

**PUBLIC COMMENT ON ANY REGULAR TOWN BOARD
RESOLUTION LISTED BELOW:**

- Res. #298 Amends 2008 Salary Resolution
- Res. #299 Authorizes Attendance of One Police Department Employee to Police Firearms Instruction School
- Res. #300 Appoints a Recreation Specialist (Sports Instruction) to the Riverhead Recreation Department (Robert Fox)
- Res. #301 Appoints a Call-In Recreation Aide/Youth Sports to the Riverhead Recreation Department (Amelia Czelatka)
- Res. #302 Appoints a Call-In Recreation Specialist (Aerobics Instructor) to the Riverhead Recreation Department (Cathleen Leggio)
- Res. #303 Appoints a Call-In Security Guard Level II to the Riverhead Recreation Department (Alexander Troge)
- Res. #304 Ratifies the Appointment of a Park Attendant II Level II to the Riverhead Recreation Department (Alexander Troge)
- Res. #305 Ratifies the Appointment of a Part-Time Recreation Leader Level I (Special Needs) (Alexandra Sokoloff)
- Res. #306 Appoints a Legislative Secretary to the Town Supervisor's Office (Sarah Manarel)
- Res. #307 Authorizes the Town Clerk to Publish and Post a Help Wanted Advertisement for a Maintenance Mechanic II
- Res. #308 Ratifies the Appointment of a Justice Court Clerk to the Justice Court (Jill Hecker)
- Res. #309 Appoints Student Intern II to the Town Engineer's Office (Ian Thompson)
- Res. #310 Accepts Resignation of a Recreation Aide (Jay Mildner)
- Res. #311 Appoints a Secretary to the Ethics Board and Authorizes the Payment of a Stipend (Joanne Fagan)

- Res. #312 Establishes the Accessory Apartment Review Board and Appoints Members
- Res. #313 Authorizes Payment of a Stipend to Account Clerk Typist (Billie Jo Jaeger)
- Res. #314 Authorizes the Supervisor to Execute a Retainer Agreement with Peter Bergen, Esq. and Authorizes Peter Bergen to File a Motion to Intervene in the Broadwater Permitting Process on Behalf of the Town of Riverhead
- Res. #315 Authorizing Compromise and Settlement of Tax Certiorari Proceedings Against Town of Riverhead
- Res. #316 Amends Resolution #254 of 2008 (Approves Application of East End Olds Club – Car Show & Swap Meet)
- Res. #317 Authorizes Release of Developer Money Edward Carrera Property
- Res. #318 Authorizes Execution of Contract with Seed Clam Administrator (David Lessard)
- Res. #319 Authorizes the Supervisor to Acquire a Drainage Easement and Abandon an Existing Drainage Easement in the Vicinity of South Railroad Avenue and South Jamesport Avenue in the Hamlet of Jamesport
- Res. #320 Order Calling Public Hearing Extension of the Riverhead Parking District
- Res. #321 Authorizes Town Clerk to Publish and Post a Public Notice for Public Information and Comment Hearing Regarding IGHL's Plan to Establish an Individualized Residential Alternative at 54 Palane East, Baiting Hollow, New York
- Res. #322 Awards Bid for Paint
- Res. #323 Awards Bid for Janitorial Supplies
- Res. #324 Authorization to Publish Advertisement for Janitorial Supplies Part 2 for the Town of Riverhead
- Res. #325 Awards Bid for Food & Meat Products

- Res. #326 Awards Bid for Work Clothes
- Res. #327 Authorization to Publish Advertisement for Snack Vendor Services for the Town of Riverhead
- Res. #328 Authorization to Publish Advertisement for Propane for the Town of Riverhead
- Res. #329 Authorization to Publish Advertisement for Sporting Goods for the Town of Riverhead
- Res. #330 Establishes Fees for Showmobile Usage
- Res. #331 Ratifies Resolution #14 of 2008 Approving Highway Superintendent Expenditure of Monies Without Prior Town Board Approval
- Res. #332 Accepts Performance Security of Vinland Commons, LLC (Letter of Credit)
- Res. #333 Approves Chapter 90 Application of ACTIVEPRENEUR (10 Mile Kayak Race)
- Res. #334 Authorizes the Supervisor to Execute an Agreement to Receive Funds from Suffolk County for Increased Enforcement of New York State Vehicle and Traffic Laws Relating to Drinking and Driving
- Res. #335 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (§108-27. Wind Energy Systems)
- Res. #336 Authorizes the Town Clerk to Post and Publish the Attached Notice to Bidders for the Town of Riverhead Community Development Agencies Demolition of Structure at 1114 Woodcrest Avenue
- Res. #337 Adopts a Local Law Amending Chapter 10 Entitled "Civil Claims" of the Riverhead Town Code
- Res. #338 Adopts a Local Law Amending Chapter 18 Entitled, "Code of Ethics" of the Riverhead Town Code

- Res. #339 Memorializing Resolution to Support the Hamptons Collegiate Baseball League Project
- Res. #340 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Use Permit Petition of Fastenal Company
- Res. #341 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Use Permit Petition of 400 Restoration Realty, LLC (Jedediah Hawkins Country Inn)
- Res. #342 Authorizes the Supervisor to Execute a Grant Agreement with the Riverhead Central School District
- Res. #343 Authorizes Dunn Engineering Associates, P.C. to Proceed with Grangebel Park North Spillway Design, Specification and Permitting Process
- Res. #344 Authorizes Selling of the 2008 Beach Permits by Warren's Tackle Center, Fisherman's Deli and Angelo's Bakery Pizza
- Res. #345 Authorizes the Supervisor to Execute an Agreement with H2M Group
- Res. #346 Pays Bills

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 298

AMENDS 2008 SALARY RESOLUTION

COUNCILWOMAN BLASS offered the following
resolution, which was seconded by COUNCILMAN DUNLEAVY

**RESOLVED, THAT IN ADHERENCE TO THE SUFFOLK COUNTY
LIVING WAGE LAW, THE HOURLY RATE OF THE FOLLOWING PART-TIME
EMPLOYEES OF THE TOWN OF RIVERHEAD BE AMENDED EFFECTIVE
APRIL 15, 2008 AS FOLLOWS:**

Carolyn Crymer, Homemaker	\$11.84
Sabrina Doctor, Homemaker	\$11.84

The Vote

Wooten Yes No	Buckley Yes No
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION ~~X~~ WAS WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 299

AUTHORIZES ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE TO
POLICE FIREARMS INSTRUCTOR SCHOOL

COUNCILMAN DUNLEAVY

offered the following resolution, which was

seconded by COUNCILMAN BUCKLEY

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one police department employee to attend the Police Firearms Instructor School in Cortlandt Manor, New York , and,

WHEREAS, the seminar will be held in Cortlandt Manor, New York from May 13 - 14, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of one police department employee to attend the Police Firearms Instructor School.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$750.00 (registration, food, lodging, tolls, fuel & miscellaneous expenses); upon submission of proper receipts; and

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

THE VOTE

WOOTEN YES ___ NO DUNLEAVY YES ___ NO

BUCKLEY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 300

**APPOINTS A RECREATION SPECIALIST (SPORTS INSTRUCTOR)
TO THE RIVERHEAD RECREATION DEPARTMENT**
COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

RESOLVED, that Robert Fox is appointed to serve as a Recreation Specialist (Sports Instructor), effective April 16th,2008, to serve as needed on an at will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department, Robert Fox, and the Office of Accounting.

1

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec./ Doris:Res p/tRec Spec Robert Fox

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 301

APPOINTS A CALL-IN RECREATION AIDE / YOUTH SPORTS TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Amelia Czelatka is hereby appointed to serve as a Call-In Recreation Aide/ Youth Sports effective April 16th,2008 to serve as needed on an at-will basis and to be paid at the rate of \$7.50 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to Amelia Czelatka the Recreation Department and the Office of Accounting.

1

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 302

**APPOINTS A CALL-IN RECREATION SPECIALIST (AEROBICS INSTRUCTOR)
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____

RESOLVED, that Cathleen Leggio is appointed to serve as a Call-In Recreation Specialist (Aerobics Instructor) Level 13, effective April 16, 2008, to serve as needed on an at will basis and to be paid at the rate of \$30.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Cathleen Leggio.

1

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

¹ Rec./Colleen.Rec.Specialist- Aerobics

4/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 303

**APPOINTS A CALL-IN SECURITY GUARD LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY

RESOLVED, that Alexander Troge is hereby appointed to serve as a Call-In Security Guard Level II effective April 17th, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$11.65 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Alexander Troge

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Doris/ Res Alexander Torge guard

4/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 304

**RATIFIES THE APPOINTMENT OF A PARK ATTENDANT II LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN BUCKLEY offered the following resolution,
which was seconded by COUNCILMAN WOOTEN

RESOLVED, that Alexander Troge is hereby appointed to serve as a Park Attendant II Level II effective April 9th, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$10.75 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Alexander Troge

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Doris/ Res Alexander Torge

April 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 306

APPOINTS A LEGISLATIVE SECRETARY TO THE TOWN SUPERVISOR'S OFFICE

COUNCILWOMAN BLASS offered the following resolution,
which was seconded by COUNCILMAN DUNLEAVY.

WHEREAS, a vacancy exists in the Town Supervisor's Office for a Legislative Secretary; and

WHEREAS, interviews were conducted and a recommendation has been received by the Town Supervisor.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Sarah Manarel to the position of Legislative Secretary effective April 21, 2008, at an annual salary of \$36, 373.62.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Sarah Manarel, the Town Supervisor, the Accounting Department and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

APRIL 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 306-A

**TERMS AND CONDITIONS OF EMPLOYMENT
FOR LEGISLATIVE SECRETARY**

COUNCILMAN BUCKLEY offered the following resolution,
which was seconded by COUNCILMAN DUNLEAVY.

BE IT RESOLVED, that the terms and conditions of employment of Sarah Manarel, Legislative Secretary to the Town Supervisor ("the employee") shall, effective April 21, 2008 be as follows:

TERM

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

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time. In addition, the employee will not be entitled to utilize any type of paid leave during the employee's first three months of employment with the Town.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) Three days of personal leave will be granted for 2008. Five (5) days of personal leave will be granted as of 1/1/2009 and every year after on January 1.

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

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

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary there from.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 49 hours of vacation during fiscal year 2008 and an additional 70 hours shall be granted every January 1.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 105 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. The buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 1.25 days per month, up to a total

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

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least twenty (20) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

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

2. Time of Hearings.

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

. Representation.

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

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

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

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. 4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept

the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

WAGES

The employee shall receive the following annual salary:

April 21, 2008-\$36, 373.62 (prorated)

The Vote

Wooten ~~Yes~~ No Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 307

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED ADVERTISEMENT FOR A MAINTENANCE MECHANIC II**

COUNCILMAN DUNLEAVY offered the following
resolution, which was seconded by COUNCILMAN BUCKLEY

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisement in the April 24, 2008 issue of The News Review.

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

The Vote

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual with a clean valid driver's licenses to serve in the position of Maintenance Mechanic II. Must have two years' experience in a trade. Applications are to be submitted to the Personnel Department, 552 East Main Street, Riverhead, NY. No applications will be accepted after 4:00 pm on May 2, 2008. EOE.

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 308

RATIFIES THE APPOINTMENT OF A JUSTICE COURT CLERK TO THE JUSTICE COURT

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS.

WHEREAS, a vacancy exists in the Justice Court for a Justice Court Clerk, and

WHEREAS, Suffolk County Department of Civil Service has certified a List of Eligibles, list #07DC438, for the title of Justice Court Clerk, and the list was canvassed, and

WHEREAS, the position was also duly posted for, posting #2, and all eligible applicants were interviewed, and

WHEREAS, pursuant to a completed background investigation, the Judges and the Personnel Officer has made a recommendation of a qualified candidate.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Jill Hecker to the position of Justice Court Clerk effective April 9, 2008, as found on Group 11 Step P of the Clerical and Supervisory Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Jill Hecker, the Justice Court, the Accounting Department and the Personnel Officer.

The Vote

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

April 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 309

APPOINTS STUDENT INTERN II TO THE TOWN ENGINEER'S OFFICE

COUNCILWOMAN BLASS offered the following
resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the need for a Student Intern exists in the Town Engineer's Office,
and

WHEREAS, a candidate has been identified and the recommendation of the
Town Engineer has been received.

NOW, THEREFORE, BE IT RESOLVED, that effective May 19, 2008 through
August 20, 2008 Ian Davison is hereby appointed to the position of Student Intern II at
the hourly rate of \$10.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized
to forward a copy of this resolution to Ian Thompson, the Town Engineer, the
Accounting Department, and the Personnel Officer.

The Vote

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

April 15, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF A RECREATION AIDE

RESOLUTION # 310

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY.

WHEREAS, the Town has received notification from Jay Mildner, a Part-Time Recreation Aide in the Recreation Department, indicating his intent to resign effective March 30, 2008.

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

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a copy of this Resolution to Jay Mildner, the Recreation Department, the Accounting Office, and the Personnel Officer.

The Vote

Wooten	Yes No	Buckley	Yes No
Dunleavy	Yes No	Blass	Yes No
Cardinale	Yes No		

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

April 15, 2008

Tabled

Town of Riverhead

RESOLUTION # 311

APPOINTS A SECRETARY TO THE ETHICS BOARD AND AUTHORIZES THE PAYMENT OF A STIPEND

COUNCILMAN BUCKLEY offered the following resolution,
which was seconded by COUNCILMAN WOOTEN.

WHEREAS, the Town Board appointed Joanne Fagan to the position of Account Clerk Typist on March 18, 2008 by Resolution #224, and

WHEREAS, the Ethics Board requires secretarial services,

NOW, THEREFORE, BE IT RESOLVED, that Resolution #224 is amended to grant Joanne Fagan a stipend of \$2,500.00 annually for secretarial services to the Ethics Board.

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

THE VOTE

Dunleavy Yes No

Buckley Yes No

Blass Yes No

Wooten Yes No

Cardinale Yes No

4/15/08

Town of Riverhead

Adopted

Resolution # 312

ESTABLISHES THE ACCESSORY APARTMENT REVIEW BOARD AND APPOINTS MEMBERS

COUNCILMAN WOOTEN offered the following resolution which was

seconded by COUNCILWOMAN BLASS

WHEREAS, the Town of Riverhead recognizes the need for affordable housing within the Town of Riverhead, in order to meet the housing needs of median income families residing within the Town; and

WHEREAS, the Town of Riverhead wishes to provide the opportunity for the development of small rental housing units designed to meet those housing needs; and

WHEREAS, on February 20, 2008, the Town Board of the Town of Riverhead adopted Resolution No. 157, amending Chapter VII of the Code of the Town of Riverhead, to allow accessory apartments within the Town of Riverhead and to provide for the creation of an Accessory Apartment Review Board to hear and decide applications for accessory apartments pursuant to Article VII of the Town Code and adopt such rules necessary to conduct its affairs; and

WHEREAS, said Resolution empowered the Town Board of the Town of Riverhead to appoint five members to the Accessory Apartment Review Board and provide for their compensation,

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby establishes the Accessory Apartment Review Board to serve at the pleasure of the Town Board, and appoints the following individuals, for the terms and conditions set forth below, to act as an advisory board to the Riverhead Town Board on matters concerning accessory apartments:

Member	Term	Annual Salary
Felicia A. Wilson	3 Years	\$4,000.00
Christine Curtis	3 Years	\$4,000.00
Charles Funda	2 Years	\$4,000.00
Linda Hulse	1 Year	\$4,000.00
John Hubbard	1 Year	\$4,000.00

and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Felicia A. Wilson, Christine Curtis, Charles Funda, Linda Hulse, John Hubbard, Riverhead Town Board, Planning Department, Building Department; Investigations Unit and the Office of the Town Attorney.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

4/15/08

Town of Riverhead

Adopted

Resolution # 313

AUTHORIZES PAYMENT OF A STIPEND TO ACCOUNT CLERK TYPIST

COUNCILWOMAN BLASS offered the following resolution which was
seconded by COUNCILMAN DUNLEAVY

WHEREAS, on February 20, 2008, the Town Board of the Town of Riverhead adopted Resolution No. 157, amending Chapter VII of the Code of the Town of Riverhead, to allow accessory apartments within the Town of Riverhead and to provide for the creation of an Accessory Apartment Review Board to hear and decide applications for accessory apartments pursuant to Article VII of the Town Code and adopt such rules necessary to conduct its affairs; and

WHEREAS, the Accessory Apartment Review Board requires a secretary to facilitate this Board in the review and/or approval procedure of applications for accessory apartments within the Town of Riverhead, designed to meet Riverhead's growing housing needs; and

WHEREAS, Billie Jo Jaeger, Account Clerk Typist, in the Building Department has offered to be the secretary to the Accessory Apartment Review Board, and

WHEREAS, it is appropriate to compensate Ms. Jaeger, for her work done outside of the Building Department for the Accessory Apartment Review Board,

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby grants Ms. Jaeger a annual stipend of \$3,500.00, for the aforementioned position, and be it further

RESOLVED that all duties performed in Ms. Jaeger's capacity as Secretary to the Accessory Apartment Review Board, including attendance at meetings and hearings, shall be in addition to and performed outside the hours required to perform her duties and responsibilities as an Account Clerk Typist in the Building Departments; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the members of the Accessory Apartment Review Board, the Building Department and the Office of Accounting.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 314

AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT WITH PETER BERGEN, ESQ. AND AUTHORIZES PETER BERGEN TO FILE A MOTION TO INTERVENE IN THE BROADWATER PERMITTING PROCESS ON BEHALF OF THE TOWN OF RIVERHEAD

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by COUNCILMAN BUCKLEY :

WHEREAS, the Town Board has resolved to oppose the location of the proposed Broadwater LNG facility in the Long Island Sound off of Wading River; and

WHEREAS, the Town has the ability to intervene in the permitting process for the facility to voice its objections; and

WHEREAS, Peter Bergen, Esq. is an attorney specializing in public utilities law and other regulatory legal matters.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute the attached retainer agreement letter with Peter Bergen, Esq.; and be it further

RESOLVED, that the town board authorizes Peter Bergen to file the documents necessary to intervene in the Broadwater LNG facility permitting process; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to G.S. Peter Bergen, Esq., 27 Pine Street, Port Washington, New York, 11050; the Office of Accounting and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**G. S. PETER BERGEN
ATTORNEY AT LAW
27 PINE STREET
PORT WASHINGTON, NY
11050**

February 7, 2008

Dawn Thomas, Esq.
Town Attorney
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: Broadwater project – updated retainer

Dear Ms. Thomas:

Based on our recent communications, I propose to continue providing consulting legal services to the Town of Riverhead to assist the Town achieve its objectives in relation to the Broadwater LNG project. My services will be provided in collaboration with your office, and with other parties (including Suffolk County and its counsel) having objectives consistent with the Town's regarding Broadwater.

My services on the Town's behalf will focus on opposing Broadwater Energy's pending applications to the Federal Energy Regulatory Commission (FERC) for authorizations under the Natural Gas Act (NGA), to the New York State Department of State (NY DOS) for consistency determinations under the Coastal Zone Management Act (CZMA), and to the New York State Office of General Services (NY OGS) for easements in underwater lands. It may also be in the Town's interest to oppose Broadwater's applications for other related regulatory approvals, or to support related litigation that may commence. We will discuss these options for the Town's consideration as they arise.

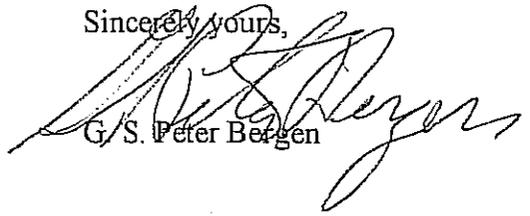
As you know, I am currently "of counsel" to the firm of Farrell Fritz, P.C. in their capacity as special counsel to the County of Suffolk in opposition to Broadwater. I intend to continue my of counsel relationship with Farrell Fritz. I am also counsel to the Town of Southold in connection with the Broadwater case. This agreement confirms that my work on Broadwater for Suffolk and Southold, in addition to Riverhead, is acceptable to the Town. My time charges for working on Broadwater, to the extent that they are incurred equally on behalf of Riverhead, Southold and Suffolk, will be divided equally among the three clients. Work on behalf of one client specifically will be billed to that client.

Effective January 1, 2008, my compensation will be based on the hours of work performed, at an hourly billing rate of \$ 225 per hour. As noted above, hours incurred on work behalf of Riverhead, Southold and Suffolk will be divided equally prior to being multiplied by the above hourly rate. My out-of-pocket expenses, such as travel and related disbursements will be billed additionally, at cost. I plan to submit itemized periodic statements (normally monthly) for my services and disbursements, and would appreciate payment within 45 days of receipt.

Either party may terminate this agreement on written notice to the other.

Consistent with past practice, I have prepared this retention letter for Supervisor Cardinale's signature. If you and the Supervisor find this letter acceptable, please have him sign both copies as indicated below, and return one copy to me at the above address. I appreciate the opportunity to work with you and the Town on this important matter, and look forward to achieving results that meet your expectations.

Sincerely yours,



G. S. Peter Bergen

Accepted and agreed to:

Phil Cardinale, Supervisor
Town of Riverhead

Dated: _____, 2008

<u>CASE NAME & TAX MAP NO.</u>	<u>TAX YEARS</u>	<u>ORIGINAL A/V</u>	<u>PROPOSED NEW A/V</u>
Mill Pond Commons 600-109-1-1 et al	2006/07	\$2,586,765	\$1,815,000
	2007/08	\$2,586,765	\$1,775,000
Roberts, Pearson and Aveneto 600-109-3-1	2004/05	\$ 369,500	\$ 304,500
	2005/06	\$ 369,500	\$ 249,500
	2006/07	\$ 369,500	\$ 229,500
	2007/08	\$ 369,500	\$ 219,500
Larand Co. LLC 600-85-3-75.12	2003/04	\$ 210,600	\$ 185,600
	2004/05	\$ 210,600	\$ 160,600
	2005/06	\$ 210,600	\$ 145,600
	2006/07	\$ 210,600	\$ 135,600
	2007/08	\$ 210,600	\$ 125,600
Riverhead Enterprises 600-129-3-35.3	2002/03	\$ 352,300	\$ 317,300
	2003/04	\$ 352,300	\$ 317,300
	2004/05	\$ 352,300	\$ 312,300
	2005/06	\$ 352,300	\$ 307,300
	2006/07	\$ 352,300	\$ 297,300
	2007/08	\$ 352,300	\$ 287,300
101 North Broadway Assoc. 600-118-3-8	2005/06	\$ 1,200,000	\$1,150,000
	2006/07	\$ 1,200,000	\$1,100,000
	2007/08	\$ 1,200,000	\$1,050,000

<u>CASE NAME & TAX MAP NO.</u>	<u>TAX YEARS</u>	<u>ORIGINAL A/V</u>	<u>PROPOSED NEW A/V</u>
Mill Pond Commons 600-109-1-1 et al	2006/07	\$2,586,765	\$1,815,000
	2007/08	\$2,586,765	\$1,775,000
Roberts, Pearson and Aveneto 600-109-3-1	2004/05	\$ 369,500	\$ 304,500
	2005/06	\$ 369,500	\$ 249,500
	2006/07	\$ 369,500	\$ 229,500
	2007/08	\$ 369,500	\$ 219,500
Larand Co. LLC 600-85-3-75.12	2003/04	\$ 210,600	\$ 185,600
	2004/05	\$ 210,600	\$ 160,600
	2005/06	\$ 210,600	\$ 145,600
	2006/07	\$ 210,600	\$ 135,600
	2007/08	\$ 210,600	\$ 125,600
Riverhead Enterprises 600-129-3-35.3	2002/03	\$ 352,300	\$ 317,300
	2003/04	\$ 352,300	\$ 317,300
	2004/05	\$ 352,300	\$ 312,300
	2005/06	\$ 352,300	\$ 307,300
	2006/07	\$ 352,300	\$ 297,300
	2007/08	\$ 352,300	\$ 287,300
101 North Broadweay Assoc. 600-118-3-8	2005/06	\$ 1,200,000	\$1,150,000
	2006/07	\$ 1,200,000	\$1,100,000
	2007/08	\$ 1,200,000	\$1,050,000

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 316

AMENDS RESOLUTION #254 OF 2008
(APPROVES APPLICATION OF EAST END OLDS CLUB
- CAR SHOW & SWAP MEET)

COUNCILMAN WOOTEN offered the following resolution, was seconded by
COUNCILWOMAN BLASS :

WHEREAS, by Resolution #254, adopted on March 18, 2008, the Town Board approved the application of the East End Olds Club to conduct a Car Show and Swap Meet to be held at the George Young Community Center located at South Jamesport Avenue, Jamesport, New York, between the hours of 8:00 a.m. and 5:00 p.m., on Saturday, August 9, 2008 having a rain date of Saturday, August 16, 2008; and

WHEREAS, East End Olds Club has advised that they wish to change the date of the Car Show and Swap Meet to Sunday, August 10, 2008, having a rain date of Sunday, August 17, 2008.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the aforementioned change the event date and the rain date of this event; and be it further

RESOLVED, that all other terms and conditions of Resolution #254 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the East End Olds Club, P.O. Box 2024, Riverhead, New York, 11901; the Riverhead Fire Marshal; Kenneth Testa, P.E.; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

April 15, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY
EDWARD CARRERA PROPERTY

RESOLUTION # 317

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by **COUNCILMAN DUNLEAVY** _____.

WHEREAS, Edward Carrera, deposited monies for expansion of the Riverhead Water District, Capital Project 60087, with the Town of Riverhead on March 1, 2006 & October 16, 2006 totaling Fifty Three Thousand Five Hundred Dollars (\$53,500.00).

WHEREAS, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Nine Thousand Six Hundred Seventy Two Dollars and Sixty One Cents (\$9,672.61).

WHEREAS, that the Town of Riverhead Administration fee should be released to General Town (\$1,428.25) and to the Riverhead Water District (\$1,071.75) in the total amount of Two Thousand Five Hundred Dollars (\$2,500.00).

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Nine Thousand Six Hundred Seventy Two Dollars and Sixty One Cents (\$9,672.61) to Edward Carrera; and One Thousand Four Hundred Twenty Eight Dollars and Twenty Five Cents (\$1,428.25) to General Town Administration Fee; and One Thousand Seventy One Dollars and Seventy Five Cents (1,071.75) to the Water District Administration Fee; and

BE IT FURTHER RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Edward Carrera, PO Box 396, Mt. Sinai, NY 11766; Robert Kozakiewicz, Attorney, 904 Ostrander Ave, Riverhead, NY 11901; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

April 15, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 318

**AUTHORIZES EXECUTION OF CONTRACT
WITH SEED CLAM ADMINISTRATOR**

COUNCILMAN DUNLEAVY

offered the following

resolution, which was seconded by **COUNCILMAN BUCKLEY**

WHEREAS, the TOWN, in connection with its Municipal Operations, requires services consisting of the following: Seed Clam Administrator – Year 2008

AND

WHEREAS, David Lessard, Contractor, is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services: Year 2008

NOW, THEREFORE, BE IT RESOLVED that David Lessard is appointed Administrator of the Town of Riverhead Seed Clam Program – Year 2008.

And be it further

RESOLVED that the Supervisor be and is hereby authorized to execute the attached Agreement in connection with the administration services of the aforementioned individual and be it further

RESOLVED that the Town Clerk be and is hereby authorized to forward a certified copy of this Resolution to David Lessard and the Office of Accounting.

THE VOTE

Buckley yes no Wooten yes no

Dunleavy yes no Blass yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

AGREEMENT

BETWEEN The TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "TOWN" and DAVID LESSARD, a partnership/corporation/limited liability partnership, with offices at P.O. Box 139, Jamesport, New York, Vendor Number 029027, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the TOWN, in connection with its municipal operations, requires services consisting of the following: Seed Clam Administrator – Year 2008; and

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

Description of Services: Administration of Seed Clam Program

Date(s) and Hour(s) of Services Year 2008

IT IS HEREBY AGREED by the TOWN and CONTRACTOR as follows:

1. That CONTRACTOR shall provide and fully perform, to the TOWN'S satisfaction, the aforementioned services to the TOWN on the date(s) and time(s) stated above.
2. In return for CONTRACTOR'S services, the TOWN shall pay CONTRACTOR as follows: The sum of Four Thousand (\$4,000.00) Dollars payable in half-payments of Two Thousand (\$2,000.00) Dollars each in April, 2008 and September, 2008.
3. Administration shall include the bidding process and oversight of facilities to provide seed. The TOWN is responsible for the cost of repair and materials of their rafts, which contain the clams.

DATED: Riverhead, New York
April ____, 2008

TOWN OF RIVERHEAD

BY: _____
PHILLIP CARDINALE
Town Supervisor

CONTRACTOR

BY: _____
DAVID LESSARD

4/15/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 319

AUTHORIZES THE SUPERVISOR TO ACQUIRE A DRAINAGE EASEMENT AND ABANDON AN EXISTING DRAINAGE EASEMENT IN THE VICINITY OF SOUTH RAILROAD AVENUE AND SOUTH JAMESPORT AVENUE IN THE HAMLET OF JAMESPORT

COUNCILMAN BUCKLEY

_____ , offered the following resolution, which was seconded

by COUNCILMAN WOOTEN .

WHEREAS, the Town of Riverhead is desirous of maintaining sufficient street drainage capability in the vicinity of the southwest corner of South Railroad Avenue and South Jamesport Avenue, Jamesport, for the purpose of flood control and the prevention of soil erosion; and

WHEREAS, Robert and Audrey Kessler have constructed a street drainage system in the vicinity of the southwest corner of South Railroad Avenue and South Jamesport Avenue, Jamesport, Tax Map Designation: 0600-091.00-01.00-001.000, sufficient to meet the street drainage requirements according to the Town Highway Department; and

WHEREAS, Robert and Audrey Kessler and/or Mary McGuire intend to convey a drainage easement to the Town of Riverhead regarding a newly-constructed street drainage system in the vicinity of the southwest corner of South Railroad Avenue and South Jamesport Avenue, Jamesport, for the purpose of permitting the Town of Riverhead access to said premises to lay and maintain storm sewers and drains or otherwise to repair said storm sewers and drains as there shall be occasion; and

WHEREAS, the Town of Riverhead possesses an existing drainage easement that traverses the subject Kessler/McGuire property, Tax Map Designation: 0600-091.00-01.00-001.000, recorded in the Suffolk County Clerk's Office on or about March 3, 1961, in Liber 4960, page number 426, which is now rendered unnecessary and obsolete in relation to the aforementioned newly-constructed drainage system;

WHEREAS, Robert and Audrey Kessler are willing to convey the sum of \$7,500.00 to the Town of Riverhead as consideration regarding abandonment of the existing drainage easement traversing the aforementioned Kessler/McGuire property.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to acquire a drainage easement in the vicinity of the southwest corner of South Railroad Avenue and South Jamesport Avenue, Jamesport, Tax Map Designation: 0600-091.00-01.00-001.000.

NOW BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to abandon an existing drainage easement traversing the Kessler property, Tax Map Designation: 0600-091.00-01.00-001.000, recorded in the Suffolk County Clerk's Office on or about March 3, 1961, in Liber 4960, page number 426.

NOW BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to accept on behalf of the Town of Riverhead conveyance of a sum in the amount of \$7,500.00 from Robert and Audrey Kessler as consideration regarding abandonment of the existing drainage easement traversing the Kessler/McGuire property, Tax Map Designation: 0600-091.00-01.00-001.000, recorded in the Suffolk County Clerk's Office on or about March 3, 1961, Liber 4960, page number 426.

NOW BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to: the Office of the Supervisor; Town of Riverhead Highway Department; Office of the Town Attorney; Accounting Department; Abigail A. Wickham, Esq., 13015 Main Road, PO Box 1424, Mattituck, New York 11952 and Paul R. Feuer, Esq., 124 Medford Avenue, Patchogue, New York 11772.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

The Resolution Was Was Not
Thereupon Duly Declared Adopted

ABANDONMENT AND RELOCATION OF DRAINAGE EASEMENT

THIS INDENTURE, made this day of March, 2008, between , The TOWN OF RIVERHEAD, with offices at 210 Howell Avenue, Riverhead, Suffolk County, New York 11901, a municipal corporation of the State of New York, hereinafter the TOWN, and MARY McGUIRE, residing at 317 South Jamesport Avenue, Jamesport, Suffolk County, New York 11947, hereinafter McGUIRE,

WITNESSETH:

The TOWN holds a Drainage Easement over the property owned by McGUIRE at 317 South Jamesport Avenue, Jamesport, NY (the Property), which was granted by Indenture dated March 3, 1961, and recorded in the Suffolk County Clerk's Office in Liber 4960 at page 426; and

The TOWN has agreed to abandon said drainage easement and relocate same on the property of McGUIRE in the location described herein;

THEREFORE, in consideration of the mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The TOWN does hereby abandon, release, convey and quitclaim unto McGUIRE, her heirs, successors and assigns, the drainage easement heretofore granted over the premises more fully described in the Indenture in Liber 4960 page 426.

2. McGUIRE, for herself, her heirs, successors and assigns, does hereby grant, convey and quitclaim unto the TOWN, its successors and assigns forever, a drainage easement on the property of McGUIRE bounded and described as follows:

Description of property situate at Jamesport, Township of Riverhead, County of Suffolk, State of New York, known as 317 South Jamesport Avenue, Tax Map Designation: District 0600; Section 091.00; Block 01.00 and Lot 001.000, being a portion of land to be

dedicated to the Town of Riverhead, as a Drainage Easement, said land being further bounded and described as follow:

Beginning at a point of intersection, of the southerly side of South Railroad Avenue, and the westerly side of South Jamesport Avenue.

Running thence by the said westerly side of South Jamesport Avenue, S. 01 degrees, 07'00" E. 25.00 feet to a point.

Running thence S. 78 degrees, 53' 00" W. 117.50 feet to a point.

Running thence N. 11 degrees, 07' 00 W. 22.00 feet to a point on the said southerly side of South Railroad Avenue.

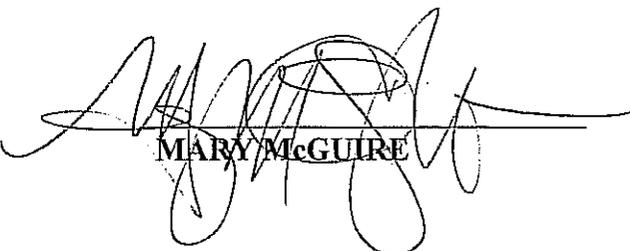
Running thence by the said southerly side of South Railroad Avenue by curve to the left having a radius of 1978.43 feet, and a length of 121.89 feet to the point and place of beginning.

Said drainage easement granted herein includes the right of the TOWN, its employees, agents, successors and assigns to pass and re-pass on said premises to lay and maintain storm sewers and drains or otherwise to repair said storm sewers and drains as there shall be occasion, subject to the obligation of the TOWN to restore the premises to substantially the same condition as prior to entry.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first set forth above.

TOWN OF RIVERHEAD

By _____


MARY McGUIRE

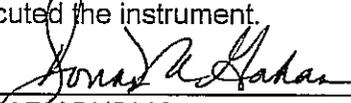
STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On March , 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP CARDINALE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On March 10th, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared MARY McGUIRE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

DONNA McGAHAN
Notary Public, State of New York
No. 01MC4851459
Qualified in Suffolk County
Commission Expires Aug. 18, ~~2008~~ 2010

Re/drainease&aband

Adopted

4/15/08

RESOLUTION # 320

ORDER CALLING PUBLIC HEARING
EXTENSION OF THE RIVERHEAD PARKING DISTRICT

Adopted _____

COUNCILMAN WOOTEN offered the following resolution
which was seconded by COUNCILWOMAN BLASS.

WHEREAS, a petition has been submitted by Atlantis Marine World to the Riverhead Town Board, as governing body of the Riverhead Parking District, for an extension of the District to include parcels of real property designated by SCTM 0600-129-4-2, 0600-129-4-21.002, and 0600-129-3-31, and

WHEREAS, Atlantis Marine World has amended the petition to include a fourth parcel designated as SCTM 0600-129-4-017, and

WHEREAS, a map and plan have been prepared at the sole expense of the applicant by Eschbacher VHB which is on file with the Riverhead Town Clerk and is available for public inspection, and

WHEREAS, pursuant to Town Law Section 206-a, the Town Board intends to determine that all expenses of the District, including all extensions heretofore or hereafter established, shall be a charge against the entire area of the District as extended on an ad valorem basis, and

WHEREAS, Atlantis Marine World proposes to construct at its own cost, expense, and effort, parking facilities upon the lot known as SCTM 0600-129-3-31 and covenant that no use other than parking shall be allowed on such lot until certain conditions occur; therefore, there will be no expense to the District resulting from the approval of this proposed extension,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Parking District, shall hold a public hearing on May 6, 2008, at 2:40 pm. At the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all

interested person wishing to be heard on the matter of the petition of the Atlantis Marine World for an extension of the Parking District to include SCTM 0600-129-4-2, 0600-129-21.002, 0600-129-3-31, and 0600-129-4-017 and to determine whether all the property and property owners within the District and the extension are benefited thereby and whether all the property and property owners benefited are included within the limits of the proposed extension and whether the proposed extension is in the public interest, and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post this resolution, in its entirety, in the April 24, 2008, edition of The News Review, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to the Assessors Office, Frank Isler, Esq., Eric Russo, Esq., the Planning Board, Richard Hanley, Engineering Department, and Town Attorney.

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD PARKING DISTRICT

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 321

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
FOR PUBLIC INFORMATION AND COMMENT HEARING REGARDING
IGHL'S PLAN TO ESTABLISH AN INDIVIDUALIZED RESIDENTIAL
ALTERNATIVE AT 54 PALANE EAST, BAITING HOLLOW, NEW YORK**

COUNCILWOMAN RIASS offered the following resolution, was seconded
by

COUNCILMAN DUNLEAVY :

WHEREAS, pursuant to Mental Hygiene Law §41-34(C), the sponsoring agency, Independent Group Home Living Program, Inc. ("IGHL") notified the Town, via notice to the Supervisor, of its intention to purchase, renovate and operate an Individualized Residential Alternative at 54 Palane East, Baiting Hollow, New York 11933; and

WHEREAS, IGHL informed the Town of Riverhead that the proposed residence would serve six persons who are mentally retarded/developmentally disabled; and

WHEREAS, IGHL informed the Town of Riverhead that the program designed for the proposed residence will include weekday social and vocational programs outside the house, and evening and weekend recreational activities and self-help groups; and

WHEREAS, IGHL informed the Town of Riverhead that IGHL will provide supervision by trained staff to ensure that health, social, nutritional and psychological needs are evaluated and achieved; and

WHEREAS, the Town of Riverhead would like to provide a forum for the public to voice questions, comments or concerns; and

WHEREAS, the Town would like IGHL and/or its representatives to provide information regarding its plan to purchase, renovate and operate an Individual Residential Alternative at 54 Palane East, Baiting Hollow, New York,

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 17, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the Public Notice for a Public Information and Comment Hearing regarding IGHL's plan to establish an Individualized Residential Alternative at 54 Palane East, Baiting Hollow, New York 11933, to be posted on the sign board of the Town, and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to IGHL, Senior Director of Programs Tom Trackoval, Fax No. (631) 874-4967, E-Mail Address trackoval@IGHL.org, 221 N. Sunrise Service Road, Manorville, New York 11949, the members of the Riverhead Town Board, the Riverhead Planning Department; the Riverhead Building Department, Investigations Unit and the Office of the Town Attorney.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public information and comment hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 22nd day of April, 2008 at 7:00 o'clock p.m. to consider IGHL's plan to establish an Individualized Residential Alternative at 54 Palane East, Baiting Hollow, New York 11933.

Dated: Riverhead, New York
April 15, 2008

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

BARBARA GRATTAN, Town Clerk

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 322

AWARDS BID FOR PAINT

offered the following resolution, COUNCILMAN DUNLEAVY

which was seconded by COUNCILMAN BUCKLEY

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

WHEREAS, 2 bids were received and opened at 11:30 am on March 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for PAINT for the Town of Riverhead be and hereby is, awarded to WILLIS PAINT for prices on the attached sheets;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to FOURMEN CORP. dba /WILLIS PAINT and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

ALL ITEMS ARE "OR EQUAL"

BID SPECIFICATIONS FOR PAINT

PLEASE READ CAREFULLY

ITEM	DESCRIPTION	PRICE
	PAINT PRODUCTS	
1	ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103	23.50
2	OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110	17.50
3	EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096	25.25
4	ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS=BM 110	17.5
5	ROYAL ONE COAT CEILING WHITE-BM 258	14.50
6	ROYAL ONE COAT INTERIOR LATEX – ASST. COLORS- BM 215	18.00
7	ROYAL LATEX SEMI-GLOSS – ASST. COLORS- BM 333	21.40
8	ROYAL ALKYD SEMI-GLOSS – ASST. COLORS- BM-207	20.75
9	INTERIOR VINYL LATEX – FLAT- BM 275	12.30
10	INTERIOR VINLY LATEX – GLOSS- BM 276	15.30
11	EXTERIOR VINYL LATEX – FLAT- BM-171	13.95
12	EXTERIOR VINYL LATEX – SEMI-GLOSS- BM -170	20.00
13	EXTERIOR VINYL LATEX – GLOSS- BM M 28	23.50
14	MASONRY ENAMEL – GLOSS- BM M22	17.50
15	PORCH & DECK ENAMEL- BM 112	17.50
16	EXTERIOR WOOD STAIN OLYMPIC	20.50
17	WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR	16.00
18	FIELD MARKING PAINT, LLATEX (5 GAL. CONTAINER)	29.50
19	AUTOMOTIVE PAINT (OMAHA ORANGE)	
	RUSTOLEUM PRODUCTS	
20	SPRAY – ASST. COLORS (SPECIFY OZ./ CAN 11.5) 5 STAR	1.60
21	RUSTY METAL PRIMER RUST X	26.00
22	NEW METAL PRIMER	26.00
23	RUSTOLEUM – ASST. COLORS	26.00
	WOOD PRESERVATIVE PRODUCTS	
24	C-W-F CLEAR	17.25
25	THOMPSON'S WATER SEAL – CLEAR	16.00
26	WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE	11.25
27	THOMPSON WATER SEAL – SOLID COLORS	

28	THOMPSON WATER SEAL – SEMI-GLOSS	
29	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES	
30	MINWAX INTERIOR GLOSS POLYURETHANE	27.00
31	MINWAX INTERIOR SATIN POLYURETHANE	27.00
32	MINWAX EXTERIOR GLOSS POLYURETHANE	10.00/QT
33	MINWAX EXTERIOR SATIN POLYURETHANE	10.00/QT
34	VARATHANE GLOSS WATER BASE	35.00
35	VARATHANE SATIN WATER BASE	35.00
36	VARATHANE GLOSS OIL BASE	27.70
37	VARATHANE SATIN OIL BASE	27.70
38	PITTSBURGH SPEEDHIDE EGGSHELL 5 GALLON CANS(OR EQUAL)	64.50
	PITTSBURGH SPEEDHIDE EGGSHELL 1 GALLON CANS (OR EQUAL)	13.00
39	PITTSBURGH SPEEDHIDE SEMI GLOSS 5 GALLON CANS (OR EQUAL)	67.00
	PITTSBURGH SPEEDHIDE SEMI GLOSS 1 GALLON CAN (OR EQUAL)	13.50

April 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 323

AWARDS BID FOR JANITORIAL SUPPLIES

COUNCILMAN BUCKLEY

offered the following resolution, _____

COUNCILMAN WOOTEN

which was seconded by _____

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

WHEREAS, 4 bids were received and opened at 11:20 am on March 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for JANITORIAL SUPPLIES for the Town of Riverhead be and hereby is, awarded to CENTER MORICHES PAPER, EMERALD ISLAND SUPPLY and ESSENTIAL MAINTENANCE for prices on the attached sheets;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a copy of this resolution to the CENTER MORICHES PAPER, EMERALD ISLAND SUPPLY AND ESSENTIAL MAINTENANCE and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy

Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

ITEM#	QUANTITY	DESCRIPTION	PRICE			
1	ROLL	ALUMINUM FOIL ROLL 18" X 500 .001	29.59			
2	250/CASE	ALUMINUM PANS/LIDS EKCO-7139TP COMBO	52.72			
3	18GTS/CASE	AMMONIA CLEAR	8.90			
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46				
5	250/CASE	BAGS,GARBAGE,DG403,33X40 16 MICRON NON-COMPOST ABLE	18.46			
6	1000/BUNDL	BAGS,KRAFT GROCERY #6	39.60			
7	500/CASE	BAGS, PLASTIC 10x8x24 1.4 mil				
8	6000/CASE	BAGS,WAXED SANDWICH				
9	6GAL/CASE	BLEACH	9.34			
10	EACH	BOTTLES, SQUIRT/SPRAY(32OZ)				
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC				
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC				
13	EACH	BROOM,CORN,EBONY HAMBERG #7	8.42			
14	EACH	BROOM-NO HANDLE,MED. EMPIRE 60-7167 18"	9.88			
15	EACH	BRUSHES, TOILET BOWL				
16	250/CASE	CARDBOARD LUNCH BOXES	32.05			
17	12/CASE	CHOICE 12 HAND SOAP	30.92			
18	24/CASE	CLEANER,COMET 21OZ POWDER	32.87			
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL				
20	1000/CASE	CONTAINERS,DART #416 4OZ SQUAT FOAM	19.16			
21	2400/CASE	CUPS,COLD 3 OZ.	69.86			
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM	14.86			
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM	18.62			
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC	38.13			
25	12/CASE	DEODORANT W/WIRE 4OZ	10.34			
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB	58.89			
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE	45.82			
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL	n/c			
29	EACH	DISPENSER,GA/PAC S4 VUALL TOILET TISSUE	n/c			
30	EACH	DISPENSER,LURON,US BORAX 321	n/c			
31		DRACKETT PROLONG-CARPET CLEAN/SPOT REMOVER 20 OZ.	30.73			
32	12/CASE	DUST MOP REFILL,WLEN 436-1 36X5				
33	12/CASE	FANTASTIK 32OZ TRIGGER	39.58			
ITEM#	QUANTITY	DESCRIPTION				

34	1000/CASE	FORKS,HD PLASTIC		20.91				
35	DOZEN PAIR	GLOVES,BOSS 4020 BROWN JERSEY		5.83				
36	DOZEN PAIR	GLOVES,BOSS 4057 LEATHER PALM W/GAUNTLET						
37	DOZEN PAIR	GLOVES,BOSS RED LINED		22.46				
38	DOZEN PAIR	GLOVES, EDMONT 37-155		n/a				
39	12DZ/CASE	GLOVES,BALCO #2020L LARGE		6.40				
40	1000/CASE	GLOVES,POLY FOOD HANDLER DISPOS.MED.						
41	200/CASE	HANDI-WIPES (162/CASE)		21.20				
42	150/CASE	HIMOLENE 386022ST 38X60 TRLAM SILVER HD		31.73				
43	1000/CASE	KNIVES,HD PLASTIC		20.91				
44	500/CASE	LIDS,EKO 1739		28.66				
45	1000/CASE	LIDS,THERMA-TRAY JHL6 PLASTIC(VENT)		10.82				
46	1000/CASE	LIDS,THERMA-TRAY JHL8 PLASTIC		11.07				
47	500/CASE	LINERS,DG373 30X37 BIODEGRADABLE						
48	100/CASE	LINERS,DG48 40X46 BIODEGRADABLE						
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY		16.16				
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY		27.43				
51	4GAL/CASE	LIGUID,EAST END POT & PAN		38.74				
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT						
53	EACH	MOP HANDLE 641, SCREW TYPE, WHITE MFG #94		12.15				
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ		3.88				
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN		54.04				
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ						
57	EACH	MOPS, CORNER YACHT						
58	6000/CASE	NAPKINS,LUNCH,GA/PAC 13140 1 PLY 13X13		28.97				
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)		69.95				
60	CASE	PADS, BRILLO						
61	CASE	PADS, STEEL WOOL		8.32				
62	CASE	PADS,3M 20" BLACK STRIPPING						
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)						
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED						
65	5/CASE	PADS,NYLON BUFFING-17"3M						
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK						

ITEM#	QUANTITY	DESCRIPTION					
67	1000/CASE	PLACEMATs,BROOKLYN LACE #601PM LINER		14.61			
68	1000/CASE	PLATES,ABC-129-9"WHITE CLAY COATED SPIRAL		23.69			
69	500/CASE	PLATES,COMPARTMENT					
70	500/CASE	PLATES,NYMAN #9644 KD PLASTIC		40.37			
71	1000/CASE	PLATES,NYMAN 6644 6" HD PLASTIC		41.20			
72	12/CASE	POLISH,STAINLESS STEEL EPIC SWELL OR EQUAL		51.48			
73	250/CASE	SANITARY NAPKINS,MAXITHINS		37.44			
74	4/CS	SOAP, DILAC POWDER GAL		125.58			
75	15/CASE	SOAP,JOY DISH(GUART)		33.25			
76	2LTRS/CASE	SOAP,LURON HAND & BODY LOTION-US BORAX		43.22			
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.					
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRTMT.					
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER					
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH		27.22			
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)		33.76			
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DRAIN/SEWER CLEANER(GT)					
83	55GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER		349.47			
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTL		38.47			
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT.CLN.R.(GT)					
86	4GAL/CASE	INDUSTRIAL STRENGTH DMG DAMP MOP NEUT.DISINF.CLEANER		35.88			
87	12GTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER		28.33			
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER					
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION		61.97			
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RUNSE-FREE		50.53			
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL					
92	12/CASE	INDUSTRIAL STRENGTH FURN.POLISH 200Z CITRO SHIELD AERO.					
93	12GTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER		25.92			
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS		26.80			
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER					
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER		34.52			
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(GT)		25.03			
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER					
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT		74.92			
ITEM#	QUANTITY	DESCRIPTION					

99	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESPRAY/SPOTTER(GT)	28.08				
100	12/CASE	INDUSTRIAL STRENGTH STEREPHENE AER.SPRAY DISINFECTANT	47.25				
101	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)					
102	12/CASE	INDUSTRIAL STRENGTH WAX STRIP.-20OZ AERO.BASEBOARD					
103	1000/CASE	SPOONS,HD	20.91				
104	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)	n/a				
105	ROLL	TABLECLOTHS, RED (40 X 100)	9.89*				
106	ROLL	TABLECLOTHS, WHITE (40 X 300)	10.98				
107	48/CASE	TISSUE,FACIAL,KLEENEX 140 #21600	54.18				
108	48/CASE	TISSUE,TOILET,GA/PAC 6520 DISPENSER #2520 36/CS.	65.23				
109	96/CASE	TISSUE,TOILET,SAVOY SCA 6120/2PLY(500/ROLL)	48.55				
110	12/CASE	TOWELS,DISPENSER GA/PAC 2839 WHITE	76.89				
111	30/CASE	TOWELS,GEORGIA PACIFIC HM920 HOUSEHOLD	26.76				
112	4000/CASE	TOWELS,PAPER,AMERICAN TISSUE #1849 9.5X9.5	19.87				
113	CASE	TOWELS,SCOTT #3405 PREM. JUMBO WT 85/ROLL	49.93				
114	1008/CASE	TOWELS,SCOTT-570 WYP-ALL 12X15 WHITE	68.62				
115	CASE	TOWELS,SCOTT#SCT-5940 CLOTH (40/CASE)	59.90				
116	CASE	TOWELS,SCOTT #SCT-1051 PROTECT WT EXTEND	44.59				
117	EACH	TRASH CAN,CONTINENTAL #3244P DOLLY/BRUTE(BLK)	34.86				
118	EACH	TRASH CAN,CONTINENTAL #5500-55GAL BRUTE[GRAY]	52.37				
119	DOZEN	URINAL SCREEN W/BLOCK,PLASTIC	15.97				
120	250/CASE	UTENSIL,PLASTIC,WRAPPED,COMBO	25.98				
121	12/CASE	WINDEX AEROSOL 20OZ	45.66				
122	4/CASE	WINDEX(GAL)	46.06				
123	ROLL	WRAP,BORDEN SEAL 181, X 2000'	17.37				
124	EACH	WRINGER,CONTINENTAL #SW4	68.90				

ITEM#	QUANTITY	DESCRIPTION	essential			
1	ROLL	ALUMINUM FOIL ROLL 18" X 500 .001				
2	250/CASE	ALUMINUM PANS/LIDS EKCO-7139TP COMBO				
3	18GTS/CASE	AMMONIA, CLEAR				
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46				
5	250/CASE	BAGS,GARBAGE, DG403,33X40 16 MICRON NON-COMPOST ABLE				
6	1000/BUNDL	BAGS,KRAFT GROCERY #6				
7	500/CASE	BAGS, PLASTIC 10x8x24 1.4 mil	34.00			
8	6000/CASE	BAGS,WAXED SANDWICH	34.00			
9	6GAL/CASE	BLEACH				
10	EACH	BOTTLES, SQUIRT/SPRAY(32OZ)	1.19			
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC				
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC				
13	EACH	BROOM,CORN,EBONY HAMBERG #7				
14	EACH	BROOM-NO HANDLE,MED. EMPIRE 60-7167 18"				
15	EACH	BRUSHES, TOILET BOWL				
16	250/CASE	CARDBOARD LUNCH BOXES				
17	12/CASE	CHOICE 12 HAND SOAP				
18	24/CASE	CLEANER,COMET 21OZ POWDER				
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL	40.40			
20	1000/CASE	CONTAINERS,DART #416 4OZ SQUAT FOAM				
21	2400/CASE	CUPS,COLD 3 OZ.				
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM				
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM				
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC				
25	12/CASE	DEODORANT W/WIRE 4OZ				
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB				
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE				
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL				
29	EACH	DISPENSER,GA/PAC S4 VUALL TOILET TISSUE				
30	EACH	DISPENSER,LURON,US BORAX 321				
31		DRACKETT PROLONG-CARPET CLEAN/SPOT REMOVER 20 OZ.				
32	12/CASE	DUST MOP REFILL,WLEN 436-1 36X5				
33	12/CASE	FANTASTIK 32OZ TRIGGER				
ITEM#	QUANTITY	DESCRIPTION				

ESSENTIAL MAINTENANCE

JANITORIAL SUPPLIES BID 2005-6

VENDOR # _____

34	1000/CASE	FORKS,HD PLASTIC					
35	DOZEN PAIRS	GLOVES,BOSS 4020 BROWN JERSEY					
36	DOZEN PAIRS	GLOVES,BOSS 4057 LEATHER PALM W/GAUNTLET	12.60				
37	DOZEN PAIRS	GLOVES,BOSS RED LINED					
38	DOZEN PAIRS	GLOVES, EDMONT 37-155					
39	12DZ/CASE	GLOVES,BALCO #2020L LARGE					
40	1000/CASE	GLOVES,POLY FOOD HANDLER DISPOS.MED.					
41	200/CASE	HANDI-WIPES (162/CASE)					
42	150/CASE	HIMOLENE 386022ST 38X60 TRIAM SILVER HD					
43	1000/CASE	KNIVES,HD PLASTIC					
44	500/CASE	LDS,EKO 1739					
45	1000/CASE	LDS.THERMA-TRAY JHL6 PLASTIC(VENT)					
46	1000/CASE	LDS.THERMA-TRAY JHL8 PLASTIC					
47	500/CASE	LINERS,DG373 30X37 BIODEGRADABLE					
48	100/CASE	LINERS,DG48 40X46 BIODEGRADABLE					
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY					
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY					
51	4GAL/CASE	LIQUID,EAST END POT & PAN					
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT	48.40				
53	EACH	MOP HANDLE 641, SCREW TYPE, WHITE MFG #94					
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ					
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN					
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ					
57	EACH	MOPS, CORNER YACHT					
58	6000/CASE	NAPKINS,LUNCH,GA/PAC 13140 1 PLY 13X13					
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)					
60	CASE	PADS, BRILLO	26.15				
61	CASE	PADS, STEEL WOOL					
62	CASE	PADS,3M 20" BLACK STRIPPING	13.10				
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)	26.15				
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED	11.96				
65	5/CASE	PADS,NYLON BUFFING-17"3M	10.47				
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK	10.47				

ITEM#	QUANTITY	DESCRIPTION				
67	1000/CASE	PLACEMATs, BROOKLYN LACE #601PM LINER				
68	1000/CASE	PLATES, ABC-129-9" WHITE CLAY COATED SPIRAL				
69	500/CASE	PLATES, COMPARTMENT				
70	500/CASE	PLATES, NYMAN #9644 KD PLASTIC				
71	1000/CASE	PLATES, NYMAN 6644 6" HD PLASTIC				
72	12/CASE	POLISH, STAINLESS STEEL EPIC SWELL OR EQUAL				
73	250/CASE	SANITARY NAPKINS, MAXITHINS				
74	4/CS	SOAP, DILAC POWDER GAL				
75	15/CASE	SOAP, JOY DISH (QUART)				
76	2LTRS/CASE	SOAP, LURON HAND & BODY LOTION-US BORAX				
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.		30.00		
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRIMT.		36.20		
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER		24.12		
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH				
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)				
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DRAIN/SEWER CLEANER(QT)		31.44		
83	55GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER				
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTL				
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT. CLNR. (QT)		23.64		
86	4GAL/CASE	INDUSTRIAL STRENGTH DMG DAMP MOP NEUT. DISINF. CLEANER				
87	12QTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER				
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER				
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION				
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RUNSE-FREE				
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL		32.29		
92	12/CASE	INDUSTRIAL STRENGTH PURN. POLISH 200Z CITRO SHIELD AERO.		26.76		
93	12QTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER				
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS				
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER				
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER				
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(QT)		23.88		
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER		21.40		
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT				
ITEM#	QUANTITY	DESCRIPTION				

ESSENTIAL MAINTENANCE

JANITORIAL SUPPLIES BID 2005-6

VENDOR # _____

99	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESPRAY/SPOTTER(QT)					
100	12/CASE	INDUSTRIAL STRENGTH STEREPHENE AER.SPRAY DISINFECTANT					
101	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)	48.40				
102	12/CASE	INDUSTRIAL STRENGTH WAX STRIP-.200Z AERO.BASEBOARD					
103	1000/CASE	SPOONS,HD					
104	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)					
105	ROLL	TABLECLOTHS, RED (40 X 100)					
106	ROLL	TABLECLOTHS, WHITE (40 X 300)					
107	48/CASE	TISSUE,FACIAL,KLEENEX 140 #21600					
108	48/CASE	TISSUE,TOILET,GA/PAC 6520 DISPENSER #2520 36/CS.					
109	96/CASE	TISSUE,TOILET,SAVOY SCA 6120/2PLY(500/ROLL)					
110	12/CASE	TOWELS,DISPENSER,GA/PAC 2839 WHITE					
111	30/CASE	TOWELS,GEORGIA PACIFIC HM920 HOUSEHOLD					
112	4000/CASE	TOWELS,PAPER,AMERICAN TISSUE #1849 9.5X9.5					
113	CASE	TOWELS,SCOTT #3405 PREM. JUMBO WT 85/ROLL					
114	1008/CASE	TOWELS,SCOTT-570 WYP-ALL 12X15 WHITE					
115	CASE	TOWELS,SCOTT#SCT-5940 CLOTH (40/CASE)					
116	CASE	TOWELS,SCOTT #SCT-1051 PROTECT WT EXTEND					
117	EACH	TRASH CAN,CONTINENTAL #3244P DOLLY/BRUTE(BLK)					
118	EACH	TRASH CAN,CONTINENTAL #5500-55GAL BRUTE(GRAY)					
119	DOZEN	URINAL SCREEN W/BLOCK,PLASTIC					
120	250/CASE	UTENSIL,PLASTIC,WRAPPED,COMBO					
121	12/CASE	WINDEX AEROSOL 200Z					
122	4/CASE	WINDEX(GAL)					
123	ROLL	WRAP,BORDEN SEAL 181, X 2000'					
124	EACH	WRINGER,CONTINENTAL #SW4					

ITEM #	QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	ROLL	ALUMINUM FOIL ROLL 18" X 500 .001			
2	250/CASE	ALUMINUM PANS/LIDS EKCO-7139TP COMBO			
3	18GTS/CASE	AMMONIA, CLEAR			
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46		34.90	
5	250/CASE	BAGS,GARBAGE,DG403,33X40 16 MICRON NON-COMPOST ABLE			
6	1000/BUNDL	BAGS,KRAFT GROCERY #6			
7	500/CASE	BAGS, PLASTIC 10x8x24 1.4 mil			
8	6000/CASE	BAGS,WAXED SANDWICH			
9	6GAL/CASE	BLEACH			
10	EACH	BOTTLES, SQUIRT/SPRAY(32OZ)			
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC		39.10	
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC		34.00	
13	EACH	BROOM,CORN,EBONY HAMBERG #7			
14	EACH	BROOM-NO HANDLE,MED. EMPIRE 60-7167 18"			
15	EACH	BRUSHES, TOILET BOWL		1.99	
16	250/CASE	CARDBOARD LUNCH BOXES			
17	12/CASE	CHOICE 12 HAND SOAP			
18	24/CASE	CLEANER,COMET 21OZ POWDER			
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL			
20	1000/CASE	CONTAINERS,DART #416 4OZ SQUAT FOAM			
21	2400/CASE	CUPS,COLD 3 OZ.			
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM			
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM			
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC			
25	12/CASE	DEODORANT W/WIRE 4OZ			
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB			
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE			
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL			
29	EACH	DISPENSER,GA/PAC S4 VUALL TOWEL TISSUE			
30	EACH	DISPENSER,LURON,US BORAX 321			
31		DRACKETT PROLONG-CARPET CLEAN/SPOT REMOVER 20 OZ.			
32	12/CASE	DUST MOP REFILL,WILEN 436-1 36X5		89.00	
33	12/CASE	FANTASTIK 32OZ TRIGGER			
ITEM #	QUANTITY	DESCRIPTION			

34	1000/CASE	FORKS,HD PLASTIC						
35	DOZEN PAIRS	GLOVES,BOSS 4020 BROWN JERSEY						
36	DOZEN PAIRS	GLOVES,BOSS 4057 LEATHER PALM W/GAUNTLET						
37	DOZEN PAIRS	GLOVES,BOSS RED LINED						
38	DOZEN PAIRS	GLOVES, EDMONT 37-155						
39	12DZ/CASE	GLOVES,BALCO #2020L LARGE						
40	1000/CASE	GLOVES,POLY FOOD HANDLER DISPOS.MED.				7.80		
41	200/CASE	HANDI-WIPES (162/CASE)						
42	150/CASE	HIMOLENE 386022ST 38X60 TRILAM SILVER HD						
43	1000/CASE	KNIVES,HD PLASTIC						
44	500/CASE	LIDS,EKO 1739						
45	1000/CASE	LIDS,THERMA-TRAY JHL6 PLASTIC(VENT)						
46	1000/CASE	LIDS,THERMA-TRAY JHL8 PLASTIC						
47	500/CASE	LINERS,DG373 30X37 BIODEGRADABLE				34.10		
48	100/CASE	LINERS,DG48 40X46 BIODEGRADABLE				29.80		
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY						
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY						
51	4GAL/CASE	LIQUID,EAST END POT & PAN						
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT						
53	EACH	MOP HANDLE 641, SCREW TYPE,WHITE MFG #94						
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ						
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN						
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ				54.85		
57	EACH	MOPS,CORNER YACHT						
58	6000/CASE	NAPKINS,LUNCH,GAL/PAC 13140 1 PLY 13X13				6.90		
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)						
60	CASE	PADS, BRILLO						
61	CASE	PADS, STEEL WOOL						
62	CASE	PADS,3M 20" BLACK STRIPPING						
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)						
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED						
65	5/CASE	PADS,NYLON BUFFING-17"3M						
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK						

ITEM#	QUANTITY	DESCRIPTION				
67	1000/CASE	PLACEMAT, BROOKLYN LACE #601PM LINER				
68	1000/CASE	PLATES, ABC-129-9" WHITE CLAY COATED SPIRAL				
69	500/CASE	PLATES, COMPARTMENT			49.90	
70	500/CASE	PLATES, NYMAN #9644 KD PLASTIC				
71	1000/CASE	PLATES, NYMAN 6644 6" HD PLASTIC				
72	12/CASE	POLISH, STAINLESS STEEL EPIC SWELL OR EQUAL				
73	250/CASE	SANITARY NAPKINS, MAXITHINS				
74	4/CS	SOAP, DILAC POWDER GAL			47.90	
75	15/CASE	SOAP, JOY DISH (QUART)				
76	2LTRS/CASE	SOAP, LURON HAND & BODY LOTION-US BORAX				
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.				
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRMT.				
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER				
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH				
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)				
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DRAIN/SEWER CLEANER(QT)				
83	5GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER				
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTL				
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT. CLNR.(QT)				
86	4GAL/CASE	INDUSTRIAL STRENGTH DMG DAMP MOP NEUT. DISINF. CLEANER				
87	12QTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER				
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER			62.30	
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION				
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RINSE-FREE				
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL				
92	12/CASE	INDUSTRIAL STRENGTH FURN. POLISH 20OZ CITRO SHIELD AERO.				
93	12QTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER			23.80	
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS			24.90	
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER			33.10	
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER			32.80	
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(QT)				
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER				
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT			56.80	
ITEM#	QUANTITY	DESCRIPTION				

99	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESPRAY/SPOTTER(GT)				
100	12/CASE	INDUSTRIAL STRENGTH STEREPHENE AER.SPRAY DISINFECTANT		36.50		
101	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)				
102	12/CASE	INDUSTRIAL STRENGTH WAX STRIP-.200Z AERO.BASEBOARD				
103	1000/CASE	SPOONS,HD				
104	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)				
105	ROLL	TABLECLOTHS, RED (40 X 100)				
106	ROLL	TABLECLOTHS, WHITE (40 X 300)				
107	48/CASE	TISSUE,FACIAL,KLEENEX 140 #21600				
108	48/CASE	TISSUE,TOILET,GA/PAC 6520 DISPENSER #2520 36/CS.				
109	96/CASE	TISSUE,TOILET,SAVOY SCA 6120/2PLY(500/ROLL)				
110	12/CASE	TOWELS,DISPENSER,GA/PAC 2839 WHITE				
111	30/CASE	TOWELS,GEORGIA PACIFIC HM920 HOUSEHOLD				
112	4000/CASE	TOWELS,PAPER,AMERICAN TISSUE #1849 9.5X9.5				
113	CASE	TOWELS,SCOTT #3405 PREM. JUMBO WT 85/ROLL				
114	1008/CASE	TOWELS,SCOTT-570 WYP-ALL, 12X15 WHITE				
115	CASE	TOWELS,SCOTT#SCT-5940 CLOTH (40/CASE)				
116	CASE	TOWELS,SCOTT #SCT-1051 PROTECT WT EXTEND				
117	EACH	TRASH CAN,CONTINENTAL #3244P DOLLY/BRUTE(BLK)				
118	EACH	TRASH CAN,CONTINENTAL #5500-55GAL BRUTE(GRAY)				
119	DOZEN	URINAL SCREEN W/BLOCK,PLASTIC				
120	250/CASE	UTENSIL,PLASTIC,WRAPPED,COMBO				
121	12/CASE	WINDEX AEROSOL 200Z				
122	4/CASE	WINDEX(GAL)				
123	ROLL	WRAP,BORDEN SEAL 181, X 2000'				
124	EACH	WRINGER,CONTINENTAL #SW4				

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 324

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
JANITORIAL SUPPLIES PART 2
FOR THE TOWN OF RIVERHEAD**

~~COUNCILMAN WOOTEN~~ offered the following resolution,

Which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for JANITORIAL SUPPLIES PART II FOR THE TOWN OF RIVERHEAD and;

WHEREAS, several items were left off the original Janitorial bid that was advertised on March 13, 2008 and will be awarded on April 15, 2008 and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 24TH, 2008 issue of the News Review for the items left off the original bid and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of JANITORIAL SUPPLIES PART II for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:15 a..m. on MAY 2, 2008.

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or on our website at www.riverheadli.com.

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.

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.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR JANITORIAL SUPPLIES- PART 2

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

Barbara Grattan, Town Clerk

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 325

AWARDS BID FOR FOOD & MEAT PRODUCTS

offered the following resolution, COUNCILWOMAN BLASS

which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for FOOD & MEAT PRODUCTS for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:25 am on March 20, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for FOOD & MEAT PRODUCTS for the Town of Riverhead be and hereby is, awarded to Savory Food Corp. for prices on the attached sheets;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to the Savory Food Corp., the Senior Citizen Program Director and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

BID RESULTS FOR 2008
 PER TBR# _____

ITEM	DESCRIPTION	UNIT	PRICE
1	APPLES, FRESH(MAC)	100 CT	29.70
2	APPLES, SLICED, CANNED	6/10	32.55
3	APRICOT HALVES	6/10	34.94
4	ASPARAGUS TIPS	6/2.5#	20.33
5	ASST. HORS DOUVRES	100 PK	31.25
6	BACON, FRESH, SLICED 1# PKGS.	25#/cs	49.70
7	BANANAS, FRESH (40 LB.)	MARKET	0.00
8	BASIL	26 OZ.	15.88
9	BAY LEAF	12 OZ.	16.80
10	BEANS, FRENCH CUT, FROZEN		25.30
11	BEANS, GARBANZO	6 1#10	20.70
12	BEANS, ITALIAN, FROZEN (2-1/2 LB. PKG.)	12/CS	19.45
13	BEANS, LIMA, FROZEN (25 OZ/PKG.)	12/CS	36.70
14	BEANS, STRING, REG. CUT, FROZ. 2.5 LB. PKG.	12PK/CS	17.80
15	BEANS, WAXED, FROZEN	12/3#	28.62
16	BEANS, WAXED	10# CAN	23.87
17	BEEF, BOTTOM ROUND	pound	2.87
18	BEEF, FRESH, CHOPPED 10# PKGS.		23.00
19	BISCUITS, OVEN READY	175 CT	26.70
20	BOW TIE NOODLES	10 LB.	17.55
21	BREAD CRUMBS, ITALIAN	6/5 LB.	21.80
22	BREADSTICKS, FRENCH	180/1.5 OZ	34.85
23	BROCCOLI SPEARS, FROZEN (3 LB. PKG.)	12/CS	18.45
24	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	12/CS	20.70
25	BROCOLLI FLORETS	12/3#	22.35
26	BRUSSELS SPROUTS, FROZEN 2.5 LB. PKGS.	12/CS	24.68
27	BUTTER PATTIES (IND) 47 CT/17#	MARKET	0.00
28	BUTTER SOLIDS (1 LB)	MARKET	0.00
29	CABBAGE (24 CT)	50 LB/CS	17.55
30	CABBAGE, SHREDDED 20#	4/5#	18.90
31	CABBAGE, RED	6/10	30.20
32	CAJUN SPICE	22 OZ	14.30
33	CAKE, BROWNIE, SHEET, FROZEN	3/84 OZ	58.40
34	CAKE, CARROT, SHEET, FROZEN	4/96 oz	68.55
35	CAKE, CHEESE	4/CS.	64.70
36	CAKE, CRUMB, SHEET, FROZEN	1 SHEET	15.60
37	CAKE, POUND (4 LB. EACH)		10.29
38	CAKE, POUND INDIVIDUAL	12/4 OZ	12.45
39	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET	15.60
40	CANTALOUPE	MARKET	0.00
41	CARROTS, BELGIAN	6/10	23.50

BID RESULTS FOR 2008
PER TBR# _____

42	CARROT RAISIN SALAD-SPECIAL ORDER	N/B	0.00
43	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/CS	13.25
44	CARROTS, FRESH	6/1#	4.23
45	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/CS	20.45
46	CELERY, FRESH	MARKET	0.00
47	CEREAL, BRAN FLAKES (IND.)KELLOGS hospitality	96 CT	20.55
48	CEREAL, CORN FLAKES (IND.)(Hospitality)	96 CT	20.55
49	CEREAL, CREAM OF WHEAT	12/28 OZ.	39.85
50	Cereal, Oatmeal	12/48 OZ	24.45
51	CEREAL, RAISIN BRAN (IND) KELLOGG'S Hospitality	96 CT	20.55
52	CEREAL, RICE CRISP CEREAL	96 PK.	21.50
53	CEREAL, SPECIAL K	70 CTN.	32.40
54	CEREAL, TOASTED OATS (IND.)	96 CT	21.50
55	CHEESE, AMERICAN LOAF (5 LB.)	LB.	15.65
56	CHEESE, COTTAGE	5 LB TUB	7.80
57	CHEESE, MOZZARELLA (5 LB.)	LB.	2.77
58	CHEESE, PARMESAN, IMPORTED	5 LB. TUB	21.30
59	CHEESE, PARMESAN, PC	200 CT	26.20
60	CHEESE, RICOTTA	3 LB.	5.45
61	CHERRIES	1 GAL.	11.80
62	CHEFMATE, SWEET & SOUR	6/64 OZ	43.30
63	CHICKEN CROQUETTES 10#	10#	28.55
64	CHICKEN CUTLETS, FRESH 10# PKGS.	10#	44.20
65	CHICKEN CUTLETS, ITALIAN STYLE	10#	
66	CHICKEN, DICED		29.97
67	CHICKEN, HEALTHY CHOICE	N/B	0.00
68	CHICKEN NUGGETS 10 # PKGS.	PKG.	23.70
69	CHICKEN TENDERS,brandywine	10#	33.65
70	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRESH	LB.	1.55
71	CHICKEN, WINGS, FROZEN - 20# PKGS.	LB.	47.80
72	CHILI 12/CS.	50 OZ.	60.85
73	CHILI POWDER	20 OZ.	6.90
74	CHOPPED SPINACH	12/3#	22.27
75	CINNAMON	15 OZ.	5.35
76	COD, POTATO CRUST	10 #	65.80
77	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.	44.90
78	COFFEE, REGULAR	12/14 O.	38.80
79	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE	50.80
80	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/CS	26.77
81	COLESLAW MIX TUB	20#	18.76
82	COOKIES, CHOCOLATE CHIP	10#	21.55
83	COOKIES, OATMEAL	10#	18.80
84	COOKIES, SUGAR 10# BULK	10#	18.80

BID RESULTS FOR 2008
PER TBR# _____

85	COOKIES, SUGAR FREE VARIETY	5#	24.34
86	COOKIE, OREO, 4-PACK	120 CT.	37.31
87	CORN, COBETTES 96 PK.	96 PK.	17.60
88	CORN, ON THE COB 5"	48 CT.	17.60
89	CORN, FROZEN CUT	12/2.5	22.45
90	CORN, WHOLE KERNEL	6/10	22.80
91	CORN STARCH	24 LB.	20.77
92	CORNED BEEF BRISKET-COOKED/RAW	LB.	1.85
93	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.	38.93
94	CRACKERS, OYSTERETTE TYPE	150 PK	13.65
95	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.	13.75
96	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	6/10	37.05
97	CRANBERRY SAUCE, PC	200	21.45
98	CREAM CHEESE LOAF	1/3#	5.99
99	CREAM CHEESE PHILLY	100 PK	22.60
100	CUCUMBERS	5 LB.	4.67
101	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.	15.90
102	DRESSING, CAESAR, CREAMY (GAL. JARS)	4/CS	54.30
103	DRESSING, COLESLAW (GAL. JARS)	4/CS	37.42
104	DRESSING, FRENCH PC	200 PKG	15.78
105	DRESSING, ITALIAN (4 GAL. JARS)	CASE	39.22
106	DRESSING, ITALIAN CREAMY (GAL. JARS)	4/CS	37.80
107	DRESSING, ITALIAN, PC	200 CT.	14.92
108	EGGPLANT ROLETTE	48/35	34.88
109	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	6/5#	49.66
110	EGGS, LARGE	MARKET	0.00
111	FILLING, BLUEBERRY	6/10	76.15
112	FISH, BATTER DIPPED	10 LB.	23.40
113	FISH CAKES 9/3#	2 OZ.	53.66
114	FISH IN A MINUTE-53/3 OZ.	10 LB	32.85
115	FISH, HOKIE		46.24
116	FISH, FLOUNDER, PRECOOKED, BREADED	10 LB./CS	38.55
117	FISH, NUGGETS		35.47
118	FISH, OCEAN PERCH BATTERED	10#	23.40
119	FISH SOLE SCALLAP & CRAB STUFFED	32/5 OZ.	59.80
120	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS	53.00
121	FLOUNDER, STUFFED		59.80
122	FLOUR	25 LB. BAG	17.40
123	FRENCH TOAST AUNT JEMIMA	144/CS	28.83
124	FROZEN SPINACH	12/3#	22.27
125	FRUIT COCKTAIL	6/10	36.85
126	FRUIT SALAD MEDLEY	2 GAL TUB	34.50
127	GARDEN SALAD MIX	4/5#	19.85

BID RESULTS FOR 2008
 PER TBR# _____

128	FRUIT SALAD, TROPICAL	6/10	36.45
129	GARLIC POWDER	18 OZ.	6.80
130	GRAHAM CRACKERS	200/20 PK	21.68
131	GRAHAM CRACKER CRUMBS	10 LB. BAG	20.87
132	GRAVY MASTER	12/QT/CS	83.29
133	GRAVY, BEEF, CAMPBELL'S (51 OZ. CANS)	12/CS	27.56
134	GRAVY, CHICKEN , CAMPBELL'S (51 OZ. CANS)	12/CS	34.42
135	GRAVY, TURKEY (LEGAUT)	12/#5	42.81
136	HAM, BAKED, USGS DELI HAM	LB.	2.89
137	HAM, FRESH, SKINNED & BONELESS, TRIMMED, TIED	LB.	2.08
138	HAM, OPEN PIT	LB.	2.49
139	HASH, CORNED BEEF	6/10	56.70
140	HONEYDEW MELONS	MARKET	0.00
141	HOT DOGS, ALL BEEF, SABRETT	PKG.	29.23
142	Jell-O, CITRUS	12/CS	27.40
143	JELL-O, RED 24 OZ.	12/CS	27.40
144	JELLY, GRAPE (4 LB.)	6/CS	29.46
145	JELLY, MINT	1/4#	4.89
146	JUICE, CRANBERRY SUGAR FREE	3 GAL.	79.03
147	JUICE, GRAPE SUGAR FREE	3 GAL.	69.00
148	JUICE, ORANGE (46 OZ)	3 GAL.	78.60
149	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.	12.45
150	KALE, FROZEN	12/3#	26.84
151	KETCHUP, HEINZ	6/10	26.45
152	KIDNEY BEANS (6 LB. CANS)	6/CS	19.62
153	LAMB, LEG, BONELESS, FRESH, AMERICAN	MARKET	0.00
154	LASAGNA ROLL UPS 53/30Z.	64/cs	28.50
155	LASAGNA, VEGETABLE, STOUFFERS	4/96	59.88
156	LEMONS, FRESH	MARKET	0.00
157	LETTUCE, ICEBERG (MARKET PRICE)	MARKET	0.00
158	LORNE DOONES	120 pc	31.97
159	MACARONI SALAD	30#	26.80
160	MANICOTTI, CELENTANO	60/2.7 OZ.	20.66
161	MARGARINE, BLOCK	30/1#	24.88
162	MAYONNAISE, (IND.) NUGGET	200CT/CS	14.70
163	MAYONNAISE, HELLMANN'S	4/1 gal.	43.50
164	MEATBALLS, OROFINO 10#	10#	22.45
165	MEATBALLS, SWEDISH, NOV GRAVY 1 OZ.	10# CASE	0.00
166	MILK, EVAPORATED	CS/48 TALL	46.60
167	MUFFIN MIX, BLUEBERRY (5 LB. PKGS.)	6/CS	40.20
168	MUFFIN MIX, CORN (5 LB. PKGS.) MM DELUXE	6/CS	45.45
169	MUSHROOMS, CANNED	6/10	44.80
170	MUSTARD, GULDEN'S	CASE/4 GAL	28.30

BID RESULTS FOR 2008
 PER TBR# _____

171	MUSTARD, GULDEN'S (IND.)	500 CS	16.24
172	NUTMEG	16 OZ.	10.40
173	OATMEAL RAISIN COOKIES	100 PC.	18.78
174	OLIVES, GREEN (125 CT)	1 GAL.	16.80
175	OMLETTES, PLAIN	60/3 OZ	27.95
176	ONION POWDER	19 oz.	4.85
177	ONIONS, PEARL, FROZEN, 12/2LB.	CS	35.60
178	ONIONS, SPANISH, FRESH	MARKET	0.00
179	ORANGES, FRESH	MARKET	0.00
180	ORANGES, MANDARIN	100/CS	24.80
181	OREGANO	6/CS	12.77
182	PAM SPRAY	16 OZ.	18.65
183	PANCAKE, DOWNYFLAKE	6/16.5	19.35
184	PAPRIKA	5.15	5.15
185	PARSLEY, FLAKES	16 OZ.	8.88
186	PARSLEY, FRESH	MARKET	0.00
187	PASTA, EGG NOODLES	10# BOX	22.80
188	PASTA, ELBOW MACARONI	20# BOX	22.80
189	PASTA, LASAGNE	12/16 OZ.	15.70
190	PASTA, ROTINI	20 LB. BOX	22.80
191	PASTA, SHELLS, MEDIUM	20 LB. BOX	22.80
192	PASTA, SPAGHETTI	20 LB. BOX	22.80
193	PASTA, TRI-COLOR MACARONI	20 LB. BOX	28.80
194	PASTA, ZITI	20 LB. BOX	22.80
195	PEACHES, SLICED, NATURAL, NO SUGAR	10 LB. BOX	37.94
196	PEANUT BUTTER, NUGGET (5 LB.)	6/CS	44.23
197	PEAR HALVES, NATURAL, NO SUGAR	6/10	34.60
198	PEARS, DICED, NATURAL, NO SUGAR	6/CS	35.20
199	PEPPER STRIPS	6/10	28.25
200	PEPPER, BLACK	16 OZ.	7.22
201	PEPPER STEAK, THIN SLICED, FROZEN	10#	31.83
202	PEPPERS, FRESH GREEN	MARKET	0.00
203	PICKLE SPEARS 5 GAL.	5 GAL	23.87
204	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/CS	18.45
205	PIE. COCONUT CUSTARD		29.85
206	PIE FILLING, CHERRY	39609	64.80
207	PIE. PEACH	6/#10	29.85
208	PIE SHELLS, FROZEN 10"		22.80
209	PIE, PUMPKIN	10"	27.30
210	PIE, SWEET POTATO SPECIAL ORDER	N/B	0.00
211	PIERRE RIB-B-QUE 60/32 OZ.		46.87
212	PIES, MRS. SMITH, APPLE 10"	10"	26.45
213	PINEAPPLE CHUNKS	6/10	27.45

BID RESULTS FOR 2008
PER TBR# _____

214	PINEAPPLE SLICED	6/10	28.70
215	PLUMS, HALVES	6/10	36.45
216	PLUMS, WHOLE PURPLE, DIET & REG.	6/10	36.45
217	POPCORN, VENDING	72 CT.	18.60
218	PORK CHOPS, FRESH, CENTER CUT 1/2"	10#	32.40
219	PORK LOIN ROAST, FRESH, BONED & TIED 6-7#	LB.	2.49
220	PORK PATTIES, RIB-B-QUE, COOKED 6-3.2	LB.	46.87
221	PORK & BEANS	6/10	17.97
222	PORK PATTIES BREADED	N/B	0.00
223	PORK SPARE RIBS, FRESH, SLICED	N/B	0.00
224	POTATO CHIPS	24/7 OZ.	26.78
225	POTATO CRUST COD	24/7 OZ.	65.80
226	POTATOES, DICED	6/10	25.55
227	POTATOES, FRESH, IDAHO	50#	23.40
228	POTATOES, HASH BROWN PATTY	6/10	26.80
229	POTATOES, INSTANT		40.60
230	POTATOES, REDS	MARKET	0.00
231	POTATO SALAD	10#	8.94
232	POTATO SKINS 10 LB. RED SKIN	N/B	0.00
233	POTATOES, FRESH PEELED	30#	28.45
234	POTATOES, SLICED	4/4#	24.45
235	POTATOES, SWEET, YAMS	30#	28.35
236	POTATOES, WHOLE 70-80 CT	6/10	24.70
237	PRETZEL, VENDING	6/10	24.70
238	PUDDING, BANANA	6/10	22.65
239	PUDDING, BUTTERSCOTCH	6/10	23.60
240	PUDDING, CHOCOLATE	6/10	23.60
241	PUDDING, LEMON	6/10	23.60
242	PUDDING, RICE	6/10	25.50
243	PUDDING, TAPIOCA	6/10	25.50
244	PUDDING, VANILLA	6/10	23.60
245	RAISINS		47.60
246	RAVIOLI, CANNED	12/CS	35.08
247	RELISH-4 GAL	CS.	22.35
248	RELISH (INDIVIDUAL)	200 CT	13.30
249	RICE, MEXICAN FIESTA		29.45
250	RICE, GARDEN BLEND		46.58
251	RICE PILAF		26.94
252	RICE, SPANISH SPECIAL ORDER	N/B	0.00
253	RICE, UNCLE BEN'S	25# BAG	14.77
254	RICE, WILD (36 OZ. PKG.)	6/CS	35.55
255	RINSE SPECIAL	5 GAL	74.00
256	ROLLS, HOT DOG (12 PKGS.)	144	15.65

BID RESULTS FOR 2008
PER TBR# _____

257	ROLLS, DINNER	120	18.55
258	ROLLS, HAMBURGER 120 COUNT	10 PCS	17.65
259	SALAD, THREE BEAN	6/10	28.45
260	SALISBURY STEAK,4 OZ. NO GRAVY	N/B	0.00
261	SALT	24/26 OZ.	10.90
262	SALT, SEASONED LAWRY'S	25#	5.25
263	SAUCE, APPLE,SUGAR FREE IN JUICE	6/10	22.56
264	SAUCE, BBQ (4 GAL. JARS)OPEN PIT	CS.	39.60
265	SAUCE, CHEESE, CAMPBELL'S	6/10	34.77
266	SAUCE, SOY (1 GAL.)GOLD'S	4/1 GAL.	14.04
267	SAUCE, SPAGHETTI	6/10	19.76
268	SAUCE, TOMATO	6/10	17.58
269	SAUCE, WORCESTERSHIRE(1 GAL.)	6/10	15.96
270	SAUERKRAUT	6/10	19.80
271	SAUSAGE LINKS, COOKED		30.60
272	SAUSAGE PATTIES	CS.	28.55
273	SAUSAGE, ITALIAN 10# PKGS.		21.45
274	SAUSAGE, POLISH, 10# PKGS.	CASE	23.65
275	SEA LEG SUPREME	5# BOX	18.40
276	SHELLS, STUFFED, MEDIUM		35.47
277	SHORT RIBS COOKED	6.3 34#	46.50
278	SIRLOIN PATTIES, 4 OZ. FRESH	40/4 OZ	22.30
279	SORBET, ORANGE	N/B	0.00
280	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.	12/CS	59.45
281	SOUP, CHICKEN NOODLE, CAMPBELL'S-LG 51 OZ.	12/CS	42.13
282	SOUP, MANHATTAN CLAM, CAMPBELL'S-LG 51 OZ.	12/CS	56.30
283	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.	12/CS	43.00
284	SOUP, CREAM/MUSHROOM, CAMPBELL'S-LG 51 OZ.	12/CS	45.30
285	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	12/CS	44.76
286	SOUR CREAM	5# CONT.	5.55
287	SOY SAUCE (1 GAL. JAR)	4/1 GAL.	14.04
288	SPINACH, CHOPPED, FROZ (3 LB. PKG)		22.27
289	SQUASH, YELLOW, SLICED, FROZEN (3 LB. PKG.)	12/CS	30.40
290	STEW BEEF, FRESH, USDA CHOICE 10# PKGS.	2/5#	28.15
291	STRAWBERRY SORBET	N/B	0.00
292	STRAWBERRIES, SLICED, FROZEN (6.5 OZ.)	6/CS	48.77
293	STUFFING, UNCLE BEN'S (1 LB. BAGS)	6/CS	48.77
294	SUGAR, 5 LB. PKG.	8/5#	22.45
295	SUGAR, BROWN 1 LB. PKG.	24/1#	21.70
296	SUGAR, IND.	2000	10.80
297	SUN CUP PUNCH	72/4OZ.	10.00
298	SUNCUP CRANBERRY	72/4OZ	11.20
299	SUN CUP APPLE	72/4 OZ.	10.33

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR WORK CLOTHES

RESOLUTION # 326

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY.

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for WORK CLOTHES and;

WHEREAS, bids were received, opened and read aloud on the 20th day of March, 2008 at 11:05 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for WORK CLOTHES be and hereby is, awarded to CENTEREACH WORK AND PLAY, INC. for the prices on the attached pages.

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to CENTEREACH WORK & PLAY, INC. and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

IMPORTANT - SAMPLES MUST ACCOMPANY BID FORM

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #1	Trousers LP810NV (DARK NAVY)		
	Poly/Cotton Blend Dickies PT-10 series (or equal)	15.50	
	Size 44-60 1st O.S. + 20%		18.60
	100% Cotton Dickies PC-10 (or equal) LP310NV	18.50	
	Size 44-60 1st O.S. + 20%		22.20 yr
Item #2	Dungarees C993RNB	18.00	
	Dickies, Pre-washed C393RNB Regular Fit (or equal)		
	Sizes 44-50 1st O.S. + 20%		21.60
	Sizes 52-56 2ND O.S. + 30%		23.40
	Dickies, Pre-washed CR393RNB Relaxed Fit (or equal)	18.00	
	Sizes 44-50 1st O.S. + 20%		21.60
	Sizes 52-56 2ND O.S. + 30%		23.40
Item #3	Short Sleeve T-Shirt Dickies #4624 (or equal) 1144624	8.00	
	Sizes 2XL-3X NAVY		9.60
	Sizes 4XL-6XL		10.40
Item #4	Short Sleeve Polo Shirt Dickies #5521 (or equal)	12.00	
	Sizes 2XL-3XL 1st O.S. + 20%		14.40 yr
	Size 4XL 2ND O.S. + 30%		15.60 yr
Item #5	Short Sleeve Uniform Shirts LS508 NV-DK NAVY LB-LT. BLUE	14.00	
	Poly/Cotton Blend Dickies SP24 (or equal)		
	Sizes 2XL-3XL 1st O.S. + 20% 4XL + 30%		16.80 18.20
Item #5-C	Short Sleeve Uniform Shirts	N/B	
	100% Cotton (or equal) N/B		
	Sizes 2XL-3X		
	Size 4XL		

East
End

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #6	Long Sleeve Uniform Shirts LL508		
	Poly/Cotton Blend SR14 (or equal)	16.00	
	Sizes 2XL- 4XL - 3XL 1st O.S. + 20%		19.20
	Size 5XL 4XL 2ND O.S. + 30%		20.80
Item #6-C	Long Sleeve Uniform Shirts		
	100% cotton SC-15 549DN-DK NAVY	17.50	
	Sizes 2XL-3XL 1st O.S. + 20%		21.00
	Size 4XL 2ND O.S. + 30%		22.75
Item #7	Coveralls, Insulated 20 Degrees 2439ZWBD		
	Dickies 2439 100% cotton - black or brown	62.00	
	Sizes 2XL-3XL 1st O.S. + 20%		74.40
	Size 4XL 2ND O.S. + 30%		80.60
Item #8	Long Coat, Insulated 20 Degrees (winter)		
	Dickies Duck - 3158BD - brown or black: M-XL	52.00	
	Sizes 2XL-3XL 1st O.S. + 20%		62.40
	Size 4XL & 5XL 2ND O.S. + 30%		67.60
	Hood - brown or black TZ 39BD or BK	15.00	
Item #9	Jacket, Lined Panel Front (spring)		
	Dickies JT52 (or equal) TJ 100DN S-XL	29.00	
	Sizes 2XL-3XL 1st O.S. + 20%		34.80
	Size 4XL 2ND O.S. + 30%		37.70
Item #10	Coveralls, one piece (unlined)		
	Dickies #4879NV- 4879DN S-XL	30.00	
	SIZES 48-50 2XL 1st O.S. + 20%		36.00
	Sizes 52-60 3XL - 4XL 2ND O.S. + 30%		39.00

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end

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #11	Long Sleeve Sweatshirt		
	Poly/Cotton Blend - Navy, Gray S-XL	16.00	
	Sizes 2XL-3XL 1st O.S.		19.20
	Size 4XL N/A		
Item #12	Long Sleeve Hooded Zippered Sweatshirt TW303		
	Safety Orange, Safety Green or Navy SAFETY ORANGE ONLY	30.00	
	Sizes 2XL-3XL 1st O.S. + 20%		36.00
	Size 4XL N/A		
Item #13	Bib Overalls, Insulated TB839 BD OR BK	44.00	
	Dickies Duck (or equal)		
	Sizes 2XL-3XL 1st O.S. + 20%		52.80
	Size 4XL-5XL 2nd O.S. + 30%		57.20

#14	100% Cotton Polo shirt #J100 w/o Pocket	12.00	
	Sizes 2XL-3XL 1st O.S. + 20%		14.40
	Sizes 4XL 2nd O.S. + 30%		15.60
#15	Women's FLAT FRONT PANT #FP111		
	Sizes 4-18 20-24 1st O.S. + 20%	15.00	18.00
#16	Women's STRETCH JEAN #FD110		
	Sizes 4-18 20-24 1st O.S. + 20%	20.00	24.00
#17	Women's 4/5 OXFORD		
	Sizes XS-L XL-2XL 1st O.S. + 20%	15.00	18.00
#18	Women's 5/5 OXFORD		
	Sizes XS-L XL-2XL 1st O.S. + 20%	13.00	15.60
#19	Women's Polo shirt (#FS014)		
	XS-L XL-2XL + 20%	13.00	15.60
#20	Women's Eisenhower JACKET #EJ301 (#FJ301)		
	S-L XL-2XL 1st O.S. + 20%	25.00	30.00

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These items are available for women employees

East
End

IMPORTANT – SAMPLES MUST ACCOMPANY BID FORM

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #1	Trousers		
	Poly/Cotton Blend Dickies PT-10 series (or equal)		12 ⁵⁰
	Size 44-60		15-
	100% Cotton Dickies PC-10 (or equal)		15 ⁹⁰
	Size 44-60		18-
Item #2	Dungarees		
	Dickies, Pre-washed C393RNB Regular Fit (or equal)		13 ⁵⁰
	Sizes 44-50		15-
	Sizes 52-56		16 ²⁵
	Dickies, Pre-washed CR393RNB Relaxed Fit (or equal)		14 ⁷⁵
	Sizes 44-50		16-
	Sizes 52-56		16-
Item #3	Short Sleeve T-Shirt Dickies #4624 (or equal)		6-
	Sizes 2XL-3X		6 ⁸⁰
	Sizes 4XL		7 ²⁵
Item #4	Short Sleeve Polo Shirt Dickies #5521 (or equal)		10 ⁹⁰
	Sizes 2XL-3XL		12-
	Size 4XL		12-
Item #5	Short Sleeve Uniform Shirts		
	Poly/Cotton Blend Dickies SP24 (or equal)		8 ⁵⁰
	Sizes 2XL-3XL		10 ⁴⁰
Item #5-C	Short Sleeve Uniform Shirts		
	100% Cotton (or equal)		11 ⁵⁰
	Sizes 2XL-3X		13 ⁶⁰
	Size 4XL		13 ⁶⁰

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #6	Long Sleeve Uniform Shirts		
	Poly/Cotton Blend SP14 (or equal)		10 ²⁰
	Sizes 2XL-4XL		12 ²⁵
	Size 5XL		12 ²⁵
Item #6-C	Long Sleeve Uniform Shirts		
	100% cotton SC-15		12 ⁷⁵
	Sizes 2XL-3XL		15 ⁵⁰
	Size 4XL		15 ⁵⁰
Item #7	Coveralls, Insulated 20 Degrees		
	Dickies 2439 100% cotton - black or brown		45 ⁷⁵
	Sizes 2XL-3XL		50-
	Size 4XL		55-
Item #8	Long Coat, Insulated 20 Degrees (winter)		
	Dickies Duck - 3158BD - brown or black		48 ⁷⁵
	Sizes 2XL-3XL		53 ⁵⁰
	Size 4XL & 5XL		58 ⁵⁰
	Hood - brown or black		DISC
Item #9	Jacket, Lined Panel Front (spring)		
	Dickies JT52 (or equal)		27-
	Sizes 2XL-3XL		32 ⁵⁰
	Size 4XL		32 ⁵⁰
Item #10	Coveralls, one piece (unlined)		
	Dickies #4879NV		29-
	SIZES 48-50		32-
	Sizes 52-60		34 ⁹⁰

ITEM #	DESCRIPTION	PRICE	PLUS SIZES (% OR PRICE)
Item #11	Long Sleeve Sweatshirt		
	Poly/Cotton Blend - Navy, Gray		6-
	Sizes 2XL-3XL		7 ⁹⁰
	Size 4XL		10 ⁵⁰
Item #12	Long Sleeve Hooded Zippered Sweatshirt		
	Safety Orange, Safety Green or Navy		15 ⁵⁰
	Sizes 2XL-3XL		17-
	Size 4XL		x
Item #13	Bib Overalls, Insulated		
	Dickies Duck (or equal)		39 ⁷⁵
	Sizes 2XL-3XL		43 ⁵⁰
	Size 4XL		52 ⁰⁰

Prices do not include shipping or customization (Screen or embroidery)

CENTEREACH
WORK-N-PLAY, INC.
 2149 MIDDLE COUNTRY ROAD
 CENTEREACH, N. Y. 11720
 (585) 776-7767

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 327

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD

COUNCILMAN BUCKLEY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 24TH, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **2008-2009 SNACK VENDOR SERVICES FOR the Town of Riverhead for each of the following locations**: Wading River Beach, Reeves Beach, and Stotzky Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on MAY 2, 2008.**
(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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.

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.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR 2008-2009 SNACK VENDOR SERVICES.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 328

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PROPANE FOR THE TOWN OF RIVERHEAD

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 24TH, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **PROPANE** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:15 a.m. on MAY 2, 2008.**

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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.

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.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR PROPANE 2008.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

APRIL 15, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 329

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPORTING GOODS FOR THE TOWN OF RIVERHEAD

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SPORTING GOODS FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 24, 2008 issue of the News Review and;

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

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **SPORTING GOODS** for use by the **TOWN OF RIVERHEAD** 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 **MAY 2, 2008.**

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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.

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.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR SPORTING GOODS 2008.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

4/15/08

Adopted

TOWN OF RIVERHEAD
Resolution # 330

ESTABLISHES FEES FOR SHOWMOBILE USAGE

COUNCILMAN DUNLEAVY offered the following resolution was seconded by
COUNCILMAN BUCKLEY :

WHEREAS, the Town owns a mobile bandshell with related equipment for use in public events and performances which is commonly referred to as the Showmobile; and

WHEREAS, the Town Board seeks to set a policy for usage including setting a fee to defray the costs of towing, set up, and employee supervision for organizations which utilize the Showmobile.

NOW THEREFORE BE IT RESOLVED, that the Showmobile will be available for use only by not-for-profit entities that are providing community events open to the general public within the Town of Riverhead, and be it further

RESOLVED, that the Town Board establishes the cost for the use of the Showmobile as set forth below:

\$100. per day or part thereof; and be it further

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

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 331

RATIFIES RESOLUTION # 14 OF 2008 APPROVING
HIGHWAY SUPERINTENDENT EXPENDITURE OF
MONIES WITHOUT PRIOR TOWN BOARD APPROVAL

~~COUNCILMAN BUCKLEY~~ offered the following resolution, which was seconded by
~~COUNCILMAN WOOTEN~~

WHEREAS, Resolution #14 was adopted on January 2, 2008, approving Highway Superintendent expenditures up to \$10,000.00 for equipment, tools, and implements without prior Town Board approval; and

WHEREAS, the Superintendent of Highways has requested that the authorized amount be increased from \$10,000.00 to \$75,000.00 to provide an opportunity to purchase used equipment at state, county and municipal auctions and other such equipment, tools and implements to be used for highway maintenance, construction, reconstruction or snow removal; and

WHEREAS, the Superintendent of Highways has requested Town Board authorization to spend up to \$75,000.00, with a condition that all such purchases comply with General Municipal Law §103, dealing with advertising and letting of contracts, without prior approval of the Town Board; and

WHEREAS, Highway Law §142 (1)(a) provides that the Town Superintendent may, with approval of the Town Board, purchase equipment, tools and other implements to be used for highway maintenance, construction, reconstruction, or snow removal; and

WHEREAS, Highway Law §142 (1)(a), also provides that the town board may authorize the Highway Superintendent to purchase such equipment, tools and implements without prior approval,

NOW, THEREFORE, BE IT RESOLVED, that the Highway Superintendent be and is hereby authorized to spend up to \$75,000.00 for equipment, tools and other implements, at any time, without prior approval of the Town Board, and be it further

RESOLVED, that the Town Clerk be and hereby is directed to forward a copy of this resolution to Highway Superintendent, Town Board, Purchasing Agent and Office of Accounting.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 332

ACCEPTS PERFORMANCE SECURITY OF VINLAND COMMONS, LLC (LETTER OF CREDIT)

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS:

WHEREAS, Vinland Commons, LLC has posted a Suffolk County National Bank Irrevocable Letter of Credit #080401 in the sum of Twenty-Two Thousand Dollars (\$22,000.00) representing the completion of landscaping in accordance with their site plan approval (Riverhead Planning Board Resolution #8 dated January 17, 2008 and memorandum of Vincent Gaudiello, P.E. dated January 3, 2008) on real property at 1116 Main Road, Aquebogue, New York, further described as Suffolk County Tax Map #0600-68-3-1, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said irrevocable letter of credit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the Suffolk County National Bank Irrevocable Letter of Credit #080401 in the sum of Twenty-Two Thousand Dollars (\$22,000.00) issued to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Vinland Commons, LLC, 29 Edgar Avenue, Riverhead, New York, 11901; Suffolk County National Bank, Attn: Thomas Sullivan, V.P., 4 West Second Street, Riverhead, New York, 11901; and be it further

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

THE VOTE
Buckley [checked] yes [] no Wooten [checked] yes [] no
Dunleavy [checked] yes [] no Blass [checked] yes [] no
Cardinale [checked] yes [] no
THE RESOLUTION [checked] WAS [] WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution # 333

**APPROVES CHAPTER 90 APPLICATION OF ACTIVENTREPRENEUR
(10 Mile Kayak Race)**

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

~~COUNCILMAN WOOTEN~~

WHEREAS, on March 28, 2008, ActiventEntrepreneur had submitted a Chapter 90 Application for the purpose of conducting a Kayakathon (10 mile kayak race) to be held at the Riverhead waterfront parking lot on the west side of Atlantic Aquarium, Riverhead, New York, on Saturday, June 21, 2008, between the hours of 6:00 a.m. and 5:00 p.m., having a rain date of Sunday, June 22, 2008; and

WHEREAS, ActiventEntrepreneur has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicable Chapter 90 fee has been paid; and

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

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

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

RESOLVED, that the application of ActiventEntrepreneur for the purpose of conducting a Kayakathon (10 mile kayak race) to be held at the aforementioned location, date(s) and times is hereby approved; and be it further

RESOLVED, that any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

THE VOTE

Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to ActiventEntrepreneur , 20 Hickory Avenue, Farmingville, New York, 11738; and be it further

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

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 334

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO RECEIVE FUNDS FROM SUFFOLK COUNTY FOR INCREASED ENFORCEMENT OF NEW YORK STATE VEHICLE AND TRAFFIC LAWS RELATING TO DRINKING AND DRIVING

COUNCILMAN DUNLEAVY

_____ , offered the following resolution, which was seconded

COUNCILMAN BUCKLEY

by _____

WHEREAS, the Suffolk County Office of the County Executive/STOP-DWI program has designated the Town of Riverhead to receive funds which shall not exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving; and

WHEREAS, the Town of Riverhead wishes to receive designated funds from Suffolk County which shall not exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with the Suffolk County Office of the County Executive/STOP-DWI program for the purpose of receiving designated funds which shall not exceed \$25,000.00 for increased enforcement of New York State vehicle and traffic laws relating to drinking and driving ; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Maria Perez-Lent, STOP-DWI Coordinator of the Suffolk County Office of the County Executive, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788-0099; the Office of the Supervisor; the Riverhead Town Police Department; Riverhead Town Traffic Safety Committee and the Office of the Town Attorney.

THE VOTE

Wooten Yes No Buckley Yes No
Dunleavy Yes No Blass Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

DWI Enforcement Agreement

This Agreement ("Agreement") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Suffolk County Department of Probation/STOP-DWI Program (Department)**, located at H. Lee Dennison Building, 11th floor, 100 Veterans Memorial Highway, Hauppauge, New York (mailing address: Box 6100, Hauppauge, New York 11788-0099); and the

Town of Riverhead ("Contractor"), a municipal corporation, having an address at **200 Howell Avenue, Riverhead, New York 11901-2516**.

The Contractor has been designated to receive funds from the County for increased enforcement (**Services**) of New York State vehicle and traffic laws relating to drinking and driving as set forth in Exhibit V, entitled "Description of Services and Specific Payment Terms," attached.

Term of Agreement: January 1, 2008 through December 31, 2008.

Total Cost of Agreement: Shall not exceed \$25,000.00, as set forth in Exhibit V, attached.

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

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

Town of Riverhead

County of Suffolk

By: _____
The Honorable Phil Cardinale
Supervisor, Town of Riverhead
Fed. Tax ID # 11-6001935

By: _____
Name
Deputy County Executive

Date: _____

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

Approved:

By: _____
Jacqueline Caputi
Assistant County Attorney

Department

By: _____
James Golbin
Chief Planner
Suffolk County Probation Department

Date: _____

Date: _____

List of Exhibits

Exhibit I General Terms and Conditions

1. Contractor Responsibilities
 - a. Services
 - b. Qualifications and Licenses
2. Term and Termination
 - a. Term
 - b. Termination for Cause
 - c. Termination for Emergencies
 - d. Termination for Convenience
 - e. Payments Upon Termination
3. Indemnification
 - a. General
 - b. Federal Copyright Act
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents
 - a. Copyrights
 - b. Patents

Exhibit II Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Work Experience Participation
11. Suffolk County Local Laws Website Address

Exhibit III Notices and Contact Persons

Exhibit IV General Payment Terms and Conditions

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Specific Payment Terms and Conditions
 - a. Limit of County's Obligations
 - b. Budget
 - c. Payment of Claims
 - d. Payment Vouchers
 - e. Payments Limited to Actual Net Expenditures
 - f. Travel Costs
 - g. Salaries
 - h. Salary Increases
 - i. Actual Fringe Benefit Costs
 - j. Contractor's Staff
 - k. Budget Deficiency Plan
 - l. Payments Contingent Upon Receipt of Aid
 - m. Payments Contingent Upon State/Federal Funding
4. Accounting Procedures
5. Audit
6. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures
7. Financial Statements and Audit Requirements
8. Statement of Other Contracts

Exhibit V Description of Services and Specific Payment Terms

(May include Legislative Designated Funding Application Form and Program Budget - Explanation of Costs, as applicable)

Exhibit I
General Terms and Conditions

1. Contractor Responsibilities

a. Services

The Contractor shall provide the services described in Exhibit V, entitled "Description of Services and Specific Payment Terms."

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or local authorities for the services provided in accordance with this Agreement.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the County.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the County.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the County's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the County's option) the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to

termination by the County. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the County, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the County.

d. Termination for Convenience

The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The County shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds advanced to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees,

contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants the Contractor will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a.** The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. Professional Liability** insurance in an amount not less than Two Million Dollars

(\$2,000,000.00) on either a per occurrence or claims made coverage basis.
(Delete this clause if not applicable)

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the County shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance, and any notice of nonrenewal or material change shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fail to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

5. Independent Contractor

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all program services are and will be available to all eligible individuals regardless of religious belief or affiliation.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

The contractor hereto agrees to render diligently to the County, without additional compensation, any and all cooperation, that may be required to defend the County, its employees and designated representatives against any claim, demand or action that may be brought against the County, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by the Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following

statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

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

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit I

Exhibit II
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

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

purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

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

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Work Experience Participation

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit II

**Exhibit III
Notices and Contact Persons**

1. Notices Relating to Payments, Reports, Insurance, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Suffolk County STOP-DWI
Maria Perez-Lent, Coordinator
H. Lee Dennison Bldg., 11th Flr
PO Box 6100
Hauppauge, NY 11788

**For the Contractor:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the County:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County STOP-DWI
Maria Perez-Lent, Coordinator
H. Lee Dennison Bldg., 11th Flr
PO Box 6100
Hauppauge, NY 11788

and

Christine Malafi, County Attorney

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit III

Exhibit IV
General Payment Terms and Conditions

1. General Payment Terms

- a. The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Claims shall be documented by sufficient, competent and evidential matter. Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Agreement for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

3. Specific Payment Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County as set forth on the cover page of this Agreement shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom.

b. Budget

The Contractor expressly represents and agrees that the Budget, to the extent applicable, lists all personnel and/or all other costs of services to be rendered by the Contractor under this Agreement.

c. Payment of Claims

The County, at its option, may agree to pay the Contractor in advance an amount not to exceed one sixth (1/6) of the Total Cost of Agreement for services provided and costs incurred pursuant to this Agreement upon receipt of a claim voucher for that amount as approved by the County. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor costs and services funded pursuant to this Agreement. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

d. Payment Vouchers

The Contractor shall submit a standard Suffolk County Payment Voucher listing all information regarding the services and other items for which expenditures have been or will be made in accordance with this Agreement. Either with the Agreement (for services already rendered and expenditures already made), and/or not more than 30 days after the expenditures were made and in no event after the 31st day of January following the end of the term of this Agreement, the Contractor shall furnish the Department with detailed documentation in support of the payment for services or expenditures under this Agreement, e.g. dates of service, worksite locations and activities, hours worked and pay rate and/or by program budget categories in accordance with this Agreement. Disbursements made by the Contractor in accordance with this Agreement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control, including any other form(s) required by the Department or the Suffolk County Department of Audit & Control and shall be furnished to the Department pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. The Contractor shall be entitled to no more than compensation and/or reimbursement as provided in this Agreement for the completion of all work, labor and services contemplated in this Agreement, and in full reimbursement of all travel and other expenses of every nature and kind whatsoever, notwithstanding the total amount of time expended or expenses actually incurred. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

e. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the term of the Agreement for the purposes set forth in this Agreement an amount less than, or receive amounts more than, provided in the Budget, the total County payment under this Agreement shall be reduced to the net amount of approved actual Contractor expenditures made for such purposes, and that the total amount to be paid by the County shall not exceed the lesser of (i) approved actual net expenditures or (ii) the Total Cost of the Agreement on the cover page and in the Budget. Upon termination or expiration of this Agreement, if the Contractor's total amount of allowable expenses are less than the total amount of the payments made during the term, the Contractor shall prepare a check payable to the order of the Suffolk County Treasurer for the difference between the two amounts and include such payment with the claim voucher submitted to the County.

f. Travel Costs

The Contractor agrees that reimbursement for travel costs will not exceed amounts allowed County employees.

g. Salaries

Salary reimbursement shall be **exclusive of** and **separate from** employee share of withholding taxes. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal/State governments.

h. Salary Increases

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

i. Actual Fringe Benefit Costs

Fringe benefits claims should be based on actual costs. However, if the Contractor pays some or all fringe benefits on a quarterly, semiannual or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than thirty (30) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, the Department may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by audit, and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

j. Contractor's Staff

The County shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant and may, in the exercise of that right, promulgate reasonable regulations involving position control which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement.

k. Budget Deficiency Plan

The County has imposed and may impose a budget deficiency plan(s). Upon written notification from the Department, the Contractor shall comply with the same restrictions as are imposed upon the Department, a copy of which will be furnished with such notification and shall thereupon be deemed to be incorporated by reference in and made part of this Agreement.

l. Payments Contingent Upon Receipt of Aid

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

m. Payments Contingent Upon State/Federal Funding

Payments under this Agreement may be subject to and contingent upon continued funding by the state and/or federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department, provided

that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the Department for payment of such costs.

4. Accounting Procedures

- a. The Contractor agrees to maintain accounts, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement in accordance with generally accepted accounting principles and as may be promulgated by the Suffolk County Department of Audit and Control and any financial directives promulgated by the Department.
- b. The Contractor agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after final payment. Federal, State and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

5. Audit

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

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

Whenever requested by the Department or the Department of Audit and Control, the Contractor shall submit to the Department a certified copy of its current salary scale for all positions listed in the Budget, a copy of its personnel rules and procedures and any subsequent modifications thereof, a copy of its pension plan and any other employee benefit plans or arrangements, and any amendments thereto, for review and approval, and such additional financial information in connection therewith, as may reasonably be requested by the Department or the Department of Audit and Control. The Contractor shall not be entitled to reimbursement for costs under any such plans or arrangements that are unreasonable in the opinion of the Suffolk County Comptroller when compared to current market costs for similar plans or arrangements between unrelated parties. In the case of any such plan or arrangement that is self-funded by the Contractor directly or by payments to a related entity, upon request by the Department or the Department of Audit and Control, the Contractor shall submit a reconciliation of the total amount claimed for reimbursement of payments under such plan or arrangement with actual cost incurred, and any auditable administrative or claims processing expenses, by the Contractor or related entity on behalf of the Contractor and its employees.

7. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each contract fiscal year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
 - i. a current license issued by the New York State Education Department;
 - ii. sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
 - iii. a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.
- d. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.
- e. The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal period to which the audit relates.
- g. These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

The provisions of the foregoing subparagraphs a through g of this paragraph shall survive the expiration or termination of this Agreement.

8. Statement of Other Contracts

The Contractor has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The Contractor represents and warrants that any such Statement of Other Contracts is and will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the Contractor from any department or agency of the County, the United States of America, the State of New York or other municipalities or organizations.

9. Salaries

Salary reimbursement shall be **exclusive of** and **separate from** employee share of withholding taxes. Withholding taxes are reimbursable only upon proof of deposit or payment to the Federal/State governments.

End of Text for Exhibit IV

Exhibit V

Description of Services and Specific Payment Terms

Workplan:

The monies provided under this contract are to be used to aid the suppression of drunk driving through intensified police patrols to identify vehicle and traffic violations related to drunk driving. This should result in an increased number of arrests for driving while intoxicated and a reduction of alcohol related crashes and fatalities.

Funding will be used by this agency to schedule and pay police officers employed by the Contractor for overtime for patrol duties exclusively to identify and arrest the intoxicated driver, as well as related training and warrant enforcement. The hours of enforcement shall include times and days which have historically reflected high incidences of drunk driving, alcohol related crashes and fatalities. Scheduling may be organized due to seasonal traffic considerations and other activities related to incidences of drinking and driving. Scheduling of personnel may be dependent upon availability of staff.

Budget:

ITEMIZED EXPENDITURE CATEGORIES

Personnel Services – Salaries:	\$25,000.00 (Overtime)
Fringe Benefits:	\$0,000.00

(Police Officer(s) at various rates established by public employees' contracts)

Total of Personnel Services:	\$25,000.00
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Total of All Services:	\$25,000.00
------------------------	-------------

The total amount of this contract is to be expended on or prior to 12/31/08 in accordance with this Work Plan or any approved revisions/modifications to the Work Plan and/or Budget as provided by the contract between the County and the Contractor.

All other costs related to administration, staff support and related operational equipment are in-kind contributed by the Contractor.

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format. All reports will use the format set forth in the forms included as part of this contract.

Quarterly Expenditure Report

Program Title: _____

To: Suffolk County STOP-DWI Program

From: Town of Riverhead

Contract Period: From: _____ To: _____

Project Budget Category	Budgeted Amount	Expended this Month	Total Expended to Date	Balance Remaining
-------------------------	-----------------	---------------------	------------------------	-------------------

PERSONAL SERVICES

WAGES/SALARIES	\$	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$	\$
SUBTOTAL	\$	\$	\$	\$

OTHER THAN PERSONAL SERVICES

SUPPLIES/MATERIALS	\$	\$	\$	\$
TRAVEL	\$	\$	\$	\$
EQUIPMENT PURCHASE	\$	\$	\$	\$
ALL OTHER COSTS	\$	\$	\$	\$
SUB TOTAL	\$	\$	\$	\$
TOTAL PROJECT COSTS				

CERTIFICATION: I certify that the above information is a complete, accurate, and up-to-date portrayal of actual necessary expenditures made for my project during the time period indicated.

Project Director or Fiscal Officer: _____ Date: ____/____/____
Signature and Title

INSTRUCTIONS: The Project Director or Project Fiscal Officer must submit a Quarterly Expenditure Report to the STOP-DWI Coordinator within 30 days after the close of each quarter. Such report, when submitted in conjunction with "Standard Vouchers", will help monitor overall project progress, ensure proper cash flow to maintain the project, and help you plan and control expenditures for the duration of the project. All expenditures submitted should reflect only those incurred for the period submitted.

BUDGET AMMENDMENTS: You may not exceed the Total Project Budgeted Amount or Project Budget Category Amounts without written approval, as per conditions of the contract. Expenditures may be disallowed if they exceed limitations without prior written approval from the County.

STOP-DWI MONTHLY ARREST REPORT

SUFFOLK
COUNTY

Town of Riverhead
REPORTING AGENCY

REPORTING PERIOD

1. Total number of persons arrested and charged with a violation of 1192. ____

2. Total number of charges for:
a. 1192.1 ____
b. 1192.2 ____
c. 1192.2 and 1192.3 ____
d. 1192.3 ____
e. 1192.4 ____

3. Total number of persons arrested for Section 1192 violations by sex:
a. Male ____
b. Female ____

6. Total number of persons arrested for Section 1192 violations by day:
a. Sunday ____
b. Monday ____
c. Tuesday ____
d. Wednesday ____
e. Thursday ____
f. Friday ____
g. Saturday ____

7. Total number of persons arrested for Section 1192 violations by time intervals:
a. 6:01 AM to 6:00 PM ____
b. 6:01 PM to 9:00 PM ____
c. 9:01 PM to 12:00 AM ____
d. 12:01 AM to 3:00 AM ____
e. 3:01 AM to 6:00 AM ____

8. Total number of persons arrested for Section 1192 violations by age:

a. under 18 ____
b. 18 ____
c. 19 ____
d. 20 ____
e. 21-24 ____
f. 25-29 ____
g. 30-34 ____
h. 35-39 ____
i. 40-44 ____
j. 45-49 ____
k. 50-54 ____
l. 55-59 ____
m. 60-64 ____
n. 65-69 ____
o. 70 and over ____

9. Total number of persons arrested for Section 1192 violations by BAC Level:

a. Chemical test refusals: ____
b. Test administered - results not available: ____

Negative ____
.01 ____ .16 ____
.02 ____ .17 ____
.03 ____ .18 ____
.04 ____ .19 ____
.05 ____ .20 ____
.06 ____ .21 ____
.07 ____ .22 ____
.08 ____ .23 ____
.09 ____ .24 ____
.10 ____ .25 ____
.11 ____ .26 ____
.12 ____ .27 ____
.13 ____ .28 ____
.14 ____ .29 ____
.15 ____ >.30 ____

4/15/08

Town of Riverhead

Resolution # 335

Adopted

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-27.Wind Energy Systems.)

COUNCILMAN BUCKLEY offered the following resolution, which was seconded by COUNCILMAN WOOTEN:

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider the amendment of Chapter 108 entitled, "Zoning" of the Riverhead Town Code, once in the April 24, 2008 issue of the News Review, 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 the Town Clerk shall provide a copy of this resolution to the Office of the Town Attorney; the Building Department; Members of the Agricultural Advisory Committee; and Members of the Energy Advisory Committee.

THE VOTE

BUCKLEY YES ___ NO WOOTEN YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

4/15/08

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 20th day of May, 2008 at 7:05 p.m. at the Senior Center, 60 Shade Tree Lane, Aquebogue, New York, to consider a proposed local law to amend Chapter 108 of the Riverhead Town Code, entitled, "Zoning" as follows:

A Local Law entitled, "A Local Law in relation to Wind Energy Systems for Agricultural Uses".

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:

108-27 **Purpose and Intent** – This Local Law is designed to promote the safe, efficient and effective use of small wind energy systems attendant to bona fide agricultural operations. The Town Board finds it appropriate to encourage the development of these small wind energy systems to promote the reduction of on-site consumption of utility supplied electricity, while protecting from any adverse effects of such systems.

§ 108- 28. Definitions.

- A. FALL ZONE – The area, defined as the furthest distance from the tower base, in which a guyed tower will collapse in the event of a structural failure. The radius of the area is the same as the total height of the structure.
- B. SMALL WIND ENERGY SYSTEM -- A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity intended primarily to reduce on-site consumption of utility power.
- C. TOWER HEIGHT – The height above grade of the fixed portion of a tower that is part of a small wind energy system, exclusive of the wind turbine.

§ 108-29. Uses

Small wind energy systems shall be permitted on parcels greater than seven (7) acres in size, in the agricultural protection zone where such parcels are dedicated primarily to uses necessary for bona fide agricultural production, as defined in section 108-22(A).

§ 108-30. Application for Permit.

Applications for small wind energy systems shall be submitted to the Town of Riverhead Building Department and shall include:

- A. Name, address, telephone number of the applicant. If the applicant will be represented by an agent, the name, address and telephone number of the agent as well as an original signature of the applicant authorizing the agent to represent the applicant.
- B. Name, address, telephone number of the property owner. If the property owner is not the applicant, the application shall include a letter or other written permission signed by the property owner (i) confirming that the property owner is familiar with the proposed applications and (ii) authorizing the submission of the application.
- C. Address of each proposed tower site, including tax map section, block and lot number.
- D. Evidence that the proposed tower height does not exceed the height recommended by the manufacturer or distributor of the system.
- E. A plot plan on an approved property survey at 1' = 100' scale depicting the limits of the fall zone distance from structures, property lines, public roads and projected noise levels decibels (DBA) from the small wind energy system to nearest occupied dwellings.
- F. A line drawing of the electrical components of the system in sufficient detail to allow for a determination that the manner of installation conforms to the Electric Code of The Town of Riverhead and the New York State Building Code.

§108-31. Development standards.

- A. Tower Height. Tower height shall not exceed one-hundred twenty (120) feet.

To prevent harmful wind turbulence to the small wind energy system, the minimum height of the lowest part of any horizontal axis wind turbine blade shall be at least 30 feet above the highest structure or tree within a 250 foot radius. Modification of this standard may be made when the applicant demonstrates that a lower height will not jeopardize the safety of the wind turbine structure.

- B. Set-backs. Notwithstanding the provisions of the Bulk Schedule, the following standards shall apply to Small Wind Energy Systems:

- 1. A small wind energy system shall be set back from a property line a distance no less than the total height of small wind energy system plus ten (10) feet.
- 2. No part of the wind system structure, including guy wire anchors, may extend closer than ten (10) feet to the property boundaries of the installation site.
- 3. A small wind energy system shall be set-back from the nearest public road

a distance no less than the total height of the small wind energy system, plus ten (10) feet, and in no instance less than one hundred (100) feet.

- C. Noise. Small wind energy systems shall not exceed 60 DBA, as measured at the closest neighboring inhabited dwelling at the time of installation. The level, however, may be exceeded during short-term events such as utility outages and/or severe wind storms.
- D. Compliance with NYS Uniform Building Code. Building permit applications for small wind energy systems shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of the tower showing compliance with the New York State Uniform Building Code and certified by a licensed professional engineer shall also be submitted. This requirement may be satisfied by documentation presented by the manufacturer.
- E. Compliance with National Electric Code. Building permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components on the plot plan in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code. This requirement may be satisfied by documentation supplied by the manufacturer.
- F. Compliance with FAA Regulations. Small wind energy systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports. The allowed height shall be reduced to comply with all applicable Federal Aviation Requirements, including Subpart B (commencing with Section 77.11) of Part 77 of Title 14 of the code of Federal Regulations regarding installations close to airports.
- G. Utility Notification. No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

§108-32. Construction standards.

- A. Exterior lighting on any structure associated with the system shall not be allowed except that which is specifically required by the Federal Aviation Administration.
- B. The system's tower and blades shall be a non-reflective, unobtrusive color that blends the system and its components into the surrounding landscape to the greatest extent possible and incorporate non-reflective surfaces to minimize any visual disruption.
- C. All on-site electrical wires associated with the system shall be installed underground except for "tie-ins" to a public utility company and public utility company transmission poles, towers and lines.
- D. At least one sign shall be posted on the tower at a height of five feet warning of potential electrical shock or high voltage and potential harm from revolving machinery.

- E. No brand names, logo or advertising shall be placed or painted on the tower, rotor, generator or tail vane where it would be visible from the ground, except that a system or tower's manufacturer's logo may be displayed on a system generator housing in an unobtrusive manner.
- F. Towers shall be constructed to provide one of the following means of access control, or other appropriate method of access:
 - 1. Tower-climbing apparatus located no closer than 12 feet from the ground.
 - 2. A locked anti-climb device installed on the tower.
 - 3. A locked, protective fence at least six feet in height that encloses the tower.
- G. Anchor points for any guy wires for a system tower shall be located within the property that the system is located on and not on or across any above-ground electric transmission or distribution lines. The point of attachment for the guy wires shall be sheathed in bright orange or yellow covering from three to eight feet above the ground.
- H. All small wind energy systems shall be equipped with manual and automatic over-speed controls. The conformance of rotor and over-speed control design and fabrication with good engineering practices shall be certified by the manufacturer.

§108-33. Fees.

- a. The Building Department fee for small wind energy system applications shall be \$250.00.

§108-33.1. Abandonment of Use.

All small wind energy systems which are not used for twelve (12) successive months shall be deemed abandoned and shall be dismantled and removed from the property at the expense of the property owner. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit shall constitute grounds for the revocation of the permit by the Building Department.

§108-33.2. Enforcement; Penalties and Remedies for Violations.

- A. The Building Inspector, Code Enforcement Officer and Town Attorney shall have authority to enforce this Article.
- B. Any person owning, controlling or managing any building, structure or land who shall undertake a wind energy conversion facility or wind monitoring tower in violation of this Article or in noncompliance with the terms and conditions of any permit issued pursuant to this Article, or any order of the enforcement officer, and any agent who shall assist in so doing, shall be guilty of an offense and subject to a fine of not more than \$1000.00 or to imprisonment for a period of not more than 30 thirty days, or subject to both such fine and imprisonment.

Every such person shall be deemed guilty of a separate offense for each week such violation shall continue. The Town may institute a civil proceeding to collect civil penalties in the amount of \$1000.00 for each violation and each week said violation continues shall be deemed a separate violation.

- C. In case of any violation or threatened violation of any of the provisions of this Article, including the terms and conditions imposed by any permit issued pursuant to this Article, in addition to other remedies and penalties herein provided, the Town may institute any appropriate action or proceeding to prevent such unlawful erection, structural alteration, reconstruction, moving and/or use, and to restrain, correct or abate such violation, to prevent the illegal act.

SECTION 108-33.3

Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

EFFECTIVE DATE.

This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law.

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

BARBARA GRATTAN, Town Clerk

April 15, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 336

AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCIES DEMOLITION OF STRUCTURE AT 1114 WOODCREST AVENUE

~~COUNCILMAN WOOTEN~~ offered the following resolution which

was seconded by COUNCILWOMAN BLASS

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorizes the Town Clerk to post and publish the attached Notice to Bidders in the April 17, 2008 issue of the official Town newspaper for the Town of Riverhead Community Development Agencies Demolition of Structure at 1114 Woodcrest Avenue, Riverhead, New York; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Christine Kempner, Kenneth Testa, P.E., Christine Fetten, P.E., and George Woodson.

THE VOTE

Buckley	<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	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the, Riverhead, Town of Riverhead Community Development Agency Demolition of Structure at 1114 Woodcrest Avenue New York will be received by the Town of Riverhead the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am May 12, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about April 17, 2008 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Town of Riverhead Community Development Agency Demolition of Structure at 1114 Woodcrest Avenue" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

Due to the scope of work for this contract, the Town is scheduling a **Mandatory Pre-Bid Meeting** for May 2, 2008 at 10:00 AM at the site. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude.

PLEASE TAKE FURTHER NOTICE THAT the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lower bidder.

The Town of Riverhead reserves the right to reject any and all bids.

BY THE ORDER FO THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, New York 11901

Dated: April 15, 2008

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 337

ADOPTS A LOCAL LAW AMENDING CHAPTER 10 ENTITLED "CIVIL CLAIMS" OF THE RIVERHEAD TOWN CODE

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 10 entitled "Civil Claims", §10-1 entitled "Compliance required" and §10-2 entitled "Activities covered", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 1st day of April, 2008 at 2:15 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 10 entitled "Civil Claims", §10-1 entitled "Compliance required" and §10-2 entitled "Activities covered", 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 E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY 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 10 entitled "Civil Claims", §10-1 entitled "Compliance required" and §10-2 entitled "Activities covered", of the Riverhead Town Code at its regular meeting held on April 15, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

§10-1. Compliance required.

No civil action shall be maintained against the Town of Riverhead, the Town of Riverhead Water District, the Town of Riverhead Sewer District, the Town of Riverhead Scavenger Waste District, the Town of Riverhead StreeLighting District, the Town of Riverhead Industrial Development Agency, Riverhead Housing Development Corporation, Riverhead Multifamily Housing Corporation, the Riverhead Parking District, the Community Development Agency, ~~and the Riverhead Business Improvement District and the Accessory Apartment Review Board~~ unless the requirements of this chapter are fully met.

§10-2. Activities covered.

No civil action shall be maintained against the Town of Riverhead or any of the agencies mentioned in §10-1 herein from damages or injuries to persons or property sustained by reason of any defect in the condition, maintenance or design of any property (including easements and rights-of-way and leased lands) highway, bridge, culvert, curb, catch basin, recharge area, fencing, sidewalk; sewer, manhole, main or appurtenance; water meter, main or appurtenance; curb, any missing highway sign or the failure to provide, by ordinance or otherwise, for the erection of any highway sign; the granting or refusal to grant any building permit, special permit, site plan approval, curb cut, variance, subdivision, ~~or special exception; or accessory apartment permit;~~ park, playground, beach, wharf, dock, marina, community hall; unless written notice of such defective, unsafe, dangerous or obstructed condition shall be filed with the Town Clerk at least 15 calendar days prior to the event giving rise to the alleged claim.

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

Dated: Riverhead, New York
April 15, 2008

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

BARBARA GRATTAN, Town Clerk

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 338

ADOPTS A LOCAL LAW AMENDING CHAPTER 18 ENTITLED "CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by

COUNCILMAN BUCKLEY:

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 18 entitled "Code of Ethics", §18-10 entitled "Annual financial disclosure statement", of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 1st day of April, 2008 at 2:20 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 18 entitled "Code of Ethics", §18-10 entitled "Annual financial disclosure statement", 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 E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY 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 18 entitled "Code of Ethics", §18-10 entitled "Annual financial disclosure statement", of the Riverhead Town Code at its regular meeting held on April 15, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

§18-10. Annual financial disclosure and conflict statement.

- A. Town officers and employees required to file an annual financial and conflict disclosure statement. All elected officials, all Town Department Heads, Planning Board members, Zoning Board of Appeals members, Deputy Town Supervisor, Town Attorney, Deputy Town Attorneys, persons who are certified as Code Enforcement Officials as provided by Title 19 of the New York Code of Rules and Regulations Part 434, Building Inspectors, the Farmland Preservation Committee, the Open Space/Park Preserve Committee, Accessory Apartment Review Board members, and certain Town officers and employees and members of appointed boards and committees, as determined by the Town Board by resolution, are required to file a signed annual financial disclosure and conflict statement, which must be signed by the individual Town officer or employee.

- Underline represents addition(s)

Dated: Riverhead, New York
April 15, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

4/15/08

Adopted

TOWN OF RIVERHEAD

Resolution # 339

**MEMORIALIZING RESOLUTION TO SUPPORT THE
HAMPTONS COLLEGIATE BASEBALL LEAGUE PROJECT**

~~COUNCILMAN BUCKLEY~~ offered the following resolution, was seconded by

~~COUNCILMAN WOOTEN~~

WHEREAS, the Hamptons Collegiate Baseball League is a project with the goal of creating a summer collegiate baseball league in the Hamptons, using the blueprint of the highly successful Cape Cod League; and

WHEREAS, the Cape Cod League attracts the nations elite collegiate ballplayers and gives them the opportunity to showcase their talents in front of scouts from Major League teams; and

WHEREAS, these athletes not only demonstrate extraordinary talent on the field, but also provide a real inspiration to the youth of the communities in which they play by displaying the dedication and focus it takes to get to the next level: Major League Baseball; and

WHEREAS, the Hamptons Collegiate Baseball League will bring exciting, affordable family entertainment to the local communities of the East End, and will attract both local and summer residents as spectators to a summer evening's entertainment provided by our great American pastime; and

WHEREAS, the concept of the Hamptons Collegiate Baseball League program was favorably received by the Town Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby memorializes its support of the Hamptons Collegiate Baseball League project.

*Anty - Dep
Executive
Slate*

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution No. 340

**Authorizes Town Clerk to Publish and Post Notice of Public Hearing
Special Use Permit Petition of Fastenal Company**

COUNCILMAN WOOTEN offered the following resolution which
was seconded by COUNCILWOMAN BLASS

WHEREAS, the Riverhead Town Board is in receipt of a Special Permit petition Fastenal Company to allow the wholesale business use of premises located at Kroemer Avenue, Riverhead; such real property more particularly described as SCTM 0600-119-1-28.7, and

WHEREAS, the Town Board desires to hold a public hearing on this matter at this time,
now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached public notice in the official newspaper of the Town of Riverhead.

THE VOTE

DUNLEAVY YES ___ NO BUCKLEY YES ___ NO

BLASS YES ___ NO WOOTEN YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION WAS ___ WAS NOT
THEREFORE DULY 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 of Riverhead at the Senior Citizen/Human Resource Center at 60 Shade Tree Lane, Aquebogue, New York, on the 20th day of May 2008 at 7:15 o'clock pm, to consider the use of premises located at Kroemer Avenue, Riverhead as a wholesale business use; such real property more particularly described as SCTM No. 0600-119-1-28.7.

Dated: Riverhead, New York

Date: April 15, 2008

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

April 15, 2008

TOWN OF RIVERHEAD

Adopted

Resolution No. 341

**Authorizes Town Clerk to Publish and Post Notice of Public Hearing
Special Use Permit Petition of 400 Restoration Realty, LLC
(Jedidiah Hawkins Country Inn)**

COUNCILWOMAN BLASS

offered the following resolution which

was seconded by _____

COUNCILMAN DUNLEAVY

WHEREAS, the Riverhead Town Board is in receipt of a Special Permit petition from Jeffrey Hallock pursuant to Article XXVIA of the Riverhead Town Code for the use of the renovated third floor of an existing Country Inn as habitable space for overnight occupancy on a 2.9 acrea parcel zoned Rural Corridor (RLC); such property more particularly described as SCTM 0600-69-2-10, and

WHEREAS, a Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, by Resolution Number 359 of 2007, the Riverhead Town Board did determine the action to be Type II pursuant to 6NYCRR Part 617, and

WHEREAS, the Special Use Permit Petition has been referred to the Riverhead Planning Board; such Planning Board recommending the granting of the subject Special Use Permit, and

WHEREAS, the Town Board desires to hold a public hearing on the matter at this time, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing.

THE VOTE

DUNLEAVY YES ___ NO BUCKLEY YES ___ NO

BLASS YES ___ NO WOOTEN YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION WAS ___ WAS NOT
THEREFORE DULY 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 of Riverhead at the Senior Citizen/Human Resource Center at 60 Shade Tree Lane, Aquebogue, New York, on the 20th day of May 2008 at 7:10 o'clock pm, to consider the special permit petition of 400 Restoration Realty to allow the use of an existing third story premises located at the So. Jamesport Avenue, Jamesport, New York; such real property more particularly described as SCTM No. 0600-69-2-10.

Dated: Riverhead, New York

Date: April 15, 2008

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

04/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 342

AUTHORIZES THE SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH THE RIVERHEAD CENTRAL SCHOOL DISTRICT

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by COUNCILMAN BUCKLEY .

WHEREAS, the Town of Riverhead Youth Bureau wished to apply with the Riverhead Central School District for a grant for a "Dine and Discuss" program to be conducted by both agencies, and

WHEREAS, the Town of Riverhead recognizes the need for such programs and wishes to partner with RCSD on the grant,

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with the Riverhead Central School District, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Financial Administrator, Youth Bureau, Town Attorney and School Superintendent.

THE VOTE

Buckley	<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	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

RIVERHEAD CENTRAL SCHOOL DISTRICT

700 Osborne Avenue
Riverhead, NY 11901-2996
FAX (631) 369-6816 · www.riverhead.net

Dr. Diane B. Scricca
Superintendent of Schools
(631) 369-6717



Nancy Carney
Assistant Superintendent for Curriculum & Instruction
(631) 369-6714

Lynn M. Kobylenski
Assistant Superintendent for Business
(631) 369-6708

Joseph Ogeka, Jr.
Assistant Superintendent for Personnel & Community Services
(631) 369-7157

Full Service Community Schools Grant Memorandum of Agreement between Riverhead School District and Riverhead Youth Bureau

The Riverhead Youth Bureau and Riverhead School District have agreed to assume and perform the following roles and responsibilities in the administration of the Full Service Community Schools grant during the 2008-2013 School Years. The goals of the program are to provide a Full Service Community Schools Program of the highest quality for the participating students.

I. Joint Responsibilities of the School and Partnering Agency:

Riverhead Youth Bureau (RYB) and Riverhead School District will work collaboratively on the planning and implementation of the programming outlined below.

Riverhead School District will work in close contact with staff from RYB to make referrals of "at risk" youth that would benefit from youth and family services. Once identified, both Riverhead School District and RYB will work collaboratively to screen and interview these students for the programs.

The program will be monitored by both RYB and Riverhead School District staff to ensure all policies and procedures of both organizations are followed and to monitor progress in meeting program goals/objectives. In addition, there will be regular communication between Riverhead School District and RYB, including but not limited to, meetings between RYB and School District staffs.

At the end of each school year of the program, RYB will provide any necessary data to evaluate the success of the program and assess the impact of the services. This data will be used in discussion between the two partners to assist in the planning, improvement and implementation of the program.

II. Responsibilities of the Partnering agency:

RYB will provide:

"Dine & Discuss" – A ten week program engaging 20 parents and their children in grades K-2 in weekly dinner workshops during which parents meet with community members, neighbors, professionals and officials to learn of and get connected to need support services in the community for themselves and their children, while their children are engaged in the "Woven Word: Early Literacy for Life Program," a research-based intervention to assist children develop needed literacy skills. This ten week program will be provided ~~2 times~~ ^{once} per year by RYB staff specially trained to facilitate such workshops and implement the literacy curriculum.

Other responsibilities to include:

Notifying the school of any problems/concerns in a timely fashion

Tracking student/family attendance and enrollment weekly

Providing Riverhead School District with proper reports and financial information in a timely manner

Maintaining appropriate insurance coverage

Ensuring respectful treatment of school property

III. Responsibilities of the School

Phillips Avenue and Roanoke Avenue Elementary Schools will assist in recruitment of student participants

The schools will assure the availability of clean spaces for the program and any other resources needed to operate the program

Financial reimbursement to RYB per the Full Service Community Schools Grant provisions at a total of \$24,080 for year one with moderate increments each year of the five year grant period.

Agreed on this day, _____, by	
(Month/day/year)	
_____ (Name of Partnering Agency)	 (Signature of Executive Director)
_____ (Name of School District)	_____ (Signature of District Superintendent)

Aquebogue Elementary School • Phillips Avenue Elementary School • Pulaski Street Elementary School • Riley Avenue Elementary School •
Roanoke Avenue Elementary School • Riverhead Middle School • Riverhead High School

April 15, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 343

AUTHORIZES DUNN ENGINEERING ASSOCIATES, P.C. TO PROCEED WITH GRANGEBEL PARK NORTH SPILLWAY DESIGN, SPECIFICATION AND PERMITTING PROCESS

COUNCILMAN BUCKLEY offered the following resolution which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town of Riverhead wishes to proceed with the design, specifications and permitting for the construction of the north spillway repairs at Grangebel Park for ecosystem revitalization and stabilization of the existing deteriorated spillway; and

WHEREAS, the Town has obtained a structural assessment to satisfy the requirements of the New York State Department of Environmental Conservation which will allow the Town to proceed with an application of a permit to reconstruct; and

WHEREAS, Dunn Engineering Associates, P.C. has submitted a proposal to perform the design, prepare the specifications, plans and permitting process for the reconstruction of the North Spillway.

NOW, THEREFORE, BE IT RESOLVED, Dunn Engineering Associates, P.C. be and is hereby authorized to proceed with Part IV to provide preliminary construction costs for the remediation options in the lump sum amount of \$2,100, Part V to provide final plans and specifications for the recommended option of the Town of Riverhead for the North Spillway for the lump sum amount of \$31,000, Part VI to apply for and obtain the required DEC and Dam Safety permits for the lump sum amount of \$8,300; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Engineer to secure a Town of Riverhead Purchase Order in the amounts listed above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to enter into the attached Town of Riverhead Consultant/Professional Services Agreement with Dunn Engineering Associates, P.C.; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to forward a certified copy of this resolution to Dunn Engineering Associates, P.E., 66 Main Street, Westhampton Beach, NY 11978 and forward a copy to the Engineering Department, Community Development Agency, Purchasing Department and the Office of Accounting.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 4th day of April, 2008 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, Dunn Engineering Associates, P.C., a corporation existing under the laws of the State of New York with a principal place of business at 66 Main Street, Westhampton Beach, New York 11978, ("Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on 1/15/2008 [date] and terminate on 8/15/2008 [date].

3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee (performance based contract) or at the rate (hourly fee based contract) set forth in the attached schedule. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

8. RECORDS

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

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is

required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Mr. Ken Testa, PE , 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dunn Engineering Associates, P.C. *[name and address]*.

11. COMPLIANCE WITH LAWS

66 Main Street, Westhampton Beach, NY 11978

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

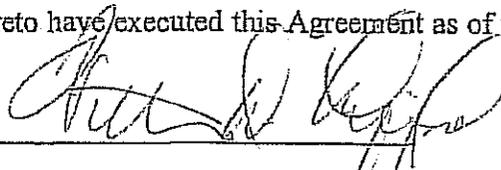
15. DISPUTES

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

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

by:

Town Of Riverhead
200 Howell Avenue
Riverhead, New York



William D. Lifford, P.E., Vice President
Vice President
Dunn Engineering Associates, P.C.
66 Main Street
Westhampton Beach, New York 11978

4/15/08

TOWN OF RIVERHEAD

Adopted

Resolution # 344

AUTHORIZES SELLING OF THE 2008 BEACH PERMITS BY WARREN'S TACKLE CENTER, FISHERMAN'S DELI AND ANGELO'S BAKERY PIZZA

_____ ~~COUNCILMAN WOOTEN~~ offered the following resolution,

which was seconded by _____ **COUNCILWOMAN BLASS**

WHEREAS, Warren's Tackle Center, located at 548 Main Road, Aquebogue, NY 11931 and Fisherman's Deli, located at 1315 West Main Street, Riverhead, NY 11901, request to sell South Jamesport boat ramp permits, annual and daily non-resident beach permits at their facilities from April 16, 2008 through December 31, 2008 without any reimbursement or services being charged.

WHEREAS, Angelo's Bakery Pizza, located at 17 Saint Andrews Path and Hulse Landing Road, Wading River, request to sell annual South Jamesport boat ramp, resident, senior resident, annual and daily non-resident beach permits at their facilities from April 16, 2008 through December 31, 2008 without any reimbursement or services being charged.

NOW THEREFORE BE IT RESOLVED, the Town Board of Riverhead hereby authorizes Warren's Tackle Center and Fisherman's Deli to sell South Jamesport boat ramp permits, annual and daily non-resident beach permits at prices set by the Riverhead Recreation Department.

NOW THEREFORE BE IT RESOLVED, the Town Board of Riverhead hereby authorizes Angelo's Bakery Pizza to sell South Jamesport boat ramp, resident, senior resident, annual and daily non-resident beach permits at prices set by the Riverhead Recreation Department.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Warren's Tackle Center, Fisherman's Deli and Angelo's Bakery Pizza.

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFFORE DULY ADOPTED

04/15/08

TOWN OF RIVERHEAD

Tabled

Resolution # 345

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH H2M GROUP

COUNCILWOMAN BLASS offered the following resolution, was seconded by COUNCILMAN DUNLEAVY :

WHEREAS, the Town of Riverhead may from time to time enter into professional service agreements with various professionals, and

WHEREAS, the Town of Riverhead recognizes the continued need to utilize the services of a professional engineering services firm in connection with the rehabilitation, expansion, operation and maintenance of the facilities of the Riverhead Water District, Calverton Sewer District, Riverhead Scavenger Waste District and at times other Town Departments; and

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with H2M; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Dennis Kelleher, P.E., Richard A. Ehler, Esq., William Rothaar, Financial Administrator, Michael Reichel, Superintendent Riverhead Sewer District, Gary Pendzick, Superintendent of Town of Riverhead Water District, Town of Riverhead CDA, the office of the Town Attorney

THE VOTE					
Buckley	<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	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
THE RESOLUTION <input type="checkbox"/> WAS <input type="checkbox"/> WAS NOT					
THEREFORE DULY ADOPTED					

Town Attorney: authorize execution of agreement with H2M

Tabled

THIS AGREEMENT, made this _____ day of _____, 20 ____, by and between the TOWN OF RIVERHEAD, hereinafter sometimes referred to as the TOWN, a municipal corporation of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, New York 11901, acting by and through the TOWN BOARD, hereinafter sometimes referred to as the BOARD, party of the first part, and HOLZMACHER, McLENDON & MURRELL, P.C. (H2M), having their principal office at 575 Broad Hollow Road., Melville, NY 11747, hereinafter referred to as the ENGINEER, party of the second part, WITNESSETH:

WHEREAS, the BOARD recognizes the continued need to utilize the services of a professional engineering services firm, in connection with the rehabilitation, expansion, operation, and maintenance of the facilities of the RIVERHEAD WATER DISTRICT; RIVERHEAD SEWER DISTRICT; CALVERTON SEWER DISTRICT; RIVERHEAD SCAVENGER WASTE DISTRICT; and at time other TOWN DEPARTMENTS; and,

WHEREAS, HOLZMACHER, McLENDON & MURRELL, P.C. have been engaged by the TOWN and DISTRICTS for more than 50 years on engineering and related matters, and are staffed with skilled and adequate personnel;

NOW, THEREFORE, the TOWN and the ENGINEER, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

A. TERMS OF AGREEMENT

This agreement shall commence on _____, ____, 2008. The parties may, by agreement in writing and by Resolution of the Town Board, renew the terms and conditions thereof on an annual basis.

B. SCOPE OF SERVICES:

1. GENERAL CONSULTATION SERVICES -

(a) The ENGINEER agrees to provide engineering consultation services and assist the SUPERVISOR, TOWN BOARD, SUPERINTENDENT, and other personnel by general discussions and review of TOWN matters; assist the SUPERVISOR, BOARD, SUPERINTENDENT, and other personnel by general discussions and review of TOWN problems, consumer inquiries and complaints, operations, budgets, policies, and future requirements of the TOWN.

2. SPECIAL ENGINEERING STUDIES AND REPORTS -

(a) The ENGINEER agrees to provide professional services in preparation of studies and engineering reports that are required for special or DISTRICT-wide projects or improvements on water supply, sewage treatment, collection, water storage, distribution and administration; for submissions to regulatory agencies and organizations; for operation and maintenance; for review of TOWN ordinances; and in connection with area-wide water and wastewater resources management.

3. CONSTRUCTION AND REPAIR PROJECTS -

The ENGINEER agrees to provide the following services for each contract in connection with new construction projects and repair projects, including plants, pumping stations, wells, storage facilities, water and sewer mains and appurtenances:

(a) Preliminary and Design -

- (1) Participate in discussions and prepare conceptual design and preliminary cost estimates.
- (2) Prepare detailed plans and specifications for primary and alternate type work, including Instructions for Bidders, Bid Proposals, General Specifications, General Conditions, Technical Specifications, and Contract Documents for each contract after coordination with and notification to State Labor Department; applicable Highway Department; Gas, Electric, and Telephone Utility Companies and Town Building Department. Provide electronic copy of plans and specifications to TOWN for public bidding.
- (3) Prepare Notice to Bidders after coordination with TOWN on bid date, send to official newspapers, and notify potential bidders. The TOWN shall pay for the cost of advertising.
- (4) Attend bid openings, prepare bid tabulation sheets with unit, lump sum, and total prices for all bidders; check bid for irregularities and unbalanced bids.
- (5) Check references of low bidder, as required. References shall include such references as the TOWN may require. Prepare a "Letter of Recommendation" for award by TOWN; and, if applicable, notify developer of cost in order to place funds in escrow.

(6) Conform five (5) sets of plans and contract documents with unit, lump sum, and total prices for the attorney to complete signing.

(7) Notify State Labor Department and contractor of award.

(b) During Construction -

(1) Contract administration and other office services during construction for the agreed upon schedule; coordination with TOWN, contractor, and ENGINEER field personnel to ensure conformance with plans, specifications, and other contract documents.

(2) Schedule preconstruction meetings with the contractor and DISTRICT SUPERINTENDENT or appointed TOWN representative.

(3) Review shop drawings submitted by contractor.

(4) Prepare partial certificates of completion for payment that shall constitute a representation to the TOWN by the ENGINEER that the work has progressed to the point indicated and that the quality of the work is in accordance with the contract documents. Review and approve the contractor's affidavits and the vouchers for contractor payment.

4. ADDITIONAL SERVICES -

(a) The ENGINEER agrees to provide the following services when needed by the TOWN or the SUPERINTENDENT of the specific TOWN.

- (1) Resident or detailed inspection of construction, dependent upon TOWN's availability of inspection personnel; attend construction meetings with the contractor and TOWN SUPERINTENDENT or appointed TOWN representative; reinspection one (1) year after final payment request and prior to bond expiration; witness performance, leakage, and bacteriological tests; make final inspection and prepare the final certification of completion for payment, if the project has been completed in accordance with the contract documents. The ENGINEER shall not, however, be held responsible for the contractor's failure to perform the work in accordance with the contract documents, unless attributed to a design error.
- (2) Surveying, topographical work, stakeout or re-stakeout of construction, and related office computation and drafting; negotiations and plans for easements and land acquisition.
- (3) Revisions to drawings or specifications that have been previously approved, including revisions during construction in conjunction with change orders.
- (4) Preparation of plans, specifications, and bid documents for alternate proposals or for rebidding the project.

- (5) Preparation of application and exhibits for financial aid and for agency approvals of project.
- (6) Preparation of record maps for new projects and valve location maps on standards sheets.
- (7) Preparation of valve schedule and TOWN distribution map update or revisions.
- (8) Preparation for and meetings with TOWN, highway authority, and utility personnel in regard to field locations of TOWN facilities.
- (9) Preparation for and meetings with either developers or builders of commercial or industrial buildings in regard to fire flow, services, backflow prevention controls, sewage flow, etc.
- (10) Preparation of advance plans and specifications for the Suffolk County Department of Health Services on subdivision maps to be filed by the developer (to be paid from developer's escrow funds).
- (11) Preparation of specifications for chemicals and other material bids.
- (12) Preparation of submission for annual water supply statement and consumer confidence reports, and other requirements of various regulatory agencies.

- (13) Final inspection of construction after one (1) year including office coordination on the release of bonds, trench inspections, etc.
- (14) Assistance with start-up services on new or repaired equipment and facilities.
- (15) Preparation of Operation and Maintenance Manuals.
- (16) Preparation of Environmental Assessment forms and Draft Environmental Impact Statements (DEIS), as required for TOWN projects.
- (17) Preparation and submission of applications for agency approval [New York State DEC and Health Department, Suffolk County Department of Health Services, Town Fire Marshal, Town Building Department] including required revisions and resubmissions. Preparation and submission of New York State Department of Environmental Conservation Well Permit applications and Discharge Permit applications.
- (18) Preparation of Energy Audit as required by either regulatory agencies or TOWN. Preparation of permit applications for LIPA, gas service or electric service.
- (19) Preparation and attendance at various hearings, civic associations and other meetings in regard to TOWN facilities, water quality, and other TOWN matters.

C. **COMPENSATION FOR SERVICES:**

Payment for services under this agreement shall be either on a lump sum basis, hourly rates with a maximum fee or based on a percentage of construction as described below:

1. LUMP SUM –

Should the scope of services of a specific project be well defined, the ENGINEER will submit to the TOWN a lump sum fee proposal for the specific assignment.

2. HOURLY RATES –

If the scope of work of a specific project or assignment is not well defined and for construction inspection and additional services, the fee shall be based on hourly rates of remuneration. Hourly rates shall be calculated as payroll cost (salary plus fringe calculated at 37%) plus 1.35 times total payroll cost for overhead and profit allowance. The ENGINEER will provide a salary schedule for each job classification on as presented in Attachment "A". Updated salary schedule can be submitted on an annual basis.

3. PERCENT OF CONSTRUCTION –

For design and construction projects the fee shall be based on a percentage of construction in accordance with the engineering industry derived fee curve presented in Attachment "B" and as follows:

- (1) Payable on each construction contract bid in accordance with the following:

- (i) For preliminary and detailed design, preparation of plans, specifications and other bidding documents, the fee shall be Seventy-five Percent (75%) of the total engineering fee per individual contract construction cost computed in accordance with the Fee Curve as presented in Attachment "B" that follows.
 - (ii) The "during construction" fees shall be Twenty-five Percent (25%) of the total engineering fee per individual contract construction cost, computed in accordance with Fee Curve as presented in Attachment "B". This fee shall be due as construction progresses and in proportion to the progress as certified.
 - (iii) For any construction contract where the construction cost is less than \$50,000, the fee schedule shall be at hourly rates.
 - (iv) Construction observation services shall be provided based on an hourly rate of payroll costs plus a multiple of 1.35 as explained in Section C.2.
- (2) Additional Work - Where additional work is authorized after award or where alternate designs represent substantial additional work, a design fee shall be included for these amounts at the same percentage as derived above.

- (3) Existing Facilities - Where projects involve either the modification, renovation or repair of existing plants and structures, the fee shall be increased by a factor of 1.5, except when done on per diem rates.
- (4) Progress Payments - At no less than monthly intervals, the ENGINEER shall present a progress payment claim for professional services performed during the period under the agreement for each contract or authorization.

4. REIMBURSABLE EXPENSES -

(a) Reimbursable expenses are in addition to compensation to ENGINEER for basic and additional services and include expenditures made by the ENGINEER, its employees or its consultants, related to TOWN projects ordered by the BOARD:

- (1) Expense of transportation subsistence and lodging when traveling in connection with the project, as required or requested by the TOWN.
- (2) Expense of messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the project or to expedite projects.
- (3) When authorized in advance by the TOWN, expenses of overtime work requiring higher than normal rates. Overtime work shall be defined as any time more than eight (8) hours per day on Town projects or work performed on weekends, the overtime shall be 1.5 times normal rate.

(4) Soil borings and soil testing; asbestos testing; permit fees.

(5) Expense of preparing perspectives, renderings or models.

(b) Payment for reimbursable expenses shall be at cost.

D. THE TOWN AND ENGINEER MUTUALLY AGREE TO THE FOLLOWING:

1. EXTENT OF AGREEMENT -

This AGREEMENT represents the entire AGREEMENT between the TOWN and the ENGINEER and supersedes all prior negotiations, representations or agreements either written or oral. This AGREEMENT may be amended only by written instrument signed by both the TOWN and the ENGINEER.

2. GOVERNING LAW -

Unless otherwise specified within this AGREEMENT, the law of the State of New York shall govern this AGREEMENT.

3. INVALID PROVISIONS -

In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

4. GENERAL -

(a) If a dispute arises out of any of the provisions contained herein, the Engineer and the TOWN agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

(b) Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

(c) The ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions or to means, methods techniques, sequences or procedures required for the contractor to perform its work, but not relating to the final or completed structure. These services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, stockpiling of materials, any erection methods, and temporary bracing.

(d) The ENGINEER intends to render its services under this AGREEMENT in accordance with generally accepted professional practices for the intended use of the TOWN.

(e) Any opinion of the construction cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the TOWN. Since the ENGINEER has no control over the cost of labor and material, other competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the TOWN.

5. DELEGATION OF DUTIES -

Neither the TOWN nor the ENGINEER shall delegate its duties under this AGREEMENT without written consent of the other.

6. INSURANCE LIABILITY AND INDEMNITY -

(a) ENGINEER's Insurance - The ENGINEER shall acquire and maintain statutory Workers Compensation Insurance coverage, employer's liability, comprehensive general liability insurance coverage, and comprehensive automobile liability insurance coverage. When required, each policy shall name the TOWN and specific DISTRICT as a party insured. The ENGINEER shall also acquire and maintain professional liability insurance coverage. The general liability policy shall contain minimum limits of \$1,000,000. combined for bodily injury and property damage. and \$1,000,000 personal injury. The comprehensive automobile liability policy shall contain minimum limits of \$500,000. combined for bodily injury and property damage. The Engineer shall also maintain a \$5,000,000 umbrella policy in addition to the limits described above. The professional liability policy shall contain minimum limits of \$2,000,000. aggregate per year. Should the Engineer subcontract any of the work, all subcontractors shall also be required to comply with the same insurance requirement.

(b) Contractor's Insurance - Prior to the commencement of the work, the TOWN shall require the contractor and any subcontractors to submit evidence that it (they) have obtained for the period comprehensive general liability insurance coverage (including

completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of or in conjunction with the performance of the work under the construction contract and have a limit of not less than \$1,000,000. for all damages arising out of bodily injury, sickness or death of one person, and an aggregate of \$1,000,000. for damages arising out of bodily injury, sickness or death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000. for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the construction contract and in any one occurrence including explosion, collapse, and underground exposure.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of Article D.6(c). The comprehensive general liability insurance will include as additional named insured: the TOWN, the ENGINEER, and each of their officers, agents, and employees.

(c) The TOWN will require that any contractor or subcontractors performing work in connection with drawings and specifications produced under this AGREEMENT to hold harmless, indemnify and defend the client, the ENGINEER and their consultants and each of their officers, agents and employees for any and all liability claims, losses or damage, including the costs, expenses, and reasonable attorney fees on account thereof, arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the TOWN, the ENGINEER, their consultants or their officers, agents, and employees.

7. RESIDENT CONSTRUCTION REVIEW SERVICES -

(a) If requested by the TOWN or recommended by the ENGINEER and approved in writing by the TOWN, the ENGINEER shall provide one or more full-time

resident project representative(s) in order to render more extensive representation to the project site during the construction phase. The TOWN shall pay for such resident construction review services as described in Article C.2, as defined within this AGREEMENT. The limits of the TOWN, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

(b) By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the TOWN against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

8. OWNERSHIP OF DOCUMENTS -

Upon completion of the work and payment in full in accordance with the agreement to the ENGINEER for the services or on the default of the ENGINEER, the ENGINEER shall render copies of all drawings, specifications, and other products to the TOWN. The TOWN agrees that use of the ENGINEER's work products in any manner other than those for which the work product was specifically intended shall be at the TOWN's sole risk and the TOWN agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses, including attorney's fees arising out of such other use of the ENGINEER's work product, including the suits and claims of third parties.

9. TERMINATION OF CONTRACT -

The TOWN shall have the right to postpone, delay, suspend, reduce in scope or terminate the services for which the ENGINEER is herein engaged at any time for any reason deemed to be in the TOWN's interest.

Either party may terminate this AGREEMENT by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this AGREEMENT by the other party through no fault of the terminating party. If this AGREEMENT is terminated, the ENGINEER shall be paid for services performed to the termination notice date including reimbursable expenses due.

E. THE TOWN FURTHER AGREES TO PERFORM OR PROVIDE THE FOLLOWING:

1. ACCESS TO THE WORK -

The TOWN shall assure access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys, stakeouts, and inspections in the development and implementation of the contracted work.

2. CONSIDERATION OF THE ENGINEER'S WORK -

The TOWN shall give thorough consideration to all reports, sketches, estimates, drawings, specifications proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER. The TOWN expects timely submission of documents for its consideration.

3. LEGAL REQUIREMENTS -

~~The TOWN shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the work, and pay all costs incident thereto.~~

4. PROPOSALS -

The TOWN shall advertise for proposals from bidders, open the proposals at the appointed time, and place and pay for all costs incidental thereto.

5. TOWN'S REPRESENTATIVE -

The TOWN representative, unless otherwise directed by the BOARD, shall be the SUPERVISOR of the Town, SUPERINTENDENT of the specific TOWN or DISTRICT, or any Town Board member designated by the BOARD, any of whom shall have authority to transmit instructions, receive information, interpret and define TOWN policy and decisions with respect to the materials, equipment, and systems pertinent to the work covered by this AGREEMENT.

6. PAYMENTS TO ENGINEER -

The TOWN shall endeavor to make payments to the ENGINEER in a timely manner and within thirty (30) days after receipt by the TOWN of duly executed TOWN claim forms with supporting documentation.

7. SOILS DATA -

If required by a specific project, the ENGINEER will arrange for the TOWN to retain the services of a soil boring firm for soils testing and analysis including, but not limited to, test borings, test pits, probing, percolation tests, all with appropriate professional interpretation. The soil boring firm will have a separate contract with the TOWN.

D. THE ENGINEER FURTHER AGREES TO PERFORM OR PROVIDE THE FOLLOWING:

1. WAIVER OF IMMUNITY AND GROUNDS FOR CANCELLATION OF CONTRACT -

The ENGINEER, in entering into this AGREEMENT, specifically agrees that the provisions of Sections 103-a and 103-b of the General Municipal Laws, which are hereby incorporated herein by reference, applies to this contract, and that the parties expressly covenant and agree that they and this contract are fully subject to the provisions of said laws.

2. COPYRIGHT OF PATENT INFRINGEMENT -

The ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of use of adoption of any designs, drawings or specifications supplied by the ENGINEER providing that the TOWN within thirty (30) days after receipt of any notice of infringement or of a summons in any action shall deliver said notice or summons in writing to the address herein given for the ENGINEER or to a subsequent address of the ENGINEER. The ENGINEER shall indemnify and hold harmless the TOWN from any and all demands, claims, damages, and expenses of every kind, including reasonable attorney's fees expended or incurred by the TOWN by reason of the claim of any person, firm or corporation of an alleged infringement of any copyright or patent by reason of use of adoption of any designs, drawings or specifications supplied by the ENGINEER.

3. INSURANCE OF ENGINEER -

The ENGINEER shall provide Workers Compensation Insurance coverage, employer's liability, comprehensive general liability insurance coverage, comprehensive automobile liability insurance coverage, and professional liability insurance coverage as detailed under Article B.6 (a).

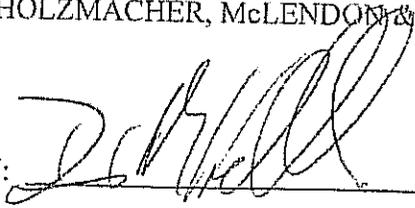
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed names, affixed their respective seals the day and year first above written.

TOWN: TOWN OF RIVERHEAD

BY: _____

Philip Cardinale, Supervisor

ENGINEER: HOLZMACHER, McLENDON & MURRELL, P.C.

BY:  _____

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

ENGINEERING
SERVICES AGREEMENT

ATTACHMENT "A"
SALARY SCHEDULE

**TOWN OF RIVERHEAD****Hourly Rate Schedule**

Effective 1/1/08

Job Title	Min Rate	Max Rate
ACCOUNTING PROJECT MGR	\$17.50	\$27.50
ACCT. PROJ. MGR TEAM LDR.	\$17.50	\$27.50
ADMINISTRATIVE ASSISTANT	\$16.88	\$25.00
ARCHITECTURAL INTERN	\$100.00	\$17.50
ARCHITECTURAL TECHNICIAN	\$17.50	\$25.00
CADD INTERN	\$10.00	\$16.88
CADD TECHNICIAN	\$13.13	\$25.00
CHIEF ARCHITECT	\$60.00	\$77.50
CHIEF CIVIL ENGINEER	\$52.50	\$77.50
CHIEF COATINGS INSPECTOR	\$40.00	\$55.00
CHIEF ELECTRICAL ENGINEER	\$52.50	\$77.50
CHIEF ENV PLANNER	\$43.75	\$65.00
CHIEF ENVIRONMENTAL ENG	\$52.50	\$77.50
CHIEF ENVIRONMENTAL SCI	\$50.00	\$65.00
CHIEF GEOLOGIST	\$43.75	\$65.00
CHIEF HYDROGEOLOGIST	\$43.75	\$65.00
CHIEF INSPECTOR	\$40.00	\$55.00
CHIEF MECHANICAL ENGINEER	\$52.50	\$77.50
CHIEF PLANNER	\$43.75	\$65.00
CHIEF SITE PLANNER	\$39.90	\$70.35
CHIEF SOLID WASTE ENG	\$52.50	\$77.50
CHIEF STRUCTURAL ENGINEER	\$52.50	\$77.50
CHIEF SURVEYOR	\$50.00	\$67.50
CHIEF WASTEWATER ENGINEER	\$52.50	\$85.00
CHIEF WATER DISTRIBUT ENG	\$52.50	\$77.50
CHIEF WATER RESOURCES ENG	\$52.50	\$77.50
COATINGS INSPECTOR	\$21.00	\$35.00
CONSTRUCTION ADMIN.	\$28.88	\$52.50
CONSTRUCTION INSPECTOR	\$21.00	\$27.50
DESIGNER	\$20.00	\$36.25
DIVISION DIRECTOR	\$53.13	\$90.38
DOC REPRODUCTION CLERK	\$12.50	\$21.25
ENGINEERING INTERN	\$10.00	\$20.00
ENGINEERING TECHNICIAN	\$15.00	\$22.50
ENVIRONMENTAL INTERN	\$10.00	\$17.50
ENVIRONMENTAL TECHNICIAN	\$15.00	\$27.50
ESTIMATOR	\$26.25	\$40.00
GIS SPECIALIST	\$21.25	\$33.00
GIS TECHNICIAN	\$17.00	\$25.00
INSTRUMENT PERSON (PW)	\$25.01	\$25.01
JR CONSTRUCTION INSPECTOR	\$15.75	\$24.00
JR. COATINGS INSPECTOR	\$15.75	\$23.63



TOWN OF RIVERHEAD

Hourly Rate Schedule

Effective 1/1/08

Job Title	Min Rate	Max Rate
LEAD CADD DESIGNER	\$26.00	\$43.75
LEAD CADD TECHNICIAN	\$22.00	\$42.50
MANAGER OF GIS SERVICES	\$26.25	\$40.00
MGR. OF COATINGS SERVICES	\$37.50	\$62.50
OFFICE SURVEYOR	\$29.38	\$43.75
PARTY CHIEF (PW)	\$29.82	\$29.82
PLANNING INTERN	\$10.00	\$17.50
PLANNING TECHNICIAN	\$15.00	\$20.00
PRINCIPAL	\$73.50	\$118.75
PROJ LANDSCAPE ARCHITECT	\$28.75	\$40.00
PROJECT ARCHITECT	\$30.00	\$45.00
PROJECT COORDINATOR	\$25.00	\$37.50
PROJECT ENGINEER	\$30.00	\$45.00
PROJECT PLANNER	\$25.00	\$32.50
PROJECT SCIENTIST	\$23.75	\$32.50
RECORDS CLERK	\$13.75	\$22.50
RESIDENT INSPECTOR	\$37.50	\$56.25
ROD PERSON (PW)	\$21.95	\$21.95
SPECIFICATION WRITER	\$30.00	\$50.00
SR ADMINISTRATIVE ASSIST	\$20.00	\$30.00
SR ARCHITECT	\$40.00	\$63.00
SR ARCHITECTURAL TECH	\$17.50	\$22.50
SR CADD TECHNICIAN	\$22.00	\$30.00
SR CIVIL ENGINEER	\$40.00	\$67.50
SR CONSTRUCTION INSPECTOR	\$25.00	\$50.00
SR DESIGNER	\$27.50	\$43.75
SR ELECTRICAL ENGINEER	\$40.00	\$67.50
SR ENGINEERING TECHNICIAN	\$22.50	\$40.00
SR ENVIRONMENTAL ENGINEER	\$40.00	\$67.50
SR ENVIRONMENTAL PLANNER	\$36.25	\$50.00
SR ENVIRONMENTAL SCI	\$42.00	\$65.00
SR ENVIRONMENTAL TECH	\$20.00	\$31.25
SR GEOLOGIST	\$42.00	\$65.00
SR GIS TECHNICIAN	\$23.00	\$28.00
SR HYDROGEOLOGIST	\$42.00	\$65.00
SR MECHANICAL ENGINEER	\$40.00	\$67.50
SR PLANNER	\$36.25	\$50.00
SR PROJECT ARCHITECT	\$37.50	\$50.00
SR PROJECT ENGINEER	\$30.00	\$50.00
SR PROJECT PLANNER	\$26.25	\$40.00
SR PROJECT SCIENTIST	\$27.63	\$50.00
SR STRUCTURAL ENGINEER	\$40.00	\$67.50

ENGINEERING
SERVICES AGREEMENT

ATTACHMENT "B"
AMERICAN SOCIETY OF
CIVIL ENGINEERS

FEE CURVE A - (1980)

CONSULTING ENGINEERING

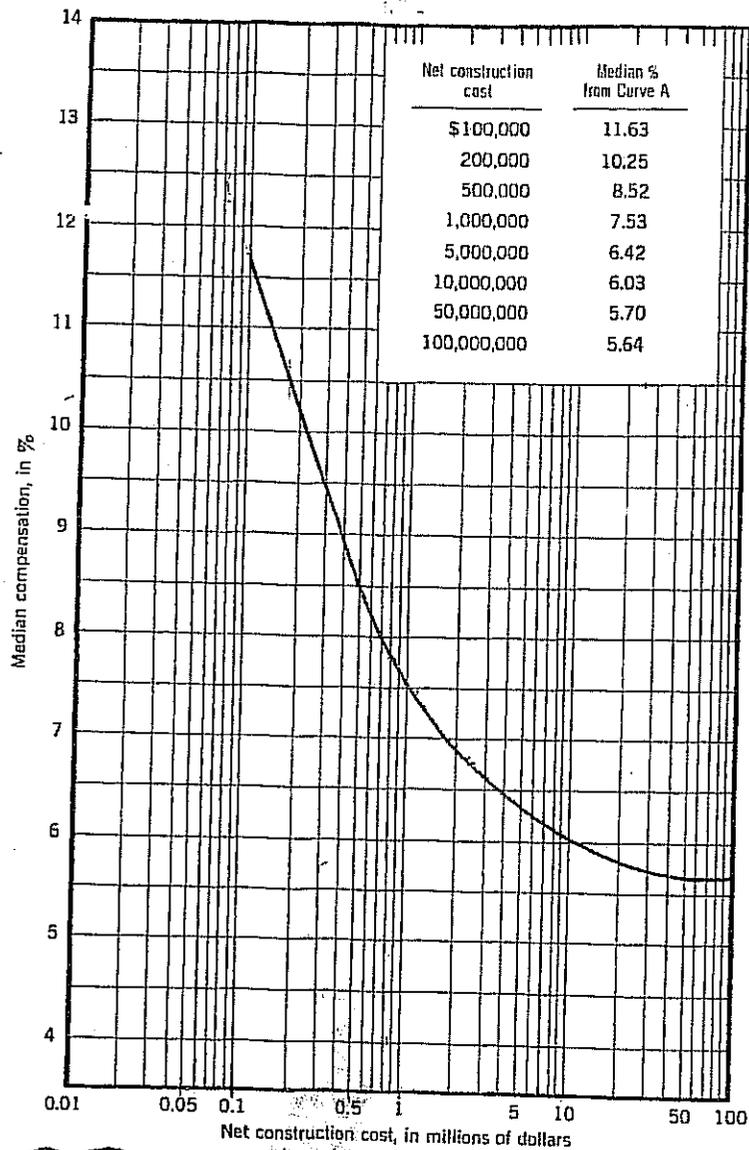


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

Adopted

RESOLUTION #	346	ABSTRACT #08-14 April 3, 2008 (TBM 4/15/08)		
COUNCILMAN DUNLEAVY offered the following Resolution which was seconded by				
COUNCILMAN BUCKLEY				
FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		360,494.93	360,494.93
RECREATION PROGRAM FUND	6		35.88	35.88
TOWN BOARD SPECIAL PROGRAM FUN	24		3,110.49	3,110.49
ECONOMIC DEVELOPMENT ZONE FUND	30		454.58	454.58
HIGHWAY FUND	111		69,671.97	69,671.97
WATER DISTRICT	112		35,002.80	35,002.80
RIVERHEAD SEWER DISTRICT	114		51,508.62	51,508.62
REFUSE & GARBAGE COLLECTION DI	115		4,767.50	4,767.50
STREET LIGHTING DISTRICT	116		4,545.78	4,545.78
PUBLIC PARKING DISTRICT	117		514.66	514.66
BUSINESS IMPROVEMENT DISTRICT	118		500.00	500.00
AMBULANCE DISTRICT	120		2,329.01	2,329.01
RIVERHEAD SCAVANGER WASTE DIST	128		40,310.69	40,310.69
WORKERS' COMPENSATION FUND	173		5,498.76	5,498.76
COMMUNITY DEVELOPMENT AGENCY C	405		2,129.00	2,129.00
TOWN HALL CAPITAL PROJECTS	406		416,034.23	416,034.23
YOUTH SERVICES CAP PROJECT	452		1,566.27	1,566.27
MUNICIPAL FUEL FUND	625		1,710.00	1,710.00
MUNICIPAL GARAGE FUND	626		12,936.49	12,936.49
TRUST & AGENCY	735		192,868.96	192,868.96
SPECIAL TRUST	736		5,000.00	5,000.00
TOTAL ALL FUNDS			1,210,990.62	1,210,990.62

THE VOTE
 Buckley yes no Wooten yes no
 Dunleavy yes no Blass yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

Adopted

RESOLUTION # <u>346</u> ABSTRACT #08-15 April 10, 2008 (TBM 4/15/08)				
COUNCILMAN DUNLEAVY				
offered the following Resolution which was seconded by				
COUNCILMAN BUCKLEY				
FUND NAME		CD-4/9/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		729,438.84	729,438.84
RECREATION PROGRAM FUND	6		4,336.00	4,336.00
CHILD CARE CENTER BUILDING FUN	9		48.74	48.74
TOWN BOARD SPECIAL PROGRAM FUN	24		39.90	39.90
ECONOMIC DEVELOPMENT ZONE FUND	30		2,912.08	2,912.08
HIGHWAY FUND	111		69,231.74	69,231.74
WATER DISTRICT	112		60,819.29	60,819.29
RIVERHEAD SEWER DISTRICT	114		98,666.63	98,666.63
REFUSE & GARBAGE COLLECTION DI	115		5,470.60	5,470.60
STREET LIGHTING DISTRICT	116		45,020.24	45,020.24
PUBLIC PARKING DISTRICT	117		3,188.72	3,188.72
BUSINESS IMPROVEMENT DISTRICT	118		120.88	120.88
AMBULANCE DISTRICT	120		117.97	117.97
EAST CREEK DOCKING FACILITY FU	122		94.09	94.09
CALVERTON SEWER DISTRICT	124		9,243.23	9,243.23
RIVERHEAD SCAVANGER WASTE DIST	128		41,657.00	41,657.00
WORKERS' COMPENSATION FUND	173		7,689.53	7,689.53
RISK RETENTION FUND	175		4,225.88	4,225.88
UNEMPLOYMENT INSURANCE RESERVE	176		4,760.75	4,760.75
CDBG CONSORTIUM ACOUNT	181		560.55	560.55
TOWN HALL CAPITAL PROJECTS	406	34,000,000.00	2,463,372.44	36,463,372.44
YOUTH SERVICES CAP PROJECT	452		4,562.67	4,562.67
SENIORS HELP SENIORS CAP PROJE	453		2,533.88	2,533.88
MUNICIPAL FUEL FUND	625		39,400.17	39,400.17
MUNICIPAL GARAGE FUND	626		15,819.43	15,819.43
TRUST & AGENCY	735		1,141,864.83	1,141,864.83
CALVERTON PARK - C.D.A.	914		554.37	554.37
TOTAL ALL FUNDS		34,000,000.00	4,755,750.45	38,755,750.45