

RESOLUTION LIST

December 6, 2016

- Res. #860 Plant 10 Variable Frequency Drive Installation Budget Adoption**
- Res. #861 Engineering Fees for the Installation of Emergency Generators at Plants 1 & 16 Budget Adoption**
- Res. #862 Engineering Fees for the Installation of Water Mains and Appurtenances Budget Adoption**
- Res. #863 Seniors Department Budget Adjustment**
- Res. #864 Sewer District Budget Adjustment**
- Res. #865 Appoints Student Intern to the Accounting Department (Autumn Harris)**
- Res. #866 Appoints Student Intern to the Accounting Department (Jamie Lessard)**
- Res. #867 Extends Bid for Removal of Household Hazardous Waste**
- Res. #868 Ratifies the Appointment of Part-Time Police Officers and Places Them on a Leave of Absence**
- Res. #869 Ratify and Approval of Overnight Stay for Police Department Employee Physical to Attend the FBI New York Division Basic Weapons and Tactics School**
- Res. #870 Appoints an Automotive Mechanic II (John Bakowski)**
- Res. #871 Reappoints a Temporary Clerk to the Tax Receiver's Office (Riane Smith)**
- Res. #872 Appoints Part-Time Homemakers to the Seniors Program (Kimberly Anderson-Hansson, Magdalena Lagun)**
- Res. #873 Ratifies the Appointment of a Network and Systems Specialist II (John Kinghan)**
- Res. #874 Terminates a Probationary Employee**
- Res. #875 Grants Excavation/Exportation Permit as Provided by Chapter 229 to J. Petrocelli Contracting, Inc. (Preston House)**

- Res. #876** Authorizes Easement Agreements Required by Planning Board Site Plan Approval for Peconic Crossing, LLC
- Res. #877** Appoints Call-In Personnel to the Recreation Department
- Res. #878** Consolidates Recreation and Senior Departments into Department of Intergenerational Services
- Res. #879** Establishes Time of Regular Meetings of the Town Board
- Res. #880** Authorizes Notice to Bidders ProHealthCare Sewer Connection Contract No. RDSD 16-02
- Res. #881** Adopts a Local Law Amending Chapter 289 Entitled, “Vehicles, Traffic and Parking Regulations” of the Riverhead Town Code
- Res. #882** Appoints Member to Board of Ethics
- Res. #883** Authorizes Parking Lot Lease Between the Town of Riverhead Parking District and Riverhead Enterprises, OP, Regarding a Parking Lot Contiguous with 127 East Main Street, Riverhead
- Res. #884** Waiver of 30 Day Notification Required by the New York State Liquor Authority
- Res. #885** Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local law for an Amendment of Chapter 289 Entitled, “Vehicles, Traffic and Parking Regulations”
- Res. #886** Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc. Regarding 2017 Calendar Year Events and Services
- Res. #887** Authorizes Payment of the Association of Towns’ Annual Membership Dues for 2017
- Res. #888** Authorizes the Supervisor to Execute a License Agreement with Broadcast Music, Inc. (BMI)
- Res. #889** Authorizes the Supervisor to Execute an Agreement with Black Women Enterprises for Use of Town Board Meeting Room
- Res. #890** Authorizes Town Clerk to Publish and Post a Notice of Public Hearing to Consider a Proposed Local law for an Amendment of Chapter 289 Entitled “Vehicles, Traffic and Parking Regulations” of the Riverhead Town Code (§289-2. Stop and yield intersections;

railroad crossings; parking fields. – intersection of Hinda Boulevard and Industrial Boulevard)

- Res. #891** Authorizes the Release of Performance (Foundation) Security of Browning Hotel Properties, LLC
- Res. #892** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 103 Entitled “Town Officers and Employees” of the Riverhead Town Code
- Res. #893** Ratifies Settlement of Legal Action by Bernadette Moran against the Town of Riverhead
- Res. #894** Authorizes Town Clerk to Republish and Repost Notice to Bidders for Water Service Materials
- Res. #895** Determination and Emergency Declaration that the Structure Located at 212 Trout Brook Lane, Riverhead, New York, also Known as Suffolk County Tax Map No. 600-85-2-95.19 is Unsafe, has Partially Collapsed, in Imminent
- Res. #896** 2017 Renewal of Bid Award for Maintenance and Emergency Services Contract D – Distribution for Riverhead Water District
- Res. #897** 2017 Renewal of Bid Award for Control Valve Maintenance and Repair Services for Riverhead Water District
- Res. #898** 2017 Renewal of Bid Award for Maintenance and Emergency Services Contract E – Electrical for Riverhead Water District
- Res. #899** Awards Bid – Installation of Standby Generator and Transfer Switch – Plant No. 15 – Riverhead Water District
- Res. #900** Authorizes Supervisor to Execute Contract Amendments with the Community Development Administrator, the Superintendent of Recreation and the Town Personnel Officer
- Res. #901** Awards Part of Water Service Materials Bid for Use in the Riverhead Water District
- Res. #902** Pays Bills

TOWN OF RIVERHEAD

Resolution # 850

RATIFIES THE REINSTATEMENT OF A SENIOR CITIZEN AIDE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that effective October 25, 2016 this Town Board hereby ratifies the reinstatement of Assistant Senior Citizens Center Manager Karen Westwood to the position of Senior Citizen Aide at a rate of pay as found in Group 2, Step 7A of the CSEA Clerical and Supervisory Salary Schedule.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Tabled

12.06.2016

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #850 was **UNTABLED**, motion carried by unanimous vote. Simultaneously on a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #850 was **ADOPTED**. Motion carried by unanimous vote.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared **ADOPTED**

TOWN OF RIVERHEAD

Resolution # 860

PLANT 10 VARIABLE FREQUENCY DRIVE INSTALLATION
BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a transfer of funds is requested from the Water Key funds for the installation of a Variable Frequency Drive at Plant 10, Capital Project 20046.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby, authorizes the transfer of funds from the Repair and Maintenance Reserve Fund and establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
412.095031.481113.20046	R & M Transfer	46,620	
412.083200.523011.20046	Variable Drive Installation		46,620

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

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 861

**ENGINEERING FEES FOR THE INSTALLATION OF EMERGENCY GENERATORS
AT PLANTS 1 & 16
BUDGET ADOPTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a transfer of funds is requested from the Water Key funds for the Engineering Fees for the installation of emergency generators, Capital Project 20047. Final project costs to be bonded.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby, authorizes the transfer of funds from the Repair and Maintenance Reserve Fund and establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
412.095031.481113.20047	R & M Transfer	29,000	
412.083200.543501.20047	Professional Services-Engineer		29,000

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 862

ENGINEERING FEES FOR THE INSTALLATION OF WATER MAINS AND APPURTENANCES BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a transfer of funds is requested from the Water Key funds for the Engineering Fees for the installation of water mains and appurtenances for the relief of excess pressure on Pulaski Street, Mill Road, Osborn Avenue and Twomey Avenue, Capital Project 30137. Project construction costs are estimated at \$690,000 and the final project costs are to be bonded.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby, authorizes the transfer of funds from the Repair and Maintenance Reserve Fund and establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
412.095031.481113.30137	R & M Transfer	51,500	
412.083200.543501.30137	Professional Services-Engineer		51,500

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

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 863

SENIORS

BUDGET ADJUSTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Director of the Seniors program is requesting a budget adjustment to cover the cost of the Meals on Wheels and Congregate Programs for the remainder of the year.

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

	<u>FROM</u>	<u>TO</u>
001.067720.542000.0 Supplies	7,500	
001.067720.542221.0 Nutrition Food Expenses		7,500

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

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

THE VOTE

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 864

SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Sewer is requesting budget adjustments to cover the cost of Engineering services in the amount of \$10,000 for the remainder of the year in the Sewer District. Two previous adjustments totaling \$7,300 had also been requested and granted.

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

	<u>FROM</u>	<u>TO</u>
114.081300.523011 Plant Improvements	2,700	
114.081300.543504 Professional Services-Engineering		2,700

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

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

THE VOTE

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <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 # 865

APPOINTS STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the need for Student Interns exists in the Accounting Department,
and

WHEREAS, the recommendation of the Financial Administrator has been
received,

NOW THEREFORE BE IT RESOLVED, that effective December 19, 2016
through January 13, 2017 Autumn Harris is hereby appointed to the position of Student
Intern II at the hourly rate of \$11.00.

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 the same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 866

APPOINTS STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the need for Student Interns exists in the Accounting Department,
and

WHEREAS, the recommendation of the Financial Administrator has been
received,

NOW THEREFORE BE IT RESOLVED, that effective December 19, 2016
through January 13, 2017 Jamie Lessard is hereby appointed to the position of Student
Intern II at the hourly rate of \$10.50.

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 the same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 867

EXTENDS BID FOR REMOVAL OF HOUSEHOLD HAZARDOUS WASTE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Town Board Resolution #823 adopted on December 1, 2015, the Town Board awarded the bid for Removal of Household Hazardous Waste to MXI Environmental Services for a period of one (1) year; and

WHEREAS, the contract provided that the Town of Riverhead have the option of extending the contract for one (1) additional year; and

WHEREAS, the Town Engineer has requested the contract with MXI Environmental Services be extended for one (1) year beginning January 1, 2017; and MXI Environmental Services has agreed to extend the contract for Removal of Household Hazardous Waste for one (1) year beginning January 1, 2017 subject to the same terms and conditions set forth in the original contract.

NOW THEREFORE BE IT RESOLVED, that the contract with MXI Environmental Services be extended for one (1) year beginning January 1, 2017 under the same terms and conditions set forth in the original contract; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to MXI Environmental Services, Attn. Ronald Potter, 26319 Old Trail Road, Abingdon, VA 24210; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



10/25/2016

Margaret McKay, Account Clerk Typist
Town of Riverhead
Engineering Department
Sanitation Department
631-727-3200 x 296

Dear Margaret:

Please extend MXI's current contract for Household Hazardous Waste Disposal Services S.T.O.P. for the 2017 Season.

Maumee Express Inc. has been in business since the 1960's serving our nationwide customer base with hazardous and non hazardous waste transportation from our various facilities. We operate waste transfer stations in Langhorne, PA, Abingdon, VA, Sumter, SC and Fontana, CA.

We look forward to your review of the enclosed information and for the opportunity to service you. If you need any additional information or technical assistance, please contact me at (732)328-0320 or marck@mxiinc.com.

Respectfully,
Thinking of the Environment First...
Marc Kodrowski
Director of Special Programs
MXI Environmental Services

MXI Environmental Services, LLC

www.mxiinc.com

Locations:

297 Zimmerman Lane
Langhorne, PA 19047
(267)590-0043p
(267)590-0051f

319 Old Trail Road
Abingdon, VA 24212
(276)628-6636p
(276)623-0599f

Marc Kodrowski
973)300-4968p
(973)300-4986f
(732)328-0320c

TOWN OF RIVERHEAD

Resolution # 868

RATIFIES THE APPOINTMENT OF PART-TIME POLICE OFFICERS AND PLACES THEM ON A LEAVE OF ABSENCE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on February 25, 2016, the Town of Riverhead posted an advertisement seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as part-time police officers with the Riverhead Police Department; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish 8 (eight) individuals eligible to attend the Police Academy; and

WHEREAS, the Town of Riverhead agrees to sponsor their attendance at the Police Academy and provide them with the proper uniforms and equipment as required by the Suffolk County Police Academy staff.

NOW, THEREFORE, BE IT RESOLVED, effective November 28, 2016, the Town Board hereby ratifies the appointment of Jenese W. Bennett, Eric R. Boden, James A. Crosser, Daniel J. Hoffman, Cameron D. Oswald, Cole Stasiukiewicz, Courtney E. Weber and Blaze H. Yeager to the position of Part-time Police Officer; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidates successfully passing required drug and alcohol testing administered by the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the above-named individuals are hereby placed on a leave of absence; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 869

**RATIFY AND APPROVAL OF OVERNIGHT STAY
FOR POLICE DEPARTMENT EMPLOYEE PHYSICAL TO ATTEND
THE FBI NEW YORK DIVISION BASIC WEAPONS AND TACTICS SCHOOL**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #701 adopted by the Town Board of the Town of Riverhead on September 7, 2016 the Town Board authorized a Police Department employee to attend the FBI New York Division Basic Weapons and Tactic School; and

WHEREAS, as a requirement to be accepted to the school required an overnight stay August 7, 2016 – August 8, 2016 for a prequalification physical fitness test.

RESOLVED, that the Town Board hereby ratify the approval of the prequalification visit of the FBI New York Division Basic Weapons and Tactic School and reimburse expenses incurred in an amount not to exceed \$100.00 (One hundred dollars) and in accordance with the Town's Travel and Conference Policy.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 870

APPOINTS AN AUTOMOTIVE MECHANIC II

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a vacancy for the position of Automotive Mechanic II exists at the Riverhead Town Municipal Garage; and

WHEREAS, as per the CSEA contract, this job was duly posted, Job Posting #21, duly advertised, interviews were conducted, and a recommendation of a suitable candidate has been received from the Personnel Committee.

RESOLVED, that pending the results of a successfully completed background investigation and effective December 27, 2016, this Town Board hereby appoints John Bakowski to the position of Automotive Mechanic II at a rate of pay as found on Group 8, Step P of the Operational and Technical Salary Schedule.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 871

REAPPOINTS A TEMPORARY CLERK TO THE TAX RECEIVER'S OFFICE

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

RESOLVED, this Town Board hereby reappoints Riane Smith to the position of temporary clerk effective December 19, 2016 through January 20, 2017 at the hourly rate of \$10.25.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 872

APPOINTS PART-TIME HOMEMAKERS TO THE SENIORS PROGRAM

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancies exist for part-time Homemakers in the EISEP Program (Expanded In-home Services for the Elderly Program) which is funded by the New York State Office for the Aging and operated locally by the Riverhead Town Seniors Programs; and

WHEREAS, the positions were duly posted, Job Postings #22, duly advertised, interviews were conducted; and

WHEREAS, pursuant to a successfully completed background investigation, a recommendation of suitable candidates has been made by the Personnel Committee.

RESOLVED, that effective December 12, 2016 this Town Board hereby appoints Kimberly Anderson-Hansson and Magdalena Lagon to the position of Part-Time Homemakers at the hourly rate of \$14.83.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 873

RATIFIES THE APPOINTMENT OF A NETWORK AND SYSTEMS SPECIALIST II

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for a Network and Systems Specialist II exists in the Riverhead Town Police Department; and

WHEREAS, the Suffolk County Department of Civil Service has certified a list for the title of Network and Systems Specialist II, List #16DC446, said list was duly canvassed in accordance with civil service regulations, interviews were conducted; and

WHEREAS, based upon said interviews, a recommendation of a suitable candidate has been made by the Personnel Committee.

RESOLVED, pursuant to a completed background investigation, this Town Board hereby ratifies the appointment of John Kinghan to the position of Network and Systems Specialist II effective November 29, 2016 at a rate of pay as found on Group 6, Step P of the CSEA Administrative Salary Schedule.

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 874

TERMINATES A PROBATIONARY EMPLOYEE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

RESOLVED, that the probationary employment of an Account Clerk Typist within the Accounting Department is terminated effective close of business, December 2, 2016.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 875

**GRANTS EXCAVATION/EXPORTATION PERMIT AS PROVIDED BY CHAPTER 229
TO J. PETROCELLI CONTRACTING, INC.
(PRESTON HOUSE)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Town Board Resolution No. 859, dated November 17, 2016, this Board did approve the site plan application of J Petrocelli Contracting, Inc, to allow the construction to convert an existing two-story building for use as a restaurant with a bar, having a seating capacity of 206 seats and to construct a separate five (5) story hotel with 20 units located to the rear of the restaurant/bar facility, all upon real property known and designated as 428 East Main Street, Riverhead, further described as Suffolk County Tax Map No. 600-129-03-13; and

WHEREAS, J. Petrocelli Contracting, Inc. has petitioned the Town Board for a excavation permit pursuant to Chapter 229 of the Riverhead Town Code to excavate and export of 438 cubic yards of earthen material from this parcel for the development; and

WHEREAS, Thomas Wolpert, PE, has submitted a signed and sealed earthwork plan, dated November 7, 2016, that is in accordance with the approved Site Plan; and

WHEREAS, due to the constrained nature of the subject parcel, the applicant has proposed to stockpile the earthen material along with necessary equipment and materials associated with the development upon real property known and designated as 303 Ostrander Avenue, Riverhead, further described as Suffolk County Tax Map No. 600-127-01-022.02; and

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

NOW THEREFORE BE IT RESOLVED that based upon the forgoing the Town Board hereby grants the excavation permit requested by the applicant, such permit to authorize the exportation of not more than 438 cubic yards of soils in accordance with the application and calculations of Thomas Wolpert, PE, and in accordance with necessary approvals and permits; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect a permit fee of \$976.00; representing \$2.00 per cubic yard for the exportation of said soils, in addition to a permit fee of \$100.00; and be it further

RESOLVED, the stockpiled material and equipment at 303 Ostrander Avenue shall be secured and maintained in a manner not to cause a nuisance to adjacent property owners or the public rights-of-way; and be it further

RESOLVED, that all other provisions of Chapter 229 being hereby waived; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to J. Petrocelli Contracting, Inc, 100 Comac St, Ronkonkoma, New York 11779, Eric J. Russo, Esq, Van Brunt, Juzwiak & Russo, PC, 140 Main Street, Sayville, New York 11782 and that all Town Hall Departments may review and obtain a copy of this resolution from electronic storage device, and if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 876

**AUTHORIZES EASEMENT AGREEMENTS REQUIRED BY PLANNING BOARD
SITE PLAN APPROVAL FOR PECONIC CROSSING, LLC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Riverhead Planning Board resolution number 2016-0015 adopted March 3, 2016 required Peconic Crossing, LLC to grant drainage and access easements as a condition of approval, and

WHEREAS, Peconic Crossing, LLC has prepared drainage and access agreements, as attached to this resolution, which have been reviewed by counsel to the Planning Board, in conjunction with the office of the Riverhead Town Attorney, and

WHEREAS, it is necessary for Riverhead Town Board to approve the execution and filing of such drainage and access agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be and hereby is authorized to execute the attached drainage and access easements in substantially the form attached hereto, and

BE IT FURTHER RESOLVED, that the Town Clerk provide a copy of this resolution to Peconic Crossing, LLC, 1000 University Avenue, Suite 500, Rochester, NY 14607, 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

PEDESTRIAN ACCESS EASEMENT

This agreement made this ____ day of December, 2016, by and between Conifer Realty, LLC, a New York Limited Liability Company, with offices located at 1000 University Avenue, Suite 500, Rochester, New York 14607 (“Grantor”) and the Town of Riverhead (“Grantee”), with offices at 200 Howell Avenue, Riverhead, New York 11901.

WITNESSETH:

WHEREAS, Grantor owns property identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 68.2 (the “Property”); and

WHEREAS, as a condition of the site plan approval granted by the Riverhead Planning Board by Resolution No. 2016-0015, dated March 3, 2016, Grantor is required to provide pedestrian access along the proposed boardwalk on the Property and to permit access to said proposed boardwalk from certain properties located to the east and west of the Property; and

WHEREAS, Grantor is desirous of granting non-exclusive access to the general public on the Property for the purposes of pedestrian ingress and egress along the proposed boardwalk adjacent to the Peconic River providing for access from the properties to the east, identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 68.1, and access from the properties to the west, identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 72.1. This non-exclusive access is more particularly described on Schedule A and the map depicting the access area and attached hereto as Exhibit 1(the “Access Area”); and

WHEREAS, the intent of this Agreement is to permit access by the general public to the boardwalk on the Property adjacent to the Peconic River;

NOW, THEREFORE, in consideration of the foregoing, which is deemed a material and substantive part of this Easement, Grantor hereby grants, covenants and agrees as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Grantor hereby establishes and grants a non-exclusive perpetual access easement to the Grantee to provide pedestrian access along the proposed boardwalk for the general public for the purposes stated above. The Access granted herein shall run with the land and be binding upon the Grantor, its successors, and assigns forever. Grantor hereby covenants, warrants, and represents that it is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has the right and lawful authority to convey this Access; and Grantor fully warrants and defends title to the Access hereby granted against the lawful claims of all persons whomsoever. Notwithstanding

the foregoing, Grantor reserves the right to exclude individuals who cause damage or disturbance or engage in unsafe or illegal activity within the Easement Area.

3. Grantor agrees that no physical obstructions, including, but not limited to, fences, sheds, landscaping or trees will be placed within the easement at any time.
4. This Easement shall be construed in accordance with the laws of the state of New York. Should any dispute arise from this Easement, venue shall lie in Suffolk County, New York.
5. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Grantor's Property. Without limitation of the generality of the foregoing, each successor owner of any or all of the Grantor's Property shall acquire its interests in the Grantor's property subject to this Declaration and shall be bound by the terms hereunder.
6. Nothing herein shall relieve the fee simple of all obligations as the fee simple owner to the Property.
7. Members of the public using the proposed boardwalk do so at their own risk and without any charge for access and Grantor shall not be responsible for any claims of injury to person or property that may result from access to the proposed boardwalk. Grantor does not assume any duty to inspect or maintain the proposed boardwalk or warn of any defects or dangerous conditions.

IN WITNESS WHEREOF, Grantor has set its hands and seals on the day and year first above written.

GRANTOR:

Peconic Crossing, LLC, a New York
limited liability company
By: Peconic Crossing Managing Member,
LLC, a New York limited liability
company, its managing member,
By: Conifer Realty, LLC, a New York
limited liability company, its Sole Member

By: _____
Name: Cheryl Stulpin
Title: Senior Vice President

Grantee:

TOWN OF RIVERHEAD
By: _____
Name: _____
Title: _____
Date: _____

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHERYL STULPIN** , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

Description of Access Area

Portion of Suffolk County Tax Map No.: 0600-128.00-03.00-068.002

All that certain plot, piece or parcel of land, lying and being at Riverhead, Town of Riverhead, County of Suffolk, State of New York, Said parcel being more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of land now or formerly of The Town of Riverhead and the westerly boundary line of land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the Subdivision Map of The Bank of New York file No.10251 and filed in the Suffolk County Clerk's office on March 17, 1999), said point of beginning also being the following three (3) courses and distances from the intersection of the southerly boundary of West Main Street (N.Y.S. Route 25) with the westerly boundary of Peconic Avenue:

1. South 86°43'01" West along the southerly boundary of West Main Street (N.Y.S. Route 25) a distance of 207.06 feet to a point, thence
2. North 71°55'19" West still along the southerly boundary of West Main Street (N.Y.S. Route 25) a distance of 26.45 feet to the division line of land now or formerly of Antonio Valeri on the west and the land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the aforementioned filed map) on the east, thence
3. South 04°11'49" West along land now or formerly of Antonio Valeri and then land now or formerly The Town of riverhead division line a distance of 172.48 feet to the point of beginning

Thence from said Point of Beginning easterly through the land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the aforementioned filed map) the following six (6) courses and distances;

1. North 85°48'11" East a distance of 13.35 feet to a point, thence
2. South 04°11'49" East a distance of 6.15 feet to a point, thence
3. South 85°48'11" West a distance of 5.00 feet to a point, thence
4. South 04°11'49" East a distance of 5.30 feet to a point, thence
5. South 59°37'21" East a distance of 73.46 feet to a point, thence
6. South 88°45'24" East a distance of 5.58 feet to the division line of land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the aforementioned filed map) on the west, and lot 1 from said filed map on the east,

Thence southerly along said division line South 03°31'56" East a distance of 5.50 feet to a point,

Thence westerly through the land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the aforementioned filed map) the following four (4) courses and distances;

1. North 88°45'24" West a distance of 7.79 feet to a point, thence
2. North 59°37'21" West a distance of 77.64 feet to a point, thence
3. North 04°11'49" West a distance of 8.33 feet to a point, thence

4. South $85^{\circ}48'11''$ West, a distance of 2.64 feet to a point on the division line of lands now or formerly The Town of Riverhead on the west and the land now or formerly of Place For Learning Center Inc. (also shown as lot 2 on the aforementioned filed map) on the east;

Thence northerly along said division line North $04^{\circ}11'49''$ West a distance of 6.13 feet to the point or place of beginning.

Said easement containing $590\pm$ square feet or $0.014\pm$ acre more or less.

Exhibit 1
Map of Access Area

DECLARATION OF PEDESTRIAN ACCESS

PECONIC CROSSING, LLC, (Grantor)

DISTRICT: 0600
SECTION: 128.00
BLOCK: 03.00
LOT: 068.002

RECORD AND RETURN TO:

Forchelli Curto Deegan,
Schwartz Mineo & Terrana, LLC
333 Earle Ovington Blvd.
Suite 1010
Uniondale, New York 11553

Attn: Kathleen Deegan Dickson

ACCESS EASEMENT

This agreement made this ____ day of December, 2016, by and between Peconic Crossing, LLC, a New York Limited Liability Company, with offices located at 1000 University Avenue, Suite 500, Rochester, New York 14607 (“Grantor”) and the Town of Riverhead (“Grantee”) with offices at 200 Howell Avenue, Riverhead, New York 11901.

WITNESSETH:

WHEREAS, Grantor owns property identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 68.2 (the “Property”); and

WHEREAS, Grantee owns property identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 72.1; and

WHEREAS, as a condition of the site plan approval granted by the Riverhead Planning Board by Resolution No.: 2016-0015, dated March 3, 2016, Grantor is required to provide access to the Property for official Town and emergency purposes; and

WHEREAS, Grantor is desirous of granting a non-exclusive access easement on the Property for the purposes of vehicular ingress to and egress for official Town and emergency purposes from the Grantee’s premises over that portion of Grantor’s Premises more particularly described on Schedule A and the map depicting the access easement attached hereto as Exhibit 1 (the “Easement Area”); and

WHEREAS, Grantee is desirous of obtaining said easement; and

WHEREAS, the intent of this Easement is to permit vehicular access for official Town and emergency purposes only to Grantee and not for use by the general public; and

WHEREAS, the parties hereto are desirous of memorializing the terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Grantor grants to Grantee a non-exclusive perpetual easement in favor of Grantee for vehicular access for official Town, fire department and any other governmental vehicles, for emergency purposes. The Easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever. Grantor hereby covenants, warrants, and represents that it is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has the right and lawful authority to convey this Easement; and Grantor fully warrants and defends title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.
3. The parties agree that no physical obstructions, including, but not limited to sheds, landscaping or trees will be placed within the easement at any time, however, Grantor shall be permitted to construct structures over, above and around the Easement Area.
4. No right of access by the general public to any portion of the property is conveyed by this easement.
5. This Agreement shall be construed in accordance with the laws of the state of New York. Should any dispute arise from this Agreement, venue shall lie in Suffolk County, New York.
6. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Grantor's Property. Without limitation of the generality of the foregoing, each successor owner of any or all of the Grantor's Property shall acquire its interests in the Grantor's property subject to this Agreement and shall be bound by the terms hereunder.
7. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in the drafting of this Agreement.
8. Nothing herein shall relieve the fee simple owner of all obligations as the fee simple titleholder to the Property.
9. Grantee using the proposed Easement Area does so at its own risk and without any charge for access. Neither Grantor nor Grantee assume any duty to inspect or maintain the proposed Easement Area or warn of any defects or dangerous conditions. Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages, liability or expense for injuries to, or death of persons or

damage to real or personal property or other loss, including reasonable attorneys' fees, suits or damages ("Claims") which Grantor may incur in connection with or arising out of Grantee's exercise of its rights granted herein, including the release of any and all mechanics', materialman's or other liens or claims arising out of any action taken by Grantee, its invitees, agents or employees pursuant to the provisions of this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be responsible for any Claims arising out of the negligence or misconduct of Grantor, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Grantor:

PECONIC CROSSING, LLC, a New York limited liability company

By: Peconic Crossing Managing Member, LLC, a New York limited liability company, its managing member,

By: Conifer Realty, LLC, a New York limited liability company, its Sole Member

By: _____

Name: Cheryl Stulpin

Title: Senior Vice President

Grantee:

TOWN OF RIVERHEAD

By: _____

Name: _____

Title: _____

Date: _____

[ACKNOWLEDGEMENTS ON NEXT PAGE]

Schedule A

Description of Easement Area

Exhibit 1

Map of Easement Area

ACCESS EASMENT

Between

PECONIC CROSSING, LLC, (Grantor)

and

TOWN OF RIVERHEAD ("Grantee")

DISTRICT: 0600
SECTION: 128.00
BLOCK: 03.00
LOT: 068.002

RECORD AND RETURN TO:

Forchelli Curto Deegan,
Schwartz Mineo & Terrana, LLC
333 Earle Ovington Blvd.
Suite 1010
Uniondale, New York 11553

Attn: Kathleen Deegan Dickson

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this ___ day of December, 2016 by **PECONIC CROSSING, LLC**, a New York Limited Liability Company having an address at 1000 University Avenue, Suite 500, Rochester, New York 14607, Grantor, and the **TOWN OF RIVERHEAD**, a municipal corporation having an address at 200 Howell Avenue, Riverhead, NY 11901, Grantee:

W I T N E S S E T H :

WHEREAS, Grantor owns property identified on the Suffolk County Tax Map as District 600, Section 128, Block 3, Lot 68.2 (the "Grantor's Premises") more particularly described on Schedule A annexed hereto; and

WHEREAS, Grantee maintains a stormwater drainage pipe which runs under, over, through and across the Grantor's Premises, which pipe is to be abandoned and removed, as part of the development of the Grantor's Premises; and

WHEREAS, the parties are desirous of constructing a new stormwater drainage pipe to be owned, operated and maintained by the Grantee and which will be located under, over, through and across the Grantor's Premises in a new location utilizing the existing outflow penetration in the existing bulkhead on the Grantor's Premises; and

WHEREAS, Grantor is desirous of granting a non-exclusive access easement on the Grantor's Premises for the purposes of stormwater drainage over that portion of Grantor's Premises more particularly described on Schedule B and the map depicting the access easement attached hereto as Exhibit 1 (the "Easement Area"); and

WHEREAS, Grantee is desirous of obtaining said easement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor agrees to construct, at Grantor's sole cost and expense, a 12-inch reinforced concrete pipe and necessary appurtenances (hereinafter "Drainage Facilities") in the Easement Area in conformance with specifications to be established and approved by the Grantee ;

3. Grantor grants to Grantee a non-exclusive perpetual easement in favor of Grantee to permit Grantee to inspect, operate, repair and maintain the Drainage Facilities in the Easement Area at Grantee's sole cost and expense. Grantor shall permit Grantee access over Grantor's Property to the extent necessary to conduct activities undertaken in connection with this Agreement. Grantee shall, except in the case of an emergency, give Grantor reasonable notice prior to entering Grantor's Premises for any of the purposes or activities undertaken in connection with this Agreement.
4. Upon completion of the installation and construction of the Drainage Facilities, to the reasonable satisfaction of Grantee, Grantor shall transfer and convey the Drainage Facilities by bill of sale to Grantee for no further consideration and at no cost to the Grantee. Grantor shall provide Grantee with a full set of as-built plans for the Drainage Facilities upon conveyance. Until acceptance of the Bill of Sale, the builder's risk of loss shall remain with Grantor.
5. Upon completion of any inspection, operation, repair or maintenance of the Drainage Facilities, Grantees shall leave Grantor's Property in a neat and presentable condition, in as nearly as practicable to its condition before such entry. Grantees agree to promptly repair, at its cost, any damage it, or its agents or employees, caused to Grantor's Property resulting from activities undertaken in connection with this Agreement, including repairing or replacing any landscaping, asphalt or curbing with equal or superior materials.
6. Prior to any contractor or sub-contractor retained by Grantee entering the property for any inspection, operation, repair or maintenance of the Drainage Facilities (hereinafter "Work"), Grantee shall require said contractor and subcontractor to procure and maintain insurance naming the Grantor as "additional insured(s)", including workers compensation and general liability policies, in such amounts and limits of coverage as may reasonably be required by Grantor. A copy of the insurance policy(ies) shall be furnished to Grantor prior to said contractor and subcontractor's entry on the property, and shall be renewed, as necessary, during the performance of any such Work.
 - a. All Work shall be at the sole cost and expense of the Grantee and shall be of good quality and performed in a workmanlike manner by licensed and insured parties ;
 - b. Grantee, at its sole cost, shall be responsible to obtain any necessary permits from local, Town, State or other agencies, required for the Work;
 - c. The Grantee waives, for itself and its contractors and subcontractors, any claims it may have with respect to any mechanics liens or encumbrances on the Property for the Work;

- d. All Work shall be performed in accordance with all applicable local and state laws and/or ordinances; and
 - e. Upon completion of the Work, Grantee shall be responsible to close out any and all necessary permits needed to perform the Work.
7. The Easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever. Grantor hereby covenants, warrants, and represents that it is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has the right and lawful authority to convey this Easement; and Grantor fully warrants and defends title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.
 8. All notices given pursuant to this Agreement shall be in writing and shall be effective only if delivered personally, or sent by registered or certified mail, postage prepaid or sent by a national overnight carrier or by telecopy with confirmation of receipt, to the addresses set forth above or to such other addresses as one party may advise the other using the same method of delivery as described in this section.
 9. Grantor reserves the right and shall be permitted to unilaterally modify the location of the easement area and to relocate the Facilities at Grantor's expense at any time, upon reasonable notice to the Grantee and with Grantee's consent, which consent shall not be unreasonably withheld, in the event it is determined, in Grantor's sole discretion, that field conditions or construction methods require said modification or relocation.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed the agreement in duplicate originals the date and year first above written.

Grantor:

PECONIC CROSSING, LLC, a New York limited liability company
 By: Peconic Crossing Managing Member, LLC, a New York limited liability company, its managing member,
 By: Conifer Realty, LLC, a New York limited liability company, its Sole Member

By: _____
 Name: Cheryl Stulpin
 Title: Senior Vice President

Grantee:

TOWN OF RIVERHEAD

By: _____
 Name: _____
 Title: _____
 Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL STULPIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

Description of Grantor's Premises

Schedule B

Description of Easement Area

Exhibit 1

Map of Easement Area

DRAINAGE EASMENT

Between

PECONIC CROSSING, LLC, (Grantor)

and

TOWN OF RIVERHEAD ("Grantee")

DISTRICT: 0600
SECTION: 128.00
BLOCK: 03.00
LOT: 068.002

RECORD AND RETURN TO:

Forchelli Curto Deegan,
Schwartz Mineo & Terrana, LLC
333 Earle Ovington Blvd.
Suite 1010
Uniondale, New York 11553

Attn: Kathleen Deegan Dickson

TOWN OF RIVERHEAD

Resolution # 877

APPOINTS CALL-IN PERSONNEL TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, personnel are needed by the Riverhead Town Recreation Department for work for Youth Programs.

NOW THEREFORE BE IT RESOLVED, that effective December 6th, 2016, this Town Board hereby appoints the attached list of Recreation Aides to the Recreation Department

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
12/6/16 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Spear	Emma	Call-in Asst. Rec. Leader	I	12/6/16	12/31/16	\$10.35
Young	Krystal	Call-in Asst. Rec. Leader	XI	12/6/16	12/31/16	\$13.80

TOWN OF RIVERHEAD

Resolution # 878

**CONSOLIDATES RECREATION AND SENIOR DEPARTMENTS INTO
DEPARTMENT OF INTERGENERATIONAL SERVICES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, various levels of government have determined that it is cost effective and beneficial for constituent services to merge departments or divisions with federal, state and local government; and

WHEREAS, in like measure it has been determined that mutual use of facilities and resources can be efficient, cut costs, expand services and be an asset to residents, taxpayers and constituents.

NOW THEREFORE BE IT RESOLVED, that as part of major reorganization within the Town of Riverhead, several departments within the Town of Riverhead, including those concerned with our youth, recreational programs, provision of bus services programs for our seniors, the Town Board created the Department of Intergenerational Services; and be it further

RESOLVED, that as part of this major reorganization, the Parks and Recreation Department is merging with the Seniors Program; and be it further

RESOLVED, that combining the departmental resources will allow the Senior/Recreation Merger plan to be implemented; and be it further

RESOLVED, that the Town Board designates the newly merged departments to be known as "Department of Intergenerational Services of the Town of Riverhead"; and be it further

RESOLVED, that the mission of the merger will be Revitalization of Youth Services and Intergenerational Programming has once again become a priority to bring together the community as a whole, thus enhancing the lives of residents has always been an endeavor of paramount importance to both departments, and as a result of combined services, members of our town will soon be able to reap the benefits of a greater variety of programs and events; and be it further

RESOLVED, that the Superintendent of the Riverhead Parks and Recreation Department and the Department Head of the Senior Citizen Programs shall have concurrent authorization to manage the merged departments with each party being the principal executive officer and administrative head of the Department of Intergenerational Services and shall be known as "co-leaders"; and be it further

RESOLVED, that the merger shall not diminish or restrict the performance of such duties as are vested in and imposed and imposed upon the Superintendent of the

Riverhead Parks and Recreation Department with regard to the Parks and Recreation Department; and be it further

RESOLVED, that the merger shall not diminish or restrict the performance of such duties as are vested in and imposed and imposed upon the Department of the Riverhead Seniors Department with regard to the Senior Citizen Programs; and be it further

RESOLVED, that the office of the Riverhead Parks and Recreation Department shall no longer be operated at Columbus Avenue and instead the office shall be located at Shade Tree Lane, Aquebogue; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 879

ESTABLISHES TIME OF REGULAR MEETINGS OF THE TOWN BOARD

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, that during the year 2017, all regular meetings of the Town Board will be held twice monthly in Town Hall; the first to be held on the first Tuesday of the month at 2:00 p.m. and the second to be held on the third Tuesday of the month at 7:00 p.m. Exceptions include: July 18, 2017 which will be held at 2:00 p.m., January 4, 2017, July 5, 2017, September 6, 2017 and November 8, 2017 which will be held on Wednesdays at 2:00 p.m. and January 18, 2017, February 22, 2017 and May 17, 2017 which will be held on Wednesdays at 7:p.m. and

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached notice in the December 15, 2016 issue of the News-Review Newspaper. The newspaper is hereby designated as official newspaper for this purpose, and to post same on the signboard in Town Hall; and it be 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD 2017 Town Board Meeting Dates

MEETING DATE	MEETING PLACE	MEETING TIME
January 4, 2017	Town Hall	2:00 p.m.
January 18, 2017	Town Hall	7:00 p.m.
February 7, 2017	Town Hall	2:00 p.m.
February 22, 2017	Town Hall	7:00 p.m.
March 7, 2017	Town Hall	2:00 p.m.
March 21, 2017	Town Hall	7:00 p.m.
April 4, 2017	Town Hall	2:00 p.m.
April 18, 2017	Town Hall	7:00 p.m.
May 2, 2017	Town Hall	2:00 p.m.
May 17, 2017	Town Hall	7:00 p.m.
June 6, 2017	Town Hall	2:00 p.m.
June 20, 2017	Town Hall	7:00 p.m.
July 5, 2017	Town Hall	2:00 p.m.
July 18, 2017	Town Hall	2:00 p.m.
August 1, 2017	Town Hall	2:00 p.m.
August 15, 2017	Town Hall	7:00 p.m.
September 6, 2017	Town Hall	2:00 p.m.
September 19, 2017	Town Hall	7:00 p.m.
October 3, 2017	Town Hall	2:00 p.m.
October 17, 2017	Town Hall	7:00 p.m.
November 8, 2017	Town Hall	2:00 p.m.
November 21, 2017	Town Hall	7:00 p.m.
December 5, 2017	Town Hall	2:00 p.m.
December 19, 2017	Town Hall	7:00 p.m.

As per 2016 Resolution #
(ESTABLISHES TIME OF REGULAR MEETINGS OF THE TOWN BOARD)



SEAN M. WALTER, Supervisor
TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, NY 11901
(631) 727-3200
www.townofriverheadny.gov

TOWN OF RIVERHEAD

Resolution # 880

AUTHORIZES NOTICE TO BIDDERS
PROHEALTHCARE SEWER CONNECTION
CONTRACT NO. RDSD 16-02

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Sewer District, regarding ProHealthcare Sewer Connection.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the December 15, 2016 edition of The News Review, with regard to receiving bids for ProHealthcare Sewer Connection, of the Riverhead Sewer District, and

BE IT FURTHER RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders; and be it further

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

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

PROHEALTHCARE SEWER CONNECTION

CONTRACT NO. RDSD 16-02

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Monday, January 23, 2017**, at which time and place the bids will be publicly opened and read.

Plans and specifications will only be available online on or after **Thursday, December 15, 2016** by visiting the Town of Riverhead website: townofriverheadny.gov and click on "Bid Requests".

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

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

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 881

ADOPTS A LOCAL LAW AMENDING CHAPTER 289 ENTITLED, "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 289 entitled "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 15th day of November 2016 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.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 289 entitled "Vehicles, Traffic and Parking Regulations" 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

Hubbard Yes No Giglio 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 289 entitled “Vehicles, Traffic and Parking Regulations”, of the Riverhead Town Code at its meeting held on December 6, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 289: Vehicles, Traffic and Parking Regulations
Part 1: Vehicles and Traffic
Article II: Traffic Regulations**

§ 289-4 Speed limits.

The following speed limits in the designated areas are hereby defined:

Location	Speed (mph)
<u>Sound Shore Road, in its entirety, beginning at its easterly intersection with Pier Avenue, continuing in a westerly direction to its terminus with Penny’s Road</u>	<u>30</u>

· Underline represents additions

Dated: Riverhead, New York
December 6, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 882

APPOINTS MEMBER TO BOARD OF ETHICS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on November 16, 2004, the Town Board adopted a revised Code of Ethics; and

WHEREAS, pursuant to Chapter 105, §105-29 titled "Establishment; qualifications of members; appointment of members; and terms of office", the revised Code of Ethics created a five member Board of Ethics with no more than two shall be registered to vote in the same New York State recognized political party, nor shall more than two be nonaffiliated voters or unregistered voters and one, but not more than one, member of the Ethics Board shall be an appointed Town officer or employee or former Town officer or employee; and

WHEREAS, there exists a vacancy on the Board of Ethics to be filled by either an appointed Town officer, employee or former Town officer or employee; and

WHEREAS, John Munzel, a former employee of the Town of Riverhead serving as a Town attorney, has expressed an interest and willingness to serve on the Board of Ethics.

NOW THEREFORE BE IT RESOLVED, the Town Board hereby appoints John Munzel to fill the vacant position on the Town of Riverhead Board of Ethics for a 2 year term; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Munzel; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 883

**AUTHORIZES PARKING LOT LEASE BETWEEN THE TOWN OF RIVERHEAD
PARKING DISTRICT AND RIVERHEAD ENTERPRISES, LP, REGARDING A
PARKING LOT CONTIGUOUS WITH 127 EAST MAIN STREET, RIVERHEAD**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Parking District, as governed by the Riverhead Town Board, desires to increase parking capacity and area space availability in the riverfront area in the interest of economic stimulation as it relates to Riverhead Town municipal/business-related activities regarding the exclusive use and lease of approximately 44 motor vehicle parking slots owned by Riverhead Enterprises, LP, regarding parking lot slots contiguous with 127 East Main Street, for a one-year term from November 1, 2016, to October 31, 2017, in the annual amount of \$2,500.00, inclusive of Town maintenance and snow removal; and

WHEREAS, Riverhead Enterprises, LP, as owner of the subject parking lot, is amenable to the proposed lease agreement.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Parking District, as governed by the Riverhead Town Board, approves and authorizes the Town Supervisor to enter a parking lot lease agreement with Riverhead Enterprises, LP, commencing November 1, 2016, to October 31, 2017, nunc pro tunc, and subject to review and approval of the lease agreement by the Town Attorney's Office, inclusive of Town maintenance and snow removal, in an annual rental payment of \$2,500.00, which shall be a charge to the Town of Riverhead Parking District; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

2016-17 PARKING LOT LEASE AGREEMENT

THIS INDENTURE, made the 1st day November, 2016, between Riverhead Enterprises, LP, with offices at 375 Sunrise Highway, Suite 7, Lynbrook, New York, 11563 (hereinafter "Landlord"); and the Town of Riverhead Parking District, as governed by the Riverhead Town Board, with offices at 200 Howell Avenue Riverhead, New York 11901, (hereinafter referred to as "Tenant"):

WITNESSETH:

WHEREAS, Landlord owns, maintains and controls approximately 44 motor vehicle parking slots collectively contiguous to Landlord's commonly-owned building at 127 East Main Street, SCTM No. 600-129-1-14; in the Town of Riverhead (hereinafter referred to as the "premises"), and illustrated in the attached Exhibit "A".

WHEREAS, the Tenant desires to increase parking capacity and area space availability in the riverfront area in the interest of economic stimulation as it relates to Riverhead Town municipal/business-related activities on an annual basis.

WHEREAS, the Landlord is desirous of renting said "premises" to Tenant upon mutually-agreed terms and conditions.

THEREFORE, in mutual consideration, the parties hereby agree as follows:

1. Term: Landlord agrees to exclusively rent the "premises" to Tenant for a term from November 1, 2016, to October 31, 2017, 24 hours per day, seven days per week, regarding Town of Riverhead municipal/business-related activities.

However, Landlord reserves the unilateral right to terminate this lease in the event Landlord either rents the “premises” to another tenant for a longer term than contained herein or the Landlord sells the “premises”. However, Landlord’s right to terminate the subject lease upon the two conditions stated above may only occur upon Landlord’s conveyance of 60 (sixty) days written notice to Tenant to vacate the “premises”. In the event of Landlord’s early termination of the lease, Tenant shall be entitled to a pro-rated refund of rental payments paid and/or adjusted rental fee apportionment in the event less than the entire “premises” are rented and/or sold to a third party, as calculated on the date Tenant vacate the premises.

2. Lease Payments: Tenant shall pay quarterly rent to the Landlord in the amount of \$625.00 (six hundred twenty-five dollars) due on or before the first day of the first month of each quarter for an annual amount of \$2,500.00 (two thousand five hundred dollars) during the one-year term, subject to a pro-rated refund of rental fees and/or adjusted rental fee apportionment more fully described in paragraph 1, above.

3. Maintenance, Repair and Snow Removal: Tenant shall be responsible for routine maintenance and routine repair, excluding surface re-paving, and snow removal above a depth of two inches of snow, within a reasonable amount of time, regarding the “premises”.

4. Tenant shall be permitted to: (a) designate the use of the parking lot (s), as public parking; (b) establish hours of parking; (c) place restrictions upon overnight or long term parking (d) establish handicapped parking stalls (e) enact any other reasonable parking regulations and (f) erect such signs as may be necessary to effectuate same. At the end of the lease term, Tenant shall remove public signage, if any, and restore "premises" to existing condition prior to lease term.

5. Any signs installed on the "premises" shall be maintained by the Tenant.

6. The Tenant shall maintain during the Lease term general liability insurance policies insuring Landlord and naming Landlord as additional insured. The liability policy shall be one which shall afford bodily injury coverage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for more than one person involved in any one accident and not less than \$500,000.00 for damage to property.

7. Landlord will be held harmless by Tenant who shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitations, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with Tenant, its agents, servants or employees use of the "premises" unless damages and/or injuries are

caused by, or are the result of the misconduct or negligence of Landlord, its agents, servants, representatives, or employees or Landlord's building tenant's other than Tenant-Town of Riverhead Parking District.

8. The Landlord hereby agrees that the Tenant upon paying said rent and performing the aforesated covenants, shall and may peacefully and quietly have, hold and enjoy the "premises" for the term aforesaid.

9. Landlord shall have the right upon 90 days written notice to terminate this lease if Tenant has not met all of its obligations under the terms and conditions of this lease agreement.

10. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

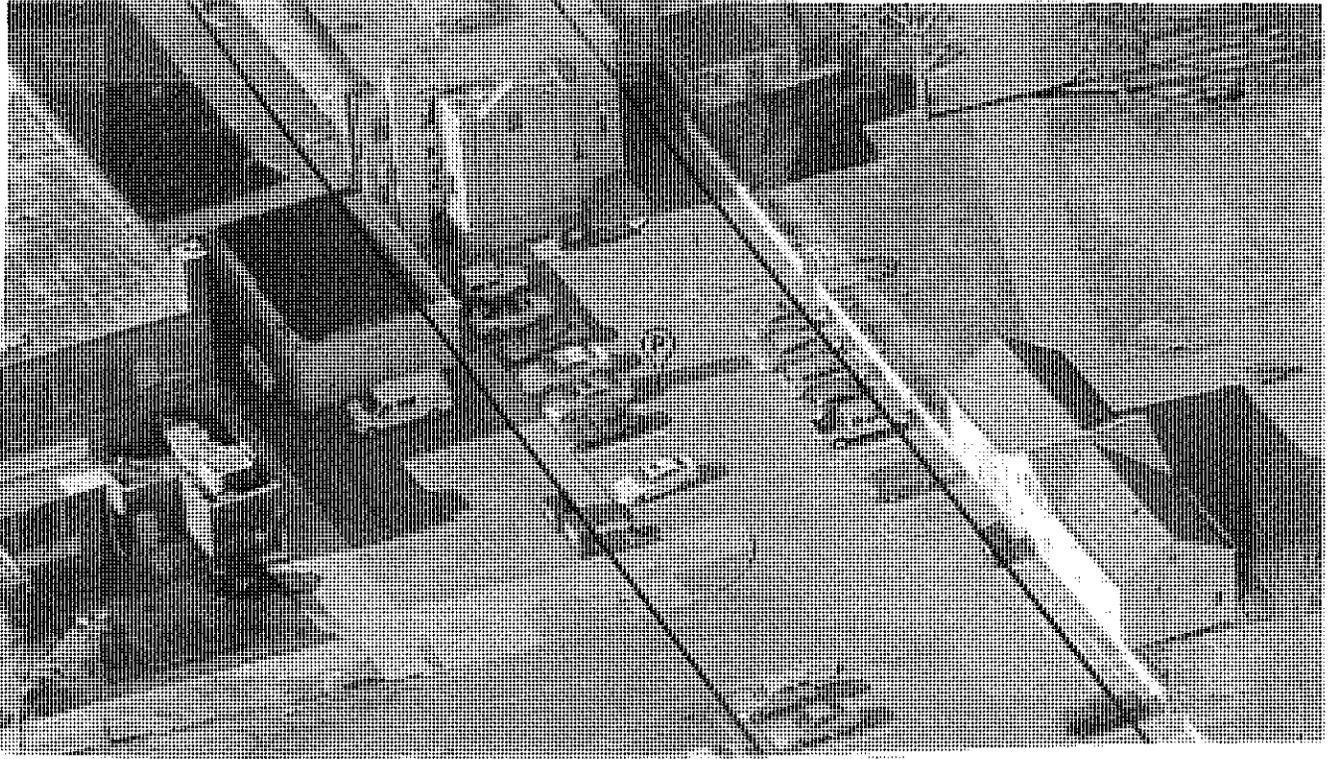
RIVERHEAD ENTERPRISES, LP

By: **Sheldon Gordon**, Landlord

**TOWN OF RIVERHEAD
PARKING DISTRICT**

By: **Sean M. Walter**, Town Supervisor,
On behalf of the Town of Riverhead Parking
District, as governed by the Riverhead Town
Board, Tenant

EXHIBIT A



TOWN OF RIVERHEAD

Resolution # 884

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, TGI Friday's NY, LLC & Friday Knights LLC d/b/a TGI Fridays, 1480 Old Country Road, Riverhead, New York intends to apply for a liquor, wine, beer & cider application for premises at 1480 Old Country Road, Riverhead, New York; and

WHEREAS, pursuant to Alcohol Beverage Control Law §110-b, an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; and

WHEREAS, Shenker, Russo & Clark LLP, as agent for TGI Friday's NY, LLC & Friday Knights LLC d/b/a TGI Fridays has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the application for the liquor, wine, beer & cider license from the New York State Liquor Authority.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby offers no objection to and waives the thirty (30) day notice period in regard to application by TGI Friday's NY, LLC & Friday Knights LLC d/b/a TGI Fridays for a liquor, wine, beer & cider license from the New York State Liquor Authority, allowing to expedite submission of the liquor license application; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Shenker, Russo & Clark LLC, 121 State Street, 4th Floor, Albany, New York 12207; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 885

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 289 ENTITLED, "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE
(\$289-10. Parking prohibited. – Sound Avenue east of Manor Lane, Jamesport)

Councilman Wooten 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 for the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the December 15, 2016 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

Hubbard Yes No Giglio 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 20th day of December, 2016 at 7:10 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 289
VEHICLES, TRAFFIC AND PARKING REGULATIONS
ARTICLE IV
Parking, Standing and Stopping

§ 289-10. Parking prohibited.

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

Name of Street	Side	Location
<u>Sound Avenue</u>	<u>Both</u>	<u>From its intersection with Manor Lane continuing in an easterly direction for a distance of 1,500</u>

- Underscore represents addition(s)

Dated: Riverhead, New York
December 6, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 886

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC., REGARDING 2017 CALENDAR YEAR EVENTS AND SERVICES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 1991, during the 2017 calendar year.

WHEREAS, BIDMA has recommended a series of events and services more fully delineated in the attached agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc., regarding 2017 calendar year events and services; and

BE IT FURTHER RESOLVED, that the Town of Riverhead Accounting Department is authorized to modify the budget for Fund 118-Business Improvement District to conform to Schedule A of the 2017 calendar year agreement; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Steven Shauger, President, Riverhead Business Improvement District Management Association, Inc., 200 Howell Avenue, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Agreement

made between the

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement made the _____ day of December 2016, between the Town of Riverhead Business Improvement District ("BID"), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 200 Howell Avenue, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID which are attached hereto as Schedule A. The calendar year 2017 projects/events/services delineated in the attached Schedule A shall be deemed co-sponsored by both the BID and BIDMA and are hereby approved. However, the BID reserves the unilateral right to require BIDMA to procure additional liability insurance, even in regard to co-sponsored events. BIDMA agrees to timely apply for, obtain approval and comply with all applicable Riverhead Town Code Chapter 255 conditions. BID, as a co-sponsor of such events, shall waive Chapter 255 permit fees regarding BIDMA's Chapter 255 applications. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner as addressed in Schedule A. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination of administrative

services/expenses to the Chief Financial Administrator on a monthly basis and to any member of the Town Attorney's Office, if requested, within three business days, or if not available, within a reasonable time.

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

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

5. Location of meetings.

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

6. Minutes/Agenda of meetings.

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

7. Attendees at meetings.

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

8. Assignment

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

9. Term of the Agreement.

The term of this Agreement shall commence on January 1, 2017, and expire on December 31, 2017, and shall not be renewed except upon the written consent of all parties.

10. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services regarding the business improvement district immediately upon request by the

BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

11. Insurance

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

12. Director/Officer Elections

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

13. Independent Contractor

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

14. Indemnification

- (a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "Liabilities") which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the BID-Town) to in any way

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

- (b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.
- (c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

15. Notice

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

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

(b) the Town and/or Supervisor at:

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

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

and to the BIDMA at: 200 Howell Avenue
Riverhead, New York 11901

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

16. Amendments

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

17. Alcohol-Related Events

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

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

State Liquor Authority licenses, certificates and other appropriate documents no later than fourteen (14) days before the applicable event, from each of the participating alcohol vendors.

- (e) BIDMA acknowledges, understands and agrees to obtain RTC Chapter 255 approvals in a timely manner.
- (f) BIDMA acknowledges, understands and agrees that failure to provide the requisite documents in applicable time frames may result in revocation of the subject Chapter 255 approval(s).

18. Entire Agreement

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

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

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Steven Shauger, President

Date

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Sean M. Walter, Town Supervisor

Date

2017 BIDMA Events Breakdown

Events:		1st Payment	2nd Payment	3rd Payment	Final 2016 Budget	Comments
		1st	2nd	3rd	Total	
May - Sept	Cruise Nights	-	2,500	-	2,500	
	Income/Contributions/Revenue				-	
	Contract Services		1,500		1,500	DJ 15 weeks @ \$100
	Facilities and Equipment				-	
	Operations				-	
	Other (Ins./Advert)		1,000		1,000	Advertising 1st week only
		1st	2nd	3rd	Total	
June	Cardboard Boat Race (Sponsor)	-	6,400	-	6,400	
	Income/Contributions/Revenue				-	
	Contract Services		650		650	DJ
	Facilities and Equipment		725		725	Porta Johns and Tents
	Operations		2,025		2,025	Trophies, T-shirts, Duct Tape, etc... (\$3,950 in 2016, less due to on hand inventory)
	Other (Ins./Advert)		3,000		3,000	Advertising
		1st	2nd	3rd	Total	
July	Alive on 25	-	(18,754)	-	(18,754)	
	Income/Contributions/Revenue		71,360		71,360	Sponsorships, Vendor Fees and Gated section revenue TBD
	Contract Services		30,956		30,956	Security, toilets, juggler, event labor, office labor, art stage
	Facilities and Equipment				-	
	Operations		2,000		2,000	
	Other (Ins./Advert)		19,650		19,650	
		1st	2nd	3rd	Total	
July	4th of July Celebration	-	23,100	-	23,100	
	Income/Contributions/Revenue				-	
	Contract Services		18,900		18,900	Fireworks (Friday), Music Entertainment, Walk Around Entertainment, 6 hrs labor
	Facilities and Equipment		1,050		1,050	Chairs, Porta Johns (4)
	Operations		150		150	Food for Musicians
	Other (Ins./Advert)		3,000		3,000	Advertising
		1st	2nd	3rd	Total	
July	Paddle Battle (Sponsor)	-	900	-	900	
	Income/Contributions/Revenue				-	
	Contract Services				-	
	Facilities and Equipment				-	
	Operations				-	
	Other (Ins./Advert)		900		900	
		1st	2nd	3rd	Total	
July	Friday Night Concert Series (Sponsor)	-	1,000	-	1,000	
	Income/Contributions/Revenue				-	

	Contract Services				-	
	Facilities and Equipment				-	
	Operations				-	
	Other (Ins./Advert)		1,000		1,000	
		1st	2nd	3rd	Total	
August	JumpstART (Sponsor)	-	-	1,000	1,000	
	Income/Contributions/Revenue				-	
	Contract Services				-	
	Facilities and Equipment				-	
	Operations				-	
	Other (Ins./Advert)			1,000	1,000	
		1st	2nd	3rd	Total	
Oct	Halloween Fest	-	-	12,700	12,700	
	Income/Contributions/Revenue				-	
	Contract Services			7,300	7,300	Face painter, Fire Juggler, DJ, MC, Puppet Creation
	Facilities and Equipment			900	900	Vail Leavitt Rental
	Operations			1,500	1,500	Candy and Misc
	Other (Ins./Advert)			3,000	3,000	Advertising
		1st	2nd	3rd	Total	
Oct	Run for the Ridley (Sponsor)	-	-	500	500	
	Income/Contributions/Revenue				-	
	Contract Services				-	
	Facilities and Equipment				-	
	Operations				-	
	Other (Ins./Advert)			500	500	
		1st	2nd	3rd	Total	
Nov-Apr	Indoor Farmers Market	(2,550)	-	-	(2,550)	
	Income/Contributions/Revenue	17,550			17,550	Vendor Fee's
	Contract Services				-	
	Facilities and Equipment	6,250			6,250	Rent (Nov-April)
	Operations	5,750			5,750	\$375 internet, \$3,539 building & Supplies, \$1,000 Electric
	Other (Ins./Advert)	3,000			3,000	Advert Only
		1st	2nd	3rd	Total	
Dec	Holiday Bonfire (Sponsor)	-	-	3,300	3,300	
	Income/Contributions/Revenue				-	
	Contract Services			300	300	DJ
	Facilities and Equipment				-	
	Operations			1,000	1,000	Hot Choc., Water, Firewood, Etc...
	Other (Ins./Advert)			2,000	2,000	Advertising

	1st	2nd	3rd	Total
Totals	\$ (2,550)	\$ 15,146	\$ 17,500	\$ 30,096

2017 BIDMA Budget Cover Sheet

Schedule A		2017 B.I.D.M.A. Budgeted	1st Payment	2nd Payment	3rd Payment	Final 2016 Budget	Comments
		Payment schedule	1/6/2017	3/10/2017	7/14/2017		
		Tax Disbursement	\$ 36,000	\$ 41,700	\$ 30,000	\$ 107,700	
Budget Breakdown							
Administration	Accountant	\$ 2,500	\$ 1,250	\$ 625	\$ 625	\$ 2,500	
	Advertising	\$ 600	200	200	200	\$ 600	Misc Legal Ads (Annual Election, Budget)
	Cablevision	\$ -				\$ -	
	Capital Improvements	\$ 17,100	4,000	4,000	9,100	\$ 17,100	\$10,000 for Sign Grant, \$2,000 Refinish Taft Building, \$5,100 Lamp Post Banners (56 @ \$90)
	Computer	\$ 200		200		\$ 200	Quickbooks Upgrade
	Insurance	\$ 2,500	2,500			\$ 2,500	Board of Directors Ins
	Supplies & Materials	\$ 3,000	1,000	1,000	1,000	\$ 3,000	Supplies for ED and Office
	ED Payroll	\$ 30,000	10,000	10,000	10,000	\$ 30,000	Executive Director
	ED Payroll Processing	\$ 300	300			\$ 300	\$300/yr Intuit Quickbooks
	ED Payroll Taxes	\$ 2,300	765	765	770	\$ 2,300	7.65% FICA
	ED Unemployment	\$ 350	350			\$ 350	4.1% on first \$8,500
	ED Workers Comp	\$ 400	400			\$ 400	NYSIF or Paychex
	ED Disability Insurance	\$ 350	350			\$ 350	Quote coming from broker
	Rent	\$ 8,750		8,750		\$ 8,750	Remaining rent Sears Bldg. May-Oct
	118.064100.543925	\$ 68,350	\$ 21,115	\$ 16,790	\$ 21,695	\$ 59,600	
Events:	*Expenses only						
May - Sept	Cruise Nights	\$ 2,500	-	2,500	-	2,500	
June	Cardboard Boat Race	\$ 6,400	\$ -	\$ 6,400	\$ -	\$ 6,400	
July	Alive on 25 (Exp. only)	\$ 52,606	\$ -	\$ 52,606	\$ -		Event Revenue \$18,754
July	4th of July Celebration	\$ 23,100	-	23,100	-	23,100	
July	Friday Night Concert Series	\$ 1,000	-	1,000	-	1,000	
July	Paddle Battle	\$ 900	-	900	-		
August	JumpstART	\$ 1,000	-	-	1,000		
Oct	Halloween Fest	\$ 12,700	-	-	12,700	12,700	
Oct	Run for the Ridley	\$ 500	-	-	500		
Oct-May	Indoor Farmers Mrkt (Exp. only)	\$ 15,000	15,000	-	-		Event Revenue \$2,550 (not inc all months rent)
Dec	Holiday Bonfire	\$ 3,300	-	-	3,300	3,300	
	118.064100.544160	\$ 119,006	\$ 15,000	\$ 86,506	\$ 17,500	\$ 119,006	
	Total 2017 Budget	\$ 187,356	\$ 36,115	\$ 103,296	\$ 39,195	\$ 178,606	

2017 Tax Revenue	\$107,700.00
2017 Ao25 & FM Rev	\$88,910.00
Budget Surplus/Shortage	\$ 18,004

TOWN OF RIVERHEAD

Resolution # 887

**AUTHORIZES PAYMENT OF THE ASSOCIATION OF TOWNS’
ANNUAL MEMBERSHIP DUES FOR 2017**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Association of Towns of the State of New York hosts an annual Training School and Meeting in the month of February. Attendance at this training school is permitted by Section 77-b of the General Municipal Law. Subdivision 3 of the section permits the Town Board to authorize attendance by “any of its members or any officer or employee... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced...”; and

WHEREAS, it is the desire of the Town Board to attend said training school and to authorize Town employees to attend this event; and

WHEREAS, the Town is in receipt of an invoice from the Association of Towns for the annual membership dues for the year 2017.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the payment of Association of Towns annual membership dues for the year 2017; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 888

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT
WITH BROADCAST MUSIC, INC. (BMI)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the works in a public forum; and

WHEREAS, Broadcast Music, Inc. (BMI) represents the holders of copyrights for over 8 million such works; and

WHEREAS, BMI offers a license granting permission to municipalities to play all of the works of copyright holders BMI represents; and

WHEREAS, the Town of Riverhead wishes to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI for the period January 1, 2017 to December 31, 2017 in the amount of \$336.00.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a license agreement with BMI for the right to play pre-recorded music represented by BMI in substantially the form annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to BMI, 10 Music Square East, Nashville, TN 37203; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

~~4. LATE PAYMENT AND SERVICE CHARGES~~

~~BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.~~

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2017 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Check Population Range (√)	LICENSEE's Population	Base License Fee	Enter Fee Based Upon Population
<input checked="" type="checkbox"/>	1 - 50,000	\$336	\$336
<input type="checkbox"/>	50,001 - 75,000	\$669	
<input type="checkbox"/>	75,001 - 100,000	\$805	
<input type="checkbox"/>	100,001 - 125,000	\$1,072	
<input type="checkbox"/>	125,001 - 150,000	\$1,342	
<input type="checkbox"/>	150,001 - 200,000	\$1,743	
<input type="checkbox"/>	200,001 - 250,000	\$2,145	
<input type="checkbox"/>	250,001 - 300,000	\$2,549	
<input type="checkbox"/>	300,001 - 350,000	\$2,951	
<input type="checkbox"/>	350,001 - 400,000	\$3,355	
<input type="checkbox"/>	400,001 - 450,000	\$3,755	
<input type="checkbox"/>	450,001 - 500,000	\$4,159	
<input type="checkbox"/>	500,001 - plus	\$5,596 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$67,051	
	If 500,001 or more, enter population _____		
		SCHEDULE A FEE	\$ 336.00

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000.00 ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$336.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	\$

- 13. REPORTING**
- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
 - (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
 - (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
 - (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.

- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2018 AND THEREAFTER

For each calendar year commencing 2018, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing January 1, 2017, which shall be considered the effective date of this Agreement, ~~and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.~~

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

<p style="text-align: center;">LEGAL NAME</p> <p style="text-align: center;">Town of Riverhead</p> <p style="text-align: center;"><small>(Name of Corporation, Partnership, or Individual Owner)</small></p> <p style="text-align: center;">TRADE NAME</p> <p style="text-align: center;">Town of Riverhead Town Hall</p> <p style="text-align: center;"><small>(Doing business under the name of)</small></p> <p style="text-align: center;">PLEASE CHECK APPROPRIATE BOX</p> <p><input type="checkbox"/> Individual Ownership</p> <p><input type="checkbox"/> LLC <input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> LLP <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other</p> <p>Federal Tax ID No. <u>11-6001935</u></p> <p style="text-align: center;">GOVERNMENT ENTITIES <small>(if applicable, please check one)</small></p> <p><input type="checkbox"/> Federal <input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Local <u>Riverhead, NY NY</u></p>	<p style="text-align: center;">LICENSED PREMISES</p> <p style="text-align: center;">(All locations are licensed by LICENSEE)</p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Telephone Number) (Fax Number)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address) (Web Address)</small></p> <p style="text-align: center;">MAILING ADDRESS <small>(If different from Licensed Premises)</small></p> <p>Town Attorney's Office</p> <p><small>(Street Address)</small></p> <p>Riverhead NY 11901</p> <p><small>(City) (State) (Zip)</small></p> <p>(631) 727-3200 (631) 727-6152</p> <p><small>(Telephone Number) (Fax Number)</small></p> <p>Joanne Fagan Clerk</p> <p><small>(Contact Name) (Title)</small></p> <p>fagan@townofriverheadny.gov</p> <p><small>(Email Address- if different from above)</small></p>									
<p style="text-align: center;">TO BE COMPLETED BY LICENSEE</p> <p>By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.</p> <p style="text-align: center;">(SIGN HERE – PLEASE INCLUDE PAYMENT)</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Print Name / Title</p> <p style="text-align: center;">fagan@townofriverheadny.gov</p> <p style="text-align: center;">Signatory Email Address*</p> <p style="text-align: center;"><small>(if different from above)</small></p> <p><small>*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory</small></p>	<p style="text-align: center;">FOR ADMINISTRATIVE USE ONLY</p> <p style="text-align: center;">TO BE COMPLETED BY BMI</p> <p style="text-align: center;">BROADCAST MUSIC INC.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">FOR BMI USE ONLY</td> <td style="width: 25%; text-align: center;">LGE</td> <td style="width: 25%; text-align: center;">LI-2011/DEC</td> </tr> <tr> <td style="text-align: center;">1528101</td> <td style="text-align: center;">1528101</td> <td style="text-align: center;">EFFECTIVE: January 2012</td> </tr> <tr> <td style="text-align: center;">ACCOUNT NO.</td> <td style="text-align: center;">COID</td> <td></td> </tr> </table>	FOR BMI USE ONLY	LGE	LI-2011/DEC	1528101	1528101	EFFECTIVE: January 2012	ACCOUNT NO.	COID	
FOR BMI USE ONLY	LGE	LI-2011/DEC								
1528101	1528101	EFFECTIVE: January 2012								
ACCOUNT NO.	COID									

PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO:
BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203

* BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.



TOWN OF RIVERHEAD

Resolution # 889

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH BLACK WOMEN ENTERPRISES FOR USE OF TOWN BOARD MEETING ROOM

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by resolution #, adopted on September 20, 2016, the Town Board authorized an agreement between the Town of Riverhead and Black Women Enterprises (BWE) in connection with the utilization of Town of Riverhead Town Board meeting room for conducting a Workshop Series; and be it further

WHEREAS, the BWE has notified the Town of Riverhead that it wishes to use the Town Board meeting room on the dates of January 20, 2017, February 17, 2016, March 17, 2017, April 21, 2017 and May 19, 2017 for the Workshop Series.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead Agency hereby authorizes the Supervisor to execute an Agreement in substantially the form attached between the Town of Riverhead and Black Women Enterprises in connection with the utilization of Town of Riverhead Town Board meeting room for conducting a Workshop Series; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Black Women Enterprises, 730 Fulton Avenue, Hempstead, New York 11550, and the Community Development Department; and be it further

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

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

THIS AGREEMENT, made on the _____ day of December, 2016 by and between the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the ("Town")) and BLACK WOMEN ENTERPRISES, A 501(cb)(3) Not-For-Profit Corporation having an address at 730 Fulton Avenue, Hempstead, New York 11550 (hereinafter referred to as the "BWE").

WITNESSETH

1. BWE is offering a free Entrepreneurial Workshop Series (EWS) from 11:30 a.m. to 1:30 p.m. on the following dates: January 20, 2017, February 17, 2017, March 17, 2017, April 21, 2017 and May 19, 2017.
2. The Town agrees to use of the Town Board meeting room by BWE for purposes of conducting the EWS on the dates set forth in paragraph 1 above at no cost to BWE.
3. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by us of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, we shall remove from the Premises all structures, equipment and other materials placed thereon by us.
4. BWE shall indemnify and hold harmless the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all suits, actions, damages, costs, loss or liability associated with the EWS and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by BWE and its employees, agents, representatives and concessionaires, of the aforementioned premises. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, BWE 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 attorney's fees incurred by the Town securing compliance with the provision of this indemnification agreement.

TOWN OF RIVERHEAD

BLACK WOMENS ENTREPRISES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TOWN OF RIVERHEAD

Resolution # 890

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC AND PARKING REGULATIONS" OF THE RIVERHEAD TOWN CODE
(§289-2. Stop and yield intersections; railroad crossings; parking fields. – Intersection of Hinda Boulevard and Industrial Boulevard)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law for the amendment of Chapter 289 entitled, "Vehicles, Traffic and Parking Regulations" of the Riverhead Town Code, once in the December 15, 2016 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

Hubbard Yes No Giglio 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 20th day of December, 2016 at 7:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 289 of the Riverhead Town Code entitled, "Vehicles, Traffic and Parking Regulations" as follows:

Chapter 289
Vehicles, Traffic and Parking Regulations
Part 1
ARTICLE II
Traffic Regulations

§ 289-2. 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>Industrial Boulevard</u>	<u>Hinda Boulevard</u>	<u>South</u>

- Underline represents addition(s)

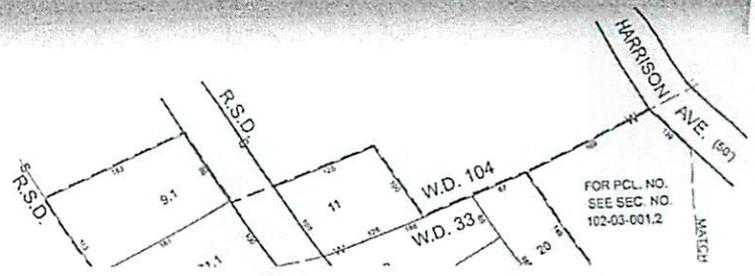
Dated: Riverhead, New York
December 6, 2016

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

DIANE M. WILHELM, Town Clerk



DATE	BY	CHECKED	APPROVED	SCALE	PROJECT



TOWN OF RIVERHEAD

Resolution # 891

**AUTHORIZES THE RELEASE OF PERFORMANCE (FOUNDATION) SECURITY OF
BROWNING HOTEL PROPERTIES, LLC**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Browning Realty Management, LLC, on behalf of Browning Hotel Properties, LLC, posted Travelers Casualty and Surety Company of America Foundation Permit Bond #106292745 in the sum of Nine Thousand Three Hundred Sixty-Nine Dollars (\$9,369.00) representing performance security in connection with a foundation-only construction permit for a four-story hotel, known as 2012 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-118-2-3.1; and

WHEREAS, the Riverhead Building Department has determined the foundation work has been completed and Permit #ZB160658, dated July 22, 2016, has been issued for the full building.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned performance security in the sum of \$9,369.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Browning Hotel Properties, LLC, 5000 Expressway Drive South, Ronkonkoma, 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 may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 892

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 103 ENTITLED "TOWN
OFFICERS AND EMPLOYEES" 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 103 entitled, " Town Officers and Employees " of the Riverhead Town Code once in the December 15, 2016 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

Hubbard Yes No Giglio 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 January, 2017 at 2:10 o'clock p.m. to amend Chapter 103, entitled "Town Officers and Employees" of the Riverhead Town Code.

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

CHAPTER 103
Town Officers and Employees

Article V. Zoning Officer

§ 103-17. Title.

This article shall be known as "Zoning Officer of the Town of Riverhead."

§ 103-18. Purpose; intent.

~~This article is adopted to codify a series of resolutions adopted in 1976 creating the position of Building and Zoning Administrator, substituting the title "Building Inspector" in place of the title "Building and Zoning Administrator," and defining duties, including enforcement of the Zoning Code, referred to as "Ordinance 29," now known as "Chapter 301." In addition, it is the intent of this article to clarify and designate additional Town personnel to interpret and enforce the zoning provisions set forth in Chapter 301.~~

§ 103-19. Administrator of Building Department.

~~The Administrator of the Building Department, also known as the "Town Building and Planning Administrator," shall be the principal executive officer and administrative head of the Building Department.~~

§ 103-20. Powers and duties of Administrator of Building Department.

~~The Administrator of the Building Department shall administer, supervise, manage, coordinate and enforce the zoning laws and applicable local laws, ordinances, rules and regulations of the Town of Riverhead and the applicable building codes, state and/or local and applicable laws of the State of New York as legally required throughout the properties of the Town of Riverhead, including issuance of appearance tickets as set forth in § 107-1; issue stop-work orders as set forth in § 217-4 and § 301-319; and such other powers or duties set forth in the provisions of the Town Code or as in his judgment may be necessary for the benefit or protection of the Town in any of its rights or property. In addition, the Administrator of the Building Department shall have the authority to review, evaluate, judge and advise on applications related to the Town Code of the Town of Riverhead, and such other applicable laws, ordinances and regulations of the Town of Riverhead and applicable laws of the State of New York. The Administrator of the Building Department, in conformance with the Civil Service Law, may designate such Building Inspectors as he/she deems necessary to enforce the zoning laws and applicable local laws, ordinances, rules and regulations of the Town of Riverhead and the applicable building codes, state and/or local and applicable laws of the State of New York. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as~~

are vested in and imposed upon the Building Administrator, Senior Building Inspector, Building Inspector or such other officers or persons employed in the Building Department.

§ 103-21. Investigation Unit of Office of Town Attorney.

~~The Investigation Unit of the Office of the Town Attorney, commonly referred to as "Code Enforcement," shall have authority to enforce the zoning laws and applicable local laws, ordinances, rules and regulations of the Town of Riverhead and the applicable building codes, state and/or local and applicable laws of the State of New York as legally required throughout the properties of the Town of Riverhead. In addition, the Town Investigator and such other persons who are certified as Code Enforcement Officials as provided by Title 19 NYCRR Part 434 are authorized to issue appearance tickets as defined by § 150.10 of the Criminal Procedure Law, summonses or any other notices as permissible by law for violation of the sections of the Town Code of the Town of Riverhead over which they have jurisdiction. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as are vested in and imposed upon the departments, officers or employees identified above. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as are vested in and imposed upon the Investigation Unit, Senior Town Investigator, Town Investigator and such other officers or persons employed in the Investigation Unit.~~

§ 103-22. Building and Planning Administrator; Planning Director.

~~The Town Building and Planning Administrator and the Planning Director of the Town of Riverhead shall be vested with authority to make, issue and render determinations regarding compliance with the provisions of Chapter 301, Zoning and Land Development, for site plan, special permit and subdivision applications; however, the Director of Planning shall not have authority as granted to authorized issuing officers as set forth in § 107-1 of the Town Code. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as are vested in and imposed upon the Planning Director or such officers or persons under the supervision of the Planning Director.~~

§ 103-23. Statutory authority; supersession of Town Law.

~~The provisions set forth in this article are enacted pursuant to Town Law §§ 268 and 138 and Municipal Home Rule Law § 10, Subdivision 1(ii)a(1) and 1(ii)d(3), and are intended to supersede Town Law § 65, Subdivision 1.~~

Article V: Department of Land Management

§ 103-17. Title.

This article shall be known as "Department of Land Management of the Town of Riverhead."

§ 103-18. Purpose; Intent.

A. During a major reorganization of several departments within the Town of Riverhead, including those concerned with planning, building, zoning, natural resources and other related matters, the Town Board created the Department of Land Management. The Department includes several distinct but interrelated divisions and offices: Planning Department, Building Department and the Fire Protection office.

B. The Department of Land Management's mission is focused on providing the highest level of service to the citizens of Riverhead. The overall mission statement of the Department is as follows:

- (1) Administer, coordinate, develop and enforce all land development and environmental programs, procedures and regulations.
- (2) Process all land development applications in a timely, coordinated and efficient manner.
- (3) Undertake and implement short- and long-range plans to guide land development and conservation of the natural environment.
- (4) Promote and support business retention and attraction.
- (5) Provide professional and technical support services to the Planning Department, Planning Board, Zoning Board of Appeals, Conservation Advisory Council, Architectural Review Board, Landmarks Preservation Commission and citizen and related advisory committees appointed by the Town Board in connection with various comprehensive planning initiatives.
- (6) Manage and participate in the planning of capital improvements, environmental conservation and related projects and programs.
- (7) Coordinate community housing projects and programs to facilitate affordable housing opportunities, working with both the public sector and private sector.

C. The Town Board also created the positions of Building and Planning Administrator and in the absence or unavailability of the Building and Planning Administrator, Chief Building Inspector, to oversee and manage the Department of Land Management.

D. The Building and Planning Administrator is charged by the Town Board with significant and independent authority to manage the Town's overall planning, development and conservation of land resources and implementation of policy.

E. In addition, it is the intent of this article to clarify and designate additional Town personnel to interpret and enforce the zoning provisions set forth in Chapter 301.

§ 103-19. Administrator of Department of Land Management.

The Administrator of the Department of Land Management, also known as the "Town Building and Planning Administrator," shall be the principal executive officer and administrative head of the Department of Land Management.

§ 103-20. Chief Building Inspector.

In the absence or unavailability of the Administrator of the Department of Land Management, the Chief Building Inspector shall act as the executive officer and administrative head of the Department of Land Management.

§ 103-21. Powers and duties of Building and Planning Administrator.

The Building and Planning Administrator shall have such duties as the Town Board may from time to time prescribe, including but not limited to the following:

- A. Assist the Town Board with the establishment and implementation of land use and development legislation, priorities, policies, projects and programs.
- B. Assist the Town Board and Financial Administrator with financial and related analysis pertaining to development projects and programs.
- C. Coordinate the efforts of the Planning Department, Building Department and Fire Marshal's office of the Department of Land Management during the review of development projects and programs.

D. Represent the Town on various development-oriented committees, task forces and forums.

E. Lead the implementation of design and development projects, programs and strategies recommended by the Comprehensive Plan update.

F. Manage professional and administrative staff assigned to the Department, including all data entry, accounting, clerical and related support services required by each division.

G. Under the direction of the Town Attorney, review all legal matters arising within the divisions of the Department.

H. Provide reports and assistance on various applications and requests, including under Chapter 219 Coastal Erosion Hazard Areas, and Chapter 295, Wetlands.

I. Serve as the coordinator for the State Environmental Quality Review Act (SEQRA) for various Town-initiated legislation, priorities, projects, and programs, as well as petitions submitted for the Town Board's consideration regarding change of zones and other related requests.

J. Shall administer, supervise, manage, coordinate and enforce the zoning laws and applicable local laws, ordinances, rules and regulations of the Town of Riverhead and the applicable building codes, state and/or local and applicable laws of the State of New York as legally required throughout the properties of the Town of Riverhead.

§ 103-22. Investigation Unit of Office of Town Attorney.

The Investigation Unit of the Office of the Town Attorney, commonly referred to as "Code Enforcement," shall have authority to enforce the zoning laws and applicable local laws, ordinances, rules and regulations of the Town of Riverhead and the applicable building codes, state and/or local and applicable laws of the State of New York as legally required throughout the properties of the Town of Riverhead. In addition, the Town Investigator and such other persons who are certified as Code Enforcement Officials as provided by Title 19 NYCRR Part 434 are authorized to issue appearance tickets as defined by § 150.10 of the Criminal Procedure Law, summonses or any other notices as permissible by law for violation of the sections of the Town Code of the Town of Riverhead over which they have jurisdiction. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as are vested in and imposed upon the departments, officers or employees identified above. Nothing hereinabove shall be deemed to diminish or restrict the performance of such duties as are vested in and imposed upon the Investigation Unit, Senior Town Investigator, Town Investigator and such other officers or persons employed in the Investigation Unit.

§ 103-23. Statutory authority; supersession of Town Law.

The provisions set forth in this article are enacted pursuant to Town Law §§ 268 and 138 and Municipal Home Rule Law § 10, Subdivision 1(ii)a(1) and 1(ii)d(3), and are intended to supersede Town Law § 65, Subdivision 1.

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

Dated: Riverhead, New York
December 6, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 893

**RATIFIES SETTLEMENT OF LEGAL ACTION BY BERNADETTE MORAN
AGAINST THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a legal action was commenced by Bernadette Moran against the Town of Riverhead and others in the Supreme Court, Suffolk County under Index No.3357/2011; and

WHEREAS, the parties entered into mediation and reached a settlement of that legal action inclusive of all costs, expenses and interest; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement.

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts and ratifies the settlement reached at mediation on August 3, 2016 regarding legal action commenced by Bernadette Moran against the Town of Riverhead and others in the Supreme Court, Suffolk County under Index No.3357/2011 and the signing of any and all documents necessary to effectuate that settlement of the legal action commenced by Bernadette Moran against the Town of Riverhead and others in the Supreme Court, Suffolk County under Index No.3357/2011 by the Supervisor, or Town Attorney; and be it further

RESOLVED, that the Law Offices of Furey, Furey, Leverage, Manzione, Williams & Darlington, P.C. are hereby authorized, nunc pro tunc, to enter into a stipulation of settlement on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Furey, Furey, Leverage, Manzione, Williams & Darlington, P.C., 600 Front Street, Hempstead, New York 11550-4459, the Accounting Department, and the Town Attorney.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 894

AUTHORIZES TOWN CLERK TO REPUBLISH AND REPOST NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead Water District requires a variety of parts and equipment, including but not limited to outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee(s), hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities (hereinafter described as "Water Service Materials"); and

WHEREAS, the Town of Riverhead Water District prepared a Notice to Bidders, which was published in the October 27, 2016, issue of *The News-Review*, and

WHEREAS, two (2) bids were received, opened and read aloud by the Town Clerk on November 17, 2016, at 2:00 p.m., the date and time specified for bid opening; and

WHEREAS, bids were not let on all of the items listed in the bid document and the Riverhead Water District wishes to rebid those items; and

WHEREAS, the Riverhead Water District has requested that a Notice to Bidders be placed in the **December 15, 2016**, issue of *The News-Review*.

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting as governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached Notice to Bidders for Water Service Materials in the **December 15, 2016**, issue of *The News-Review*; and be it further

BE IT FURTHER RESOLVED, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of certain **WATER SERVICE MATERIALS** (parts and equipment, including but not limited to, outlet thread taps, meter pit covers, yoke key valves, wedge gate valves, hydrant tee[s], hydrant extension kits, nuts and eye bolts, to maintain equipment and facilities) for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on January 10, 2017**, at which time all bids will be opened and publically read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **December 15, 2016**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #RWD-2016-36A**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before 11:00 a.m. on January 10, 2017. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 895

DETERMINATION AND EMERGENCY DECLARATION THAT THE STRUCTURE LOCATED AT 212 TROUT BROOK LANE, RIVERHEAD, NEW YORK, ALSO KNOWN AS SUFFOLK COUNTY TAX MAP NO. 600-85-2-95.19, IS UNSAFE, HAS PARTIALLY COLLAPSED, IS IN IMMINENT DANGER OF FURTHER COLLAPSE, POSES A HAZARD AND DANGER TO THE PUBLIC AND ORDERS THE TOWN ENGINEERING DEPARTMENT TO FACILITATE THE DEMOLITION OF SAID STRUCTURE AND TO ASSESS DEMOLITION, REMOVAL AND ADMINISTRATIVE COSTS AGAINST THE SUBJECT PROPERTY

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Clerk was directed to and did facilitate the publication and posting on October 13, 2016, of a public notice for a public hearing regarding an alleged unsafe structure as delineated above in the Riverhead News-Review; and

WHEREAS, pursuant to publication and posting, a public hearing was conducted on November 17, 2016, at about 10:00 a.m., at Riverhead Town Hall, for the purpose of determining whether the structure located at 212 Trout Brook Lane, Riverhead, also known as SCTM No. 600-85-2-95.19, was an unsafe structure, pursuant to Chapter 217 of the Riverhead Town Code, and whether the subject property owner was timely notified of such public hearing pursuant to statutory notice requirements and to provide an opportunity for the property owner to address the subject allegations; and

WHEREAS, the Town Board received testamentary evidence as well as other evidence in the form of exhibits during the hearing date of November 17, 2016, as well as additional submissions on November 28, 2016.

NOW THEREFORE BE IT RESOLVED, that the Town Board, upon due deliberation and consideration of all of the evidence adduced at the public hearing as well as additional submissions thereafter, has determined and hereby declares, on an emergency basis, that the delineated structure is an unsafe structure as follows:

1. Said structure constitutes a hazard to public safety and health in that the structure, due to prolonged and unabated exterior and interior exposure to rain, snow, ice and wind, has partially collapsed due to weakened, dilapidated and fire-damaged structural components; and
2. Is in imminent danger of a total collapse as weather elements continue to weaken the structural components and structural integrity of the fire-damaged building; and
3. That the subject property owner(s) were timely notified and/or constructively notified of the unsafe condition of the structure and the date and time of the subject hearing pursuant to statutory requirements; and

4. That the property owner(s) have failed to remediate the unsafe condition of the structure in a timely manner with notice of the consequences of same.

BE IT FURTHER RESOLVED, that the Town Engineering Department is ordered to expedite and facilitate the demolition of the delineated structure, excluding the foundation unless same is determined to be unsafe, pursuant to applicable New York State and/or Suffolk County laws, rules, regulations or procedures and applicable engineering best management practices, including but not limited to the removal and/or securing of the foundation and property, if applicable, of the delineated structure by means it deems appropriate, safe, and statutorily compliant, and assess all costs and expenses incurred by the Town, including but not limited to retention of third-party contractors and/or consultants in connection with the demolition proceedings, as a charge to the property owner/property, including all administrative costs incurred by the Town pursuant to Riverhead Town Code Chapter 217.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the subject property owner(s) by the Chief Fire Marshal, pursuant to statutory notice requirements; as well as the Town Engineering Department. In addition, 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 896

2017 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT D – DISTRIBUTION FOR RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for Maintenance and Emergency Services, Contract D – Distribution, for the Riverhead Water District; and

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

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated February 16, 2015, did recommend that the bid for Maintenance and Emergency Services, Contract D – Distribution, for the Riverhead Water District, be awarded to Bancker Construction Corp.; and

WHEREAS, the Town Board, on March 3, 2015, adopted Resolution #150149 awarding the bid to Bancker Construction Corp.; and

WHEREAS, on October 20, 2015, the Town Board adopted Resolution #150747 renewing the above contract for an additional one-(1) year period to December 31, 2016;

WHEREAS, the Riverhead Water District and Bancker Construction Corp., per the attached extension notice, desire to renew the current contract for the 2017 calendar year as provided in the original contract

NOW THEREFORE BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract D – Distribution, previously awarded by resolution dated March 3, 2015, by Resolution #150149, and extended by Resolution #150747 adopted October 20, 2015, be extended for the 2017 calendar year at the bid amount of \$368,235.15 as set forth in the attached letter dated February 16, 2015, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Bancker Construction Corp., 218 Blydenburgh Road, Islandia, New York, 11722; 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

Hubbard Yes No Giglio 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
Phone: 631.727.3205 FAX: 631.369.4608

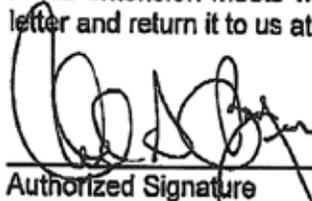
Bid Extension Notice

To: Michael Beyer, Bancker Construction Corp.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: November 17, 2016
Subject: Extension of Annual Maintenance and Emergency Services Contract -
Contract D - Distribution

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2017, at the contract price for the year 2017 (copy attached). This would be the second and final extension under the current contract.

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



Authorized Signature

BANCKER CONSTRUCTION CORP

Company Name

MICHAEL S. BEYER PRESIDENT

Print Name

November 17, 2016

Date



water

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

February 16, 2015

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

**Re: Riverhead Water District
Maintenance, Installation and Emergency Services – RE-BID
Contract D - Distribution
H2M Project No.: RDWD 14-05**

Dear Supervisor Walter:

On Thursday, February 12, 2015, the Riverhead Water District received bids for their annual distribution maintenance, installation and emergency services contract. Three contractors submitted bids, with the low bid being submitted by Bancker Construction Corp. of Islandia, New York. A summary of the bids received is shown below:

Contractor	2015 Bid	2016 Bid	2017 Bid
Bancker Construction Corp.	\$347,265.00	\$357,613.30	\$388,235.15
Elmore Associates, Inc.	\$378,121.25	\$387,243.00	4397,025.75
Roadwork Construction Corp.	\$385,479.01	\$402,835.76	\$420,461.90

Bancker Construction Corp. has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Bancker Construction Corp. is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Bancker Construction Corp. for the 2015 calendar year based on the unit prices submitted in their proposal. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

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

Very truly yours,

H2M architects + engineers

John Collins

John R. Collins, P.E.

cc: Town Board
Richard Ehlers, Esq.
Supt. Mark Conklin
Town Clerk

X:\RDWD (Riverhead Water District) - 10810\RDWD1405 - Annual Maintenance Contracts\Correspondence\2015.02.16_Award Recommendation - Contract D ReBid.doc

TOWN OF RIVERHEAD

Resolution # 897

2017 RENEWAL OF BID AWARD FOR CONTROL VALVE MAINTENANCE AND REPAIR SERVICES FOR RIVERHEAD WATER DISTRICT

Councilman Wooten 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 Control Valve Maintenance and Repair Services for the Riverhead Water District; and

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

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated September 16, 2014, did recommend that the bid for Control Valve Maintenance and Repair Services for the Riverhead Water District, be awarded to Harper Haines Fluid Control, Inc.; and

WHEREAS, the Town Board, on October 7, 2014, adopted Resolution #140698 awarding the bid to Harper Haines Fluid Control, Inc. for the remainder of 2014 and the entire 2015 calendar year; and

WHEREAS, on October 20, 2015, the Town Board adopted Resolution #150748 renewing the above contract for an additional one-(1) year period to December 31, 2016;

WHEREAS, the Riverhead Water District and Harper Haines Fluid Control, Inc., per the attached extension notice, desire to renew the current contract for the 2017 calendar year.

NOW THEREFORE BE IT RESOLVED, that the bid for Control Valve Maintenance and Repair Services, previously awarded by resolution dated October 7, 2014, by Resolution #140698, and extended by Resolution #150748 adopted October 20, 2015, be extended for the 2017 calendar year at the bid amount of \$59,513.80 as set forth in the attached letter dated September 16, 2014, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Harper Haines Fluid Control, Inc., 125 Old Gate Lane, Milford, Connecticut, 06460; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

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

September 16, 2014

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

Re: **Riverhead Water District**
Control Valve Maintenance and Repair Services
~~Contract Control~~
H2M Project No.: RDWD 14-50

Dear Supervisor Walter:

On Thursday August 28, 2014, the Riverhead Water District opened bids for control valve maintenance and repair services for the above referenced project. One (1) contractor submitted bids, with the low bid being submitted by Harper Haines Fluid Control, Inc. of Milford, Connecticut. The total bid price for 2015 is \$47,782.23, for 2016 is \$53,743.42 and for 2017 is \$59,513.80. A copy of the *bid tabulation* is enclosed for your records.

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

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of maintenance and repair situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Harper Haines Fluid Control, Inc. for the remainder of the 2014 and 2015 calendar year. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year at the discretion of the Town/District.

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

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.

Enclosures:

cc: Councilman George Gabrielsen
Richard Ehlers, Esq.
Asst. Supt. Mark Conkin
William Rothaar, Financial Administrator

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RWD Riverhead Water District

Mark K Conklin, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631.727.3205 FAX: 631.369.4608

Bid Extension Notice

To: Frederick Haines, Harper Haines Fluid Control, Inc.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: November 17, 2016
Subject: Extension of Control Valve Maintenance and Repair Services Contract

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2017, at the contract price for the year 2017 (copy attached). This would be the second and final extension under the current contract.

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

 Authorized Signature	<u>Annee Chase</u> Print Name
<u>Harper Haines Fluid Control</u> Company Name	<u>11/21/2016</u> Date

TOWN OF RIVERHEAD

Resolution # 898

2017 RENEWAL OF BID AWARD FOR MAINTENANCE AND EMERGENCY SERVICES CONTRACT E – ELECTRICAL FOR RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

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

WHEREAS, H2M, consulting engineers to the Riverhead Water District, by attached letter dated December 23, 2014, did recommend that the bid for Maintenance and Emergency Services, Contract E – Electrical, for the Riverhead Water District, be awarded to Hinck Electrical Contractor, Inc.; and

WHEREAS, the Town Board adopted Resolution #150047 on January 6, 2015, awarding the bid to Hinck Electrical Contractor, Inc., for a period of one (1) year; and

WHEREAS, on October 20, 2015, the Town Board adopted Resolution #150749 renewing the above contract for an additional one-(1) year period to December 31, 2016;

WHEREAS, the Riverhead Water District and Hinck Electrical Contractor, Inc., per the attached extension notice, desire to renew the current contract for the 2017 calendar year as provided in the original contract.

NOW THEREFORE BE IT RESOLVED, that the bid for Maintenance and Emergency Services, Contract E – Electrical, previously awarded by resolution dated January 6, 2015, by Resolution #150047, and extended by Resolution #150749 adopted October 20, 2015, be extended for the 2017 calendar year at the bid amount of \$36,550.00 as set forth in the attached letter dated December 23, 2014, from H2M, consulting engineers for the Riverhead Water District; and be it further

RESOLVED, that the Town Clerk forward a certified copy of this resolution to Hinck Electrical Contractor, Inc., 75 Orville Road Suite 1, Bohemia, New York, 11716; 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

Hubbard Yes No Giglio 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
Phone: 631.727.3205 FAX: 631.369.4608

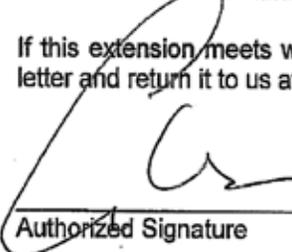
Bid Extension Notice

To: Craig Hinck, Hinck Electrical Contractor, Inc.
From: Mark K Conklin, Superintendent, Riverhead Water District
Date: November 17, 2016
Subject: Extension of Annual Maintenance and Emergency Services Contract -
Contract E - Electrical

This bid extension notice is to inform you that the above contract with the Riverhead Water District will expire on December 31, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until December 31, 2017, at the contract price for the year 2017 (copy attached). This would be the second and final extension under the current contract.

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



Authorized Signature

Craig Hinck

Print Name

Hinck Electrical Contractor

Company Name

11/17/16

Date



water

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

December 23, 2014

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

Re: **Riverhead Water District
Maintenance and Emergency Services
Contract E - Electrical
H2M Project No.: RDWD 14-05**

Dear Supervisor Walter:

On Tuesday, December 9, 2014, the Riverhead Water District received bids for their annual electrical maintenance and emergency services contract. Six contractors submitted bids, with the low bid being submitted by Hinck Electrical Contractor, Inc. of Bohemia, New York. The total bid price for 2015 is \$36,510.00, for 2016 is \$36,530.00 and for 2017 is \$36,550.00. A summary of the bids received is shown below:

Contractor	2015 Bid	2016 Bid	2017 Bid
Hinck Electrical Contractors	\$36,510	\$36,530	\$36,550
Wire to Water, Inc.	\$40,900	\$42,810	\$44,720
All Service Electric	\$44,061	\$44,726	\$45,403
Palace Electric	\$53,489	\$54,434	\$55,379
NY Trenchless Inc. ^^	\$62,310	\$64,690	\$68,430
Baltray Enterprises	\$62,676	\$65,678	\$68,862

^^ - NY Trenchless Inc. was the apparent low bidder at the time of bid opening. However, upon evaluation of their submitted bid, an error in calculation was reported within the Bid Comparison section. The values above represent the corrected figures.

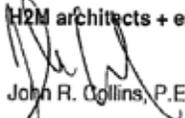
Hinck Electrical Contractor has successfully completed similar work for various water utilities over the past few years including the Riverhead Water District. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Hinck Electrical Contractor is qualified and their bid prices are fair and reasonable.

It should be noted that this contract is for system maintenance and emergency services. The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of emergency and maintenance situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Hinck Electrical Contractor for the 2015 calendar year in the amount of \$36,510. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year if the extension of the contract is deemed to be in the best interest of the District.

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

Very truly yours,

H2M architects + engineers


John R. Collins, P.E.

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

X:\RDWD (Riverhead Water District) - 10810RDWD1405 - Annual Maintenance Contracts\Correspondence\2014.12.14_Award Recommendation - Contract E.doc

www.h2m.com

TOWN OF RIVERHEAD

Resolution # 899

AWARDS BID – INSTALLATION OF STANDBY GENERATOR AND TRANSFER SWITCH – PLANT NO. 15 - RIVERHEAD WATER DISTRICT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, this Town Board did authorize the advertisement for bids for Installation of Standby Generator and Transfer Switch at Plant No. 15 of the Riverhead Water District located at Tuthills Lane, Jamesport, New York, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated November 14, 2016 did recommend that the bid be awarded to Commander Electric of Bohemia, New York at the total bid price of \$166,600.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for Installation of Standby Generator and Transfer Switch at Plant No. 15 of the Riverhead Water District, be and is hereby awarded to:

Commander Electric
Bohemia, New York
In the bid amount of \$166,600.00

and be it further

RESOLVED, that Commander Electric shall post a bond in the amount of the total bid of \$166,600.00, and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

RESOLVED, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Commander Electric and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



water

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

November 14, 2016

Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Riverhead Water District
Installation of Standby Generator and Transfer Switch at Plant No. 15
H2M Project No.: RDWD 16-01**

Dear Board Members:

On October 18, 2016, the Riverhead Water District received proposals for the Installation of Standby Generator and Transfer Switch at Plant No. 15 located on Tuthills Lane in Jamesport. Six (6) bids were received with the low bid being submitted by Commander Electric of Bohemia, New York for a total price of **\$166,600.00**. A summary of the bids received is included below:

Contractor	Proposal
Commander Electric	\$166,660.00
Rolands Electric, Inc.	\$182,500.00
Hinck Electrical Contractor, Inc.	\$210,606.00
Palace Electrical	\$224,000.00
Elecnor Hawkeye, LLC	\$233,600.00
Bensin Contracting, Inc.	\$243,800.00

Commander Electric has successfully completed a number of similar projects both with H2M and the Town of Riverhead in the past. Based on our experience with Commander Electric it is our opinion that they are qualified and their bid prices fair and reasonable for the scope of work associated with this project. Based on this, we recommend the Town Board award the above referenced project to Commander Electric at a total bid price of **\$166,660.00**.

It should be noted that the cost associated with the installation of the generator and transfer switch were included in the original bond report and Map & Plan for Plant No. 15. At the time of construction of Plant No. 15, the generator was not included as part of original scope due to costs.

Very truly yours,

H2M architects + engineers


John R. Collins, P.E.

cc: Mark Conklin, Superintendent of Water
Carissa Willis, Town Board Coordinator
Supervisor Sean Walter
Richard Ehlers, Esq.

TOWN OF RIVERHEAD

Resolution # 900

**AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AMENDMENTS WITH THE
COMMUNITY DEVELOPMENT ADMINISTRATOR, THE SUPERINTENDENT OF
RECREATION AND THE TOWN PERSONNEL OFFICER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, in recognition of their years of service to the Town of Riverhead, the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute Contract Amendments with the Community Development Administrator, the Superintendent of Recreation and the Town Personnel Officer.

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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 901

**AWARDS PART OF WATER SERVICE MATERIALS BID
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for water service materials; and

WHEREAS, bids were received, opened and read aloud on the 17th day of November, 2015, at 2:00 p.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 a portion of water service materials be and is hereby awarded per the attached bid summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Blackman Plumbing Supply, 900 Sylvan Avenue, Bayport, New York, 11705 and T Mina Supply, Inc, 168 Long Island Avenue, Holtsville, New York, 11741; 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

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

BID AWARD FOR WATER SERVICE MATERIALS - BID #RWD-2016-36

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
1	Ford ¾" F1000-3-G Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 27.89
2	Ford 1" F1000-4-G Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 42.16
3	Ford 1½" FB1000-6-G ballcorp AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 121.55
4	Ford 2" FB1000-7-G ballcorp AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 201.02
5	Ford 2" FB1100-7-G ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.		\$ 201.02
6	Ford ¾" F600-3 AWWA/CC taper thread inlet by flared copper outlet, or equal.		\$ 25.93
7	Ford 1" F600-4 AWWA/CC taper thread inlet by flared copper outlet, or equal.		\$ 39.61
8	Ford ¾" L02-33 quarter bend female copper thread by flare copper (less nuts), or equal.		\$ 16.90
9	Ford 1" L02-44S quarter bend female copper tread swivel nut by flare copper, or equal.		\$ 31.84
10	Ford ¾" L04-33S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.		\$ 25.64
11	Ford 1" L04-44S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.		\$ 34.95
12	Ford 6" FC202-(669, 690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 73.33
13	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 83.78
14	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 102.39
15	Ford 12" FC202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service double strap saddle.**		\$ 104.37
16	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3"x 4") 180°. In addltion, pit wall thickness should be no more than .7" and no less than .3".	\$ 52.67	
17	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addltion, pit wall thickness should be no more than .7" and no less than .3".	\$ 90.50	
18	Ford A4-T ductile iron meter pit cover, or equal.	\$ 5.00	

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
19	Ford MC-36-T large meter pit cover, or equal		\$ 592.62
20	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket		\$ 15.57
21	Ford ER25AW 2½" elevator ring for Wabash covers, or equal.		\$ 31.88
22	Ford ER4AW 4" elevator ring for Wabash covers, or equal.		\$ 50.39
23	Ford MC-24-TT large monitor cover with Ext-5 extension ring		\$ 348.24
25	Ford Y501 iron yoke bar for 5/8" meter size, or equal.		\$ 10.10
26	Ford Y503 iron yoke bar for 3/4" meter size, or equal.		\$ 12.04
27	Ford Y504 iron yoke bar for 1" meter size, or equal.		\$ 19.05
28	Ford EC-1 5/8" standard expansion connection, or equal.		\$ 16.59
29	Ford EC-23 ¾" standard expansion connection, or equal.		\$ 18.80
30	Ford EC-4 1" standard expansion connection, or equal.		\$ 31.58
31	Ford AV92-313W angle yoke key valve ¾" size x ¾" flare copper x 5/8" meter, or equal.		\$ 28.84
32	Ford AV92-323W angle yoke key valve ¾" size x ¾" flare copper x ¾" meter, or equal.		\$ 28.84
33	Ford AV92-444W angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.		\$ 47.24
34	Ford AV94-313W angle yoke key valve ¾" size x ¾" pack joint (CTS) x 5/8" meter, or equal.		\$ 31.58
35	Ford AV94-444W angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.		\$ 49.91
36	Ford HA91-444D angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.		\$ 42.41
37	Ford HA92-313D angle check valve for yokes ¾" size x 5/8" meter x ¾" flare copper, or equal		\$ 46.00
38	Ford B22-333 ball valve curb stop ¾" size x ¾" x ¾" flare copper both ends, or equal.		\$ 62.92
39	Ford B22-444 ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.		\$ 86.91
40	Ford B44-333 ball valve curb stop ¾" X ¾" X ¾" pack joint for CTS, or equal.		\$ 62.10

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
41	Ford B44-444 ball valve curb stop 1" X 1" X 1" pack joint for CTS, or equal		\$ 93.35
42	Ford B44-666 ball valve curb stop 1½" size x 1½" x 1½" pack joint for copper or plastic (CTS), or equal.		\$ 223.38
43	Ford B44-777 ball valve curb stop 2" size x 2" x 2" pack joint for copper or plastic (CTS), or equal.		\$ 314.04
44	Ford A14 meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.		\$ 19.14
45	Ford C44-33 pack joint coupling ¾" x ¾", or equal.		\$ 17.13
46	Ford C44-34 pack joint coupling ¾" x 1", or equal.		\$ 19.89
47	Ford C44-44 pack joint coupling 1" x 1", or equal.		\$ 19.59
48	Ford C44-66 pack joint coupling 1½" x 1½", or equal.		\$ 65.53
49	Ford C44-77 pack joint coupling 2" x 2", or equal.		\$ 88.46
50	Ford C45-33 pack joint coupling ¾" CTS x ¾" IP, or equal.		\$ 18.95
51	Ford C45-34 pack joint coupling ¾" CTS x 1" IP, or equal.		\$ 26.15
52	Ford C45-43 pack joint coupling 1" CTS x ¾" IP, or equal.		\$ 21.31
53	Ford C45-44 pack joint coupling 1" CTS x 1" IP, or equal.		\$ 25.43
54	Ford C45-45 pack joint coupling 1" CTS x 1 1/4" IP, or equal.		\$ 31.81
55	Ford VBHH-76-27-11-66-G 1½" irrigation copper setter, or equal.		\$ 1,044.13
56	Ford VBHH-27-11-77-G 2" irrigation copper setter, or equal		\$ 1,137.55
57	Ford VBHH-87-27HB-11-66-G 1½" domestic copper setter, or equal		\$ 1,044.13
58	Ford VBHH-87-27HB-11-77-G 2" domestic copper setter, or equal		\$ 1,137.55
59	Ford T444-333 ¾" CTS X ¾" CTS, service tee pack joint, or equal		\$ 41.43
60	Ford T444-444 1" CTS X 1" CTS, service tee pack joint, or equal		\$ 44.34
61	Ford T444-666 1 ½" x 1 ½" x 1 ½" service tee pack joint, or equal		\$ 98.86

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
62	Ford T444-777 2" x 2" x 2" service tee pack joint, or equal		\$ 241.25
63	Mueller H-15403N ¾" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.	\$ 15.41	
64	Mueller H-15403N 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.	\$ 16.83	
65	Mueller H-15403N 1½" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.	\$ 59.30	
66	Mueller H-15403N 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.	\$ 80.07	
67	Mueller H-15451N 1½" conductive compression CTS x FIP, or equal		\$ 55.88
68	Mueller H-15451N 2" conductive compression CTS x FIP, or equal		\$ 66.60
69	Mueller N-35428N 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.		\$ 55.75
70	Mueller N-35071N ¾" insulated straight service connection ¾" female copper flare x ¾" CTS outlet, or equal.		\$ 57.38
71	Mueller P-15381N 1 ½" X 1 ½" X 1" service tee pack joint connection for CTS O.D., or equal		\$ 87.39
72	Mueller P-15381N 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal		\$ 228.01
73	Mueller P-15343N 1" X 1 ½" two brand-body pack joint for CTS O.D. tubing, or equal		\$ 82.11
74	Mueller H-15343N 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal		\$ 95.41
75	Mueller H-15346N 1" X 2" three branch fitting, or equal		\$ 121.89
76	Ford 6" FS1-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.		\$ 111.13
77	Ford 8" FS1-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.		\$ 130.67
78	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.		\$ 176.26
79	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.		\$ 204.14
80	Ford 6" FS1-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp		\$ 122.90
81	Ford 8" FS1-(835, 894, 939, 967) x 15 stainless steel repair clamp		\$ 149.38
82	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp		\$ 202.82

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
83	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp		\$ 230.76
84	Ford 6" FC-1 ductile iron coupling with gasket and end rings.		\$ 81.68
85	Ford 8" FC-1 ductile iron coupling with gasket and end rings.		\$ 101.92
86	Ford 10" FC-1 ductile iron coupling with gasket and end rings.		\$ 140.20
87	Ford 12" FC-1 ductile iron coupling with gasket and end rings.		\$ 167.05
88	6" HYMAX 2000-0768-260 coupling (6.42-7.68 range)		\$ 212.94
89	8" HYMAX 2000-0984-260 coupling (8.54-9.84 RANGE)		\$ 240.41
90	10" HYMAX 2000-1200-260 coupling (10.70-12.00 RANGE)		\$ 309.28
91	12" HYMAX 2000-1441-260 coupling (13.15-14.41 RANGE)		\$ 445.45
92	Ford 4" UFR-1300-(S, C)-4 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 36.16
93	Ford 6" UFR-1300-(S, C)-6 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 46.48
94	Ford 8" UFR-1300-(S, C)-8 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 67.93
95	Ford 10" UFR-1300-(S, C)-10 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 108.90
96	Ford 12" UFR-1300-(S, C)-12 uni-flange Block Buster Series 1300 pipe restraint, or equal		\$ 116.19
97	Ford 6" UFR-1400-DA-6-U Series 1400 wedge action retainer gland, or equal.		\$ 44.80
98	Ford 8" UFR-1400-DA-8-U Series 1400 wedge action retainer gland, or equal.		\$ 60.78
99	Ford 10" UFR-1400-DA-10-U Series 1400 wedge action retainer gland, or equal.		\$ 86.85
100	Ford 12" UFR-1400-DA-12-U Series 1400 wedge action retainer gland, or equal.		\$ 116.42
101	Ford 6" UFR-1400-DA-6-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 68.07
102	Ford 8" UFR-1400-DA-8-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 88.89
103	Ford 10" UFR-1400-DA-10-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 112.48

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
104	Ford 12" UFR-1400-DA-12-XL-U Series 1400 wedge action retainer gland, or equal.		\$ 143.86
105	Ford 4" UFA-200-(S, C)-4 uni-flange adapter flange Series 200, or equal.		\$ 35.48
106	Ford 6" UFA-200-(S, C)-6 uni-flange adapter flange Series 200, or equal.		\$ 38.21
107	Ford 8" UFA-200-(S, C)-8 uni-flange adapter flange Series 200, or equal.		\$ 53.07
108	Ford 10" UFA-200-(S, C)-10 uni-flange adapter flange Series 200, or equal.		\$ 95.32
109	Ford 12" UFA-200-(S, C)-12 uni-flange adapter flange Series 200, or equal.		\$ 111.18
110	Smith Blair 4" 274 bell joint repair clamp, or equal		\$ 157.14
111	Smith Blair 6" 274 bell joint repair clamp, or equal		\$ 173.43
112	Smith Blair 8" 274 bell joint repair clamp, or equal		\$ 239.29
113	Smith Blair 10" 274 bell joint repair clamp, or equal		\$ 301.14
114	Smith Blair 12" 274 bell joint repair clamp, or equal		\$ 325.86
115	ROMAC 4" grap-(DI & IP) gripping pipe restrainer.		\$ 44.72
116	ROMAC 6" grap-(DI & IP) gripping pipe restrainer.		\$ 54.28
117	ROMAC 8" grap-(DI & IP) gripping pipe restrainer.		\$ 76.16
118	ROMAC 10" grap-(DI & IP) gripping pipe restrainer.		\$ 140.25
119	ROMAC 12" grap-(DI & IP) gripping pipe restrainer.		\$ 140.25
120	6" MJ retainer kit for DI - domestic casting	\$ 36.36	
121	8" MJ retainer kit for DI - domestic casting	\$ 49.35	
122	10" MJ retainer kit for DI - domestic casting	\$ 70.50	
123	12" MJ retainer kit for DI - domestic casting	\$ 94.50	
124	6" MJ cast iron sleeve, less accessories - domestic casting		\$ 116.00

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
125	8" MJ cast iron sleeve, less accessories - domestic casting		\$ 151.61
126	10" MJ cast iron sleeve, less accessories - domestic casting		\$ 227.43
127	12" MJ cast iron sleeve, less accessories - domestic casting		\$ 306.88
128	6" x 6" x 6" hydrant tee, less accessories - domestic casting	\$ 173.25	
129	8" x 8" x 6" hydrant tee, less accessories - domestic casting	\$ 216.20	
130	10" x 10" x 6" hydrant tee, less accessories - domestic casting	\$ 340.05	
131	12" x 12" x 6" hydrant tee, less accessories - domestic casting	\$ 394.47	
132	6" mechanical joint with 90° bend, less accessories	\$ 103.80	
133	6" mechanical joint with 45° bend, less accessories	\$ 85.91	
134	6" mechanical joint with 22° bend	\$ 78.05	
135	6" push-on DI pipe c152, specify length <u>20'</u> x \$ <u>18.52</u> =	\$ 370.40	
136	8" push-on DI pipe c152, specify length <u>20'</u> x \$ <u>27.25</u> =	\$ 545.60	
137	10" push-on DI pipe c152, specify length <u>20'</u> x \$ <u>34.18</u> =	\$ 683.60	
138	12" push-on DI pipe c152, specify length <u>20'</u> x \$ <u>42.58</u> =	\$ 851.60	
139	Mueller 6" A-2361 MJ resilient wedge gate valve.	\$ 653.30	
140	Mueller 8" A-2361 MJ resilient wedge gate valve.	\$ 904.77	
141	Mueller 10" A-2361 MJ resilient wedge gate valve.	\$ 1,410.68	
142	Mueller 12" A-2361 MJ resilient wedge gate valve.	\$ 1,646.00	
147	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with aqua grip foot & 5' bury.	\$ 2,239.16	
148	Mueller Super Centurion 6" hydrant extension kit.	\$ 355.10	
149	Mueller Super Centurion 350 PSI fire hydrant w/ 4 1/2 MVO & 6" MJ foot & 5' bury square nuts	\$ 2,278.63	

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
150	Mueller Super Centurion 350 PSI fire hydrant w/ 4 1/2 MVO & 6" MJ foot & 5' bury 5 sided nuts	\$ 2,278.63	
151	Mueller Super Centurion 1' hydrant extension kit.	\$ 412.98	
152	Mueller hydrant repair stems, 4 1/2' MVO (all models)		\$ 165.50
153	Clow Medallion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 1,986.80
154	Clow Medallion 6" hydrant extension kit.		\$ 352.51
155	Clow Medallion 1' hydrant extension kit.		\$ 414.00
156	Clow Medallion fire hydrant breakaway repair kit.		\$ 134.51
157	Kennedy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 2,648.88
158	KENNEDY 4 1/2" MVO hydrant repair kit		\$ 186.90
159	KENNEDY 6" hydrant extension kit.		\$ 170.50
160	KENNEDY 1' hydrant extension kit.		\$ 334.88
161	Eddy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.		\$ 1,897.04
162	Clow Eddy F-2640 4 1/2" fire hydrant breakaway repair kit.		\$ 193.38
163	Mueller Super Centurion 250 fire hydrant breakaway repair kit.	\$ 190.00	
164	Mueller Super Centurion 350 fire hydrant breakaway repair kit	\$ 190.00	
165	Fire hydrant breakaway repair kit with brass safety stem coupling.	\$ 190.00	
166	6" pipe clamp and washers.	\$ 28.95	
167	8" pipe clamp and washers.	\$ 32.36	
168	10" pipe clamp and washers.	\$ 35.97	
169	12" pipe clamp and washers.	\$ 40.89	
170	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket <u>50</u>)	\$ 105.11	

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
171	Bucket of ductile iron duc-lugs (specify quantity in bucket 50_).	\$ 112.50	
172	¾" tie bolts.	\$ 2.10	
173	¾" x 6' threaded hydrant rod.		\$ 6.40
174	¾" threaded rod coupling nut.	\$ 1.44	
175	1" x 100' type "K" copper.	\$ 428.14	
176	¾" x 100' type "K" copper.	\$ 329.36	
177	¾" x 400' PVC tubing, water grade rated at 160-200 psi.		\$ 113.33
178	1" x 300' PVC tubing, water grade rated at 160-200 psi.		\$ 116.16
179	1½" x 300' PVC tubing, water grade rated at 160-200 psi.		\$ 277.48
180	2" x 300' PVC tubing, water grade rated at 160-200 psi.		\$ 432.00
181	25 lbs. lead wool (indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10/25 lbs). - 5 lbs.	\$ 27.81	
182	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.	\$ 532.94	
183	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.	\$ 549.41	
184	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.	\$ 703.53	
185	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.	\$ 969.41	
186	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.	\$ 1,161.18	
187	4" full-face flange gasket and bolt kit-1/8" thickness.	\$ 8.27	
188	6" full-face flange gasket and bolt kit-1/8" thickness.	\$ 11.99	
189	8" full-face flange gasket and bolt kit-1/8" thickness.		\$ 13.75
190	10" full-face flange gasket and bolt kit-1/8" thickness.		\$ 28.75
191	12" full-face flange gasket and bolt kit-1/8" thickness.		\$ 31.25

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
194	¾" CC drill & tap for "Mueller B101" tapping machine		\$ 167.62
195	1" CC drill & tap for "Mueller B101" tapping machine		\$ 222.68
200	Markout paint (AWWA blue) 20 oz. cans, or equal		\$ 3.50
202	SIGMA 1" cast iron valve box riser	\$ 4.54	
203	SIGMA 1.5" cast iron valve box riser	\$ 6.13	
204	SIGMA 2" cast iron valve box riser	\$ 7.67	
205	SIGMA 3" cast iron valve box riser	\$ 11.76	
206	SIGMA 4" cast iron valve box riser		\$ 15.29
207	SIGMA 6" cast iron valve box riser		\$ 17.65
208	SIGMA valve box complete with covers & 16" top section (all cast iron)		\$ 60.00
210	Domestic valve box cover		\$ 15.55
211	SIGMA valve box bottom section (cast iron)		\$ 32.94
212	SIGMA 16" cast iron line valve box top section		\$ 20.59
213	SIGMA 26" cast iron line valve box top section		\$ 29.12
214	Buffalo-type 2 ½" cast iron valve box		\$ 32.94
215	Mueller H-10373 2 ½" repair lids for new style Buffalo-type curb box		\$ 10.79
216	Mueller H-10374 2 ½" repair lids for old style Buffalo-type curb box		\$ 10.79
217	Mueller H-10374 3" repair lids for old style Buffalo-type curb box		\$ 15.75
218	Mueller H-10310 curb box complete for 1 ½" x 2" service, or equal		\$ 72.81
219	CH15535 ¾" copper disk		\$ 2.37
220	DH15535 1" copper disk		\$ 2.37

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
221	Diamond blade for cured concrete, 14" x .125 x 1"		\$ 132.00
222	Diamond blade for green concrete/asphalt, 14" x .125 X 1"		\$ 160.00
223	Diamond blade for D.I., 14" x .125 x 1"		\$ 190.00
225	Ford 3/4" C44-33-4-75-Q-NL extended length coupling with quick joint		\$ 28.25
226	Ford 1" C44-44-4-75-Q-NL extended length coupling with quick joint		\$ 32.31
227	Ford 3/4" FSC-088-642 pipe OD .875 stainless steel dual-armor clamp		\$ 49.48
228	Ford 3/4" FSC-105-6R2 pipe OD 1.05 stainless steel dual-armor clamp		\$ 49.48
229	Ford 1" FSC-113-6R2 pipe OD 1.125 stainless steel dual-armor clamp		\$ 49.83
230	Ford 1" FSC-132-6R2 pipe OD 1.32 stainless steel dual-armor clamp		\$ 49.83
231	Ford 1 1/4" FSC-138-6R2 pipe OD 1.375 stainless steel dual-armor clamp		\$ 50.76
232	Ford 1 1/4" FSC-166-6R2 pipe OD 1.66 stainless steel dual-armor clamp		\$ 50.76
233	Ford 1 1/2" FSC-163-6R2 pipe OD 1.625 stainless steel dual-armor clamp		\$ 51.37
234	Ford 1 1/2" FSC-190-6R2 pipe OD 1.90 stainless steel dual-armor clamp		\$ 51.37
235	Ford 2" FSC-213-6R2 pipe OD 2.125 stainless steel dual-armor clamp		\$ 52.73
236	Ford 2" FSC-238-6R2 pipe OD 2.38 stainless steel dual-armor clamp		\$ 52.73
237	Ford 6" FLSI-(6.35,6.96,7.24,7.75,7.85) x 15 stainless steel repair clamp		\$ 126.04
238	Ford 8" FLSI-(8.35,8.94,9.39,9.67) x 15 stainless steel repair clamp		\$ 153.18
239	Ford 10" FLSI-(10.10,11.04,11.44,11.74,12.15) x 15 stainless steel repair clamp		\$ 207.98
240	Ford 12" FLSI-(12.40,13.02,13.50,13.80,14.10,14.40) x 15 stainless steel repair clamp		\$ 236.64
241	Ford 1 1/2" VBHH76-24-44-66 irrigation copper setter, no by-pass		\$ 1,018.13
242	Ford 2" VBHH77-24-44-77 irrigation copper setter, no by-pass		\$ 1,135.09

ITEM #	DESCRIPTION	BLACKMAN PLUMBING	T MINA SUPPLY
243	Ford 1 1/2" VBHH76-24HB-44-66 domestic copper setter, high by-pass		\$ 1,378.83
244	Ford 2" VBHH77-24HB-44-77 domestic copper setter, high by-pass		\$ 1,531.94
245	Ford PTB-BR plastic AMR plug		\$ 7.44
246	Ford PTB-BR-3-25 plastic AMR plug		\$ 11.03
247	W3BPO plastic inner lid		\$ 5.46
248	W3PD plastic inner lid		\$ 161.15
249	Ford WA3L-T meter pit covers (lid only)		\$ 29.15
250	Clow 6" F-6111 MJ cut-in valve		\$ 926.68
251	Clow 8" F-6111 MJ cut-in valve		\$ 1,442.16
252	Clow 10" F-6111 MJ cut-in valve		\$ 2,068.64
253	Clow 12" F-6111 MJ cut-in valve		\$ 2,611.02

TOWN OF RIVERHEAD

Resolution # 902

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

ABSTRACT #16-24 November 22, 2016 (TBM 12/06/16)			
			Grand
Fund Name	Fund	Ckrun	Totals
GENERAL FUND	1	2,218,532.90	2,218,532.90
RECREATION PROGRAM FUND	6	3,768.58	3,768.58
HIGHWAY FUND	111	231,669.26	231,669.26
WATER DISTRICT	112	117,917.30	117,917.30
RIVERHEAD SEWER DISTRICT	114	153,566.55	153,566.55
REFUSE & GARBAGE COLLECTION DI	115	2,502.96	2,502.96
STREET LIGHTING DISTRICT	116	13,084.04	13,084.04
AMBULANCE DISTRICT	120	3,965.17	3,965.17
EAST CREEK DOCKING FACILITY FU	122	3,252.02	3,252.02
CALVERTON SEWER DISTRICT	124	10,793.19	10,793.19
RIVERHEAD SCAVENGER WASTE DIST	128	51,335.96	51,335.96
GENERAL FUND DEBT SERVICE	384	4,220,089.85	4,220,089.85
TOWN HALL CAPITAL PROJECTS	406	11,700.00	11,700.00
WATER DISTRICT CAPITAL PROJECT	412	1,500.00	1,500.00
RIVERHEAD SEWER CAPITAL PROJEC	414	36,746.49	36,746.49
CALVERTON SEWER CAPITAL PROJEC	424	2,058.60	2,058.60
TRUST & AGENCY	735	925,831.97	925,831.97
CALVERTON PARK - C.D.A.	914	1,750.00	1,750.00
TOTAL ALL FUNDS		8,010,064.84	8,010,064.84

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted