

WAIVER OF NOTICE AND CONSENT
OF SPECIAL MEETING

We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 3:30 p.m. on the 12th day of December, 2008 and do consent to the holding of such meeting for the purpose of:

CDA

Res. #27 A Resolution Amending CDA Resolutions #9 and #17 of 2008

CDA

Res. #28 Authorizes Assistance to Vintage Square Properties LLC

CDA

Res. #29 Authorizes HDR to Proceed with Initial Preliminary Planning for the Rail Access Rehabilitation Project at the Enterprise Park at Calverton

CDA

Res. #30 Budget Adjustment

Res. #1098 Ratifies Resolution Authorizing Supervisor to Enter Into and Execute an Agreement with Department Heads, Management and Such Other Employees Not Provided Under CSEA, PBA and SOA Contracts

Res. #1099 Authorizes the Supervisor to Execute a Professional Services Agreement with Bowne Management Systems

Res. #1100 Authorizes the Supervisor to Execute a Professional Services Agreement with Prestige Data, Inc.

Res. #1101 Authorizes the Supervisor to Execute a Professional Services Agreement with UNISYS Corporation

Res. #1102 Authorizes Public Hearing to Solicit Input for the Development of Downtown Historic Guidelines & DC-1 Bulk Study

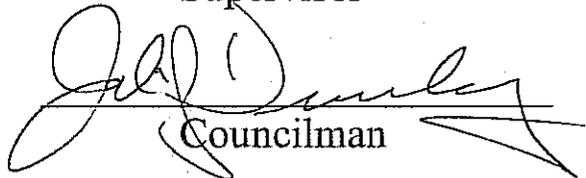
Res. #1103 Appoints Automotive Equipment Operator in the Highway Department

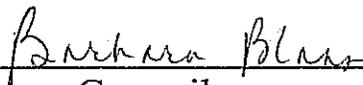
Res. # 1104 Grants Special Use Permit of Beacon Wireless Management
Communications Tower

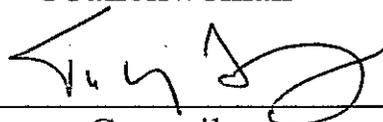
Dated: December 12, 2008
Media Notified by
Supervisor

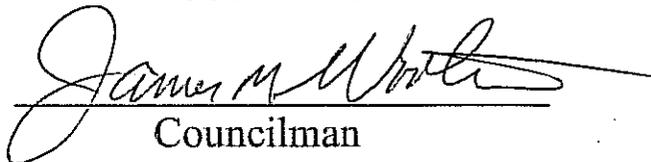
TOWN BOARD MEMBERS
of Riverhead, New York


Supervisor


Councilman


Councilwoman


Councilman


Councilman

December 12, 2008

TOWN OF RIVERHEAD

Adopted

CDA RESOLUTION # 27

A RESOLUTION AMENDING CDA RESOLUTIONS #9 AND # 17 OF 2008.

COUNCILWOMAN BLASS

offered the following

resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS the Community Development Agency (the "Agency") adopted Resolution #9 of 2008 determining Vintage Square Properties, L.L.C. to be a Qualified and Eligible Sponsor, which resolution was to expire and be of no force and effect unless an Agreement of Sale is fully executed by June 15, 2008; and

WHEREAS the Agency adopted Resolution # 17 of 2008 granting Vintage Square Properties, L.L.C. request for additional time for an Agreement of Sale to be fully executed, extending the deadline to December 15, 2008; and

WHEREAS, Vintage Square Properties, L.L.C. has requested an additional extension of the deadline of the time for an Agreement of Sale to be fully executed.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Agency, as follows:

1. Paragraph 3 of CDA Resolution #9 of 2008 is hereby amended to provide that the designation of Vintage Square Properties, L.L.C. as a Qualified and Eligible Sponsor will expire and be of no force and effect unless an Agreement of Sale is fully executed on or before June 15, 2009.

2. That the Town Clerk is hereby directed to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901; Forchelli, Curto, Schwartz, Mineo, Carlino & Cohn, LLP, 330 Old Country Road, Suite 301, Mineola, New York 11501; Chris Kempner, Director of the Community Development Agency; Richard Hanley, Director of Planning; and Dawn C. Thomas, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, SPECIAL COUNSEL.

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

December 12, 2008

BE IT FURTHER RESOLVED, that the town clerk is directed to send a certified copy of the resolution to the CDA Director and Vintage Square Properties LLC.

THE VOTE

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

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

Adopted

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

RESOLUTION # 28

Authorizes Assistance to Vintage Square Properties LLC

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

WHEREAS, the Riverhead Community Development Agency (CDA) has determined that the Vintage Group, LLC is ‘qualified and eligible’ pursuant to the urban renewal law to sponsor an urban renewal project for the Railroad Avenue corridor urban renewal area; and

WHEREAS, the CDA encourages the development of a transit oriented development for the geographical area of the urban renewal project area proposed by the Vintage as well as other transit oriented initiatives in other areas of the Town of Riverhead ; and

WHEREAS, many Federal, State and County funding sources are available that may be of assistance to the Vintage Group, LLC; and

WHEREAS, the Riverhead Community Development Agency wishes to assist in developing applications for possible funding sources that are available; and

WHEREAS, the project known as “Vintage Square” is currently interested in acquiring funds to pursue development of said area.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Community Development Agency upon full execution of contract authorizes the CDA Director to provide information to the Vintage Square Properties LLC grant writer so that Vintage Square Properties LLC may investigate and make application to any Federal, State, County or other qualified funding agencies for the purpose of obtaining funding sources that are deemed germane to the urban renewal project for the Railroad Avenue corridor provided that the Vintage application does not conflict with pending or proposed applications for various projects throughout the Town of Riverhead; and

BE IT FURTHER RESOLVED that any funds awarded be designated public funds to assist the Town of Riverhead’s redevelopment of the Railroad Avenue corridor and will remain dedicated to the urban renewal project and not a particular private entity; and

December 12 , 2008

BE IT FURTHER RESOLVED, that the town clerk is directed to send a certified copy of the resolution to the CDA Director and Vintage Square Properties LLC.

THE VOTE

Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No

Wooten ~~Yes~~ No
Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

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

December 12, 2008

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Adopted

RESOLUTION # 29

AUTHORIZES HDR TO PROCEED WITH INITIAL PRELIMINARY PLANNING FOR THE RAIL ACCESS REHABILITATION PROJECT AT THE ENTERPRISE PARK AT CALVERTON

COUNCILMAN BUCKLEY offered the following resolution,

which was seconded by COUNCILMAN WOOTEN:

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the CDA Board authorized a solicitation of proposals for the EPCAL Rail Access Rehabilitation Project; and

WHEREAS, the CDA Board selected HDR, Inc., an employee-owned architectural, engineering and consulting firm with rail development expertise, as consultant to assist the CDA to rehabilitate the rail spur to EPCAL subject to the Town of Riverhead and/or the CDA securing the necessary outside funds for the project; further subject to negotiation of the terms of a professional service agreement with the office of the Town Attorney; and further subject to negotiation of a project scope and agreed upon lump sum price for each phase of the project.

WHEREAS, HDR, Inc. is aware that the Town of Riverhead and the CDA is in the process of applying for federal and state funding to move the project forward; and

WHEREAS, the CDA Board wishes to retain the services of HDR for the purposes of assisting with the first phase of the project (hereinafter referred to as Phase I "Funding Assistance" to prepare preliminary cost estimates, conceptual plans and other project related technical information to assist the CDA with moving the project forward (i.e., preparing funding and/or permit applications, initial site and survey work, etc.) for the EPCAL Rail Access Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED, that CDA Board authorizes HDR, Inc. to proceed with the preparation and development of initial planning material for Phase I "Funding Assistance" of the EPCAL rail access rehabilitation project for a sum not to exceed Twenty Thousand Dollars (\$20,000) to assist in obtaining documentation necessary to obtain funding from sources including: NYSDOT, NYSERDA and other public and private sources as may become available.

BE IT FURTHER RESOLVED that this professional services agreement addresses one phase of a multiphase project and that the CDA Board intends to utilize and retain the services of HDR for the preparation of preliminary cost estimates, conceptual plans and other project related technical information to assist the CDA with moving the EPCAL Rail Access Rehabilitation Project forward, however, subsequent services and work

required to complete all remaining phases of the project performed by HDR shall be set forth in a subsequent contract with the agreement and understanding that to the extent that work performed under this Phase I "Funding Assistance" portion of the services/contract are relevant to tasks related to other portions of the contract, said tasks shall be reflected as a non billable or credit in a future contract and no duplicate billing for work covered under the \$20,000.

BE IT FURTHER RESOLVED, that this professional services agreement and references to future services/contract is not intended to bind the parties to enter into future contracts for above identified work/services related to the CDA's goal to complete a rail spur; and

BE IT FURTHER RESOLVED, that CDA Board authorizes the Accounting Department to set a budget for the new grant project and payment to HDR; and

BE IT FURTHER RESOLVED, that the CDA Board hereby authorizes the CDA to secure a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the CDA Board does hereby authorize the CDA Chairman to enter into and execute the attached Town of Riverhead CDA Consultant/Professional Services Agreement with HDR subject to negotiation of the terms with the office of the Town Attorney but not to exceed Twenty Thousand Dollars (\$20,000); and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the HDR, Inc., Attn: Brian Dolan, 500 7th Avenue, New York, NY 10018-4502, the Town Attorney, Accounting Department and the CDA Director.

THE VOTE

DUNLEAVY	<input checked="" type="radio"/>	YES	<input type="radio"/>	NO	BUCKLEY	<input checked="" type="radio"/>	YES	<input type="radio"/>	NO
BLASS	<input checked="" type="radio"/>	YES	<input type="radio"/>	NO	WOOTEN	<input checked="" type="radio"/>	YES	<input type="radio"/>	NO
			<input checked="" type="radio"/>	YES	<input type="radio"/>	NO			

CARDINALE

YES NO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of December, 2008 between the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and HDR Engineering, Inc. (HDR), a corporation existing under the laws of the State of _____, with a principal place of business at _____.

WITNESSETH:

WHEREAS, the Town of Riverhead CDA Board has requested the services of HDR for the purposes of providing technical consultant services for the EPCAL rail access rehabilitation and development project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town hereby retains the services of HDR for the purposes of preparing preliminary cost estimates, conceptual plans and other project related technical information to assist the Town with moving the project forward (i.e., preparing funding and/or permit applications, initial site and survey work, etc.) for Phase I "Funding Assistance" of the EPCAL rail access rehabilitation and development project. Given the initial stage of the project, the format for deliverables will be determined on an as needed basis to be agreed upon by Town and HDR and to be invoiced on an agreed upon per project basis not to exceed \$20,000.00 and within the salary schedule as set forth in the August 28, 2008 Technical Proposal submitted by HDR in response to the Town of Riverhead Community Development Agency Request for Proposals dated June 26, 2008 as subsequently revised on July 11, 2008 and clarified on August 8, 2008. The \$20K is to assist in obtaining documentation necessary to obtain funding from sources including: NYSDOT, NYSERDA and other public and private sources as may become available. The parties agree that this professional services agreement addresses one phase of a multiphase project and that the Town intends to utilize and retain the services of HDR for the preparation of preliminary cost estimates, conceptual plans and other project related technical information to assist the Town with moving the EPCAL Rail Access Rehabilitation Project forward. The parties agree further that subsequent services and work required to complete all remaining phases of the project performed by HDR shall be set forth in a subsequent contract with the agreement and understanding that to the extent that work performed under this "funding assistance" portion of the services/contract are relevant to tasks related to other portions of the contract, said tasks shall be reflected as a non billable or credit in a future contract and no duplicate billing for work covered under the \$20,000. Finally, this professional services agreement and references to future services/contract is not intended to bind the parties to enter into future contracts for above identified work/services related to the Town's goal to complete a rail spur.

2. Compensation for service

As compensation for such services, the Town will pay HDR a maximum of **Twenty Thousand (\$20,000.00) Dollars** upon the completion of the work as set forth above to

the satisfaction of the Town Board and the CDA Director. Given the initial stage of the project, the format for deliverables will be determined on an as needed basis to be agreed upon by Town and HDR and to be invoiced on an agreed upon per project basis not to exceed \$20,000.00 and within the salary schedule as set forth in the August 28, 2008 Technical Proposal submitted by HDR in response to the Town of Riverhead Community Development Agency Request for Proposals dated June 26, 2008 as subsequently revised on July 11, 2008 and clarified on August 8, 2008. HDR shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. As stated above, this contract shall only relate to Phase I "Funding Assistance", and it is the intention of the parties to enter into subsequent professional services agreement for the additional and more complex services required to complete the rail spur. In no event shall HDR perform any additional services without the prior written agreement of the Town Board. HDR shall complete its obligations hereunder no later than **March 15, 2010** unless the Town and HDR shall agree otherwise in writing. HDR shall supply information regarding services they have performed as may be requested from time to time by the Town.

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

3. Cost of Professional Services

The full cost of all professional services in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed **Twenty Thousand (\$20,000.00) Dollars** unless the Town and HDR shall otherwise agree in writing as set forth herein.

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. Term of Agreement

The Agreement shall commence as of as of the date first above written and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, HDR shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

7. Modifications to Agreement

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

6. Performance of Professional Services

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

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

HDR shall perform its services in accordance with the professional standards applicable to the services provided (i.e. planning, consulting, etc.), at the time such services are rendered.

Estimates made by HDR of probable costs and detailed cost projections represent HDR judgment with respect thereto. It is recognized, however, that HDR has no control over actual site conditions, the cost of labor, OR materials or equipment.

The parties agree that HDR liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

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: _____, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to _____ *[name and address]*.

11. Compliance with Laws

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

TOWN OF RIVERHEAD CDA

HDR

By: _____

Philip J. Cardinale, Chairman
Town Of Riverhead CDA
200 Howell Avenue
Riverhead, New York 11901

By: _____

December 12, 2008

Adopted

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

RESOLUTION # 30

Budget Modification

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

BE IT RESOLVED, that the Town Board hereby authorizes the following budget modification:

<u>Account</u>	<u>Purpose</u>	<u>FROM:</u>	<u>TO:</u>
914.069800.543300.00000	Professional Services Attorney	\$5,000	
914.069800.543900.00000	Misc. Consultants – Environmental	\$5,000	
914.069800.541300.00000	Roads Repair Maintenance	\$1,000	
914.069800.543500.00000	Professional Services Engineer		\$11,000

THE VOTE

Wooten Yes-No

Dunleavy Yes-No

Buckley Yes-No

Blass Yes-No

Cardinale Yes-No

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

12/12/08

Town of Riverhead
Resolution # 1098

Adopted

RATIFIES RESOLUTION AUTHORIZING SUPERVISOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH DEPARTMENT HEADS, MANAGEMENT AND SUCH OTHER EMPLOYEES NOT PROVIDED UNDER CSEA, PBA AND SOA CONTRACTS

COUNCILMAN BUCKLEY

_____ offered the following resolution, was seconded
by _____ COUNCILMAN WOOTEN _____ :

WHEREAS, the Town Board of the Town of Riverhead is desirous of instituting a lag pay effective for all town employees during the 2008 calendar year; and,

WHEREAS, the CSEA, PBA and SOA on behalf of town employees represented by said unions have agreed to a two week lag pay during the 2008 calendar year; and

WHEREAS, the Town Board of the Town of Riverhead seeks to include department heads, management and such other employees not provided for under CSEA, PBA and SOA contracts with the Town, in the two week lag pay during the 2008.

NOW, THEREFORE, BE IT RESOLVED the Town Board of the Town of Riverhead hereby authorizes the Supervisor to enter into and execute an agreement with department heads, management and such other employees not provided under CSEA, PBA and SOA to provide said employees with a cost of living increase for the year 2009 in the amount of 1.9 percent of employees annual income and a cost of living increase measured, by the consumer price index, the consumer price index being and intended to be the inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food and transportation for New York, Northern New Jersey, Long Island for the Base Period: 1982-84=100, *not to exceed 3.8 percent for the years 2010 and 2011 to run current with duration of the SOA contract in exchange for a two week lag pay during the 2008 calendar year. This agreement is not intended to extend the term of an employment contract, agreement, or resolution but in the event an employee's contract is renewed during the applicable three year period of time the provisions above with respect to cost of living adjustments shall apply.

RESOLVED that the Town Clerk shall provide all Department Heads with a copy of this resolution and post a copy of this resolution on the e-cabinet

WOOTEN YES NO BUCKLEY YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

12/12/08

TOWN OF RIVERHEAD

Adopted

Resolution # 1099

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BOWNE MANAGEMENT SYSTEMS

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

WHEREAS, the Town of Riverhead has requested the services of Bowne Management Systems (BMS) for the purposes of enhancing the Town's ArcGIS Server.

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached Professional Services Agreement with Bowne Management Systems; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Bowne Management Systems, P.O. Box 109, Mineola, New York 11501-0109, the Office of Accounting 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of November, 2008 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and BOWNE MANAGEMENT SYSTEMS (BMS) Corporation (BOWNE MANAGEMENT SYSTEMS (BMS)), professional corporation existing under the laws of the State of New York, with a principal place of business at 235 East Jericho Turnpike, PO Box 109, Mineola, New York 11501-0109.

WITNESSETH:

WHEREAS, the Town of Riverhead has requested the services of BOWNE MANAGEMENT SYSTEMS (BMS) for the purposes of enhancing the Town's ArcGIS Server.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of BOWNE MANAGEMENT SYSTEMS (BMS) for the purposes of enhancing the Town's ArcGIS Server in accordance with the description of services attached as Exhibit A.

2. Compensation for service

As compensation for such services, the Town will pay BOWNE MANAGEMENT SYSTEMS (BMS) a maximum of Six Thousand Nine Hundred Ninety Four and 50/100 (6994.50) Dollars for labor and materials as set forth described in Exhibit A and Exhibit B attached hereto to the satisfaction of the Town Board and the Financial Administrator of the Town. BOWNE MANAGEMENT SYSTEMS (BMS) shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall BOWNE MANAGEMENT SYSTEMS (BMS) perform any additional services without the prior written agreement of the Town Board. BOWNE MANAGEMENT SYSTEMS (BMS) shall complete its obligations hereunder no later than _____ 2008 unless the Town and BOWNE MANAGEMENT SYSTEMS (BMS) shall agree otherwise in writing. BOWNE MANAGEMENT SYSTEMS (BMS) shall supply information regarding services they have performed as may be requested from time to time by the Town.

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

3. Cost of Professional Services

The full cost of all professional services in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed Six Thousand Nine Hundred Ninety Four and 50/100 (6994.50) Dollars unless the Town and BOWNE MANAGEMENT SYSTEMS (BMS) shall otherwise agree in writing as set forth herein.

4. Term of Agreement

The Agreement shall commence as of _____, 2008 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, BOWNE MANAGEMENT SYSTEMS (BMS) shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

5. Modifications to Agreement

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

6. Performance of Professional Services

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

BOWNE MANAGEMENT SYSTEMS (BMS) shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to BOWNE MANAGEMENT SYSTEMS (BMS) by the Town.

BOWNE MANAGEMENT SYSTEMS (BMS) shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by BOWNE MANAGEMENT SYSTEMS (BMS) of probable costs and detailed cost projections represent BOWNE MANAGEMENT SYSTEMS (BMS) judgment with respect thereto. It is recognized, however, that BOWNE MANAGEMENT SYSTEMS (BMS) has no control over actual site conditions or the cost of materials or equipment. Accordingly, BOWNE MANAGEMENT SYSTEMS (BMS) cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A and Exhibit B. However, BOWNE MANAGEMENT SYSTEMS (BMS) will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

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

Except as otherwise provided herein, the parties agree that BOWNE MANAGEMENT SYSTEMS (BMS) liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

7. BOWNE MANAGEMENT SYSTEMS (BMS) understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential Town documents and/or records. BOWNE MANAGEMENT SYSTEMS (BMS) agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. BOWNE MANAGEMENT SYSTEMS (BMS) agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents including, but not limited to incidental or consequential damages together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of Town documents. BOWNE MANAGEMENT SYSTEMS (BMS) shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

8. Controlling Law

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

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

TOWN OF RIVERHEAD

BOWNE MANAGEMENT SYSTEMS (BMS)

By: _____
Philip J. Cardinale, Supervisor

By: _____

Bowne Management Systems, Inc.

Mr. Robert Hubbs

Date: 8/21/2008

Page: 2

Task 1 – System Design

BMS will work with the Town to design a graphical user interface (GUI) and report mock-ups to serve as the design for the ArcGIS Server application enhancement. In addition, Bowne will work with the Town to review the required data in the following tables in RPS to determine the appropriate data relationships and data display elements for the application enhancement:

- Parcels
- Additional Owners
- Exempt
- Sales

The delivery for this task will be a design document that details the required changes to the Town's ArcGIS Server GIS application.

Task 2 – ArcGIS Server Application Enhancements

Upon approval from the Town on Task 1, BMS will develop the required changes identified in the design document. BMS will obtain a copy of the Town's source code for your ArcGIS Server GIS Application and modify directly to complete the required changes. Upon completion of our development efforts, BMS will perform the required unit testing on the source code to ensure the application is working properly. Upon successful completion of our development and unit testing activities, BMS will provide the updated source code to the Town.

Task 3 – User Acceptance Testing

Upon delivery of the updated source code delivered as part of Task 2, BMS will work with the Town to install and deploy the enhanced application at the Town. Once the code has successfully been deployed, the Town will conduct user acceptance testing. BMS will document any issues resulting from the Town's testing and determine if source code changes are required. All documented exceptions to the Town's testing that have been identified as bugs with the functionality defined within the design document will be modified by BMS. Any documented exceptions to the Town's testing that were not included in the system design document will not be corrected by BMS.

Task 4 – System Deployment

Upon successfully correcting all bugs identified during user acceptance testing, BMS will deliver the updated source code to the Town. Bowne will work closely with the Town to ensure the application is properly deployed and working according to Town's specifications.

Handwritten signature or mark at the bottom of the page.

Bowne Management Systems, Inc.

Mr. Robert Hubbs

Date: 11/11/2008

Page: 2

Task 1 – System Design Revisions for RPS Building Data

BMS will work with the Town to extend the previously created graphical user interface (GUI) design to include Building information from the Town’s RPS.

The delivery for this task will be a revised design document that details the required changes to the Town’s ArcGIS Server GIS application.

Task 2 – Viewer Enhancements for RPS Building Data

Upon approval from the Town on Task 1, BMS will develop the required changes identified in the revised design document that includes developing ETL routines and forms to display building related RPS data. This task will only include the required changes to the GIS Viewer to accommodate RPS building data.

Task 3 – User Acceptance Testing for RPS Building Data

All documented exceptions to the Town’s testing that have been identified as bugs with the functionality defined within the design document (associated with displaying RPS building information) will be modified by BMS. Any documented exceptions to the Town’s testing that were not included in the system design document will not be corrected by BMS.

Cost Estimate

Our fee for this scope of work is \$1,774.39. This estimate was developed using our approved 2008 rates under our NYS OGS contract, number CMS696A.

Based on 2008 NYS OGS Back-Drop Contract Number CMS696A				
NYS OGS DESIGNATION		HOURS	PROJECT RATE	SEE
Task 1 - System Design Revisions for Building Data				
PM II	Senior Analyst II	2	\$176.13	\$352.26
Sub-total for Task 1		2		\$352.26
Task 2 – Viewer Enhanceemtns for RPS Building Data				
PA II	Programmer/Analyst II	10	\$124.60	\$1,246.00
Sub-total for Task 2		10		\$1,246.00
Task 3 - User Acceptance Testing for RPS Building Data				
PM II	Senior Analyst II	1	\$176.13	\$176.13
Sub-total for Task 3		1		\$176.13
Total for Project		13		\$1,774.39

Bowne Management Systems, Inc.

Mr. Robert Hubbs

Date: 11/11/2008

Page: 3

1. Bowne Management Systems, Inc. may utilize different labor grades and hours as necessary to meet the requirements of the proposed scope.
2. Monthly invoices will detail the hourly billing rate and the numbers of hours for each employee working on the project during the billing period.
3. All grades and rates will be based on our 2008 NYS OGS Billing Rate Schedule.
4. Total billing will not exceed the amount defined in the table above without prior approval from the Town.
5. The Town will be responsible for procuring any software or licenses needed to complete this project.

Bowne Management Systems, Inc.

Mr. Robert Hubbs

Date: 8/21/2008

Page: 3

Cost Estimate

Our fee for this scope of work is \$6,994.50. This estimate was developed using our approved 2008 rates under our NYS OGS contract, number CMS696A.

Based on 2008 NYS OGS Back-Drop Contract Number CMS696A				
NYS OGS DESIGNATION		HOURS	PROJECT RATE	SEE
Task 1 - System Design				
PM II	Senior Analyst II	6	\$176.13	\$1,056.78
Sub-total for Task 1		6		\$1,056.78
Task 2 - ArcGIS Server Application Enhancements				
PA II	Programmer/Analyst II	32	\$124.60	\$3,987.20
Sub-total for Task 2		32		\$3,987.20
Task 3 - User Acceptance Testing				
PM II	Senior Analyst II	4	\$176.13	\$704.52
PA II	Programmer/Analyst II	8	\$124.60	\$996.80
Sub-total for Task 3		12		\$1,701.32
Task 4 - System Deployment				
PA II	Programmer/Analyst II	2	\$124.60	\$249.20
Sub-total for Task 4		2		\$249.20
Total for Project		52		\$6,994.50

1. Bowne Management Systems, Inc. may utilize different labor grades and hours as necessary to meet the requirements of the proposed scope.
2. Monthly invoices will detail the hourly billing rate and the numbers of hours for each employee working on the project during the billing period.
3. All grades and rates will be based on our 2008 NYS OGS Billing Rate Schedule.
4. Total billing will not exceed the amount defined in the table above without prior approval from the Town.
5. The Town will be responsible for procuring any software or licenses needed to complete this project.

Exhibit R

12/12/08

TOWN OF RIVERHEAD

Adopted

Resolution # 1100

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PRESTIGE DATA, INC.

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

WHEREAS, the Town of Riverhead has requested the services of Prestige Data, Inc. (PDI) for the purposes of upgrading the existing water billing and payment processing application to a web based solution that is hardware dependent.

NOW, THEREFORE, be it

RESOLVED, that the Supervisor is hereby authorized to execute the attached Professional Services Agreement with Prestige Data, Inc.; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Prestige Data, Inc., 475 Northside Road, Wading River, New York 11792, the Office of Accounting 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the 30th day of November, 2008 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and Prestige Data, Inc. (PDI), professional corporation existing under the laws of the State of New York, with a principal place of business at 475 Northside Road, Wading River, New York.

WITNESSETH:

WHEREAS, the Town of Riverhead has requested the services of for the purposes of upgrading the existing water billing and payment processing application to a web based solution that is hardware dependent.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of PDI for the purposes of upgrading the existing water billing and payment processing application to a web based solution that is hardware dependent as more specifically set forth in Schedule A attached hereto.

2. Compensation for service

As compensation for such services, the Town will pay PDI a maximum of Eighty Eight Thousand (\$88,000.00) Dollars upon the completion of the work as set forth above to the satisfaction of the Town Board and the Water District Superintendent. PDI's hourly rates and disbursement costs are set forth in Schedule B annexed hereto. The hours expended by PDI shall not exceed 800 without prior approval of the Town Board. PDI shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall PDI perform any additional services without the prior written agreement of the Town Board. PDI shall complete its obligations hereunder no later than September 30, 2009 unless the Town and PDI shall agree otherwise in writing. PDI shall supply information regarding services they have performed as may be requested from time to time by the Town.

~~PDI shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and payable within 30 days of their receipt by the Town. The Town has the right to~~

and payable within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not so completed, after notification to PDI, unless the schedule is extended for reasons beyond the control of PDI, including extra agency review or other unanticipated events.

3. Cost of Professional Services

The full cost of all professional services in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed Eighty Eight Thousand (\$88,000.00) Dollars unless the Town and PDI shall otherwise agree in writing as set forth herein.

4. Term of Agreement

The Agreement shall commence as of November 30, 2008 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, PDI shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

5. Modifications to Agreement

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

6. Performance of Professional Services

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

PDI shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to PDI by the Town. All of the Town's data shall remain the property of the Town. PDI shall not in any way retain, distribute or in any way utilize the Town's data without prior written permission from the Town.

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

Estimates made by PDI of probable costs and detailed cost projections represent PDI judgment with respect thereto. It is recognized, however, that PDI has no control over actual site conditions or the cost of materials or equipment. Accordingly, PDI cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Schedule A. ~~However, PDI will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.~~

Except as otherwise provide for herein, all drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

The parties agree that PDI liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

7. Controlling Law

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

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

TOWN OF RIVERHEAD

PDI

By: _____
Philip J. Cardinale, Supervisor

By: _____



SCHEDULE A

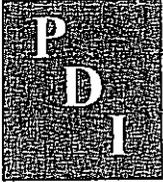
**Consultant Agreement – Statement of Work
Town Of Riverhead with Prestige Data Inc.**

This agreement made _____, 2008 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead, New York (hereinafter referred to as the "Town"), and Prestige Data Inc., a domestic Corporation, with its principal place of business at 475 North Side Road, Wading River, New York (hereinafter referred to as the "PDI").

WITNESSETH
=====

Whereas, the Town is in need of upgrading their existing Water Billing and Payment Processing Application to a Web Based Solution that is hardware independent, PDI offers to provide the following services:

1. The database will be migrated from the Unisys DMSII software to SQL Server 2005. Conversion programs will be created to load all of the current master tables into this database.
2. Throughout the entire design and coding process, staff from the Water, Tax Receivers and Information Technologies Departments will be consulted to insure a completely customized solution to the satisfaction of the Town.
3. The Water Billing application will be completely redesigned using a .NET approach. Screens and table maintenance previously identified include the Account Master, Service Master, Accounts Receivable, Billing and Payment History, Reading History, Manual and Final Billing, Corrected Readings, Debit and Credit Adjustments, Replaced Meters, Notes, Numerous Query Screens including but not limited to by name, account, location, phone number and tax map identifier. An ad hoc query capability will be added to this module giving users the ability to create their own queries. Reporting and SSI data extract will also be included.
4. A completely customized work order processing and backflow prevention software solution will be designed and implemented.
5. Billing processing will be included in the upgrade.

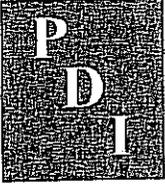


Page 2

6. Payment processing including Water Arrears notices, County notification and County payment processing will be completely redesigned using the .NET solution.
7. The processing of information used for the RPS application commonly referred to as "Sewer gallon usage" will be included in this upgrade.
8. A Security module will be developed permitting various levels of access and capability.
9. Data validation accessing the Town's RPS application will be created.
10. Training will be provided in all aspects of the software application. Because of the heavy involvement of staff throughout the design and coding process, this training will be minimal.
11. Documentation will be provided for all modules.
12. All current capabilities enjoyed by staff in the Water, Tax Receivers and I.T. Departments will either be replicated or enhanced to the satisfaction of the Town.
13. No license fee for application use or phone support will be required for the life of the application.

Town Responsibilities:

1. The Town will assign a project coordinator(s) to represent the Town's interests and serve as the focal point for all decisions and communications to and from PDI relative to the above services.
2. The Town will provide workspace, access to any equipment and Town personnel as required, in order for PDI personnel to effectively carry out their responsibilities during the delivery of these services.



Page 3

3. The Town may terminate this service engagement at any time via written notice to PDI and only be responsible for payment of work completed to that point.

Terms:

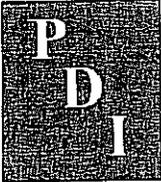
1. PDI will perform the above services and implementation by July 31, 2009. Payment will be on the current hourly basis and will not exceed 800 total hours. Any hours above the 800 will be absorbed by PDI with no financial responsibility to the Town.
2. PDI will perform a monthly review and will submit a bill for these services at that time.
3. PDI will provide all the source code to the Town and the Town has the right to hire anyone to maintain/enhance that code. The Town agrees not to provide this software to any one else under any circumstances.
4. PDI will maintain ownership of this product and is free to sell it elsewhere.
5. The Town will purchase (if they do not already own) SQL Server 2005 Standard Edition, Windows Server 2003 and Visual Studio 2008 Enterprise Edition. Optionally they can consider either a separate server or use of an existing server for this application.

Optional Modules:

1. Scavenger Waste. Whereas the Town has a Scavenger Waste application which uses tables within the Water Billing Database a customized solution can be analyzed and a fee mutually agreeable between the Town and PDI will be arrived at.
2. Should the Town decide, an interface between the Town's Mapping product and the Water Billing application will be developed.

Summary:

PDI will manage all aspects of this implementation including software design, user community review, testing, training and implementation.



Page 4

Legal Responsibility

PDI assumes no financial responsibility in the event of a failure of the software application upon implementation. Software errors, more commonly known as "bugs", will be remedied free of charge for one year after implementation.

Town of Riverhead

Prestige Data Inc.

By: _____

By: _____

12/12/08

TOWN OF RIVERHEAD

Adopted

Resolution # 1101

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH UNISYS CORPORATION

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

WHEREAS, the Town of Riverhead has requested the services of Unisys Corporation (UNISYS) for the purposes of upgrading the Town's computer systems.

NOW, THEREFORE, be it

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

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Unisys Corporation, _____, the Office of Accounting 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of November, 2008 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and Unisys Corporation (UNISYS), professional corporation existing under the laws of the State of _____, with a principal place of business at _____, New York.

WITNESSETH:

WHEREAS, the Town of Riverhead has requested the services of UNISYS for the purposes of upgrading Town's computer systems.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of UNISYS for the purposes of upgrading the Town's computer systems in accordance with the description of services attached as Appendix A.

2. Compensation for service

As compensation for such services, the Town will pay UNISYS a maximum of Sixty Thousand Seventeen (60,017.00) Dollars for labor and materials for the labor and material described in Exhibit A and Exhibit B attached hereto to the satisfaction of the Town Board and the Financial Administrator of the Town. UNISYS shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall UNISYS perform any additional services without the prior written agreement of the Town Board. UNISYS shall complete its obligations hereunder no later than June 30, 2009 unless the Town and UNISYS shall agree otherwise in writing. UNISYS shall supply information regarding services they have performed as may be requested from time to time by the Town.

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

3. Cost of Professional Services

The full cost of all professional services and materials in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed Sixty Thousand Seventeen (\$60,017.00) Dollars unless the Town and UNISYS shall otherwise agree in writing as set forth herein.

4. Term of Agreement

The Agreement shall commence as of _____, 2008 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, UNISYS shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

5. Modifications to Agreement

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

6. Performance of Professional Services

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

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

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

Estimates made by UNISYS of probable costs and detailed cost projections represent UNISYS judgment with respect thereto. It is recognized, however, that UNISYS has no control over actual site conditions or the cost of materials or equipment. Accordingly, UNISYS cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A and Exhibit B. However, UNISYS will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

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

The parties agree that UNISYS liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

Except as otherwise provided herein, the parties agree that BOWNE MANAGEMENT SYSTEMS (BMS) liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

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

8. Controlling Law

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

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

TOWN OF RIVERHEAD

UNISYS

By: _____
Philip J. Cardinale, Supervisor

By: _____

WE WANT TO PARTICIPATE IN OPERATION SAVE NEW YORK...

APPENDIX "A"

* Formula for calculating fuel cost reimbursement:

Assumptions:

Heat rate of the engines = 12,000 Btu/kW

Heating value of fuel = 100,000 Btu/therm (natural gas)

Heating value of fuel = 140,000 Btu/gal (diesel fuel)

Fuel consumed (natural gas) = $12,000 \text{ btu/kWh} \times \# \text{ kWh} \times 1/100,000 \text{ Btu/therm} = \# \text{ therms}$

Fuel Cost (natural gas) = $\# \text{ therms} \times \$ (\text{Avg. KeySpan } \$/\text{therm for firm gas for that month})$

Fuel consumed (diesel fuel) = $12,000 \text{ Btu/kWh} \times \# \text{ kWh} \times 1/140,000 \text{ Btu/gal} = \# \text{ gallons}$

Fuel Cost (diesel fuel) = $\# \text{ gals.} \times \$ (\text{Avg. cost of diesel at the pumps on Long Island for that month})$

Libra 400/4000 Basic Implementation Service Statement of Work

Enterprise Solutions
Services

Overview

This Basic Implementation Service ("Service") complements the Client's acquisition of one Libra 400/4000 server and results in a "ready-for-use" server upon which the Client can then install and implement applications and/or database software.

In this engagement, Unisys will

- Conduct an implementation planning meeting with the Client;
- Validate the hardware configuration;
- Develop naming conventions for the Master Control Program operating system ("MCP") pack families;
- Determine data communication requirements; and,
- Develop system start-up and shutdown procedures.

Roles and Responsibilities

Unisys will:

- Verify hardware and software shipment for completeness;
- Install Microsoft Windows 2003 Enterprise Edition;
- Install any licensed Unisys system software including the MCP operating system;
- Set MCP options;
- Establish system libraries and print system parameters;
- Establish user codes for the MCP environment;
- Configure the Windows and MCP TCP/IP network;
- Label MCP packs;
- Establish initial tape encryption keys; and,
- Install Webenabler, Client Access Services and the GUI utilities on one workstation and provide basic training on their use.

Client will:

- Assign a Client Executive Sponsor to facilitate internal coordination and to assist with the delivery of Services;
- Prepare facilities including power and receptacles plus network connectivity;
- Provide Unisys the IP address for the L400/4000 server and of any other servers necessary for networking;
- Provide Unisys access to the installation site during normal business hours and arrange after-hours access if required by Unisys; and,
- Implement user applications after this service is complete.

Estimated Timeframe

Unisys will provide the Services according to a mutually agreed upon schedule, on a fixed price level of effort with the planned performance of these Services within not more than 2 weeks from the start of this Basic Implementation Service.

Style:
LIB10001-BIS

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Printed in U.S. America 10/08

3826 5088-000

UNISYS

Description of Services for the Town of Riverhead

Project Management

Unisys will provide project management services to manage and co-ordinate the services under this Statement of Work. Project Management includes:

1. Produce and manage a joint project plan.
2. Provide a clear communication path between Client and Unisys for project status, resource allocation and problem resolution.
3. Coordinate all Unisys activities at Client's data center.

Planning

A planning meeting will be conducted with Client personnel to gather information for the installation plan and schedule. This session may be conducted by telephone or the Unisys consultant may be on-site. The Client Installation Coordinator will be responsible to provide Unisys with information and decisions necessary to perform the installation. Specific actions for this session include:

1. Determine that prerequisites have been met.
2. Review hardware configuration.
3. Determine initial operating system options, system factors, job queues, system usercodes, and passwords.
4. Develop naming conventions for MCP disk packs.
5. Review the Unisys e-@ction Transaction Server (COMS) and MARC operating environment.
6. Determine MCP disk pack allocations and data communications network specifications.
7. Determine necessary manuals to be ordered.
8. Review Client's system administrative staff for training recommendations.
9. Recommend Client's responsibilities for site hardware requirements such as uninterrupted power supplies, cables, and so forth.
10. Evaluate system backup requirements and propose disk backup procedures.
11. Secure Client's concurrence on installation plan and schedule.
12. Determine system start-up and shutdown procedures.

Installation

Unisys, with the assistance of Client's Installation Coordinator, will perform the following system installations tasks:

1. Verify hardware and software shipment for completeness.
2. Install Microsoft Windows 2003 Enterprise Edition.

3. Install any licensed Unisys system software (base release and latest interim corrections), including operating system, environmental software, message processing systems, data communications, application languages, and system utilities.
4. Verify Time, Date, and Time zone are set correctly.
5. Set MCP operating system options.
6. Establish MCP system libraries and MCP print subsystem parameters.
7. Label MCP disk packs.
8. Establish a backup Halt/Load Pack.
9. Set-up the Atlas Web Server in the MCP environment.
10. Set-up one workstation with Web Enabler for ClearPath MCP and confirm connection to COMS.
11. Set-up the GUI utilities (Operations Center, Print Center, Install Center, Administration Center) on one (1) workstation and provide basic training to Client on the use of the Centers.
12. Review and update custom MENUGRAPHS.
13. Review system power-up/power-down procedures for the MCP environment.
14. Review and document recovery procedures for the MCP environment.
15. Establish user codes for the MCP environment.
 - a. Establish up to 25 user codes
 - b. Establish user code templates as determined in the Security Center
 - c. Coordinate usage of user codes between MCP security and Microsoft security.
16. Install and demonstrate Client Access Services. This shall be done on a Windows workstation supplied by Client and connected to the TCP/IP Network. Verify that 2 – 3 of Client's terminals can connect to the system.
17. Review with Client the functions and operation of the System Console and ODT.
18. Document relevant installation information as determined by Unisys, including any special instructions.

Migration

The migration consulting services outlined here are predicated on the successful completion of the installation tasks listed above. These services will be provided in part at Client's facility and, when practical, remotely.

The specific tasks to be performed by Unisys consultants will be mutually agreed upon as the project unfolds.

Any services required by Client beyond those defined here can be quoted via a separate agreement at the current rates in effect at that time.

Unisys consultants will assist Client's support staff address the following migration tasks/topic areas:

1. Project planning, coordinating, meetings, etc.
2. Plan and deploy transition resources (e.g.; common tape, network access).
3. Connect, configure and validation testing on new peripherals purchased with the Libra 400.

4. Review system, networking and environmental software differences and assess impact on client's environment. Review significant new features and functions on levels installed on the Libra 400 for Client's consideration for use.
5. Review minimal system support tasks required for proper maintenance and care of the systems (e.g.; Use of the Unisys website's ClearPath support page to communicate with technical support, monitor alerts and pull down fixes to system software).
6. Search for code too old and/or incompatible with current processor architecture
7. Migrate system tailoring files and settings from old to new systems, adjusting as appropriate for the new environment (e.g.; COMS CFILE, USERDATAFILE).
8. Develop and validate procedures for moving application systems to the Libra 400, regenerating and recompiling them at new software levels.
9. Work with all concerned to develop a transition test plan for the new system to make maximum use of the period before cutover.
10. Support Client's staff during transition testing.
11. Identify and migrate non-Unisys components that modify the behavior of the system to meet Client's documented requirements (e.g.; COMS processing-items, printer transforms, custom libraries, menu graphs).
12. Develop a cutover plan to move all final hardware and software components and information to the new system during the "Go Live" period. Practice all procedures with Client that Client would be responsible to complete. Coordinate with Unisys field engineering.
13. Provide onsite assistance during critical tests and "Go Live" period – as necessary and agreed upon with Client's support staff.

Post Installation Review

Upon completion of the installation services described above, Unisys will hold a post implementation meeting with Client's Installation Coordinator. Additional services or site needs identified during installation will be discussed in the post-installation review meeting (not-to-exceed two (2) hours) to be held either by phone or in person within one (1) week of completing the installation. Any services requested outside the express scope of this Statement of Work will be considered New Services, and Unisys will quote a price, schedule and any additions or changes to the terms and conditions of this Statement of Work that are required by Unisys to provide such New Services. New Services will require a Change Request to this Statement or Work pursuant to the Change Control section below or a new order under a separate Statement of Work, as agreed by the parties, and signed by each parties' authorized representative. Any New Services performed without such signed document will be charged as part of this Statement of Work at Unisys then-current standard time and materials charges.

Post Implementation Services

The post implementation consulting services outlined here are predicated on the successful completion of the installation tasks listed above and are included in the Comprehensive Implementation Service.

1. Assistance with cutover to production, up to a maximum of eight (8) hours.
-

UNISYS

Description of Software for the Town of Riverhead

The software proposed consists of the Integrated Operating Environment package and individually priced software. The following is the contents of the IOE.

Integrated Operating Environment (IOE)

Software Package Contents

Operating Environments

- Administration Center
- CD-ROM Formatter
- CANDE
- Client Access Services
- Installation Center
- MARC
- Master Control Program
- Operations Center
- Print Center
- Print System
- Software License Management for ClearPath MCP
- System Software Utilities
- Virtual Machine for ClearPath MCP Software
- Win RPC
- Work Flow Language
- Workload Management for ClearPath MCP

Security

- Application Defender
- ClearPath Secure Transport
- Kerberos Authentication
- Kerberos Data Encryption
- Lightweight Directory Access Protocol
- Locum SAFEsurvey summary version
- McpCryptoApi for User Applications
- Secure Access Control Module
- Security Center

Application Development

- C Compiler
- Cross-Reference Symbolic
- Integration Expert
- Program Binder

Programmer's Workbench for ClearPath MCP
SORT Compiler
Virtual Machine for the Java Platform on ClearPath MCP

Tools and Utilities

ASAP Application Heartbeat
Enterprise Output Manager Host Software and Departmental Server (1 copy)
Host Memory Cache
MultiLingual System
TCP/IP Print Enabler

Database, Query, and Reporting

Database Operations Center
DMALGOL Compiler
Enterprise Database OLE DB Data Provider for ClearPath MCP
Enterprise Database Server Extended Edition for ClearPath MCP
JDBC Driver for ClearPath
JDBC Driver for OLE DB
ODBC Access for ClearPath MCP
Open Data Access Licenses for Unlimited Connections
SQL Query Processor for ClearPath MCP
XML Provider for ClearPath MCP

Communications and Networking

Core Network Services
Interactive Datacom Configurator
Network Administrative Utility
Network Operations Interface
Shared Adapter Network Services for Fast Ethernet
Shared Adapter Network Services for Gigabit Ethernet
Virtual LAN Services

Internet and Transaction Processing

ClearPath ePortal Developer Studio
ClearPath MCP Interface to Microsoft Transaction Integrator
Distributed Transaction Integration Developer License
J2EE Connector for MCP Transactions
J2EE Connector for Open DTP
OSI over TCP/IP Services
Screen Object Modeling Studio Developer License
TCP/IP Application Services for ClearPath MCP
TCP/IP Interprocess Communications Services
Transaction Center
Transaction Server
Web Enabler for ClearPath MCP (25 Users)
Web Enabling Components for

ClearPath MCP
Web Transaction Server for ClearPath MCP

Systems Management

SNMP Agent for TCP/IP Networks
SNMP Object Managers for ClearPath MCP

In addition to the IOE, we have included the following individually priced software:

MCPvm Encryption 64 bit (\$0)
COBOL74 Compiler
COBOL85 Compiler
Enterprise Database Server Inquiry (DMSII Inquiry)
Remote Print system
Screen Design Facility
ALGOL Compiler

Adopted

12/12/08

Town of Riverhead
Resolution # 1102

**AUTHORIZES PUBLIC HEARING TO SOLICIT INPUT FOR THE
DEVELOPMENT OF DOWNTOWN HISTORIC GUIDELINES & DC-1 BULK STUDY**

COUNCILMAN BUCKLEY

_____ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN _____:

WHEREAS, the Town of Riverhead was awarded a grant from the New York State Department of State Quality Communities Grant Program for the development of a bulk study to improve the implementation of the DC-1 zoning district and the development of historic district guidelines to improve implementation of the downtown historic district; and

WHEREAS, the Town of Riverhead has issued a request for proposals to perform these tasks and subsequently contracted with an historic preservation consultant, PDP, to develop historic guidelines for the implementation of the downtown historic district in the central business district, and also contracted with a planning firm consultant, AKRF, Inc, to conduct a bulk study of the downtown DC-1 zoning district; and

WHEREAS, the Town of Riverhead wishes to incorporate public input throughout this process; and

THEREFORE, BE IT RESOLVED, that Riverhead Town Board authorizes an initial public hearing on the development of historic guidelines for the implementation of the downtown historic district in the central business district, and the development of a bulk study of the downtown DC-1 zoning district to take place on December 30, 2008 at 2:05 p.m.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice in the Thursday, December 18, 2008 issue of the News Review and to post same on the signboard in Town Hall.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a notification of this resolution to the Community Development Department.

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 checked="" type="checkbox"/> WAS <input type="checkbox"/> WAS NOT					
THEREFORE DULY ADOPTED					

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

Please take notice that the Town of Riverhead hereby solicits public input to improve the implementation of the central business district zoning through development of a bulk study of the DC-1 zoning district and development of guidelines for the downtown historic district. The Town of Riverhead has selected consultants for each of these tasks to be funded by a grant from the New York State Department of State Quality Communities Grant Program. Public input will be encouraged throughout the anticipated 90-day process. An initial public hearing will take place at **2:05 p.m. on December 30, 2008.**

Comments can be mailed to the Community Development Department at 200 Howell Avenue, Riverhead, New York, 11901, through March 1, 2008.

Dated: December 18, 2008

Diane Wilhelm
Office of the Town Clerk

December 12, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 1103

APPOINT'S AUTOMOTIVE EQUIPMENT OPERATOR IN THE
HIGHWAY DEPARTMENT

COUNCILMAN WOOTEN

offered the following

resolution, which was seconded by

COUNCILWOMAN BLASS

WHEREAS, a vacancy exists in the Highway Department for an Automotive Equipment Operator; and

WHEREAS, the position was duly posted, posting #24, advertised for, interviews were conducted; and

WHEREAS, pursuant to a completed background investigation, the recommendations of the Superintendent of Highway, the Deputy Superintendent of Highway, and the Personnel Officer have been received.

NOW, THEREFORE, BE IT RESOLVED, that effective December 29, 2008 Ray Bouchard is hereby appointed to the position of Automotive Equipment Operator as found on Group 6, Step P of the Operational and Technical Salary Administration Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ray Bouchard, the Highway 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

TOWN OF RIVERHEAD

Adopted

Resolution # 1104

Grants Special Use Permit of Beacon Wireless Management Communications Tower

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

WHEREAS, Beacon Wireless Management submitted a petition for a special use permit in accordance with Article XLI of the Town Code of the Town of Riverhead to allow the construction of a wireless communication tower "flag pole" of eighty (80) feet in height with attendant antennae and equipment cabinets upon real property located at New York State Route 25, Calverton, New York; such property more particularly described as SCTM 0600-118-4-8.1, and

WHEREAS, the owner of the premises, Edward Densieski, has given permission to Beacon Wireless to make such petition, and

WHEREAS, the Planning Department has reviewed the special permit use petition together with the attached plans as prepared by Michael Walker, Architect, AIA last dated September 9, 2008, and certification that the proposed tower meets the current standard regulations of the FAA and FCC and all state agencies; and

WHEREAS, the Planning Department has thoroughly reviewed the petition, the attendant environmental assessment form, as well as all drawings provided and has recommended that the action be considered Unlisted pursuant to 6NYCRR Part 617 without significant adverse impacts to either the natural or social environment, and

WHEREAS, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be one of local determination, and

WHEREAS, a public hearing was held on October 21, 2008 and with the applicant's attorney appearing and presenting proof in the form of expert testimony and reports from Michael Walker (architect), R.A., Ms. Erin Duffy of Freudenthal and

Elkowitz Consulting Group who prepared a planning zoning and visual impact analysis, Mr. Lou Cornallhia (Engineering) and Mr. Nicholas , Sr. Radio Frequency Engineer for Pier Con Solutions, LLC to address the criteria set forth in Article XLI, Chapter 108-216 B(2) of the Riverhead Town Code including but not limited to gap in service such that the erection of the proposed monopole and the affixing of the proposed antennae will allow the utility to provide reliable and adequate telecommunications service to residents, proximity to residential land uses, site and surrounding topography and alternative technologies. In addition to the above, the applicant filed a detailed engineering report prepared by Scinetx Corporation concluding that the anticipated radio frequency electromagnetic emissions comply with FCC regulations, and

WHEREAS, the Town Board has carefully considered the merits of the special application, the SEQRA record to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing, as well as all other relevant Planning, Zoning and Environmental information and criteria set forth in the Code of the Town of Riverhead with respect to telecommunications antennae and public utilities, now

NOW, BE IT THEREFORE

RESOLVED, that in the matter of the special use permit of Beacon Wireless Management, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617, and further finds the action to be Unlisted without significant adverse impacts to either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared, and

BE IT FURTHER

RESOLVED, that in the matter of the special permit petition of Beacon Wireless Management, the Riverhead Town Board hereby makes the following findings:

- (i) The property lies within the Riverfront Corridor Zoning Use District which provides for wireless communication antennas as a special permitted use,

- (ii) The applicant seeks to erect a wireless communication tower of 80 feet in height with associated antennae and equipment,
- (iii) The current use of the property is an automobile repair shop with accessory parking and storage,
- (iv) The applicant seeks permission to construct a public utility to both provide and improve telecommunication service to residents in the immediate area and individuals traveling through the Town of Riverhead,
- (v) The applicant has satisfactorily addressed the general code provisions outlined in Chapter 108-214 including but not limited to inventory of existing sites, aesthetic requirements and reduction of visual obtrusiveness,
- (vi) The applicant has satisfactorily addressed the criteria set forth in code provisions outlined in Chapter 108-216 including but not limited proximity to residential structures and residential district boundaries, nature of existing on adjacent and nearby properties, location of existing sites and need for location at site to provide reliable coverage, and ingress and egress to site, and

BE IT FURTHER

RESOLVED, that based upon its findings, the Riverhead Town Board hereby approves the special use permit of Beacon Wireless Management to allow the construction of a wireless communication tower of eighty (80) feet in height with attendant antennae and equipment cabinets upon real property located at New York State Route 25, Calverton, New York; such property more particularly described as SCTM 0600-118-4-8.1, and

BE IT FURTHER,

RESOLVED, that a copy of this resolution be forwarded to Beacon Wireless Management or agent, the Building Department, the Town Attorney, the Fire Marshal,

the Accounting Department and that a copy be scanned on to the Town Hall Share Drive for future reference.

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

Adopted

*12/12/2008 The Resolution was untabled at the Special Board Meeting
All voted yes to UNTABLE
The Resolution was Adopted
All voted yes to Adopt.
December 2, 2008

Tabled

TOWN OF RIVERHEAD

Resolution # 1093

AWARDS BID FOR PICK UP AND REMOVAL OF YARD WASTE DEBRIS
FROM THE YOUNG'S AVENUE YARD WASTE COLLECTION FACILITY

COUNCILMAN BUCKLEY

offered the following resolution

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for Pick up and Removal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility and;

WHEREAS, two bids were received and opened at 11:00 am on November 7, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York; the date, time and place as specified in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for Removal and Disposal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility for the period of January 1, 2009 through December 31, 2009 for the Town of Riverhead be and is hereby awarded to the lowest bidder, Oyster Bay Industries, Inc. for \$14.20 per cubic yard.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Oyster Bay Industries, Inc., located at 6232 Middle Country Road, Manorville, NY 11949, the Sanitation Department and the Purchasing Department.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT

DECLARED DULY ADOPTED