SPECIAL TOWN BOARD MEETING 03.25.10
RESOLUTIONS:

Res. #226	Resolution Rejects Bid of Aldco Builders, Inc. for Howell Avenue Pump Station Reconstruction – Contract No. 0805G – General & Mechanical Construction – Riverhead Sewer District
Res. #227	Awards Bid – Howell Avenue Pump Station Reconstruction – Contract No. 0805G – General & Mechanical Construction Riverhead Sewer District
Res. #228	Awards Bid – Howell Avenue Pump Station Reconstruction – Contract No. 0805E – Electrical Construction – Riverhead Sewer District
Res. #229	Authorizes Town Supervisor to Execute and Submit SPDES Permit Modification Request for the Riverhead Sewer District
Res. #230	Awards Bid for Annual Construction Contract
Res. #231	Awards Bid for Annual Materials and Asphalt Procurement Contract
Res. #232	Authorizes Town Clerk to Public and Post New York State Audit Pursuant to General Municipal Law §35
Res. #233	Authorizes the Supervisor to Execute a Lease Agreement Regarding 755 East Main Street, Riverhead

3/25/10

Adopted

TOWN OF RIVERHEAD
Resolution # 226

RESOLUTION REJECTS BID OF ALDCO BUILDERS, INC. FOR HOWELL AVENUE PUMP STATION RECONSTRUCTION – CONTRACT NO. 0805G – GENERAL & MECHANICAL CONSTRUCTION – RIVERHEAD SEWER DISTRICT.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board has solicited bids for the General and Mechanical Construction (Contract G) for the Riverhead Sewer District Howell Avenue Pump Station; and

WHEREAS, the Town has received bids, among others, from Aldco Builders, Inc., and

WHEREAS, the Town's consulting engineers have reported to the Town Board that the bids submitted by the aforesaid bidder is non-responsive and failed to comply with the requirements of the bid specifications with respect to qualifications for bidders in that they failed to complete the bid section concerning "qualifications of bidder"; and

WHEREAS, Aldco Builders, Inc. has not completed a pumping station project of similar size, and

WHEREAS, the Riverhead Town Board adopted resolution #125 which provided that Aldco Builders, Inc. could submit objections to this determination, and

WHEREAS, Aldco Builders, Inc. did submit objections which this Board finds upon review does not satisfy the bidding requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead determines Aldco Builders, Inc. not eligible to bid on the project of Howell Avenue Pump Station Reconstruction and Force Main Replacement, General and Mechanical Construction, and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead rejects the bid of Aldco Builders, Inc. for the Howell Avenue Pump Station Reconstruction and Force Main Replacement, General and Mechanical Construction, Contract No. RDSD 08-05G, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Aldco Builders, Inc., 60 Carleton Avenue, Islip Terrace, NY 11752, 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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

3/25/10 Adopted

TOWN OF RIVERHEAD
Resolution # 227

AWARDS BID – HOWELL AVENUE PUMP STATION RECONSTRUCTION – CONTRACT NO. 0805G – GENERAL & MECHANICAL CONSTRUCTION RIVERHEAD SEWER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, this Town Board did authorize the advertisement for bids for project known as Howell Avenue Pump Station Reconstruction – Contract No. 0805G – General and Mechanical Construction of the Riverhead Sewer District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Sewer District, by attached letter dated March 15, 2010 did recommend that the bid be awarded to ADJO Contracting Corp. at the total bid price of $1,379,000.00 being the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, that the bid for project known as Howell Avenue Pump Station Reconstruction – Contract No. 0805G – General and Mechanical Construction of the Riverhead Sewer District, be and is hereby awarded to:

ADJO Contracting Corp.
Bohemia, New York
In the bid amount of $1,379,000.00

and be it further

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

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

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with ADJO Contracting Corp. for this project, and be it further

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

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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

H2M

Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

175 Pinelawn Road | Suite 308
Melville, New York 11747
v 631.756.8000 f 631.393.6322
www.h2m.com

March 15, 2010

Supervisor Sean Walter & Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: Town of Riverhead / Riverhead Sewer District
Howell Ave. Pump Station Reconstruction
Bid Recommendation
Contract No. 0805G – General and Mechanical Construction
Our File No.: RDSD0805

Dear Supervisor & Town Board:

On January 7, 2010, nine (9) bids were received for the referenced construction contract. The bid results follow:

BIDDER		TOTAL BASE BID
1	Aldco Builders, Inc	$1,310,000.00
2	ADJO Contracting Corp.	$1,379,000.00
3	Philip Ross Industries, Inc.	$1,750,000.00
4	Bove Industries, Inc	$1,792,306:00
5	Bensin Contracting, Inc	$1,870,000.00
6	Galvin Brothers, Inc	$1,957,000.00
7	Posillico Civil, Inc	$2,156,295,00
8	W.H.M. Plumbing & Heating, Inc.	$2,238,000,00
9	Heritage Mechanical Services, Inc	$2,639,000,00

* Includes Cash Allowances Totaling $40,000

H2M's construction cost opinion as presented in the Map and Plan dated April 2008 was $1,512,000.00. Consequently, the bid is within budget.

The lowest bid submitted by Aldco builders, Inc has been rejected pursuant to Town Board Resolution #125. We have investigated the qualifications of the second bidder and find them

H2M

qualified to perform the work. We have reviewed the bid submitted by ADJO Contracting Corp. Based on the information provided by the bidder and our investigations, we find this contractor to be qualified in performing projects of similar size and complexity. We also know them to be responsible.

Therefore, we recommend that the contract be awarded to ADJO Contracting Corp. for ONE MILLION THREE HUNDRED SEVENTY NINE THOUSAND DOLLARS AND ZERO CENTS ($1,379,000.00). They can be reached as follows: Mr. Joseph Bongiorno, Vice President, ADJO Contracting Corp., 207 Knickerbocker Ave., Bohemia, New York 11716, (631) 589-0800, (631) 589-0404 (fax).

Upon approval of this bid recommendation, H2M will forward four (4) counterparts of the conformed bid documents to Mr. Richard A. Ehlers, Esq. for contract execution.

Please do not hesitate to contact us should any questions arise.

Very truly yours,
HOLZMACHER, McLENDON & MURRELL, P.C.

Frank M. Russo, P.E.
Vice President

CAW: FMR

cc: Superintendent Michael P. Reichel (w/o encl.)
Richard A. Ehlers, Esq. (w/ 4 counterparts of conformed documents)
C. Weiss

3/25/10 Adopted

TOWN OF RIVERHEAD
Resolution # 228

AWARDS BID – HOWELL AVENUE PUMP STATION RECONSTRUCTION – CONTRACT NO. 0805E – ELECTRICAL CONSTRUCTION - RIVERHEAD SEWER DISTRICT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, this Town Board did authorize the advertisement for bids for project known as Howell Avenue Pump Station Reconstruction – Contract No. 0805E – Electrical Construction of the Riverhead Sewer District, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Sewer District, by attached letter dated March 15, 2010 did recommend that the bid be awarded to Hinck Electrical Contractor, Inc. at the total bid price of $537,845.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for project known as Howell Avenue Pump Station Reconstruction – Contract No. 0805E – Electrical Construction of the Riverhead Sewer District, be and is hereby awarded to:

Hinck Electrical Contractor, Inc.
Bohemia, New York
In the bid amount of $537,845.00

and be it further

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

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

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with Hinck Electrical Contractor, Inc. for this project, and be it further

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

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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

H2M

Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
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175 Pinelawn Road | Suite 308
Melville, New York 11747
v 631.756.8000 f 631.393.6322
www.h2m.com

March 15, 2010

Supervisor Sean Walter & Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Re: Town of Riverhead / Riverhead Sewer District
Howell Ave. Pump Station Reconstruction
Bid Recommendation
Contract No. 0805E – Electrical Construction
Our File No.: RDSD0805

Dear Supervisor & Town Board:

On January 7, 2010, five (5) bids were received for the referenced construction contract. The bid results follow:

BIDDER		TOTAL BASE BID AMOUNT
1	Hinck Electrical Contractor, Inc	$537,845.00
2	KND Licensed Electrical Contracting.	$558,000.00
3	Cooper Power & Lighting Corp.	$596,000.00
4	Welsbach Electric Corp. of LI	$597,200.00
5	Madhue Electric, Inc	$625,000.00

* Includes Cash Allowances Totaling $30,000

H2M's construction cost opinion as presented in the Map and Plan dated April 2008 was $677,000.00. Consequently, the bid is within budget.

We have reviewed the bid submitted by Hinck Electrical Contractor, Inc. Based on the information provided by the bidder and our investigations, we find this contractor to be qualified in performing projects of similar size and complexity. We also find them to be responsible.

Therefore, we recommend that the contract be awarded to Hinck Electrical Contractor, Inc. for FIVE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND ZERO CENTS ($537,845.00). They can be reached as follows: Mr. Craig

H2M

Hinck, Vice President, Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, New York 11716, (631) 277-7700, (631) 277-7833 (fax).

Upon approval of this bid recommendation, H2M will forward four (4) counterparts of the conformed bid documents to Mr. Richard A. Ehlers, Esq. for contract execution.

Please do not hesitate to contact us should any questions arise.

Very truly yours,
HOLZMACHER, McLENDON & MURRELL, P.C.

Frank M. Russo, P.E.
Vice President

CAW: FMR

cc: Superintendent Michael P. Reichel (w/o encl.)
Richard A. Ehlers, Esq. (w/ 4 counterparts of conformed documents)
C. Weiss

X:\RDSD (RIVERHEAD SEWER DISTRICT) - 10805\RDSD0805 HOWELL AVE PS DESIGN & CONSTRUCTION PHASE\03 - BIDDING\CORRESPONDANCE\2010 02-23 BID RECOMMENDATION E.DOC | CHRIS WEISS | 3/15/2010 10:04 AM | 2 |

3/25/10

Adopted

TOWN OF RIVERHEAD

Resolution # 229

AUTHORIZES TOWN SUPERVISOR TO EXECUTE AND SUBMIT SPDES PERMIT MODIFICATION REQUEST FOR THE RIVERHEAD SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the New York State Department of Environmental Conservation (NYS DEC) after review of the total maximum daily limit (TMDL) for nitrogen has modified the State Pollutant Discharge Elimination System (SPDES) Permit for the Riverhead Sewer District to require enhanced treatment of effluent, and

WHEREAS, the Riverhead Town Board has caused H2M, consulting engineers to the Riverhead Sewer District, to prepare an acceptable work plan detailing the construction improvements necessary to meet the requirements of the TMDL which work plan has been submitted and reviewed, and

WHEREAS, NYS DEC has advised that the plan as submitted may not be approved until the SPDES Permit covering the effluent from the Riverhead Sewer District be modified to provide for the proposed treatment methods and flows.

NOW THEREFORE BE IT RESOLVED, the Town Supervisor be and hereby is authorized to execute and submit the attached SPDES Permit modification request and letter of explanation to modify the treatment method and effluent limit at the Riverhead Sewage Treatment Plant to meet compliance with the state mandated TMDL.

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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

03/25/10 Adopted

TOWN OF RIVERHEAD

Resolution # 230

AWARDS BID FOR ANNUAL CONSTRUCTION CONTRACT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contract; and

WHEREAS, eight (8) bids were received, opened and read aloud on the 4th day of March, 2010 at 11:00 am in the Office of the Town clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the bid package required bidders to complete all item in an award grouping to be a competitive bid. Bidders that did not complete all items in an award grouping are considered not qualified in that award grouping.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Construction Contract be and is hereby awarded as follows:

Award No.1- Mixed In Place Road Reconstruction – Low Quantity
Low Bidder- Rosemar Construction
Alternate Low Bidder- Laser Industries Inc.

Award	Item				Rosemar		Laser Ind.	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
1	4	Stabilized Mixed-in-Place Recycled Base Course Asphalt Concrete Type 1A Overlay	SY	500 - 2,000	$6.00	$7,500.00	$8.00	$10,000.00
	4RCA	Place Dense Graded Aggregate Base Course	CY	25 - 100	$5.00	$1,500.00	$20.00	$6,000.00
	55	Type 1B Dense Binder	Ton	60 - 250	$65.00	$10,075.00	$110.00	$17,050.00
	2	Unclassified Excavation	CY	50 - 175	$15.00	$825.00	$50.00	$2,750.00
	2U	Removal of Unsuitable Materials	CY	25 -100	$20.00	$500.00	$30.00	$750.00
	57	Bituminous Material A, Emulsion	Gal	1,200 - 4,500	$2.10	$4,725.00	$3.00	$6,750.00
	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	50 - 200	$70.00	$10,500.00	$140.00	$21,000.00
	25	Casting Adjustment	Ea.	0 - 5	$50.00	$150.00	$500.00	$1,500.00
	112	Topsoil and Seed	SY	150 - 550	$5.00	$1,000.00	$12.00	$2,400.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	300 - 1,200	$0.65	$390.00	$2.00	$1,200.00
						$37,165.00		**$69,400.00**

Award No. 2 – Mixed In Place Road Reconstruction – Large Quantity
Low Bidder- Rosemar Construction
Alternate Low Bidder- Corazzini Asphalt Inc.

Award No.	Item No.	Description	Unit	Quantity	Rosemar Unit Cost	Rosemar Total Price	Corazzini Unit Cost	Corazzini Total Price
2	4	Stabilized Mixed-in-Place Recycled Base Course Asphalt Concrete Type 1A Overlay	SY	2,001 - 6,000	$5.00	$10,010.00	$4.75	$9,509.50
	4RCA	Place Dense Graded Aggregate Base Course	CY	101 - 200	$5.00	$825.00	$25.00	$4,125.00
	55	Type 1B Dense Binder	Ton	250 - 710	$65.00	$16,250.00	$80.00	$20,000.00
	2	Unclassified Excavation	CY	175 - 500	$20.00	$4,000.00	$10.00	$2,000.00
	57	Bituminous Material A, Emulsion	Gal	4,500 - 13,500	$2.10	$9,450.00	$2.50	$11,250.00
	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	175 - 550	$70.00	$17,500.00	$87.00	$21,750.00
	25	Casting Adjustment	Ea.	6 - 10	$50.00	$400.00	$200.00	$1,600.00
	112	Topsoil and Seed	SY	550 - 1,600	$5.00	$3,000.00	$2.00	$1,200.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	1,200 - 3,600	$0.65	$1,430.00	$1.20	$2,640.00
						$62,865.00		**$74,074.50**

Award No. 3 – Road Construction – Low Quantity
Low Bidder – Laser Industries
Alternate Low Bidder – KJB Industries Inc.

Award No.	Item No.	Description	Unit	Quantity	Laser Ind Unit Cost	Laser Ind Total Price	KJB Unit Cost	KJB Total Price
3	1	Clearing and Grubbing	Acre	0-2.5	$8,000.00	$8,000.00	$10,000.00	$10,000.00
	2	Unclassified Excavation	CY	50-99	$40.00	$2,000.00	$40.00	$2,000.00
	4S	Stabilized Soil Aggregate Subbase	CY	0-175	$35.00	$1,050.00	$50.00	$1,500.00
	55	Base Course Asphalt Concrete Type 1B	Ton	50-100	$170.00	$12,750.00	$150.00	$11,250.00
	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	50-100	$170.00	$12,750.00	$150.00	$11,250.00
	25	Casting Adjustment	Ea.	0-5	$500.00	$1,000.00	$800.00	$1,600.00
	118	Silt Fence/Haybales	LF	50-600	$12.00	$600.00	$12.00	$600.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	50-600	$2.00	$600.00	$6.00	$1,800.00
						$38,750.00		**$40,000.00**

Award No. 4 – Road Construction – Large Quantity
Low Bidder – Corazzini Asphalt Inc.
Alternate Low Bidder – Laser Industries

Award No.	Item No.	Description	Unit	Quantity	Corazzini Asphalt Unit Cost	Corazzini Asphalt Total Price	Laser Industries Unit Cost	Laser Industries Total Price
4	1	Clearing and Grubbing	Acre	2.5 -5	$3,000.00	$15,000.00	$7,500.00	$37,500.00
	2	Unclassified Excavation	CY	100-150	$20.00	$2,000.00	$40.00	$4,000.00
	4S	Stabilized Soil Aggregate Subbase	CY	175-400	$20.00	$4,000.00	$35.00	$7,000.00
	55	Base Course Asphalt Concrete Type 1B	Ton	100-200	$150.00	$22,500.00	$160.00	$24,000.00
	50	Asphalt Concrete Type 1A Furnished & Placed	Ton	100-200	$150.00	$22,500.00	$160.00	$24,000.00
	25	Casting Adjustment	Ea.	0-5	$100.00	$200.00	$500.00	$1,000.00
	118	Silt Fence/Haybales	LF	600-1,200	$4.00	$2,600.00	$12.00	$7,800.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	600-1,200	$1.20	$960.00	$2.00	$1,600.00
						$69,760.00		**$106,900.00**

Award No.5 – Drainage Installation Work
Low Bidder- KJB Industries, Inc.
Alternate Low Bidder- Norman Kurrass Contractor Inc.

Award No.	Item No.	Description	Unit	Quantity	KJB Ind Unit Cost	KJB Ind Total Price	Norman Kurrass Unit Cost	Norman Kurrass Total Price
5	4	Recycled Concrete Aggregate	CY	0 - 100	40.00	2,000.00	48.00	2,400.00
	7RR	Remove and Replace Curb	LF	20 - 120	100.00	3,000.00	48.00	1,440.00
	9RR	Remove and Replace Conc. Sidewalk	SY	10 - 50	100.00	3,000.00	68.00	2,040.00
	13-12	Smooth Interior Corrugated Polyethylene Pipe -12" Dia.	LF	10 - 100	20.00	1,200.00	42.00	2,520.00
	13-15	Smooth Interior Corrugated Polyethylene Pipe -15" Dia.	LF	10 - 100	20.00	1,200.00	44.00	2,640.00
	13-18	Smooth Interior Corrugated Polyethylene Pipe -18" Dia.	LF	10 - 100	22.00	1,320.00	48.00	2,880.00
	21A	Leaching Basins (8' Dia.x 4'L)	Ea.	1 - 5	3,500.00	10,500.00	2,825.00	8,475.00
	21B	Leaching Basins (8' Dia.x 8'L)	Ea.	1 - 5	4,000.00	12,000.00	4,230.00	12,690.00
	21C	Leaching Basins (8' Dia.x 12'L)	Ea.	1 - 5	4,500.00	13,500.00	5,980.00	17,940.00
	21D	Leaching Basins (10' Dia.x 4'L)	Ea.	1 - 5	3,500.00	10,500.00	3,685.00	11,055.00
	21E	Leaching Basins (10' Dia.x 8'L)	Ea.	1 - 5	4,000.00	12,000.00	5,235.00	15,705.00
	21F	Leaching Basins (10' Dia.x 12'L)	Ea.	1 - 5	4,500.00	13,500.00	7,300.00	21,900.00
	23A	Catch Basin Type A	Ea.	1 - 5	2,000.00	6,000.00	2,655.00	7,965.00
	23B	Catch Basin Type B	Ea.	1 - 5	2,000.00	6,000.00	2,800.00	8,400.00
	23AXD	Catch Basin Type A- Add Dept	LF	1 - 4	300.00	900.00	475.00	1,425.00
	23BXD	Catch Basin Type B - Add Depth	LF	1 - 4	300.00	900.00	480.00	1,440.00
	25	Casting Adjustment	Ea.	1 - 5	800.00	2,400.00	480.00	1,440.00
	27	Catch Basins, Manholes and Drop Inlets	Ea.	1 - 5	2,500.00	7,500.00	2,870.00	8,610.00
	112	Topsoil and Seed	SY	0-500	12.00	3,000.00	9.30	2,325.00
						$110,420.00		**$133,290.00**

Award No. 6 . – Pavement overlay – Low Quantity
Low Bidder - Rosemar Construction
Alternate Low Bidder- Corazzini Asphalt Inc.

Award No.	Item No.	Description	Unit	Quantity	Rosemar Unit Cost	Rosemar Total Price	Corazzini Unit Cost	Corazzini Total Price
6	4S	Stabilized Soil Aggregate Subbase	CY	0 - 20	$5.00	$25.00	$15.00	$75.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	5 - 75	$80.00	$3,200.00	$105.00	$4,200.00
	50	Asphalt Top Coarse Type 1A	Ton	20 - 300	$80.00	$16,000.00	$110.00	$22,000.00
	59	Cold milling, shaping and removal of bituminous concrete pavement	SY	200 - 3,000	$3.50	$1,750.00	$7.00	$3,500.00
	118	Silt Fence/Haybales	LF	50 - 200	$3.00	$150.00	$5.00	$250.00
	2U	Removal of unsuitable material (below lower limit if Item No. 4S)	CY	0 - 50	$20.00	$200.00	$1.00	$10.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	0 - 2,000	$0.65	$884.00	$1.20	$1,632.00
						$22,209.00		**$31,667.00**

Award No. 7 – Pavement Overlay – Large Quantity
Low Bidder - Rosemar Construction
Alternate Low Bidder- Corazzini Asphalt Inc.

Award No.	Item No.	Description	Unit	Quantity	Rosemar Unit Cost	Rosemar Total Price	Corazzini Unit Cost	Corazzini Total Price
7	4S	Stabilized Soil Aggregate Subbase	CY	21 - 40	$5.00	$150.00	$15.00	$450.00
	48	Asphalt Concrete Truing and Leveling Course	Ton	Over 75	$63.00	$6,300.00	$80.00	$8,000.00
	50	Asphalt Top Coarse Type 1A	Ton	300-1,000	$70.00	$35,000.00	$80.00	$40,000.00
	59	Cold milling, shaping and removal of bituminous concrete pavement	SY	Over 3,000	$2.95	$8,852.95	$5.00	$15,005.00
	118	Silt Fence/Haybales	LF	Over 200	$3.00	$603.00	$3.00	$603.00
	2U	Removal of unsuitable material (below lower limit if Item No. 4S)	CY	Over 50	$20.00	$1,200.00	$10.00	$600.00
	116	Thermoplastic Reflectorized Pavement Markings	LF	over 2,000	$0.65	$1,300.65	$1.20	$2,401.20
						$53,406.60		**$67,059.20**

Award No. 8 – Concrete Curb, Sidewalk, Aprons, Belgian Block Curb, Trench Drains – Low Quantity
Low Bidder - Laser Industries, Inc.
Alternate Low Bidder- KJB Industries, Inc.

Award No.	Item No.	Description	Unit	Quantity	Laser Unit Cost	Laser Total Price	KJB Ind Unit Cost	KJB Ind Total Price
8	2U	Removal of Unsuitable Materials	CY	5-10	$50.00	$250.00	$50.00	$250.00
	6	Detectable Warning Units	SF	1-25	$40.00	$400.00	$30.00	$300.00
	7	Concrete Curb	LF	20-250	$25.00	$2,500.00	$45.00	$4,500.00
	7A	Concrete Header	LF	20-250	$26.00	$2,600.00	$45.00	$4,500.00
	7RR	Remove and Replace Concrete Curb	LF	20-250	$28.00	$2,800.00	$45.00	$4,500.00
	8	Belgian Block Curb	LF	20-250	$28.00	$2,800.00	$25.00	$2,500.00
	8RR	Remove and Replace Belgian Block Curb	LF	20-250	$29.00	$2,900.00	$25.00	$2,500.00
	9	Concrete Sidewalk	SY	10-115	$63.00	$6,300.00	$70.00	$7,000.00
	9RR	Remove and Replace Concrete Sidewalk	SY	10-115	$72.00	$7,200.00	$70.00	$7,000.00
	10-4	Colored and Imprinted Concrete Sidewalk - 4"	SY	10-115	99.00	9,900.00	$95.00	$9,500.00
	10-6	Colored and Imprinted Concrete Sidewalk - 6"	SY	10-115	122.85	12,285.00	$115.00	$11,500.00
	10-4RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	10-115	112.50	11,250.00	$100.00	$10,000.00
	10-6RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 6"	SY	10-115	159.70	15,970.00	$120.00	$12,000.00
	11	Concrete Apron	SY	0-30	72.00	7,200.00	$100.00	$10,000.00
	11RR	Remove and Replace Concrete Apron	SY	0-30	90.00	27,000.00	$100.00	$30,000.00
	12	Trench Drain System Installed	LF	0-100	100.00	4,000.00	$300.00	$12,000.00
	13-4"	Smooth Interior Corrugated Polyethylene Pipe - 4" Dia.	LF	0-200	10.00	1,600.00	$5.00	$800.00
	112	Topsoil and Seed	SY	0-200	12.00	1,800.00	$12.00	$1,800.00
						$118,755.00		**$130,650.00**

Award No. 9 – Concrete Curb, Sidewalk, Aprons, Belgian Block Curb, Trench Drains – Large Quantity
Low Bidder – Laser Industries, Inc.
Alternate Low Bidder – KJB Industries, Inc.

Award	Item				Laser Industries	KJB Ind

No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
9	2U	Removal of Unsuitable Materials	CY	11 - 20	$40.00	$200.00	$50.00	$250.00
	6	Detectable Warning Units	SF	25 - 100	$40.00	$1,600.00	$30.00	$1,200.00
	7	Concrete Curb	LF	251 - 1,000	$24.00	$7,200.00	$33.00	$9,900.00
	7A	Concrete Header	LF	251-1,000	$25.00	$7,500.00	$33.00	$9,900.00
	7RR	Remove and Replace Concrete Curb	LF	251 - 1,000	$27.00	$8,100.00	$33.00	$9,900.00
	8	Belgian Block Curb	LF	251-1,000	$27.00	$8,100.00	$25.00	$7,500.00
	8RR	Remove and Replace Belgian Block Curb	LF	251-1,000	$29.00	$8,700.00	$25.00	$7,500.00
	9	Concrete Sidewalk	SY	116 - 450	$63.00	$9,450.00	$70.00	$10,500.00
	9RR	Remove and Replace Concrete Sidewalk	SY	116 - 450	$63.00	$25,200.00	$65.00	$26,000.00
	10-4	Colored and Imprinted Concrete Sidewalk - 4"	SY	116-450	$99.00	$39,600.00	$95.00	$38,000.00
	10-6	Colored and Imprinted Concrete Sidewalk - 6"	SY	116-450	$122.85	$49,140.00	$110.00	$44,000.00
	10-4RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 4"	SY	116-450	$112.50	$45,000.00	$95.00	$38,000.00
	10-6RR	Remove and Replace Colored and Imprinted Concrete Sidewalk - 6"	SY	116-450	$144.00	$57,600.00	$110.00	$44,000.00
	11	Concrete Apron	SY	31 - 100	$72.00	$7,200.00	$100.00	$10,000.00
	11RR	Remove and Replace Concrete Apron	SY	31 - 100	$90.00	$27,000.00	$100.00	$30,000.00
	12	Trench Drain System Installed	LF	101-300	$90.00	$10,800.00	$250.00	$30,000.00
	13-4"	Smooth Interior Corrugated Polyethylene Pipe - 4" Dia.	LF	201-400	$10.00	$3,000.00	$5.00	$1,500.00
	112	Topsoil and Seed	SY	500-1,000	$11.00	$6,600.00	$12.00	$7,200.00
						$321,990.00		**$325,350.00**

Award No.10 – Permeable Paver Parking Lots
Low Bidder – KJB Industries, Inc.
Alternate Low Bidder – Laser Industries, Inc.

Award	Item				KJB Industries	Laser Industries

No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
10	2	Unclassified Excavation	CY	20-450	$ 30.00	$ 6,000.00	$ 45.00	$ 9,000.00
	6	Detectable Warning Units	SF	0-100	$ 30.00	$ 1,500.00	$ 40.00	$ 2,000.00
	7	Concrete Curb	LF	20-350	$ 33.00	$ 9,900.00	$ 35.00	$ 10,500.00
	8	Belgian Block Curb	LF	20-350	$ 25.00	$ 7,500.00	$ 38.00	$ 11,400.00
	9	Concrete Sidewalk	SY	0-40	$ 130.00	$ 2,600.00	$ 180.00	$ 3,600.00
	10-4	Colored & Imprinted Concrete Sdwk-4"	SY	0-40	$ 160.00	$ 3,200.00	$ 216.00	$ 4,320.00
	11	Concrete Apron	SY	0-45	$ 130.00	$ 3,250.00	$ 198.00	$ 4,950.00
	12	Trench Drain System Installed	LF	50-100	$ 250.00	$ 18,750.00	$ 200.00	$ 15,000.00
	13-4"	Smooth Interior Corrugated PEP - 4"	LF	50-100	$ 5.00	$ 375.00	$ 160.00	$ 12,000.00
	170-3/4	Blue Stone -3/4	Cy	285	$ 75.00	$ 15,000.00	$ 80.00	$ 16,000.00
	170-3/8	Blue Stone- 3/8	Cy	0-100	$ 80.00	$ 6,000.00	$ 80.00	$ 6,000.00
	170 Screenin gs	Blue Stone Screeenings	Cy	0-30	$ 80.00	$ 2,000.00	$ 90.00	$ 2,250.00
	190-Pedestria n Block	Pedestrian Rated Permeable Paver	SF	0-8,000	$ 15.00	$ 105,000.00	$ 25.00	$ 175,000.00
	190-H20 Open Block	Open Paver rated for H-20 Loading	SF	0-8,000	$ 18.00	$ 126,000.00	$ 30.00	$ 210,000.00
	190-Permeabl e Paver	Permeable Paver	SF	0-8,000	$ 16.00	$ 112,000.00	$ 24.00	$ 168,000.00
		Pavement Striping	LF	0-700	$ 5.00	$ 2,000.00	$ 2.00	$ 800.00
	112	Topsoil and Seeding	SY	0-200	$ 12.00	$ 1,800.00	$ 12.00	$ 1,800.00
						$422,875.00		**$ 652,620.00**

Award No. 12 – Bituminous Surface Treatment- Low Quantity
No Bids Received

Award No. 13 – Bituminous Surface Treatment – Large Quantity
Low Bidder – Corazzini Asphalt Inc.

Award No.	Item No.	Description	Unit	Quantity	Corazzini Unit Cost	Corazzini Total Price
13	100	Bituminous Surface Treatment "Emulsion and Stone"	SY	Over 1,999	$3.25	$8,125.00
	102	Bituminous Surface Treatment "Oil and Stone"	SY	Over 3,999	$3.25	$16,250.00
	104	Asphalt Emulsion Slurry	SY	Over 1,000	$3.25	$6,500.00
						$30,875.00

Award No. 14. – Pavement Crack Sealant
Low Bidder – KJB Industries, Inc.

Award No.	Item No.	Description	Unit	Quantity	KJB Unit Cost	KJB Total Price

14	44	Elastometric Pavement Crack Sealant	Lbs	1 - 1,000	$3.00	$1,500.00
	46	Fiber Reinforced Polymer Modified Pavement Crack Sealant	LF	1 - 1,000	$4.00	$2,000.00

$3,500.00

Award No. 15 – Fencing – Low Quantity
Low Bidder - Laser Industries, Inc.
Alternate Low Bidder – Suffolk Asphalt Corp.

Award	Item				Laser		Suffolk Asp Corp	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
15	108-4	Vinyl Coated Chain Link Fencing	LF	0-100	$25.50	$1,275.00	$25.98	$1,299.00
	108-6	Vinyl Coated Chain Link Fencing	LF	0-100	$28.50	$1,425.00	$29.98	$1,499.00
	108-8	Vinyl Coated Chain Link Fencing	LF	0-100	$30.50	$1,525.00	$31.98	$1,599.00
						$4,225.00		**$4,397.00**

Award No. 16 – Fencing – Large Quantity
Low Bidder – Laser Industries Inc.
Alternate Low Bidder – Suffolk Asphalt Corp.

Award	Item				Laser Ind		Suffolk Asphalt Corp	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
16	108-4	Vinyl Coated Chain Link Fencing	LF	101-500	$24.00	**$6,000.00**	$24.98	**$6,245.00**
	108-6	Vinyl Coated Chain Link Fencing	LF	101-500	$27.50	**$6,875.00**	$28.98	**$7,245.00**
	108-8	Vinyl Coated Chain Link Fencing	LF	101-500	$29.00	**$7,250.00**	$30.98	**$7,745.00**
						$20,125.00		**$21,235.00**

Award No. 17 – Asphalt Type 6F Installed – Low Quantity
Low Bidder – Corazzini Asphalt, Inc.
Alternate Low Bidder – DeLalio-SFA

Award	Item				Corazzini Asp		DeLalio SSA	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
17	50	Asphalt Type 6F - Installed	Tons	1-500	$72.50	$18,125.00	$81.50	$20,375.00
						$18,125.00		**$20,375.00**

Award No. 18- Asphalt Type 6F Installed – 501 – 1,000 Tons
Low Bidder – Corazzini Asphalt, Inc.
Alternate Low Bidder – Suffolk Asphalt Corp.

Award	Item				Corazzini		Suffolk Asp SSA	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
18	50	Asphalt Type 6F - Installed	Tons	501-1000	$69.10	$51,825.00	$73.48	$55,110.00
						$51,825.00		**$55,110.00**

Award No. 19 – Asphalt Type 6F Installed – Over 1,000 Tons
Low Bidder – Rosemar Construction
Alternate Low Bidder – Corazzini Asphalt, Inc.

Award	Item				Rosemar		Corazzini	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price

19	50	Asphalt Type 6F - Installed	Tons	Over 1,000	$66.47	$83,087.50	$66.70	$83,375.00
						$83,087.50		**$83,375.00**

Award No. 20 – Pavement Patches – Low Quantity
Low Bidder – Corazzini Asphalt, Inc.
Alternate Low Bidder – DeLalio -SFA

Award No.	Item No.	Description	Unit	Quantity	Corazzini Unit Cost	Corazzini Total Price	DeLalio Unit Cost	DeLalio Total Price
20	51	Pavement Patches	SF	0-1,200	$6.20	$3,100.00	$8.00	$4,000.00
						$3,100.00		**$4,000.00**

Award No. 21 – Pavement Patches – Large Quantity
Low Bidder – Rosemar Construction
Alternate Low Bidder – Suffolk Asphalt Corp.

Award No.	Item No.	Description	Unit	Quantity	Rosemar Unit Cost	Rosemar Total Price	Suffolk Asphalt Unit Cost	Suffolk Asphalt Total Price
21	51	Pavement Patches	SF	1,201-5,000	$4.95	$9,900.00	$5.05	$10,100.00
						$9,900.00		**$10,100.00**

Award Nos. 22 & 23 – Latex Modified Surface Treatment – Low and Large Quantity
NO BIDS RECIEVED

Award No. 24 – Poured in Place Safety Surfacing
Low Bidder – Barbato Landscaping
Alternate Low Bidder – KJB Industries Inc.

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB Ind. Unit Cost	KJB Ind. Total Price	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
24	150	Commercial Aluminum Edging	LF	100-200	150	$ 20.00	$ 3,000.00	$ 10.00	$ 1,500.00
	151-6'	Poured in Place Safety Surfacing - 6' critical fall ht.	SY	300-900	500	$ 90.00	$ 45,000.00	$ 93.15	$ 46,575.00
	151-8'	Poured in place Safety Surfacing - 8' critical fall ht.	SY	300-900	500	$ 105.00	$ 52,500.00	$ 115.65	$ 57,825.00
	151-9'	Poured in Place Safety Surfacing - 9' critical fall ht.	SY	300-900	500	$ 120.00	$ 60,000.00	$ 120.15	$ 60,075.00
							$160,500.00		**$165,975.00**

Award No. 25 – Installation of Timber Piles
Low Bidder – KJB Industries Inc.

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	KJB Ind. Unit Cost	KJB Ind. Total Price
25	200-8'L	Installed Timber Pile - 9'dia x 8'L - installed over land	Ea	0-50	25	$ 1,200.00	$ 30,000.00
	200-30'L	Installed Timber Mooring Pile - 9" dia x 30'L installed by water	Ea	0-10	5	$ 3,000.00	$ 15,000.00
							$45,000.00

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 24 hours of the Town's request for work to be performed, the Town may approach the Alternate Low Bidder for the proposed work; and

BE IT FURTHER RESOLVED, that in the event that the Town issues a purchase order to the appropriate bidder and said bidder fails to perform in accordance with the General

Specifications and/or Technical Specifications on more than two occasions, the Town will proceed to Terminate the contract and void the purchase order with the bidder; and

BE IT FURTHER RESOLVED, THAT THE Town Supervisor be and is hereby authorized to execute a contract with the various low and alternate low bidders; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; 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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

Adopted

TOWN OF RIVERHEAD

Resolution # 231

AWARDS BID FOR ANNUAL MATERIALS AND ASPHALT PROCUREMENT CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contracts; and

WHEREAS, twelve (12) bids were received, opened and read aloud on the 4th day of March, 2010 at 11:10 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the bid package required bidders to complete all items in an award grouping in order for it to be a competitive bid and bidders that did not complete all bid items in a grouping are considered not-qualified in the Award Grouping; and

WHEREAS, the bid package required bidders for Item No.'s 60, 62, 64, 66, 68, 72 to have asphalt plants located within 15 miles of the Town of Riverhead Highway Department. Bidders that submitted bids for supply plants that are located beyond the 15 mile boundary are deemed not-qualified in that Award Grouping.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Materials and Asphalt Procurement Contract be and is hereby awarded as follows:

Award No. 50 – Asphalt Materials loaded into Town of Riverhead Trucks
Low Bidder- East Island Asphalt
Alternate Low Bidder- Intercounty Asphalt Supply of Long Island

Award	Item				East Island Asph		Intercounty Paving	
No.	No.	Description	Unit	Quantity	Unit Cost	Total Price	Unit Cost	Total Price
50	60	NYSDOT Type 1 Base Loaded Into TOR Trucks	Ton	0-500	$ 59.00	$ 14,750.00	$ 61.00	$ 15,250.00
	62	NYSDOT Type 3 Binder Loaded into TOR Trucks	Ton	0-500	$ 59.00	$ 14,750.00	$ 62.00	$ 15,500.00
	64	NYSDOT Type 6F Top Loaded into TOR Trucks	Ton	0-500	$ 65.00	$ 16,250.00	$ 69.00	$ 17,250.00
	68	NYSDOT Type 7 Loaded into Town of Riverhead Trucks	Ton	0-500	$ 65.00	$ 16,250.00	$ 69.50	$ 17,375.00
						$62,000.00		**$65,375.00**

Award No. 51 – Cold Patch Loaded into Town of Riverhead Trucks

Low Bidder- East Island Asphalt
Alternate Low Bidder-

Award No.	Item No.	Description	Unit	Quantity	East Island Asp. Unit Cost	East Island Asp. Total Price
51	66	Cold Patch Loaded into TOR Trucks	Ton	0-500	$130.00	$32,500.00
						$32,500.00

Award No. 52- Sand Asphalt Base Course Loaded into Town of Riverhead Trucks
Low Bidder - Intercounty Asphalt Supply of LI
Alternate Low Bidder - East Island Asphalt

Award No.	Item No.	Description	Unit	Quantity	Intercounty Paving Unit Cost	Intercounty Paving Total Price	East Island Asp Unit Cost	East Island Asp Total Price
52	72	Sand Asphalt Base Course Loaded into TOR Trucks	Ton	0-500	$61.00	$15,250.00	$62.00	$15,500.00
						$15,250.00		**$15,500.00**

Award No.53 - Baseball Field Soil Materials – Delivered to Town or Riverhead Stozky Park
Low Bidder- Custom Clay, Inc.
Alternate Low Bidder- Atlas Roll Off Corp

Award No.	Item No.	Description	Unit	Quantity	Custom Clay Unit Cost	Custom Clay Total Price	Atlas Roll Off Corp Unit Cost	Atlas Roll Off Corp Total Price
53	28	Baseball Sand Mix- Delivered to TOR Stozky Park	CY	0-500	$35.00	$10,500.00	$35.00	$10,500.00
	29	Baseball Clay Mix - Delivered to TOR Stozky Park	CY	0-500	$35.00	$10,500.00	$40.00	$12,000.00
						$21,000.00		**$22,500.00**

Award No. 54- Rain Garden Granular Fill – Delivered to Town or Riverhead Stozky Park
Low Bidder - Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Prime Time Trucking & Trans Unit Cost	Prime Time Trucking & Trans Total Price
54	30-F	Rain Garden Granular Fill - Delivered to TOR SP	CY	0-100	$40.00	$4,000.00
						$4,000.00

Award No. 55 – Rain Garden Granular Fill - Delivered to Town or Riverhead Stozky Park
Low Bidder - Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Prime Time Trucking Unit Cost	Prime Time Trucking Total Price
55	30-F	Rain Garden Granular Fill - Delivered to TOR SP	CY	101-500	$40.00	$20,000.00
						$20,000.00

Award No. 56 – Rain Garden Granular Fill - Delivered to Town or Riverhead Stozky Park
Low Bidder - Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Prime Time Trucking Unit Cost	Prime Time Trucking Total Price
56	30-F	Rain Garden Granular Fill - Delivered to TOR SP	CY	Over 500	$40.00	$30,000.00
						$30,000.00

Award No. 57 – Rain Garden Soil Material Delivered to Town or Riverhead Stozky Park
Low Bidder – DGC Services

Alternate Low Bidder – Custom Clay

Award No.	Item No.	Description	Unit	Quantity	DGC Services Unit Cost	DGC Services Total Price	Custom Clay Unit Cost	Custom Clay Total Price
57	31-S	Rain Garden Granular Fill - Delivered to TOR SP	CY	0-1000	$20.00	$20,000.00	$25.00	$25,000.00
	31-G	Rain Garden Pea Gravel - Delivered to TOR SP	CY	0-100	$45.00	$4,500.00	$42.00	$4,200.00
						$24,500.00		**$29,200.00**

Award No.58- Rain Garden Soil Material – Delivered to Town of Riverhead Stotzky Park
Low Bidder – Custom Clay

Award No.	Item No.	Description	Unit	Quantity	Custom Clay Unit Cost	Custom Clay Total Price
58	31-S	Rain Garden Soil Composite Mix - Delivered to TOR Stozky Park	CY	1001-2000	$25.00	$37,500.00
	31-G	Rain Garden Pea Gravel - Delivered to TOR SP	CY	101-500	$42.00	$21,000.00
						$58,500.00

Award No. 59 – Rain Garden Soil Material – Delivered to Town of Riverhead Stozky Park
Low Bidder – Custom Clay, Inc.

Award No.	Item No.	Description	Unit	Quantity	Custom Clay Unit Cost	Custom Clay Total Price
59	31-S	Rain Garden Soil Composite Mix - Delivered	CY	over 2,000	$25.00	$62,500.00
	31-G	Rain Garden Pea Gravel - Delivered	CY	over 500	$42.00	$31,500.00
						$94,000.00

Award No. 60 – Dense Graded Aggregate Base Course Delivered to Town of Riverhead
Low Bidder – Intercounty Paving Supply of LI
Alternate Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Intercounty Paving Unit Cost	Intercounty Paving Total Price	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
60	4RCA	Deliver Dense Graded Aggregate Base Course to the TOR	CY	0-1000	$15.00	$3,000.00	$16.75	$3,350.00
						$3,000.00		**$3,350.00**

Award No. 61 – Certified Wood Fiber Safety Surface Delivered to Town of Riverhead
Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
61	152	Certified Wood Fiber Safety Surface	CY	0-500	$21.50	$4,300.00
						$4,300.00

Award No. 62 – Landscaping Mulch – Delivered to Town of Riverhead
Low Bidder – Barbato Landscaping
Alternate Low Bidder – Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price	Prime Time Trucking Unit Cost	Prime Time Trucking Total Price
62	160	Landscaping Wood Mulch - Low Grade	CY	0-500	$15.00	$3,000.00	$20.00	$4,000.00
	160	Landscaping Wood Mulch - High Grade	CY	0-500	$19.50	$3,900.00	$20.00	$4,000.00
						$6,900.00		**$8,000.00**

Award No. 63 – Commercial Aluminum Edging
Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Barbato Landsaping Unit Cost	Barbato Landsaping Total Price
63	150	Commercial Aluminum Edging	LF	0-200	$2.50	$250.00
						$250.00

Award No. 67 – Blue Stone – Delivered to Town of Riverhead
Low Bidder – Atlas Roll Off Corp
Alternate Low Bidder – Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Atlas Roll Off Corp Unit Cost	Atlas Roll Off Corp Total Price	Prime Time Trucking Unit Cost	Prime Time Trucking Total Price
67	170-3/8"	Blue Stone - 3/8"	CY	0-500	$ 34.90	$ 6,980.00	$ 37.00	$ 7,400.00
	170-3/4"	Blue Stone - 3/4"	CY	0-500	$ 31.00	$ 6,200.00	$ 36.00	$ 7,200.00
	170-Screenings	Blue Stone Screenings	CY	0-500	$ 29.80	$ 5,960.00	$ 30.00	$ 6,000.00
						$19,140.00		**$20,600.00**

Award No. 68 – Trap Rock – Delivered to Town of Riverhead
Low Bidder – Atlas Roll Off Corp
Alternate Low Bidder – Prime Time Trucking

Award No.	Item No.	Description	Unit	Quantity	Atlas Roll Off Corp Unit Cost	Atlas Roll Off Corp Total Price	Prime Time Trucking Unit Cost	Prime Time Trucking Total Price
68	172	Trap Rock	CY	0-500	$ 42.00	$ 8,400.00	$ 50.00	$ 10,000.00
						$8,400.00		**$ 10,000.00**

Award No. 69 – Erosion Control Material – Delivered to Town of Riverhead
Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
69	180	Jute Mesh	SY	0-500	$ 7.65	$ 1,530.00
	182	GeoComposite	Roll	1	$ 1,200.00	$ 1,200.00
	184	Filter Fabric	Roll	1	$ 457.00	$ 457.00
						$ 3,187.00

Award No. 70 – Ready Mix Concrete – Low Quantity delivered to Town of Riverhead
Low Bidder – Serafina Ind.
Alternate Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Serafina Unit Cost	Serafina Total Price	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
70	14	Ready Mix Concrete	CY	0-4	$205.00	$410.00	$ 265.00	$ 530.00
						$410.00		**$530.00**

Award No. 71 – Ready Mix Concrete – ½ Load delivered to Town of Riverhead
Low Bidder – Serafina Ind.
Alternate Low Bidder – Barbato Landscaping

Award No.	Item No.	Description	Unit	Quantity	Serafina Unit Cost	Serafina Total Price	Barbato Landscaping Unit Cost	Barbato Landscaping Total Price
71	14	Ready Mix Concrete	CY	5	$ 155.00	$ 775.00	$ 160.00	$ 800.00
						$ 775.00		**$800.00**

Award No. 72 – Ready Mix Concrete – Full Load Delivered to Town of Riverhead
Low Bidder – Barbato Landscaping
Alternate Low Bidder – Serafina Ind.

Award No.	Item No.	Description	Unit	Quantity	Barbato Unit Cost	Barbato Total Price	Serafina Unit Cost	Serafina Total Price
72	14	Ready Mix Concrete	CY	10	$ 135.00	$ 1,350.00	$ 140.00	$ 1,400.00
						$ 1,350.00		**$ 1,400.00**

Award No. 73 – Drainage Pipe Delivered to Town of Riverhead
Low Bidder – T. Mina Supply, Inc.

Award No.	Item No.	Description	Unit	Quantity	T. Mina Unit Cost	T. Mina Total Price
73	13-4"	4" Diameter underdrain pipe delivered to TOR HD	LF	0-500	$ 1.01	$ 202.00
	13-6"	6" Diameter underdrain pipe delivered to TOR HD	LF	0-500	$ 2.39	$ 478.00
	13-8"	8" Diameter underdrain pipe delivered to TOR HD	LF	0-500	$ 3.81	$ 762.00
	13-12"	12" Dia. Smooth Interior Corrugated PEP Delivered to TOR HD	LF	0-500	$ 6.66	$ 1,332.00
	13-15"	15" Dia. Smooth Interior Corrugated PEP Delivered to TOR HD	LF	0-500	$ 8.66	$ 1,732.00
	13-18"	18" Dia. Smooth Interior Corrugated PEP Delivered to TOR HD	LF	0-500	$ 12.80	$ 2,560.00
	13-24"	24" Dia. Smooth Interior Corrugated PEP Delivered to TOR HD	LF	0-500	$ 19.99	$ 3,998.00
						$11,064.00

Award No. 74 – Stormwater Plants –
Low Bidder – Barbato Landscaping
Alternate Low Bidder – VerDerBer Landscape

Award No.	Item No.	Description	Unit	Quantity	Estimated Quantity	Barbato Unit Cost	Barbato Total Price	Ver Der Ber Unit Cost	Ver Der Ber Total Price
74	Stormwater Plants	Due to the quantity of Item numbers, units, quantities, the list of awarded plants will be available for viewing at the Town Clerk's Office							
							$4,337.50		**$ 4,350.00**

Award No. 75 - Annual Plants
Low Bidder – Bissett Nursery Corp

Alternate Low Bidder – VerDerBer Landscape

Award No.	Item No.	Description	Unit	Quantity	Bissett Unit Cost	Bissett Total Price	Ver Der Ber Unit Cost	Ver Der Ber Total Price
75	34 Annuals	Early Spring Pansies - Colorful mix	Flat	0-300	$10.50	$1,050.00	$ 12.00	$ 1,200.00
		Spring Assortment Impatients - Colorful Mix	Flat	150	$10.50	$1,575.00	$ 10.00	$ 1,500.00
		Petunia - Assorted Colors	Flat	75	$10.50	$787.50	$ 10.00	$ 750.00
		Begonias - Assorted Colors	Flat	50	$10.50	$525.00	$ 10.00	$ 500.00
		Daffoldi	4-1/2 Pot	100	$4.00	$400.00	$ 4.00	$ 400.00
						$4,337.50		**$ 4,350.00**

Award No. 76 – Perennial Plants
Low Bidder – Bissett Nursery Corp.
Alternate Low Bidder – VerDerBer Landscape

Award No.	Item No.	Description	Unit	Quantity	Bissett Nursery Unit Cost	Bissett Nursery Total Price	Ver Der Ber Unit Cost	Ver Der Ber Total Price
76	35 Perennials	Phlox Subulata- "pink"	quart	0-10	$ 3.95	$ 19.75	$ 5.00	$ 25.00
		Coreopsis Verticuillata - Golden Shower	quart	0-20	$ 3.95	$ 59.25	$ 6.00	$ 90.00
		Echinacea Pururea "White Swan"	quart	0-20	$ 3.95	$ 39.50	$ 6.00	$ 60.00
		Hosta "Gold Edger"	quart	0-10	$ 4.25	$ 21.25	$ 6.00	$ 30.00
		Hosta "Big Daddy"	quart	0-20	$ 4.25	$ 63.75	$ 6.00	$ 90.00
		Black Eyed Susan - Redbeckie Fuldge	quart	0-30	$ 3.95	$ 79.00	$ 5.00	$ 100.00
		Daylily - Hemoracallis	quart	0-20	$ 3.95	$ 59.25	$ 5.00	$ 75.00
		Forget-Me-Not Myosotis	quart	0-10	$ 3.95	$ 19.75	$ 5.00	$ 25.00
		Bleeding Heart- Dicentra	quart	0-30	$ 3.95	$ 79.00	$ 6.00	$ 120.00
		Lythrum - Loosestrife	quart	0-100	$ 3.95	$ 197.50	$ 6.00	$ 300.00
		Shasta Daisy- Leucanthemum	Flat	0-20	$ 3.95	$ 39.50	$ 6.00	$ 60.00
						$ 677.50		**$975.00**

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 24 hours of the Town's request for provision of supplies, the Town may approach the Alternate Low Bidder for the provision of supplies; and

BE IT FURTHER RESOLVED, that in the event that the Town issues a purchase order to the appropriate bidder and said bidder fails to perform in accordance with the General Specifications and/or Technical Specifications on more than two documented occasions, the Town will proceed to terminate the contract with the bidder and void the existing purchase order(s); and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute a contract with the various low and alternate low bidders; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorized the Town Clerk to return any and all bid bond received in connection with the above; and

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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

03.25.10

Adopted

TOWN OF RIVERHEAD

Resolution # 232

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NEW YORK STATE AUDIT PURSUANT TO GENERAL MUNICIPAL LAW §35

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town clerk be and is hereby authorized to publish the attached notice of New York state Comptroller Audit pursuant to General Municipal Law §35 once in the April 1, 2010 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the New York State Comptroller, 110 State Street, Albany, New York 12237; 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

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
NOTICE

Notice is Hereby Given That the Fiscal Affairs of the Town of Riverhead for the Period Beginning on January 1, 2005 and Ending on December 31, 2008 have been examined by the Office of the New York State Comptroller and that the Report of Examination prepared by the Office of the New York State Comptroller has been filed in the Office of the Town Clerk of the Town of Riverhead where it is available as a public record for inspection by all interested persons and pursuant to Section Thirty-Five of the General Municipal Law, the response filed by the Town of Riverhead is available in the Office of the Town Clerk of the Town of Riverhead.

Date: March 25, 2010

DIANE M. WILHELM
Riverhead Town Clerk

3/25/2010 Adopted

TOWN OF RIVERHEAD

Resolution # 233

AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT WITH ANTONINO MILITELLO REGARDING 755 EAST MAIN STREET, RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead wishes to supplement office space capacity in the interests of providing the efficient administration of town government; and

WHEREAS, real property located at 755 East Main Street, Riverhead, is available for lease and will serve the needs of the Town regarding office space and is located in close proximity to Town Hall; and

WHEREAS, use of office space in close proximity to Riverhead Town Hall for official town business shall facilitate the efficient administration of town government and is of a direct benefit to the public.

NOW, THEREFORE, BE IT RESOLVED, that the town supervisor is authorized to execute a lease agreement regarding the rental of office space at 755 East Main Street, Riverhead, upon terms specified in the lease.

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

Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Was Not☐
Thereupon Duly Declared Adopted

RIDER TO LEASE DATED: March _____, 2010

Antonino Militello to: Town of Riverhead

755 East Main Street Riverhead, NY 11901

UTILITIES

40th Tenant shall supply its own utilities at its own cost and expense.

ENVIRONMENTAL LAWS

41st A - Tenant shall cause the Premises to remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and. ordinances referred to in this paragraph 44, all as amended and modified from time to time (collectively, the "Environmental Laws"). Tenant shall keep in effect and comply with all governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws.

B- Tenant will not permit to occur any release, spillage, emission, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material", as that term *is* defined in subparagraph (G) of this paragraph 44, on, in or from the Premises, except strictly in accordance with all Environmental Laws with respect to those hazardous materials that are necessary for the daily operation of Tenant's business. Tenant will promptly notify Owner, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been or *is* threatened to be released, discharged, disposed of or transported in violation of the foregoing, or stores on or in the Premises. If any hazardous material is found on the Premises, Tenant will immediately notify Owner, and Tenant, at *its* own cost and expense, will immediately take such action as *is* necessary to detain the spread of and remove the hazardous material in accordance with applicable Environmental Laws, to the complete satisfaction of Owner and appropriate governmental authorities.

C- Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws.

D- Tenant agrees to indemnify, defend (with counsel acceptable to Owner at Tenant's sole cost), and hold Owner, Owners affiliates, partners, shareholders, directors, officers, employees, and agents free and harmless from and against all losses', including without limitation, diminution in value of the premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises, and damages arising from any impact on marketing the premises, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages and punitive damages) disbursements, or expenses of any kind (including attorneys'- and experts' fees and expenses and fees and expenses incurred in. investigating, defending, or prosecuting any litigator:, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Owner or any of them in connection with or arising from or out of tenant's actions regarding:

(1) any hazardous material on, in or affecting all or any portion of the Premises;
(2) any misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement.
(3) any violation or claim' of violation by Tenant of any Environmental Law; or
(4) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material or other toxic substances and/or hazardous waste.

E- For purposes of this Lease "hazardous material" means:

(1) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. *9601*, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. 1801,et seq., the Resource Conservation and Recovery Act, 42 U.S.C. *6901*, et seq., each as amended to this date and as amended after this date, and any and all other federal, state or local laws or rules (including consent decrees and administrative orders) now in effect or hereinafter enacted which deals with the environmental quality of the premises.

(2) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act 42 U.S.C. 6902, et seq., as amended to this date and as amended after this date and as may be defined in any federal, state or local law or rule (including consent decrees and administrative orders) now in effect or hereinafter enacted which deals with the environmental quality of the premises.

F- The provisions of this Lease relating to hazardous material will survive the expiration or termination of this Lease.

G- At any time Landlord may request assurance of personal liability. Failure by any tenant or shareholder or partner or member of a tenant to give the landlord such assurance in writing, prepared by landlord's attorney, within 10 days, that they are personally liable as to this paragraph of the lease is a material 'breach by the tenant.

ASSIGNMENT AND SUBLETTING

42nd PROHIBITED. Tenant shall not, without the prior consent of Landlord transfer, assign, sublet, enter into any license or concession agreement, or mortgage or hypothecate this Lease or the Tenant's interest in and to the premises or any part thereof. In the event the Landlord's written consent is given to an assignment or sub-letting, the Tenant shall nevertheless remain liable for the performance of all covenants and conditions of this Lease. In connection with any such transfer, assignment or sub-letting, the Tenant shall pay to the

Landlord the one-time sum of $400.00 as additional rent in reimbursement of Landlord's expense in connection therewith. Any attempted transfer, assignment, subletting, license, concession agreement or hypothecation without the prior written consent of the Landlord shall constitute a default hereunder. Any transfer of this Lease' from Tenant by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this lease and shall be a violation of this Section.

CHANGE OF OWNERSHIP. If "Tenant or any Tenant's Guarantor is a corporation, unincorporated association or partnership, neither Tenant nor Tenant's Guarantor shall transfer, assign or hypothecate any stack or interest in such corporation, association or partnership so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease and any such attempted transfer, assignment or hypothecation shall be void except that this provision shall not be applicable to Tenant or any Tenant's Guarantor if it is a corporation whose outstanding voting stock is listed on a National Securities Exchange (as defined in the Securities Exchange Act of 1934, as amended).

PERMITTED ASSIGNMENT OR SUBLEASE. The Tenant will be permitted to assign the Lease or sublet the entire Premises upon all of the following terms and conditions:

(a) Notwithstanding Par. 45, if Tenant is not in default under this Lease, Tenant shall have the right, subject to obtaining Landlord's prior written consent thereto, which shall not be withheld, conditioned or delayed unreasonably, to transfer or assign this Lease to any entity, provided that the following conditions are met:

  (i) such transferee or assignee ("Transferee") has a current net worth, determined according to generally accepted accounting principles, consistently applied, sufficient to meet Tenant's obligations hereunder in Landlord's reasonable judgment, which shall be conclusive, and proof satisfactory to Landlord of such net worth shall have been delivered to Landlord;

  (ii) the proposed use to be made of the leased premises by the proposed Transferee shall be only the use permitted by this Lease,

  (iii) the Transferee shall provide evidence of creditworthiness as reasonably determined by Landlord including three credit references, one of which shall be from a landlord/tenant relationship with Permitted Transferee as the tenant;

(b) If an assignment is 'permitted, Tenant and the Permitted Transferee shall execute and deliver an assignment and assumption agreement in such form as is reasonably satisfactory to Landlord's counsel which provides, among other things, that Tenant shall remain responsible for all Tenant's obligations under the Lease. Tenant shall be permitted to execute an assignment as collateral security for a loan.

SUBORDINATION DEFAULT

43rd Rent payable by the Tenant, when due according to the terms of this lease, shall be payable to the Owner without notice or demand and without deduction or setoff of any kind, at the office of the Owner or such other place as the Owner may designate in writing. All payments received shall be applied to the oldest outstanding obligation of rent or additional rent.

RENT PAYMENT

44th Rent payable by the Tenant, when due according to the terms of this lease, shall be payable to the Owner without notice or demand and without deduction or setoff of any kind, at the office of the Owner or such other place as the Owner may designate in writing. All payments received shall be applied to the oldest outstanding obligation of rent *or* additional rent.

LATE CHARGES

45th In the event that any rent payment, or added rent payment, or part thereof, as required to be paid herein shall be in default for a period of TEN *(10)* days, a "late charge" of FIVE (5) cents for each dollar so overdue may be charged by the Owner as the agreed costs of defraying the expense of the Owner incidental to the handling of such delinquent payment which' shall be deemed additional rent.

APPLICATION OF SECURITY

46th In the event of the default in the payment of rent, Owner, at its option, may apply the security to any said arrears, without further notice. Tenant shall at all times have on deposit with the Owner two or three months security as required by this lease. If Owner uses security upon ten (10) days notice by Owner to Tenant, Tenant shall deposit additional security. Failure to deposit additional security is a material breach of this lease. Owner shall not pay interest on security deposit.

PAYMENT OF ADDITIONAL RENT

47th Any payments herein made by the Owner which are chargeable to Tenant as additional rent, unless otherwise herein stated, shall be paid by Tenant within TEN (10) days from the mailing of the notice for additional rent. The Tenant's failure to make said payments within the time specified herein shall be deemed a material default and the Owner may pursue all remedies provided herein for defaults.

OWNER'S RIGHTS

48th The receipt by Owner of rent with knowledge of breach of any covenants of this lease shall not be deemed a waiver of such breach. No payment by the Tenant or receipt by Owner of a larger amount than the, monthly amount herein stipulated shall be deemed to be other than on account of the earliest stipulated rent. No endorsement or statement or any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction.

The Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease, including the recovery of possession of the demised premises.

FIRE INSURANCE

49th A. Owner shall carry fire insurance, naming itself and lending institution only, on the building. In the event

Tenant, because of its use of this demised premises, causes an increase in the fire insurance on the aforesaid building, Tenant shall pay Owner for any such increase in its fire insurance rates on the entire building or whatever portion being rented to this Tenant, during the term of this lease, which increase shall be deemed additional rent. Said payment shall be made in one lump sum payment upon written notice to the Tenant.

B. Tenant shall throughout the term of this Lease, at Tenant's expense, keep the equipment, furniture and trade fixtures in the premises adequately insured in an amount equal to full replacement cost with insurance companies having an insurance rating of B + or better established by A.M. Best & Company or any other qualified rating organization against damages caused by fire, lightning and all other causes of physical loss. Tenant will deliver to Owner copies of insurance certificates evidencing the aforesaid insurance at the time of execution of this Lease and at any time requested by Owner thereafter. Landlord shall be named an additional insured for personal property belonging to landlord.

WAIVER OF SUBROGATION

50th Tenant agrees to make an endeavor to have its fire insurance policy provide for a waiver of the insurer's rights of subrogation against the Owner of the demised premises. If Tenant fails to obtain a waiver of subrogation as provided herein from his insurer, Tenant agrees to indemnify and hold the Owner harmless from any and all liability and claims which may arise under any of its insurer's subrogation claims against the Owner.

LIABILITY INSURANCE

51st <u>Public Liability and Workers Compensation Insurance and Indemnity.</u>

(A) Tenant shall, during the entire Term of this Lease, at Tenant's expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than $1,000,000.00 for injury to or death of, one person as a result of one occurrence and not less than $2,000,000.00 for injury to or death of more than one person as a result of one occurrence, and for damage to property in the amount of $250,000.00 insuring Tenant and Owner (as insureds) against any liability that may accrue against them jointly or either of them severally on account of any occurrences in or about the Premises during the Term of this Lease or in consequence of Tenant's occupancy thereof and resulting in bodily injury, personal injury or death or property damage to any third party. Each of said policies shall provide for notice to be given to Owner thirty (30) days before any such insurance will terminate, be revoked, lapse or end for any reason. Before occupying the Premises and at any time requested by Owner thereafter, Tenant shall furnish to Owner certificates of all insurance required under this paragraph.

(B) Tenant shall indemnify and hold Owner harmless from and against any and all costs pertaining to any claims of whatever nature which are asserted against Owner with respect to its ownership of the Premises during the Term hereof or thereafter including but not limited to any injury to or death of any person, or damage to any property occurring in or about the Premises during the Term hereof if it is determined that Tenant is wholly responsible, liable or negligent in regard to Tenant's actions. Owner shall have the option to defend itself or to have Tenant defend it in any action initiated, or claim asserted against Owner arising out of, or in any manner whatsoever associated with or connected with the negligence or misconduct of Tenant, or any of its respective agents, licensees, business invitees or guests, and Tenant shall be responsible for all costs pertaining to said defense. The term "costs" means all liabilities, judgments, penalties and fines and interest and attorneys fees arising out of any such claims. THE TENANT'S RESPONSIBILITIES ARE, THE FRONT AND REAR SIDEWALKS OF HIS/HER STORE. THE INTERIOR PREMISES OF HLS/HER STORE. THE PLATE GLASS, THE DOORS, FRAMES, AND THE ATTACHMENTS THERETO. THE CESSPOOLS, CESSPOOL LINES AND CESSPOOL COVERS.

(C) Tenant shall throughout the Term of this Lease keep and maintain statutory workers compensation insurance covering all persons working in or about the Premises. Tenant shall provide Owner certificates evidencing said workers compensation insurance prior to occupying the Premises and at any time requested by Owner thereafter.

TENANT'S DEFAULT

52nd If the Tenant willfully defaults in the observance or performance of any term or covenant on the Tenant's part to be observed or performed under any of the terms or provision in any paragraph of this lease, the. Owner may after ten (10) days notice, perform the same for the account of the Tenant, and if the Owner makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding said sums paid or obligations incurred with interest at 9% and costs, shall be deemed to be additional rent hereunder. For non-payment of rent or added rent, Tenant shall not be entitled to notice to cure.

COUNTER-CLAIM AND SETOFF

53rd If the Tenant shall allege or claim any damages resulting from any alleged breach by the Owner under the terms of this lease or any claim of any kind whatsoever arising, such claim may be asserted against the Owner either as a counterclaim, setoff or defense in any action or proceeding brought by the Owner against the Tenant for the payment of rent or additional rent or recovery of possession of the demised premises.

HOLDOVER

54th If, at the expiration or termination of this lease, or any extensions thereof, Tenant shall hold over for any reason, except upon the exercise, of a renewal option, if any is provided herein, the tenancy of Tenant thereafter shall be from month to month only and shall, in the absence of a written agreement to the contrary, be subject to all the other terms and conditions of this lease.

NOISE

55th It is understood and agreed that Tenant and/or tenants patrons will comply with any and all governmental noise ordinances.

PROHIBITED USES

56th Tenant shall not do or permit to be done, or bring anything on the premises which is an inflammable, combustible or explosive material, chemical or substance except as necessary to conduct its business and in that event it shall be in compliance with all federal, state' and local, laws concerning same, or cause or permit any odors of cooking or painting or other processes or any unusual or other objectionable odors or fumes to permeate from the demised premises, and shall not use the premises for anything except :or the uses specified on the first page of the printed form lease. If fumes are caused by Tenant's use, Tenant must properly insulate his area so that said fumes will not enter any other portion of the building.

NUISANCE OR NOTICE OF VIOLATION

57th If Tenant causes a nuisance or causes a notice of violation to be issued against it or the Owner by a municipal governmental agency because of Tenant's acts or omissions to act, then in that event, Tenant shall have thirty (30) days to cure the violation. If said nuisance or notice of violation is not canceled by the municipal governmental agency within said time, this shall be deemed a material breach entitling Owner to bring summary proceedings to evict the Tenant. The fact that the nuisance or violation has not been proven by the municipal governmental agency, or may subsequently be found invalid, shall not be a defense by Tenant to the summary proceeding, since the issuance of a notice of violation and the failure to cure said violation, is deemed to be the breach.

TENANT'S INDEMNIFICATION RE: CLAIMS

58th Owner shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the demised premises, or for any injury or damage to the demised premises, or to any property of Tenant, or to any property of any other person, firm association or corporation on or about the demised premises only if it is determined that Owner is not responsible, liable or negligent. Tenant shall indemnify and hold harmless Owner from and against any and all liability, loss, cost, expense and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable attorney's fees, arising out of or based upon any accident, injury or damage, however occurring, which shall or may happen on or about the demised premises, or in or about the street, parking lots, sidewalks or curbs in front of or adjacent thereto, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the demised premises, or of the vaults, streets, parking lots, sidewalks or curbs in front of or adjacent thereto. This shall not apply to injuries or damages caused by landlord's negligence.

PERSONAL PROPERTY

59th Owner shall not be liable for any loss to personal property of Tenant or Tenant's agents now or hereafter stored upon these premises for any purpose whatsoever.

WORK PERFORMED ON PREMISES

60th Tenant shall promptly pay when due the entire cost of any work done affecting the leased premise, including equipment facilities and fixtures therein undertaken by Tenant so that the leased premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner acceptable to Owner, employing materials of good quality; to perform such work in such manner as to insure proper maintenance of good and harmonious labor relationships, to comply with all governmental regulation; and to save Owner harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

ALTERATIONS AND ADDITIONS

61st Tenant agrees not to make any alterations or additions to the- leased premises except as stated in paragraph 3 of the attached lease, nor permit the making of any holes in any walls, partitions, ceilings or floors thereof, nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, banners, flags, pennants, aerials, antennas or the like therein or thereon, without on each occasion obtaining prior written consent of the Owner, which will not be unreasonably withheld, except Tenant may make minor, non-structural alteration to the leased premises without the Owner' s consent except as noted before. Tenant agrees at its own cost to obtain any and all municipal approvals.

In the event of assignment of this lease, each and every assignee and their shareholders, partners and/or members Lease do hereby jointly and severally personally guarantee Tenant's obligation to restore and return the premises to Owner upon termination or sooner expiration of this Lease, in the condition as required hereby, and in the event the Tenant shall fail to restore the premises, removing all alterations and improvements made by Tenant, then in such event, they (he) shall personally undertake to perform such restoration work and to redeliver the premises to the Owner at their sole cost and expense and hold the Owner free and harmless from and against any and all liability, cost and expense incurred or expended in the event that the Tenant hereunder shall fail to perform that obligation of" this lease. The aforesaid individuals and/or entities hereby undertake to guarantee Owner's right to retain the rental security deposited hereunder in any and all events; and if Owner is compelled to pay over any portion of said rental security pursuant to lawful order or direction, the aforesaid individuals shall promptly, upon receipt of notice from Owner, pay over the Owner a sum of money sufficient in order to maintain the required rental security deposit.

VACATING BROOM-CLEAN

62nd Upon vacating the premises, Tenant shall leave same in broom-clean condition with no grease or dirt on the concrete flooring herein.

CONDEMNATION

63rd In the event the demised premises or any part thereof are taken or condemned for a public or quasi-public use, this lease shall terminate as of the date title vests in the condemnor. The Tenant agrees and shall not have a claim against the Owner or be entitled to any portion of the amount that may be awarded as damages or paid as a result of the condemnation and/or taking, and the Tenant hereby consents to such taking and assigns, transfers and agrees to turn over to the Owner any award or awards, claim or demand whatsoever, if any, to which the Tenant is or may be

entitled by reason of such condemnation or taking, except moving expenses, if any.

NO BROKER

64th Tenant represents that it has dealt with Jack Jawdat, the real estate broker in connection with this lease.

PLUMBING

65th Tenant is responsible to maintain service and to repair air conditioning and heating systems at its own expense. Utility and air conditioning system are owned by landlord and shall be returned to landlord in good working order, reasonable wear and tear expected. Tenant is responsible for all plumbing and plumbing lines.

ROOFS

66th No holes shall be made in the roof of the demised premises for any reason whatsoever and no fixtures, antennae, wires, pipes or otherwise shall be installed on roof except as approved by Owner.

NOTICES

72nd All notices to Tenant shall be sent to:
200 Howell Ave. Riverhead, NY 11901

All Notices to Owner shall be sent to:
P.O. Box 133 Smithtown NY, 11787

POSSESSION

73rd If Owner is unable to give possession of the premises on the date of commencement of the term of this lease by reason of the holding over of any tenant or occupant, rent shall abate for the period that possession by Tenant is delayed.

MINIMUM RENT SCHEDULE

67th

PERIOD	ANNUAL RENTAL FEE	MONTHLY RENTAL FEE
04-01-2010 to 03-31-2011	$36,000.00	$3,000.00
04-01-2011 to 03-31-2012	$37,800.00	$3,150.00

• Tenant has the option to renew this lease for an additional three (3) years with a five percent (5%) increase over the previous year for each and every year of the three year option.

ELECTRICAL WORK

68th All electrical work on the premises are the responsibility of Tenant. Any electrician working at the premises shall be a licensed electrician and Tenant must supply Board of Fire Underwriters Certificate to Owner within thirty (30) days of completion of electrical work, all at Tenant's cost and expense.

CESSPOOL MAINTANANCE

69th Tenant, solely at its own cost and expense shall be responsible for cesspool, cesspool lines and cesspool covers.

RECYCLING AND GARBAGE

70th Tenant agrees to comply with all rules and regulations as promulgated by the Town of Riverhead and any other agency having jurisdiction for separation of garbage into recyclables and items of garbage and agrees to deposit same into separate receptacles as required. Tenant agrees to pay any and all fees including tipping fees imposed by the Town of Riverhead or any other agency concerning refuse collection and/or disposal.

PARKING FACILITIES

71st The parking facilities and aisle ways and driveways adjacent to the structure shall be shared equally, reasonably and fairly by all tenants, employees and invitees of the tenants. Any controversy or dispute arising among or between the tenants, as to use of such facilities, shall be resolved by the Owner, which resolution shall be binding and final. A failure to comply with such decision shall be deemed to be a substantial breach of this lease, subjecting Tenant to termination of this lease, and damages, as herein provided. No storage shall be permitted in the parking lot area, other than rubbish, in the rear of the demised premises, which rubbish shall be stored in accordance with Municipal regulations. Tenant's use of parking area shall always be in a reasonable manner. In the event parking facilities are not available for reasons not reasonably within Owner's control, such deprivation shall not give rise to any claim by Tenant for damages or for abatement or diminution of rent hereunder. Tenant, as sole tenant, shall be permitted to use all available parking spaces including those parking spaces located in the rear of the property within the fenced area.

SNOW, ICE & RUBBISH REMOVAL

74th Tenant shall keep front and rear sidewalks clean of snow, ice and rubbish at all times. Tenant shall plow parking lot.

COMMON AREA MAINTENANCE

75th Tenant at it's own cost and expense is responsible for keeping parking lot clean, all landscaping and related maintenance, all snow removal, electric to light front parking lot, to light the building's overhang lights, the main directory sign, the Fire Passageway and it's special "exit" signs.

76th If Landlord decides to sell premises in connection to this lease; Tenant will have the first option to buy.

77th **Tenant shall remove the tree located within the entranceway and grind same to ground level, at Tenant's expense. Owner shall then re-align curbline to maximum width in configuration with existing curbline and property boundary to increase the area of the entranceway at Owner's expense. Tree removal and curb renovation shall be completed within three months of execution of this agreement. Tenant shall re-pave area in vicinity of Owner's renovation at Tenant's expense.**

Antonino _____ **Date:** 3-25-10

By: Antonino Militello, President
LANDLORD

TOWN OF RIVERHEAD

_____ **Date:** _____

By: **Sean M. Walter, Town Supervisor**

Agreement of Lease, made as of this_____ day of March, 2010, between Antonino Militello, 143 E. Main St. Smithtown, NY 11787

party of the first part, hereinafter referred to as OWNER, and Town of Riverhead, 200 Howell Ave. Riverhead, NY 11901

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner property known as 755 East Main St. Riverhead, NY 11901, SCTM No. 0600-127-7-15

in the building known as #755, Approximately 2,600 Sq. Ft. encompassing the first and second floors, does not include basement space

in the County of Suffolk, State of New York for the term of TWO (2) YEARS

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the First (1st) day of April, 2010

, and to end on the Thirty-First (31st) day of March, 2012

both dates inclusive, at an annual rental rate of

SEE RIDER

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall be the sole tenant at the subject property and shall pay the rent as above and as hereinafter provided.

Occupancy: 2. Tenant shall use and occupy demised premises for Office Use

and for no other purposes.

Tenant Alterations 3. Tenant shall be permitted to make interior changes to the demised premises in the form of interior walls and/or partitions for office use at Tenant's expense, and may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claim ed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment whether requiring structural or nonstructural repairs caused or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, upon mutual consent of all parties. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of its demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises [which Owner may be responsible hereunder. There shall be a pro rated allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be entitled to a pro rated setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction, if applicable based upon the height of the structure.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole, cost and expense, shall promptly comply with all present and future laws, *Landlord will repair exterior roof and walls only, Tenant is responsible for all other interior repairs to building, including but not limited plumbing, heating, air conditioning, electrical system, glass and exterior, and damage to roof and walls if they cause the damage. If Tenant fails to make repairs Landlord may make repairs and bill cost to Tenant as additional rent payable with next months rent payment. Landlord warrants that heating and air conditioning are in proper working order. The Tenant is responsible for all doors, frames and attachments thereto. orders and regulations of all orders and regulations of all state. federal, municipal and local governments, departments commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the Street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability fire or other policies of Insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by a body making fire insurance rates applicable to said premise shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Sub-ordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgage, affecting any lease or the real property of which the d premises are a part> In confirmation of such subordination. Tenant shall execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefore, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefore. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claims, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially

damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving such notice, and upon the date specified in such notice, the term of this lease shall expire as fully and completely as if such date were the date set forth above for time termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make die repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claims against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall no invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives use provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the terms of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others without the prior written consent of Owner in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or release of Tenant from the further performance by Tenant of covenants or the part of Tenant herein contained. The consent by Owner to an assignment or under letting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or under letting.

Electric metering Current: 12. Rates and conditions in respect to sub or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at a time its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, In Owner's opinion reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustained.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to an portion of the building or which Owner may elect to perform, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of government authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls, Owner may during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the terms hereof Owner shall have the right to enter the demised premises at reasonable hours [the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefore, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property there from, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefore to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the

property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: **15.** Tenant will not at any time use or occupy the demised premises in violation of, Articles 2 or 37 hereof, or of, the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations whether or not of record.

Bankruptcy: **16.** (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demise premises for the same period, in the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: **17.** (1) if Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title II of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events upon Owner serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, an if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term there under shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of Owner and Waiver of Redemption: **18.** In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry dispossess and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or other wise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representative of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, an deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expense as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premise in good order or for preparing the same for re-letting. Any such liquidate damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demise premises as Owner, in Owner's sole judgment, considers advisable an necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demise premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant b entitled to receive any excess, if any, of such net rent collected over the sum payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall willfully default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant there under, and Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any actions or proceeding, such sums so paid or obligations incurred with interest and cost shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefore, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages. In the event of successful legal action attorney's fees payable by Tenant for Owner shall be added rent of not less than $1,000.00

No Representations by Owner: 20. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premise except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premise and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, under tenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall have the right to request a trial by jury or they may waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant may interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government

preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements. However, Tenant shall be entitled to a pro-rated credit equal to the loss of rental space and/or use during the time of such loss of rental space and/or use.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at 200 Howell Avenue, Riverhead, New York, 11901, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measures Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner as additional rent, on the first day of each month, % ($) of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease. Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary not-withstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company. Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of $, on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Heat, 30. As long as Tenant is not in default under any of the covenants of this lease Owner shall, if and insofar as existing facilities permit furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall, at Tenant's expense, keep demised premises clean and in order, to the satisfaction to Owner, and if demised premises are situated on the street floor, Tenant shall at Tenant's own expense, make repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

NO INTEREST PAID ON SECURITY.

Security: $3,000.00 31. Tenant has deposited with owner the sum of, as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to the payment of rent and additional rent. Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new owner solely for the return of said security: and it is agreed that the provision hereof shall apply to every transfer or assignment made of the security to a new owner. Tenant further covenants that it will not assign or encumber or attempt to assign encumber or encumber the security deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific

hours in Article 30hereof), Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

Adjacent Excavation — Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage.

Rules and Regulations: 35.Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within tell (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce time Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefore shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be adversely injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premise for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sub lessee or assignee of the premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that it at any time Tenant violates any of the provisions of this Article, such violations shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal law 235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force end effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributes, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

OWNER AND TENANT HAVE RESPECTIVELY SIGNED THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

By: ANTONINO MILITELLO, President 3-25-10

LANDLORD

TOWN OF RIVERHEAD

By: Sean M. Walter, Town Supervisor