.	Description	Price	Prefix #
		5/8"	0805
		3/4"	0806
		1"	0808

PD-763 R6 SR Meter Parts - 5/8" through 1"

001	Register Cover - Brass ⁷	\$	7.37	\$	7.36	\$	7.36
002	Register Cover Hinge Pin	\$	0.68	\$	0.68	\$	0.68
003	Sealed Register (DR) ^{4, 8}	\$	35.75	\$	35.75	\$	35.75
004	Register Gasket	\$	0.76	\$	0.76	\$	0.77
010	Strainer	\$	4.55	\$	5.71	\$	8.00
011	Measuring Chamber Gasket	\$	1.48	\$	1.81	\$	2.56
012A	Measuring Chamber Complete - Rocksyn	\$	32.61	\$	59.25	\$	86.60
009	Register Retainer	\$	3.46	\$	3.46	\$	3.46
019	Full Liner for Cast Iron Bottom Plate	\$	1.81	\$	3.13	\$	4.22
020A	Bronze Bottom Plate Gasket (5/8" Size Only)	\$	1.81	\$	3.13	\$	4.22
020B	Bronze Bottom Plate Liner (3/4"-1")	\$	N/A	\$	3.13	\$	4.21
021	Plastic Bottom Plate Gasket (5/8" Size Only)	\$	1.81	\$	N/A	\$	N/A
022A	Bronze Bottom Plate	\$	33.41	\$	50.07	\$	83.47
022B	Cast Iron Bottom Plate	\$	9.34	\$	12.58	\$	18.55
022C	Plastic Bottom Plate (5/8" Size Only)	\$	9.34	\$	N/A	\$	N/A
023	Stainless Steel Cap Screw Washer ⁹	\$	0.45	\$	0.52	\$	0.52
024A	Stainless Steel Cap Screw ¹⁰	\$	1.35	\$	2.54	\$	2.54
024B	Stainless Steel Cap Screw Drilled for Seal Wire ¹⁰	\$	1.58	\$	2.84	\$	2.84
025A	Bronze Cap Screw ¹⁰	\$	1.81	\$	2.84	\$	2.84
025B	Bronze Cap Screw, Drilled for Seal Wire	\$	2.15	\$	3.04	\$	3.04
013	Measuring Chamber O-ring	\$	1.66	\$	2.55	\$	2.55
015	Division Plate	\$	5.22	\$	7.85	\$	10.41
017	Piston Roller	\$	2.01	\$	2.01	\$	2.01

0%

No.	Description	Price
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Prefix #	Size	1 1/2"	2"
0810			0812

PD-753 R6 SR Meter Parts - 1 1/2" through 2"

001 Register Cover - Brass		\$ 7.37	\$ 7.37
002 Register Cover Hinge Pin		\$ 0.68	\$ 0.68
003 Sealed Register (DR) ^{4,8}		\$ 35.75	\$ 35.75
004 Register Gasket		\$ 0.77	\$ 0.77
005 Register Retainer		\$ 3.46	\$ 3.46
006A Maincase Cap Screw Stainless Steel ¹⁰		\$ 2.54	\$ 2.54
006B 6A Drilled for Seal Wire ¹⁰		\$ 2.84	\$ 2.84
006C Maincase Cap Screw Bronze ¹⁰		\$ 2.84	\$ 2.84
006D 6C Drilled for Seal Wire ¹⁰		\$ 30.48	\$ 30.48
008 Main Flange Gasket		\$ 6.21	\$ 7.37
009A Measuring Chamber Complete - Rocksyn		\$ 299.08	\$ 334.99
011 Division Plate		\$ 12.58	\$ 16.57
013 Piston Roller		\$ 9.43	\$ 11.48
015 Measuring Chamber Gasket		\$ 3.66	\$ 4.72
016A Strainer - Plastic		\$ 13.49	\$ 20.91
016B Strainer - Stainless Steel		\$ 22.88	\$ 27.55

Prefix #	845

PD-753 R6 SR Meter - Accessory Equipment

026 Spanner Wrench		\$	\$ 31.14
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Notes:

- ¹ Bronze lids must be used with bronze bonnets and plastic lids with plastic bonnets.
- ² Requires a 1/4" drive tool (order separately) for use.
- ³ Can be used only with plastic register bonnet.
- ⁴ Specify registration by letter designation:
 - A. US Gallon
 - B. Cubic Feet
 - C. Cubic Meters
 - D. Other (specify)
- ⁵ Specify spud size by letter designation:
 - A. 5/8"
 - B. 5/8" x 3/4"
 - C. 3/4"
 - D. 1"

- ⁶ For 3/4" maincase specify 9" or 7-1/2" laying length; 7-1/2" length available only with 3/4" spud
- ⁷ Plastic lid discontinued March 31, 2008
- ⁸ Specify register diameter (2-7/8" or 3-3/8") when ordering this part.
- ⁹ Not required with washerhead screw.
- ¹⁰ Washerhead Screw.
- ¹¹ Please specify the register identification number printed below the odometer. (Example: 3/4" T-01)
- ¹² Please order parts by part number. Use the prefix at the top of the column (size) along with the item number. Example: 7505001A, to order 5/8" Bronze Register Lid

OMNI R² Meter Parts

OMNI R² Meter Parts List

LIST PRICE

No.	Description	Price	
		1/2"	2"
		R1	R2
OMNI R² Meter Parts - 1 1/2" - 2"			
001	R ² Bonnet Lid	\$ 10.47	\$ 10.47
002	Hinge Pin	\$ 3.56	\$ 3.56
003	Bonnet	\$ 16.75	\$ 16.75
004	Bonnet Seal Screw	\$ 1.55	\$ 1.55
005A	Register Probe O-Ring	\$ 0.54	\$ 0.54
005B	Register w/AMR	\$ 206.66	\$ 206.66
005C	Register w/ ERT Cable	\$ 214.85	\$ 214.85
005D	Register w/ AMR - Reclaimed ¹	\$ 219.75	\$ 219.75
005E	Register w/ ERT - Reclaimed ¹	\$ 227.96	\$ 227.96
006	Locking Ring Screw	\$ 1.44	\$ 1.44
007	Locking Ring	\$ 18.42	\$ 18.42
008	Fixing Ring	\$ 10.05	\$ 10.05
009A	Chamber Cover Bolt Stainless Steel	\$ 4.46	\$ 4.46
009B	Chamber Cover Bolt 316 S.S.	\$ 7.25	\$ 7.25
010A	Strainer Cover Bolt Washer Stainless Steel	\$ 2.02	\$ 2.02
010B	Strainer Cover Bolt Washer 316 Stainless Steel	\$ 3.08	\$ 3.08
011A	Chamber Cover	\$ 224.40	\$ 224.40
011B	Screw, Spring Hold Down	\$ 1.60	\$ 1.60
011C	Spring	\$ 8.74	\$ 8.74
012	Chamber Cover O-Ring	\$ 9.07	\$ 9.07
013	Measuring Insert w/ Brg. And Thrust Assy	\$ 101.34	\$ 101.34
014	Measuring Chamber Screw	\$ 1.37	\$ 1.37
015	Chamber Seal Gasket	\$ 8.58	\$ 8.58
016	R ² Rotor and Shaft Assembly	\$ 311.01	\$ 311.01
017	OMNI Balance Plate w/ Brg and Thrust Assy	\$ 59.34	\$ 59.34
018A	Measuring Chamber Assy - TRPL ²	\$ 398.37	\$ 430.24
018B	Measuring Chamber Assy - ERT ²	\$ 430.78	\$ 465.24
018C	Measuring Chamber Assy - "Reclaim Water" TRPL ²	\$ 435.23	\$ 470.05
018D	Measuring Chamber Assy - "Reclaim Water" ERT ²	\$ 467.64	\$ 505.06
018E	Measuring Chamber Assy - Nicor/Pulse ^{2,3}	\$ 430.78	\$ 465.24
018F	Measuring Chamber Assy - Reclaim Water/No Drink-Nicor/Pulse ^{2,3}	\$ 467.64	\$ 505.06
019A	Strainer Cover Cap Screw Stainless Steel	\$ 4.32	\$ 4.32
019B	Strainer Cover Cap Screw 316 Stainless Steel	\$ 9.10	\$ 9.10
020A	Strainer Cover Washer Stainless Steel	\$ 1.96	\$ 1.96
020B	Strainer Cover Washer 316 Stainless Steel	\$ 4.16	\$ 4.16
021	Strainer Cover	\$ 109.09	\$ 122.41
022	Strainer Cover Gasket	\$ 3.92	\$ 4.42
023	Strainer Screen	\$ 53.98	\$ 57.90
024	Test Plug - Stainless Steel	\$ 23.02	\$ 27.90
025	R ² Maincase - Only	\$ 362.96	\$ 362.96
026	Test Port Cover	\$ 21.25	\$ 21.25
027	Test Port Adapter	\$ 31.45	\$ 47.12
028	Test Port Cap Screws	\$ 1.37	\$ 1.37
029	Test Port O-Ring	\$ 0.86	\$ 1.40
030	Test Port Washer	\$ 0.97	\$ 0.97
031	Chamber Cover Washer - Black Nylon	\$ 3.53	\$ 3.53
032	Strainer Screen Edge Guard	\$ 2.39	\$ 2.39

No.	Description	Price
OMNI Meter Blank Covers		
5731200206052	CVR CHB MEAS 1.5-2" BLNK	\$ 212.71

Notes

¹ Replacement register part orders require meter serial number for original meter calibration.

² Badger Recordal® Turbo Series: OMNI ReNew replacement chambers will retrofit Badger Turbos of like sizes (latest

³ Please order parts by part number. Use the prefix at the top of the column (size) along with the item number. Example 1/2" R2 bonnet lid. R3021 is a 3" strainer cover.

⁴ For information on the OMNI Communicator with UniPro Software, refer to the Water Price Book & AMR/AMI Pricing.

OMNISCAN Meter Parts List

No.	Description	LIST PRICE									
		1/4"	3/8"	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"

OMNI-404 C² Meter Parts - 1 1/2" - 10"

No.	Description	1/4"	3/8"	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"
001	C ² Bonnet Lid	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47
002	Hinge Pin	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56
003	Bonnet Seal Screw	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75	\$ 16.75
004	Bonnet Seal	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55
005A	Register w/ AMR and Pulse Wire 1	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54
005B	Register w/ AMR and Pulse Wire 2	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26	\$ 337.26
005C	Register w/ ERT Cable and Pulse	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26	\$ 372.26
005D	Register w/ AMR and Pulse - Reclaimed 1	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35
005E	Register w/ ERT Cable and Pulse - Reclaimed 1	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24	\$ 365.24
005F	Locking Ring Screw	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44
007	Locking Ring	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43
008	Flaming Ring	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05
009A	Chamber Cover Bolt Stainless Steel	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46	\$ 4.46
009B	Chamber Cover Bolt 316 Stainless Steel	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26	\$ 7.26
010A	Chamber Cover Bolt Washer Stainless Steel	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02
010B	Chamber Cover Bolt Washer 316 Stainless Steel	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09	\$ 3.09
011A	Chamber Cover	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40	\$ 224.40
011B	Screw, Selfing Hold Down	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
011C	Strift	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74
012	Chamber Cover O-Ring	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07
013	Chamber Cover Gasket	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35
014	Measuring Inset w/ Bro. and Thrust Assy	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86	\$ 1.86
015	Measuring Inset w/ Rear Bearing Shaft	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58
016	Chamber Seal Gasket	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47
017	C ² Rotor and Bearing Assembly	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27	\$ 91.27
018	OMNI Balance Plate w/ Bro and Thrust Assy	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04	\$ 1374.04
019A	Measuring Chamber Assy - TRPL / Pulse 2.3	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45	\$ 1408.45
019B	Measuring Chamber Assy - ERT / Pulse 2.3	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16	\$ 1395.16
018C	Measuring Chamber Assy - Reclaim Water/No Drink	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57
018D	Measuring Chamber Assy - Reclaim Water/No Drink	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46	\$ 1406.46
018E	Measuring Chamber Assy - Nicorr/Pulse 2.3	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57	\$ 1418.57
018F	SS Measuring Chamber Assy - Reclaim Water/No Drink	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56	\$ 1483.56
018G	SS Measuring Chamber Assy - TRPL / Pulse 2.3	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86
018H	SS Measuring Chamber Assy - ERT / Pulse 2.3	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05	\$ 1497.05
018J	SS Measuring Chamber Assy - Reclaim Water/No	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06
018L	SS Measuring Chamber Assy - Reclaim Water/No	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86	\$ 1518.86
018M	SS Measuring Chamber Assy - Nicorr/Pulse 1.3	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06	\$ 1532.06
019A	Strainer Cover Cap Screw Stainless Steel	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32
019B	Strainer Cover Cap Screw 316 Stainless Steel	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
020A	Strainer Cover Washer Stainless Steel	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95
020B	Strainer Cover Washer 316 Stainless Steel	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16
021	Strainer Cover	\$ 102.09	\$ 122.41	\$ 133.95	\$ 151.41	\$ 168.97	\$ 186.53	\$ 204.09	\$ 221.65	\$ 239.21	\$ 256.77
023	Strainer Screen	\$ 3.91	\$ 4.42	\$ 4.93	\$ 5.44	\$ 5.95	\$ 6.46	\$ 6.97	\$ 7.48	\$ 7.99	\$ 8.50
024	Test Plug - Stainless Steel	\$ 53.98	\$ 57.90	\$ 61.82	\$ 65.74	\$ 69.66	\$ 73.58	\$ 77.50	\$ 81.42	\$ 85.34	\$ 89.26
025	Test Plug - Only	\$ 23.02	\$ 27.90	\$ 32.78	\$ 37.66	\$ 42.54	\$ 47.42	\$ 52.30	\$ 57.18	\$ 62.06	\$ 66.94
026	Drain Plug	\$ 362.95	\$ 484.25	\$ 605.55	\$ 726.85	\$ 848.15	\$ 969.45	\$ 1090.75	\$ 1212.05	\$ 1333.35	\$ 1454.65
027	Strainer Body	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25
028	Test Pot Cover	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48	\$ 31.48
029	Test Pot Adapter	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38
030	Test Pot Cap Screws	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86
031	Test Pot O-Ring	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86	\$ 0.86
032	Test Pot Washer	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53
033	Chamber Cover Washer - Black Nylon	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39
034	Strainer screen Edge Guard	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72

OMNI Meter Blank Covers
 5731402206052 CVR CHB MEAS 1.5" BLNK
 5731402206052 CVR CHB MEAS 3-4" BLNK
 5731602206052 CVR CHB MEAS 6" BLNK
 5731602206052 CVR CHB MEAS 8" 40" BLNK

1 Replacement register part orders require meter serial number for original meter calibration.
 2 OMNI ReNew Replacement Chamber Program: OMNI ReNew replacement chambers are new OMNI measuring chambers that have been accuracy tested to the appropriate AWWA standard, with the chamber seal o-ring included and ready for installation into your main case (NO old chamber return is necessary with the OMNI ReNew Program). Simply identify the type and size chamber that you require by type (T¹, C² or F³) which is displayed on the register lid and size displayed on side of OMNI meter. T¹ and C² chambers are interchangeable for like sizes. F³ chambers must only be used in F³ main cases due to the ULFPM and Fire Protection liabilities.
 3 Badger Recordable Turbo Series: OMNI ReNew replacement chambers will retrofit Badger Turbos of like sizes (please refer to the ULFPM and Fire Protection liabilities).
 4 Please order parts by part number. Use the prefix at the top of the column (size) along with the item number. Example: C1001 is a 1-1/2" C2 Bonnet lid. C3021 is a OMNI Communicator with UniPro Software, refer to the Water-Price Book & AMR/AMI Pricing.

OMNI ReNew Parts List

OMNI T Meter Parts List

No.	Description	LIST PRICE									
		1	2	3	4	5	6	7	8	9	10

OMNI-204 T Meter Parts - 1 1/2" - 10"											
No.	Description	1	2	3	4	5	6	7	8	9	10
001	T Bonnet Lid	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47
002	Hinge Pin	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
003	Bonnet Seal Screw	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15	\$ 19.15
004	Register Probe O-Ring	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54	\$ 0.54
005A	Recliner w/AMR and Pulse Wire 1	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20	\$ 337.20
005B	Recliner w/ERT Cable and Pulse Wire 1	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80	\$ 372.80
005C	Recliner w/AMR and Pulse - Reclaimed 1	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35	\$ 350.35
005D	Recliner w/ERT Cable and Pulse - Reclaimed 1	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24	\$ 395.24
005E	Locking Ring Screw	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44
006	Locking Ring	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43
007	Flange Ring	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05	\$ 10.05
008A	Chamber Cover Bolt Stainless Steel	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48	\$ 4.48
008B	Chamber Cover Bolt 316 S.S.	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28	\$ 7.28
010A	Chamber Cover Bolt Washer Stainless Steel	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02	\$ 2.02
010B	Chamber Cover Bolt Washer 316 Stainless Steel	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
011A	Screw, Spring Hold Down	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40	\$ 24.40
011C	Spring	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60
012	Chamber Cover O-Ring	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74	\$ 8.74
012	Chamber Cover Gasket	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07	\$ 9.07
013	Measuring Insert w/ Bp. and Thrust Assy	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35	\$ 101.35
013	Measuring Insert w/ Rear Bearing Shaft	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98
014	Mousing Chamber Screw	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58
015	Chamber Seal Gasket	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47	\$ 685.47
016	T Rotor and Shaft Assembly	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47	\$ 565.47
017	T2 Rotor and Bearing Assembly	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98
018	OMNI Balance Plate w/ Bro and Thrust Assy	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55	\$ 188.55
019A	Measuring Chamber Assy - TRPL / Pulse 2,3	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79	\$ 703.79
019B	Measuring Chamber Assy - TRPL / Pulse 2,3	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20
019C	Measuring Chamber Assy - Reclaim Water/No Drink - TRP/Pulse 2,3	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85	\$ 830.85
019D	Measuring Chamber Assy - Reclaim Water/No Drink - ERT Cable/Pulse 2,3	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18
019E	Measuring Chamber Assy - Reclaim Water/No Drink - ERT Cable/Pulse 2,3	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20	\$ 828.20
019F	SS Measuring Chamber Assy - Reclaim Water/No Drink - ERT Cable/Pulse 2,3	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18
019G	SS Measuring Chamber Assy - TRPL / Pulse 2,3	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18	\$ 857.18
019H	SS Measuring Chamber Assy - Reclaim Water/No Drink - TRP/Pulse 2,3	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11	\$ 867.11
019K	SS Measuring Chamber Assy - Reclaim Water/No Drink - ERT Cable/Pulse 2,3	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29	\$ 892.29
019M	SS Measuring Chamber Assy - Reclaim Water/No Drink - ERT Cable/Pulse 2,3	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11	\$ 932.11
019N	Strainer Cover Cup Screw 316 Stainless Steel	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32
019B	Strainer Cover Washer 316 Stainless Steel	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
020A	Strainer Cover Washer 316 Stainless Steel	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98
020B	Strainer Cover Washer 316 Stainless Steel	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18	\$ 4.18
021	Strainer Cover Gasket	\$ 108.09	\$ 122.41	\$ 133.89	\$ 151.41	\$ 169.97	\$ 239.48	\$ 277.74	\$ 310.73	\$ 348.25	\$ 386.24
022	Strainer Screw	\$ 3.81	\$ 4.42	\$ 5.61	\$ 6.94	\$ 8.94	\$ 11.10	\$ 13.33	\$ 15.73	\$ 18.25	\$ 20.85
023	Test Plug - Stainless Steel	\$ 53.88	\$ 57.90	\$ 61.75	\$ 67.18	\$ 71.10	\$ 74.25	\$ 77.65	\$ 81.20	\$ 84.25	\$ 87.85
024	T Medicase - Only	\$ 23.02	\$ 27.90	\$ 41.95	\$ 41.95	\$ 41.95	\$ 41.95	\$ 41.95	\$ 41.95	\$ 41.95	\$ 41.95
025	Drain Plug	\$ 302.00	\$ 404.25	\$ 708.65	\$ 1,751.42	\$ 3,480.82	\$ 2,673.39	\$ 3,720.20	\$ 4,480.82	\$ 5,440.82	\$ 6,480.82
027	Strainer Body	\$ 21.25	\$ 32.97	\$ 44.10	\$ 44.10	\$ 44.10	\$ 44.10	\$ 44.10	\$ 44.10	\$ 44.10	\$ 44.10
028	Test Port Cap	\$ 31.48	\$ 44.07	\$ 53.31	\$ 53.31	\$ 53.31	\$ 53.31	\$ 53.31	\$ 53.31	\$ 53.31	\$ 53.31
029	Test Port Cap Screws	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38
030	Test Port O-Ring	\$ 0.88	\$ 1.40	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78	\$ 3.78
031	Test Port Washer	\$ 0.08	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88	\$ 0.88
032	Chamber Cover Washer - Black Nylon	\$ 3.50	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53	\$ 3.53
033	Strainer Screen Edge Guard	\$ 2.30	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39	\$ 2.39
034	OMNI Meter Blank Covers	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72	\$ 212.72
573120220052	CVR CH6 MEAS 1.5" BLNK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
573140220052	CVR CH6 MEAS 3" BLNK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
573180220052	CVR CH6 MEAS 6" BLNK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
573180220052	CVR CH6 MEAS 9" - 10" BLNK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

1 Replacement regulator part orders require motor serial number for original meter calibration.

2 OMNI ReNew Replacement Chamber Program: OMNI ReNew replacement chambers are now OMNI measuring chambers that have been accurately tested to the appropriate AWWA standard, with the chamber seal e-ring included and ready for installation into your main case (NO old chamber return is necessary with the OMNI ReNew Program). Simply identify the type and size chamber that you require by type (T, C, or F) which is displayed on the regulator lid and size displayed on side of OMNI meter. T and C chambers are interchangeable for like sizes. F chambers must only be used in F main cases due to the UJFM and Flare Protection liabilities.

3 Badger Recordal Turbine Series: OMNI ReNew replacement chambers will retrofit Badger Turbine of like sizes (rated series only).

4 Please order parts by part number. Use the prefix at the top of the column (size) along with the item number. Example: T1001 is a 1-1/2" T2 bonnet lid. T3001 is a 3" strainer cover.

5 For information on the OMNI Communicator with UniPro Software, refer to the Water Price Book & AMR/AMI Pricing.

OMNI F² Meter Parts
OMNI F² Meter Parts

Part No.	Description	QTY	UNIT PRICE	PRICE									
001	OMNI-LED4 OMNI F ² Meter Parts - 1 1/2", 2", 4" - 10"	5	10.47	\$ 51.24	5	10.47	\$ 51.24	5	10.47	\$ 51.24	5	10.47	\$ 51.24
002	Bracket Lid	5	3.58	\$ 17.90	5	3.58	\$ 17.90	5	3.58	\$ 17.90	5	3.58	\$ 17.90
003	Bracket Pin	5	16.75	\$ 83.75	5	16.75	\$ 83.75	5	16.75	\$ 83.75	5	16.75	\$ 83.75
004	Bracket Seal Screw	5	1.55	\$ 7.75	5	1.55	\$ 7.75	5	1.55	\$ 7.75	5	1.55	\$ 7.75
005A	Resistor Pk60 O-Ring	5	0.54	\$ 2.70	5	0.54	\$ 2.70	5	0.54	\$ 2.70	5	0.54	\$ 2.70
005B	Resistor w/AMP and Plug Wire 1	5	337.26	\$ 1,686.30	5	337.26	\$ 1,686.30	5	337.26	\$ 1,686.30	5	337.26	\$ 1,686.30
005C	Resistor w/ERT Cable and Plug	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75
005D	Resistor w/AMP and Plug - Reticulated 1	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75
005E	Resistor w/ERT Cable and Plug - Reticulated 1	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75	5	350.35	\$ 1,751.75
006	Lackner Ring Screw	5	1.44	\$ 7.20	5	1.44	\$ 7.20	5	1.44	\$ 7.20	5	1.44	\$ 7.20
007	Lackner Ring	5	18.43	\$ 92.15	5	18.43	\$ 92.15	5	18.43	\$ 92.15	5	18.43	\$ 92.15
008	Chamber Cover Bolt Stainless Steel	5	10.05	\$ 50.25	5	10.05	\$ 50.25	5	10.05	\$ 50.25	5	10.05	\$ 50.25
009A	Chamber Cover Bolt 316 Stainless Steel	5	4.48	\$ 22.40	5	4.48	\$ 22.40	5	4.48	\$ 22.40	5	4.48	\$ 22.40
009B	Chamber Cover Washer - Black Nylon	5	7.28	\$ 36.40	5	7.28	\$ 36.40	5	7.28	\$ 36.40	5	7.28	\$ 36.40
010A	Chamber Cover Bolt Washer 316 Stainless Steel	5	3.53	\$ 17.65	5	3.53	\$ 17.65	5	3.53	\$ 17.65	5	3.53	\$ 17.65
010B	Chamber Cover Bolt Washer 316 Stainless Steel	5	2.02	\$ 10.10	5	2.02	\$ 10.10	5	2.02	\$ 10.10	5	2.02	\$ 10.10
010C	Chamber Cover	5	3.08	\$ 15.40	5	3.08	\$ 15.40	5	3.08	\$ 15.40	5	3.08	\$ 15.40
011	Screw, Spring Hold Down	5	1.38	\$ 6.90	5	1.38	\$ 6.90	5	1.38	\$ 6.90	5	1.38	\$ 6.90
011A	Screw, Spring Hold Down	5	8.74	\$ 43.70	5	8.74	\$ 43.70	5	8.74	\$ 43.70	5	8.74	\$ 43.70
012	Chamber Cover O-Ring	5	10.60	\$ 53.00	5	10.60	\$ 53.00	5	10.60	\$ 53.00	5	10.60	\$ 53.00
013	Measuring Insert w/Brq. and Thrust Assy	5	242.27	\$ 1,211.35	5	242.27	\$ 1,211.35	5	242.27	\$ 1,211.35	5	242.27	\$ 1,211.35
014	Measuring Insert w/ Rear Bearing Shaft	5	1.88	\$ 9.40	5	1.88	\$ 9.40	5	1.88	\$ 9.40	5	1.88	\$ 9.40
015	Measuring Chamber Screw	5	8.81	\$ 44.05	5	8.81	\$ 44.05	5	8.81	\$ 44.05	5	8.81	\$ 44.05
016	Measuring Chamber Gasket	5	948.31	\$ 4,741.55	5	948.31	\$ 4,741.55	5	948.31	\$ 4,741.55	5	948.31	\$ 4,741.55
017	P-Rotor and bearing align	5	N/A	\$ 0.00									
018	P-Rotor and bearing align	5	160.55	\$ 802.75	5	160.55	\$ 802.75	5	160.55	\$ 802.75	5	160.55	\$ 802.75
019A	OMNI Balance Plate w/ Era and Thrust Assy	5	1,854.07	\$ 9,270.35	5	1,854.07	\$ 9,270.35	5	1,854.07	\$ 9,270.35	5	1,854.07	\$ 9,270.35
019B	Measuring Chamber Assy - TRP/L/ Pulso 1, 4	5	1,987.28	\$ 9,936.40	5	1,987.28	\$ 9,936.40	5	1,987.28	\$ 9,936.40	5	1,987.28	\$ 9,936.40
019C	Measuring Chamber Assy - Rucidam Water/No Drink - TRP/L/ Pulso 1, 4	5	1,891.73	\$ 9,458.65	5	1,891.73	\$ 9,458.65	5	1,891.73	\$ 9,458.65	5	1,891.73	\$ 9,458.65
019D	Measuring Chamber Assy - Rucidam Water/No Drink - ERT Cable/Pulso 1, 4	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70
019E	Measuring Chamber Assy - Rucidam Water/No Drink - ERT Cable/Pulso 1, 4	5	1,897.28	\$ 9,486.40	5	1,897.28	\$ 9,486.40	5	1,897.28	\$ 9,486.40	5	1,897.28	\$ 9,486.40
019F	Measuring Chamber Assy - Rucidam Water/No Drink - ERT Cable/Pulso 1, 4	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70	5	1,724.14	\$ 8,620.70
019G	Measuring Chamber Assy - Rucidam Water/No Drink - ERT Cable/Pulso 1, 4	5	4.32	\$ 21.60	5	4.32	\$ 21.60	5	4.32	\$ 21.60	5	4.32	\$ 21.60
019H	Measuring Chamber Assy - Rucidam Water/No Drink - ERT Cable/Pulso 1, 4	5	9.10	\$ 45.50	5	9.10	\$ 45.50	5	9.10	\$ 45.50	5	9.10	\$ 45.50
020A	Strainer Cover w/er Seal, 316 Stainless Steel	5	1.88	\$ 9.40	5	1.88	\$ 9.40	5	1.88	\$ 9.40	5	1.88	\$ 9.40
020B	Strainer Cover w/er Seal, 316 Stainless Steel	5	4.18	\$ 20.90	5	4.18	\$ 20.90	5	4.18	\$ 20.90	5	4.18	\$ 20.90
021	Strainer Cover Gasket	5	319.54	\$ 1,597.70	5	319.54	\$ 1,597.70	5	319.54	\$ 1,597.70	5	319.54	\$ 1,597.70
022	Strainer Screen	5	20.71	\$ 103.55	5	20.71	\$ 103.55	5	20.71	\$ 103.55	5	20.71	\$ 103.55
023	Drain Plug	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25
024	F ² Strainer Body - Only	5	377.18	\$ 1,885.90	5	377.18	\$ 1,885.90	5	377.18	\$ 1,885.90	5	377.18	\$ 1,885.90
025	Vent Screw	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25
026	Vent Washer	5	1,900.84	\$ 9,504.20	5	1,900.84	\$ 9,504.20	5	1,900.84	\$ 9,504.20	5	1,900.84	\$ 9,504.20
027	Strainer Screen Support	5	3.00	\$ 15.00	5	3.00	\$ 15.00	5	3.00	\$ 15.00	5	3.00	\$ 15.00
028	Washer	5	8.55	\$ 42.75	5	8.55	\$ 42.75	5	8.55	\$ 42.75	5	8.55	\$ 42.75
029	F ² Multicase	5	588.40	\$ 2,942.00	5	588.40	\$ 2,942.00	5	588.40	\$ 2,942.00	5	588.40	\$ 2,942.00
030	Test Plug - Stainless Steel	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25	5	41.05	\$ 205.25
031	Test Port Adapter	5	44.10	\$ 220.50	5	44.10	\$ 220.50	5	44.10	\$ 220.50	5	44.10	\$ 220.50
032	Test Port and Drain Port Cup Screws	5	53.31	\$ 266.55	5	53.31	\$ 266.55	5	53.31	\$ 266.55	5	53.31	\$ 266.55
033	Test Port and Drain Port Washer	5	3.78	\$ 18.90	5	3.78	\$ 18.90	5	3.78	\$ 18.90	5	3.78	\$ 18.90
034	Drain Port Plug	5	0.88	\$ 4.40	5	0.88	\$ 4.40	5	0.88	\$ 4.40	5	0.88	\$ 4.40
035	Drain Port Adapter	5	53.21	\$ 266.05	5	53.21	\$ 266.05	5	53.21	\$ 266.05	5	53.21	\$ 266.05
036	Drain Port O-Ring	5	100.57	\$ 502.85	5	100.57	\$ 502.85	5	100.57	\$ 502.85	5	100.57	\$ 502.85
037	Drain Port O-Ring	5	107.04	\$ 535.20	5	107.04	\$ 535.20	5	107.04	\$ 535.20	5	107.04	\$ 535.20
041	Strainer Screen Edge Guard	5	5.18	\$ 25.90	5	5.18	\$ 25.90	5	5.18	\$ 25.90	5	5.18	\$ 25.90
042	Strainer Screen Edge Guard	5	2.38	\$ 11.90	5	2.38	\$ 11.90	5	2.38	\$ 11.90	5	2.38	\$ 11.90
5731202200052	CVR CHB MEAS 1.5" 3" BLNK	5	N/A	\$ 0.00									
5731402200052	CVR CHB MEAS 4" BLNK	5	247.82	\$ 1,239.10	5	247.82	\$ 1,239.10	5	247.82	\$ 1,239.10	5	247.82	\$ 1,239.10
5731802200052	CVR CHB MEAS 6" BLNK	5	N/A	\$ 0.00									
5731902200052	CVR CHB MEAS 8" - 10" BLNK	5	N/A	\$ 0.00									

Notes:
 1 Replacement register part orders require meter serial number for original meter calibration.
 2 OMNI ReNew Replacement Chamber Program: OMNI ReNew replacement chambers are now OMNI measuring chambers that have been accuracy tested to the appropriate AWWA standard, with the chamber seal O-ring included and ready for installation into your main case (NO old chamber return is necessary with the OMNI ReNew Program). Simply identify the type and size chamber that you require by type ("F", "C" or "E") which is displayed on the register lid and also displayed on side of OMNI meter. "F" and "C" chambers are interchangeable for like sizes. "E" chambers must only be used in F² main cases due to the ULFM and Fire Protection limitations.
 3 Bridger Recard (10) Turbo Series: OMNI ReNew replacement chambers will include Bridger Turbos of like sizes (latest series only).
 4 Please order parts by part number. Use the prefix at the top of the column (dco) along with the item number. Example: T1001 is a 1-1/2" T2 bimetal lid, T3021 is a 3" stainless cover.
 5 For information on the OMNI Communicator with UniPro Software, refer to the Water Price Book & AMS/AMM Pricing.

TOWN OF RIVERHEAD

Resolution # 532

EXTENDS BID CONTRACT FOR WATER METERS AND ACCESSORY EQUIPMENT FOR USE IN THE RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead adopted Resolution #130385 on August 6, 2013, awarding the one-year bid contract for water meters and accessory equipment for use by the Riverhead Water District to T Mina Supply, Inc.; and

WHEREAS, Resolution #140461 adopted June 17, 2014, extended the bid contract for an additional year to August 6, 2015, representing the first extension under the contract; and

WHEREAS, the Riverhead Water District has requested that the contract with T Mina Supply, Inc., be extended pursuant to the terms and conditions of the current bid contract; and

WHEREAS, T Mina Supply, Inc., has agreed to extend the contract through August 6, 2016, per the attached Bid Extension Notice at the original bid amount as attached hereto, said extension constituting the second extension pursuant to the terms of the current bid contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract awarded to T Mina Supply, Inc., for water meters and accessory equipment for use by the Riverhead Water District be and is hereby extended through August 6, 2016; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to T Mina Supply, Inc., Attn: Michael Voyias, 168 Long Island Avenue, Holtsville, New York, 11742.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



RWD Riverhead Water District

Mark K Conklin, Superintendent

1035 Pulaski Street, Riverhead, New York 11901-3043

Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

To: Michael Voyias, T Mina Supply, Inc.
From: Riverhead Water District
Date: June 29, 2015
Subject: Extension of Bid for Water Meters and Accessories

This letter is to inform you that our current bid contract with you for water meters and accessories, which was awarded to you under Resolution #130585 adopted August 6, 2013, and extended by Resolution #140461 adopted June 17, 2014, will expire on August 6, 2015.

The Town of Riverhead would like to extend this contract for a period of one year until August 6, 2016. This will be the second extension pursuant to the terms of the current bid contract.

If you agree to extend the current contract, please complete the bottom portion of this Bid Extension Notice and return it to us by FAX at 631-369-4608. If you feel you cannot extend the bid, please write "DECLINE TO EXTEND BID" across the extension notice.

Michael Voyias
Authorized Signature

Michael Voyias
Print Name

T. Mina Supply Inc

6/29/15
Date

TOWN OF RIVERHEAD

Resolution # 533

ORDER CALLING PUBLIC HEARING
REGARDING PROPOSED EXTENSION NO. 86 TO RIVERHEAD WATER DISTRICT
STR SYSTEMS, NY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a map and plan detailing the proposed Extension 86 – STR Systems, NY has been prepared by H2M, consulting engineers to the Riverhead Water District, which report recommends the approval of proposed Riverhead Water District Extension No. 86 as more particularly set forth in the report prepared by H2M dated May 2015, which is currently on file with the Riverhead Town Clerk, and

WHEREAS, the maximum amount to be expended for the extension is \$72,000 to be borne by the developer, with no funding to be provided by the Riverhead Water District, and

WHEREAS, key money fees will be assessed at such time when the properties included in the extension request to be serviced by the District, and

WHEREAS, the boundary of the said extension is set forth fully in the attached Exhibit A, and

WHEREAS, the Town Board desires to call a public hearing to consider the proposed Extension No. 86 to the Riverhead Water District.

NOW THEREFORE BE IT RESOLVED, the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 21st day of July, 2015 at 7:05 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons with regard to the proposed Extension No. 86 to the Riverhead Water District, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the July 9, 2015 edition 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

EXHIBIT "A"
RIVERHEAD WATER DISTRICT DESCRIPTION OF EXTENSION NO. 86 –
STR SYSTEMS, NY

All those certain lots, parcels of land, said properties being known as District 0600, Section 117, Block 2, Lot 9.2 and District 0600, Section 099, Block, 02, Lots 6.2, 11, 12 & 13.7 situated and lying and being at Calverton, Town of Riverhead, County of Suffolk and State of New York bounded and described as follows:

BEGINNING at a point formed by the easterly right-of-way of Edwards Avenue and the northerly right-of-way of Middle Country Road (New York State Route 25).

THENCE running easterly along the northerly right of way line of Middle Country Road (New York State Route 25) a distance of approximately 652 feet to a point formed by the northerly right-of-way line of Middle Country Road and the westerly property line of Section 99, Block 02, Lot 006.2. Said point being the POINT OF BEGINNING.

From said POINT OF BEGINNING, running northerly along the westerly property line of Section 99, Block 02, Lot 006.2 a distance of approximately 306 feet to a point formed by the westerly property line of Section 99, Block 02, Lot 006.2 and the southerly property line of Section 99, Block 02, Lot 006.3.

THENCE running easterly along the northerly property line of Section 99, Block 02, Lot 006.2 a distance of approximately 125 feet to a point formed by the northerly property line of Section 99, Block 02, Lot 006.2 and the westerly property line of Section 99, Block 02, Lot 012.

THENCE running northerly along the westerly property line of Section 99, Block 02, Lot 012 a distance of approximately 182 feet to a point formed by the northerly property line of Section 99, Block 02, Lot 012 and the easterly property line of Section 99, Block 02, Lot 006.3.

THENCE running easterly along the northerly property line of Section 99, Block 02, Lot 012 a distance of approximately 182 feet to a point formed by the easterly property line of Section 99, Block 02, Lot 012 and the westerly property line of Section 99, Block 02, Lot 013.8.

THENCE running southerly along the easterly property line of Section 99, Block 02, Lot 012 a distance of approximately 256 feet to a point formed by the easterly property line of Section 99, Block 02, Lot 012 and the northerly property line of Section 99, Block 02, Lot 013.7.

THENCE running easterly along the northerly property line of Section 99, Block 02, Lot 013.7 a distance of approximately 297 feet to a point formed by the easterly property line of Section 99, Block 02, Lot 013.7 and the westerly property line of Section 99, Block 02, Lot 013.8.

THENCE running southerly along the easterly property line of Section 99, Block 02, Lot 013.7 a distance of approximately 300 feet to a point formed by the easterly property line of Section 99, Block 02, Lot 013.7 and the northerly right-of-way line of Middle Country Road (New York State Route 25).

THENCE crossing perpendicular to the right-of-way line of Middle Country Road (New York State Route 25) to a point formed by the apparent intersection of the southerly right-of-way line of Middle Country Road (New York State Route 25) and an extension of the easterly property line of Section 99, Block 02, Lot 013.7.

THENCE running easterly along the southerly right-of-way line of Middle Country Road (New York State Route 25) a distance of approximately 136 feet to a point formed by the easterly property line of Section 117, Block 02, Lot 09.2 and the southerly right-of-way line of Middle Country Road (New York State Route 25).

THENCE running southerly along the easterly property line of Section 117, Block 02, Lot 009.2, the following bearing and distance:

1. S 06° - 26"-53"" E 2,309.31 feet,

to a point formed by the easterly property line of Section 117, Block 02, Lot 009.2 and the northerly property line of Section 117, Block 02, Lot 008.2.

THENCE running westerly along the southerly property line of Section 117, Block 02, Lot 009.2 the following bearing and distance:

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1. S 79° - 09"-17"" W 638.40 feet,

to a point formed by the southerly property line of Section 117, Block 02, Lot 009.2 and the northerly property line of Section 117, Block 02, Lot 008.2.

THENCE running northerly along the westerly property line of Section 117, Block 02, Lot 009.2 the following eight (8) bearings and distances:

1. N 05° 53"-53"" W 286.24 feet;
2. S 84° 06"-07"" W 55.00 feet;
3. N 05° 53"-53"" W 311.39 feet;
4. N 05° 21 "-53"" W 795.50 feet;
5. N 05° 44"-53"" W 140.20 feet;
6. N 09° 43"-53"" W 111.63 feet;
7. N 80° 16"-07"" W 265.00 feet;
8. N 06° 17"-33"" W 785.47 feet,

to a point formed by the westerly property line of Section 117, Block 02, Lot 009.2 and the southerly right-of-way line of Middle Country Road.

THENCE crossing perpendicular to the right-of-way line of Middle Country Road (New York State Route 25) to a point formed by the apparent intersection of the northerly right-of-way line of Middle Country Road (New York State Route 25) and an extension of the westerly property line of Section 117, Block 02, Lot 009.2.

THENCE running westerly along the northerly right-of-way line of Middle Country Road (New York State Route 25) a distance of approximately 333 feet to a point formed by the westerly property line of Section 099, Block 02, Lot 006.2 and the northerly right-of-way line of Middle Country Road (New York State Route 25). Said point being to the POINT OF BEGINNING.

TOWN OF RIVERHEAD

Resolution # 534

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT OF CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE
RIVERHEAD TOWN CODE**

**(§101-3. Stop and yield intersections; railroad crossings; parking fields.
(Middle Rd. intersecting with Manor Rd., Calverton)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled "Vehicles & Traffic" of the Riverhead Town Code, once in the July 16th, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 4th day of August, 2015 at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

§ 101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign On	Entrance From
<u>Manor Road & Middle Road</u>	<u>Middle Road</u>	<u>South</u>

- Underline represents addition(s)

Dated: Riverhead, New York
July 7, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 535

**RATIFIES THE APPROVAL OF THE APPLICATION FOR FIREWORKS PERMIT OF
MAKE-A-WISH FOUNDATION
(July 6, 2015 – In Support of Tristin Krueger)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on July 6, 2015, Make-A-Wish Foundation submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Harvest Hills Nursery, located at 180 Twomey Avenue, Calverton, New York, on Monday, July 6, 2015, at 9:00 p.m., having a rain date of Tuesday, July 7, 2015, in support of Tristin Krueger, a young Riverhead resident who was diagnosed with acute lymphoblastic leukemia in December, 2013, just before his 17th birthday; and

WHEREAS, Make-A-Wish Foundation has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Fireworks by Grucci Inc.) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Make-A-Wish Foundation, for the purpose of conducting a fireworks display to be held at Harvest Hills Nursery located at 180 Twomey Avenue, Calverton, New York, on Monday, July 6, 2015, at 9:00 p.m., having a rain date of Tuesday, July 7, 2015, is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 3:00 p.m. and 5:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at the site no later than 5:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.
- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.

- Fireworks display shall be limited to shells not larger than 6" in diameter.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application fee is hereby waived; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution Make-A-Wish Foundation, Attn: Karine Hollander, 1 Comac Loop, Suite 1A1, Ronkonkoma, New York, 11779 and Fireworks by Grucci, Inc., 20 Pinehurst Drive, Bellport, New York, 11713.

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 # 536

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #15-14 June 25, 2015 (TBM 07/07/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	2,084,647.44	2,084,647.44
POLICE ATHLETIC LEAGUE	4	1759.69	1759.69
RECREATION PROGRAM FUND	6	13,360.56	13,360.56
HIGHWAY FUND	111	308,231.07	308,231.07
WATER DISTRICT	112	121,849.99	121,849.99
RIVERHEAD SEWER DISTRICT	114	468,346.86	468,346.86
REFUSE & GARBAGE COLLECTION DI	115	5,572.78	5,572.78
STREET LIGHTING DISTRICT	116	12,606.40	12,606.40
PUBLIC PARKING DISTRICT	117	55.51	55.51
AMBULANCE DISTRICT	120	320.46	320.46
EAST CREEK DOCKING FACILITY FU	122	3,502.33	3,502.33
CALVERTON SEWER DISTRICT	124	4,336.28	4,336.28
RIVERHEAD SCAVENGER WASTE DIST	128	65,914.05	65,914.05
WORKERS COMPENSATION FUND	173	12,051.03	12,051.03
MAIN STREET REHAB PROGRAM	177	240.00	240.00
TOWN HALL CAPITAL PROJECTS	406	2,135.00	2,135.00
RIVERHEAD SEWER CAPITAL PROJEC	414	353,501.61	353,501.61
CALVERTON SEWER CAPITAL PROJECT	424	1,420.62	1,420.62
TRUST & AGENCY	735	2,257,533.75	2,257,533.75
CALVERTON PARK - C.D.A.	914	2,572.50	2,572.50
TOTAL ALL FUNDS		5,719,957.93	5,719,957.93

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 # 536

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #15-15 July 1, 2015 (TBM 07/07/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	7,926.36	7,926.36
RECREATION PROGRAM FUND	6	1,994.92	1,994.92
WATER DISTRICT	112	-12,126.34	-12,126.34
RIVERHEAD SEWER DISTRICT	114	1,147.37	1,147.37
PUBLIC PARKING DISTRICT	117	27.13	27.13
CALVERTON SEWER DISTRICT	124	134.98	134.98
RISK RETENTION FUND	175	1,098.00	1,098.00
TRUST & AGENCY	735	1,240,775.57	1,240,775.57
CALVERTON PARK - C.D.A.	914	565.00	565.00
TOTAL ALL FUNDS		1,241,542.99	1,241,542.99

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted