

JUNE 2, 2010

CDA RESOLUTION LIST

CDA

Res. #12 Authorizes the Chairman to Execute Second Amendment to Agreement of Sale Dated January 15, 2008 and First Amendment Dated December 15, 2009 with Riverhead Resorts LLC

RESOLUTION LIST

Res. #409 Adopts a Local Law to Repeal Article XXXIII, Business E Highway Commercial/Service Zone of Chapter 108 Entitled, "Zoning" (§108-59 thru §108-166) of the Riverhead Town Code

Res. #410 Adopts a Local Law to Amend Chapter 108 Entitled "Zoning", Article III, Residence A-40 Zoning Use District (§108-8 Uses) & Article IV, Residence B-40 (RB-40) Zoning Use District (§108-12 Uses) of the Riverhead Town Code (Home Occupation in Accessory Buildings)

Res. #411 2010 Budget Reduction

Res. #412 Council of Unity Grant Budget Adoption

Res. #413 Appoints Call-In Park Attendants to the Recreation Department

Res. #414 Authorizes the Neutral Power Group, LLC to Perform Phase 1B Study – Riverhead Sewer District

Res. #415 Authorizes the Supervisor to Sign Settlement Consent Order with New York State Department of Environmental Conservation

Res. #416 Authorizes Extension of Contract with Maggio Sanitation

- Res. #417 Authorization to Publish Advertisement of a Request for Proposals for Placement of Cellular Towers on Property Owned by the Town of Riverhead**
- Res. #418 Awards Bid for Food Items**
- Res. #419 Booster Pump Station at Dogwood Budget Adjustment**
- Res. #420 Ratifies the Appointment of a Seasonal Beach Attendant to the Recreation Department (Catherine Derenze)**
- Res. #421 Changes the Status of a Contingent Employee (Sarah Manarel)**
- Res. #422 Approves Chapter 90 Application of Carol Joynes (Jazz Concert)**
- Res. #423 Authorizes the Release of Site Plan Security for River City Enterprises, Inc.**
- Res. #424 Resolution of Support and Concurrence with the Suffolk County/Town of Riverhead Empire Zone (Formerly Economic Development Zone) Regionally Significant Project Application (Gemini Pharmaceuticals)**
- Res. #425 Resolution of Support and Concurrence with the Suffolk County/Town of Riverhead Empire Zone (Formerly Economic Development Zone) Regionally Significant Project Application (Miteq Inc.)**
- Res. #426 Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law for the Offer and Support of the Town of Riverhead Early Retirement Incentive Program**
- Res. #427 Approves Request for Leave of Absence (Alan Hatcher)**
- Res. #428 Offers Support to the New York State Legislature to Amend the General Municipal Law in Relation to the Creation of the Peconic Bay Regional Transportation Council and Provide for the Repeal of Such Provisions**

Upon Expiration Thereof (Senate Bill #S.3181B/assembly Bill #A.6743B)

- Res. #429 Ratifies the Appointment of an Intern to the Police Department (Christopher D. Varveris)**
- Res. #430 Approves the Application for Fireworks Permit of Jamesport Fire Department**
- Res. #431 Ratifies the Appointment of Seasonal Lifeguards to the Recreation Department**
- Res. #432 Awards Bid for Removal and Disposal of Liquid Sludge**
- Res. #433 Meadowcrest Corp Development Water Ext. Capital Project Budget Adoption**
- Res. #434 Ratifies the Appointment of a Seasonal Beach Manager to the Recreation Department (Michele Fusilli)**
- Res. #435 Approves Chapter 90 Application of Old Steeple Community Church (Annual Antique Show)**
- Res. #436 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – July 1st through 4th, 2010)**
- Res. #437 Authorizes the Supervisor to Execute a Stipulation with Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852**
- Res. #438 Approves the Application for Fireworks Permit of Riverhead Raceway (August 21, 2010)**
- Res. #439 Approves the Application for Fireworks Permit of Riverhead Raceway (July 3, 2010)**
- Res. #440 Order Establishing Lateral Extension Within Riverhead Sewer District – Best Western Hotel Complex**
- Res. #441 Ratifies the Appointment of Seasonal Groundskeepers**

- Res. #442 Ratifies the Appointment of a Seasonal Pump-Out Boat Operator (Dominick Forlenza)**
- Res. #443 Authorization to Discard Fixed Assets**
- Res. #444 Ratifies the Re-Appointment of Seasonal Pump Out Boat Operators**
- Res. #445 Accepts the Retirement of a Driver Messenger (Judith Schroeder)**
- Res. #446 Re-Appoints Temporary Student Intern (Justin Blass)**
- Res. #447 Ratifies the Re-Appointment of Seasonal Traffic Control Officers**
- Res. #448 Ratifies the Attendance of Two Police Department Employees to the Annual New York Statewide TraCS Lead Agency Users Meeting**
- Res. #449 In the Matter of the Increase and Improvement of the Facilities of the Riverhead Water District, in the Town of Riverhead, Suffolk County, New York**
- Res. #450 Appoints a Call-In Assistant Recreation Leader to the Recreation Department (Daniel Ruskowski)**
- Res. #451 Scavenger Waste Budget Transfer for Unanticipated Repairs to Bar Screen**
- Res. #452 Appoints an Assistant Recreation Leader to the Riverhead Recreation Department (Jessica Rachubka)**
- Res. #453 Sets the Salary for Seasonal Assistant Beach Manager for the Recreation Department**
- Res. #454 Appoints Temporary Town Board Coordinator (Linda Hulse)**
- Res. #455 Supports the Establishment of a New Truck Route from Long Island Expressway to EPCAL**

- Res. #455 Supports the Establishment of a New Truck Route from Long Island Expressway to EPCAL**
- Res. #456 Authorizes the Release of Letter of Credit for Vertical Line Apparel, Inc.**
- Res. #457 Authorizes the Water District Superintendent to Waive Water Fees for Ida Lane Landscape Improvement Project**
- Res. #458 Extends Bid Contract for Well & Pump Emergency Service for the Riverhead Water District**
- Res. #459 Approves Departmental Status of the Personnel Department**
- Res. #460 Authorizes Riverhead Planning Board and the Riverhead Zoning Board of Appeals to Attend a Conference**
- Res. #461 Approves Chapter 90 application of the American Cancer Society (Dog Walk to Fight Cancer – June 12, 2010)**
- Res. #462 Authorizes the Supervisor to Execute an Agreement with Len Rempe, Inc. to Provide Oil Burner Maintenance Service**
- Res. #463 Authorizes the Supervisor to Execute Second Amendment to Agreement of Sale Dated January 15, 2008 and First Amendment Dated December 15, 2009 with Riverhead Resorts LLC**
- Res. #464 Denies Application Seeking a Chapter 90 Permit to Host Wedding at Baiting Hollow Club and Grants an Exception to Special Permit Terms & Restrictions Limited to an Event to be Held on June 26, 2010 Subject to Conditions Set Forth Below**
- Res. #465 Pays Bills**
- Res. #466 Authorizes the Supervisor to Execute an Agreement with the Riverhead Business Improvement District Management Association, Inc.**

Res. #467 Declares Public Emergency Regarding Flooding at George Young Community Center and authorizes the Supervisor to Execute an Agreement with Duraclean for Emergency Flood Damage Remediation at George young Community Center.

TOWN OF RIVERHEAD

CDA Resolution # 12

AUTHORIZES THE CHAIRMAN TO EXECUTE SECOND AMENDMENT TO AGREEMENT OF SALE DATED JANUARY 15, 2008 AND FIRST AMENDMENT DATED DECEMBER 15, 2009 WITH RIVERHEAD RESORTS LLC

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency have entered into an Agreement of Sale (the Agreement), to sell some 755 acres of property located at the Enterprise Park at Calverton, south of Route 25, Calverton, New York; to Riverhead Resorts LLC; and

WHEREAS, the Agreement was amended by and amendment signed by Riverhead Resorts on November 12, 2009 and by the Town of Riverhead and Town of Riverhead Community Development Agency on December 15, 2009 (the First Amendment); and

WHEREAS, Riverhead Resorts LLC has submitted its application for sub-division approval; and

WHEREAS, RIVERHEAD RESORTS LLC has requested certain amendments to the January 15, 2008 Agreement and First Amendment that are acceptable to both the Town and the Community Development Agency and are set forth in the Second Amendment to the Agreement of Sale; and

NOW THEREFORE BE IT RESOLVED, that the Chairman is hereby authorized to execute the Second Amendment to the Agreement of Sale dated January 15, 2008 and the First Amendment dated December 15, 2009, in the form and content as annexed hereto; and

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Mitchell H. Pally, Esq., Weber Law Group, LLP, 290 Broadhollow Road, Suite 200E, Melville, New York 11747-4818, and 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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			The Resolution Was <input checked="" type="checkbox"/> Was Not <input type="checkbox"/>		
			Therefore Duly Adopted		

**SECOND AMENDMENT TO AGREEMENT OF SALE
DATED JANUARY 15, 2008**

WHEREAS, the Town of Riverhead and Town of Riverhead Community Development Agency (collectively, "Seller") and Riverhead Resorts LLC ("Purchaser") entered into an agreement of sale dated January 15, 2008 which, by its terms, had an effective date of January 15, 2008 (the "Agreement"); and

WHEREAS, the Agreement has been amended by an amendment executed by the Purchaser on November 12, 2009 and by the Seller on December 15, 2009 (the "First Amendment"); and

WHEREAS, pursuant to the First Amendment, the closing date was extended to May 15, 2010; and

WHEREAS, the Purchaser has filed its application for subdivision approval with the Town Planning Board; and

WHEREAS, prior to May 15, 2010, the Purchaser has requested that the closing date previously extended to May 15, 2010 be extended to June 15, 2010 and that the extension fee payment that would have been due May 15, 2010 under paragraph 2 of the First Amendment, be extended to June 15, 2010.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Seller and Purchaser agree as follows:

1. The date of Closing heretofore extended to May 15, 2010 pursuant to the First Amendment, is extended to June 15, 2010. The extension fee payment that would otherwise have been due under Section X(A) on March 15, 2010, and subsequently extended to May 15, 2010 pursuant to the First Amendment, is extended to June 15, 2010.

2. The third, fourth and fifth extensions of the date of Closing provided for in Section X, if exercised by Purchaser, shall be measured as if the first extension were exercised on December 15, 2009 and the second extension were exercised on March 15, 2010.

3. Except as modified by this Second Amendment, all other provisions of the Agreement and First Amendment shall remain in full force and effect. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

SELLER:

TOWN OF RIVERHEAD

BY: _____

NAME: SEAN WALTER

TITLE: SUPERVISOR

DATE: _____

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY**

BY: _____

NAME: SEAN WALTER

TITLE: CHAIR

DATE: _____

PURCHASER:

RIVERHEAD RESORTS LLC

By: Baldragon Riverhead LLC
Its Managing Member

By: *JHNiven*
John Niven, Chairman

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 409

ADOPTS A LOCAL LAW TO REPEAL ARTICLE XXXIII, BUSINESS E HIGHWAY COMMERCIAL/SERVICE ZONE OF CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, a public hearing was held on the 4th day of May, 2010 at 2:15 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on June 2, 2010 as follows:

Chapter 108
ZONING

ARTICLE XXXIII

Business E Highway Commercial/Service Zone

§ 108-159. Purpose.

~~The purpose of this Article is to provide for highway commercial and related services; to respect and preserve the existing character of the Town; and to provide for coordinated site design which unifies and congregates similar type activities and individual developments, thereby allowing convenient and safe vehicular circulation and promoting higher quality design of developments.~~

§ 108-160. Adoption of zoning use.

~~The zoning use classification known as "Business E Highway Commercial/Service Zone" shown on the attached amendment to the Zoning Use Classification Map EN is hereby adopted.~~

§ 108-161. Uses.

~~No building, structure or premises shall be used, in whole or in part, and no building or premises shall be erected, altered or added to unless otherwise provided in this Article, except for the following permitted uses, special permit uses or accessory uses:~~

~~A. Permitted uses.~~

~~(1) Wholesale business, warehouses and building material and sale, excluding the storage of coal, coke fuel oil or junk.~~

~~(2) Building, plumbing and electrical contractors trade shops, with outdoor storage of equipment and materials considered an accessory use.~~

~~(3) Banks.~~

~~(4) Offices for business, governmental and professional use.~~

~~(5) Community centers or offices or meeting rooms for philanthropic, fraternal or educational organizations.~~

~~(6) Restaurants, excluding outdoor counter service, drive-ins or curb service establishments.~~

~~(7) Funeral homes, mortuaries or undertaking establishments.~~

~~(8) Retail sale and display of garden materials, supplies and plants, including nursery operations, provided that outdoor storage of materials and equipment is considered an accessory use. Outdoor storage and display of plants, nursery stock and horticultural stock is considered to be a permitted use.~~

~~(9) Municipal parks, playgrounds and recreational facilities, including refreshment and service buildings accessory thereto and any other~~

~~_____ governmental uses and structures of the Town of Riverhead, the County of
_____ Suffolk or the state or federal governments or agencies thereof.~~

~~_____ (10) Public utility installations.~~

~~_____ (11) Places of worship, excluding tents of a permanent nature.~~

~~_____ (12) Bus passenger shelters.~~

~~_____ (13) Radio, television and recording studios.~~

~~_____ (14) Professional or performing arts studios considered to be for instructional
_____ purposes, such as those for dance, music, arts and/or crafts.~~

~~_____ B. Uses subject to issuance of a special permit by the Town Board in accordance
_____ with § 108-3 of this chapter.~~

~~_____ (1) Gasoline stations subject to the additional requirements of § 108-26.~~

~~_____ (2) Car washes.~~

~~_____ (3) Research and development uses, provided that any manufacturing shall be
_____ limited to prototypes and products for testing.~~

~~_____ (4) Institutions for higher learning, business, vocational and training schools,
_____ including colleges, universities, junior colleges, business, banking,
_____ business management, secretarial and office service schools, computer and
_____ data processing schools, art and drafting schools, barber, beauty and
_____ cosmetology schools, commercial or noncommercial food preparation
_____ schools, photography schools, schools for training in the martial arts,
_____ dancing, gymnastics, music, schools for fashion design, under the
_____ following conditions:~~

~~_____ (a) The curriculum shall satisfy the requirements of the New York
_____ State Department of Education.~~

~~_____ (b) No accommodations for resident students shall be permitted.~~

~~_____ (c) No music or noise shall be audible in any residential district.~~

~~_____ (5) Dry-cleaning establishments.~~

~~_____ (6) Printing plants.~~

~~_____ (7) Fully enclosed commercial recreation facilities, including but not limited
_____ to tennis clubs, skating rinks, paddle tennis, handball and squash facilities,
_____ billiard parlors, bowling alleys, health spas and clubs and uses normally
_____ accessory and incidental to commercial recreation, such as locker rooms,
_____ eating and drinking facilities and retail sale of goods associated with the
_____ particular activity.~~

~~_____ (8) Nationally recognized fraternal organizations catering to members and
_____ their guests.~~

~~_____ (9) Fast food restaurants, provided that eating on the premises shall be
_____ permitted only inside the structure or in areas specifically designated and
_____ properly maintained outside the structure. Minimum lot size for a
_____ freestanding structure is 80,000 square feet. Drive-in windows shall not be
_____ permitted.~~

~~_____ (10) Theaters or cinemas, other than drive-in type. If freestanding, the
_____ minimum lot size shall be 120,000 square feet.~~

~~_____ (11) Small animal hospitals or kennels, provided that no outdoor runs shall be
_____ permitted.~~

~~_____ (12) Outdoor table service for restaurants, with special permits renewable on an
_____ annual basis.~~

- ~~_____ (13) Body and fender repair shop.~~
- ~~_____ (14) Motor vehicle repair shop.~~
- ~~_____ C. Accessory uses.~~
 - ~~_____ (1) Off-street parking and loading.~~
 - ~~_____ (2) Garden houses and greenhouses.~~
 - ~~_____ (3) Signs, subject to the requirements of § 108-165 of this Article.~~
 - ~~_____ (4) Cafeteria and recreational facility for employees or clientele.~~
 - ~~_____ (5) Fully enclosed storage and open storage of materials or equipment, _____
_____ provided that such storage shall be:
 - ~~_____ (a) At least 25 feet from any lot line.~~
 - ~~_____ (b) Not more than eight feet high.~~
 - ~~_____ (c) Suitably screened by a solid fence or other suitable means at least _____
_____ six feet in height.~~
 - ~~_____ (d) Trash compactors suitably screened from view.~~~~
- ~~_____ D. Prohibited uses. Prohibited uses shall include: [Added 12-17-1996]~~
 - ~~_____ (1) Flea markets.~~

§ 108-162. Development standards.

- ~~_____ A. Lot area. The minimum lot area shall be 40,000 square feet.~~
- ~~_____ B. Lot width. The minimum lot width (frontage) shall be 150 feet.~~
- ~~_____ C. Yards.~~
 - ~~_____ (1) Front. The minimum front yard shall be 35 feet. No building, structure or _____
_____ parking shall be located in the front yard so provided.~~
 - ~~_____ (2) Side. The minimum side yard shall be 20 feet.~~
 - ~~_____ (3) Rear. The minimum rear yard shall be 25 feet.~~
- ~~_____ D. Building area. The maximum building area shall be 17%.~~
- ~~_____ E. Height. The maximum height of buildings and structures shall be 35 feet.~~

§ 108-163. Landscaping, screening and buffering.

- ~~_____ A. Screening and buffering shall meet the minimum requirements of § 108-64.1 of _____
_____ this chapter. In addition, properties that are located adjacent to a noncommercial _____
_____ zone or an existing property shall provide a twenty-foot vegetative buffer between _____
_____ zones or properties.~~
- ~~_____ B. Preservation of existing vegetation. Site plans for the development of property _____
_____ located in a Business E District shall include an indication of existing mature trees _____
_____ and other instances of unique, indigenous and/or significant vegetation and other _____
_____ natural features so as to ensure their preservation and thereby retain an open space _____
_____ environment which enhances the character of the Town.~~
- ~~_____ C. Parking areas.~~
 - ~~_____ (1) The visual impact of parking areas shall be softened by interrupting _____
_____ continuous rows of parking spaces with planting and by creating planted _____
_____ canopies over parking areas.~~
 - ~~_____ (2) Any open parking areas of 15 spaces or more shall be provided with _____
_____ internal landscaping covering not less than 10% of the total parking area.~~
 - ~~_____ (3) Landscaping shall be reasonably dispersed. Primary landscape materials _____
_____ shall be shade trees. Secondary materials may include shrubs and ground _____~~

~~_____ cover which shall compliment the tree planting and the surrounding
_____ natural environment.~~

~~§ 108-164. Access and parking requirements.~~

- ~~A. Parking. Off street parking and loading must conform to the parking schedule and §§ 108-60 and 108-61 of this chapter.~~
- ~~B. Access. No more than one access to the street shall be provided per lot. Shared access between properties will be required at the discretion of the Planning Board.~~

~~§ 108-165. Signage.~~

~~Signage shall meet the requirements of § 108-56, Signs, of this Zoning Ordinance.~~

~~§ 108-166. Additional requirements.~~

~~The Planning Board, under these provisions and the procedures set forth in the Subdivision Regulations of the Town of Riverhead, may require the following additional information as a basis for approving the condominium map of such subdivisions:~~

- ~~A. A complete site plan showing the location of all landscaping and other improvements, including dwelling units (with floor plans, elevations and sections of all buildings and structures).~~
- ~~B. The text of all filed restrictions on the use of the land and buildings, including the condominium agreement ads approved by the New York State Attorney General.~~
- ~~C. Any other information deemed by the Board to be necessary to a reasonable determination of the application.~~

- Overstrike represents deletion(s)

Dated: Riverhead, New York
June 2, 2010

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

DIANE M. WILHELM, Town Clerk

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 410

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108
ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE
(Home occupation in accessory buildings.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 108 entitled, "Zoning" (§108-3. Definitions. Home Occupation.) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 4th day of May, 2010 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to consider an amendment to Chapter 108 entitled, "Zoning" (§108-3. Definitions. Home Occupation.) of the Town Code of the Town of Riverhead is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" at its regular meeting held on June 2, 2010.

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

Chapter 108
ZONING
ARTICLE III

Residence A-40 Zoning Use District

§ 108-8. Uses.

In the RA-40 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special permit of the Town Board.
- (1) Dwelling, two-family, with transferred development rights.
 - (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (3) Day-care facility conducted in a residence.
 - (4) Nursery school conducted in a residence.
 - (5) Home occupations or professions conducted within an accessory building by the residents thereof.
- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:
- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

ARTICLE IV

Residence B-40 (RB-40) Zoning Use District

§ 108-12. Uses.

In the RB-40 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses and specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special permit of the Town Board.
- (1) Dwelling, two-family.
 - (2) Day-care facility.
 - (3) Nursery school.
 - (4) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.

(5) Home occupations or professions conducted within an accessory building by the resident thereof.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

ARTICLE V

Residence B-80 Zoning Use District

§ 108-16. Uses.

In the RB-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

B. Specially permitted uses, by special permit of the Town Board.

(1) Bed-and-breakfast.

(2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.

(3) Educational institution without boarding facilities or dormitories, private.

(4) Day-care facility conducted in a residence.

(5) Golf course (standard), with or without clubhouse.

(6) An accessory dwelling unit with a maximum living area of 1,000 square feet on a lot of 10 acres or more, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.

(7) Professional offices of attorneys, architects, medical doctors, or dentists, provided that the subject real property conforms to the following conditions:

(a) The property is improved with a single-family residence at the time of the adoption of this Subsection B(7).

(b) The professional office use shall be within the building footprint of the existing single-family residence.

(c) The property has frontage along New York State Route 25 between Route 105 and the Town boundary with the Town of Southold.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town CodeEN and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer

provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3) Agricultural worker housing pursuant to the requirements of § 108-64.1.

ARTICLE VA

Residence A-80 (RA-80) Zoning Use District

§ 108-20.2. Uses.

In the RA-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special use permit of the Town Board.
 - (1) Bed-and-breakfast.
 - (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (3) Educational institution without boarding facilities or dormitories, private.
 - (4) Day-care facility conducted in a residence.
 - (5) Golf course (standard), with or without clubhouse.
 - (6) An accessory dwelling unit on a lot of 10 acres or more with a maximum living area of 1,000 square feet, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.
- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:
 - (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~
 - (2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town CodeEN and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
 - (3) Agricultural worker housing pursuant to the requirements of § 108-64.1.

ARTICLE VI

Agriculture Protection Zoning Use District (APZ)

§ 108-22. Uses.

In the APZ, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special use permit of the Town Board.
 - (1) Bed-and-breakfast.
 - (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (3) Kennel, commercial.
 - (4) Educational institution without boarding facilities or dormitories, private.
 - (5) Day-care facility conducted in a residence.
 - (6) An accessory dwelling unit with a maximum living area of 1,000 square feet on a lot of 10 acres or more, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.

- (7) Professional offices of attorneys, architects, medical doctors, or dentists, provided that the subject real property conforms to the following conditions:
 - (a) The property is improved with a single-family residence at the time of the adoption of this local law. EN
 - (b) The professional office use shall be within the building footprint of the existing single-family residence.
 - (c) The property has frontage along New York State Route 25 between Route 105 and the Town boundary with the Town of Southold.
 - (8) Home occupations or professions conducted within an accessory building by the residents thereof.
- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:
- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~
 - (2) The sale at retail of homegrown or homemade products, upon a parcel of a minimum of seven acres, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
 - (3) Agricultural worker housing pursuant to the requirements of § 108-64.4.
 - (4) Farm operations.

ARTICLE XXIV
Hamlet Residential (HR) Zoning Use District

§ 108-121. Uses.

In the HR Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special permit of the Town Board.
 - (1) Bed-and-breakfast.
 - (2) Day-care facility conducted in a residence.
 - (3) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (4) Nursery school when conducted in a residence.
 - (5) Home occupations or professions conducted within an accessory building by the resident thereof.
- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses when located on the same lot. Specifically permitted is the following:
 - (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

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

Dated: Riverhead, New York
June 2, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 411

2010 Budget Reduction

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board requests a 5% reduction in contractual expenses for the 2010 Budget due to the budget deficit,

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attached 2010 Budget Reductions to the original 2010 budget:

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to each department.

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

PROPOSED EXPENSE REDUCTION

<u>UND</u>	<u>COST CTR</u>	<u>OBJECT</u>	<u>PROJECT</u>	<u>ACCT TITLE</u>	<u>REDUCTION AMOUNT</u>
001	010100	542100	00000	MISCELLANEOUS OFFICE EXPENS	1,040.00
001	011100	542100	00000	MISCELLANEOUS SUPPLIES	3,000.00
001	011100	543905	00000	ADMINISTRATION CONSULTANT	1,675.00
001	012200	549000	00000	MISCELLANEOUS	410.00
001	013100	512500	00000	OVERTIME NON-UNIFORM	25,000.00
001	013100	542100	00000	OFFICE SUPPLIES	400.00
001	013100	543400	00000	EDUCATION	88.00
001	013100	543405	00000	TRAVEL EXPENSES	25.00
001	013100	543900	00000	MISCELLANEOUS CONSULTANTS	2,500.00
001	013100	544270	00000	LMC-LABOR-MGT EXPENSES	38.00
001	013100	549000	00000	MISCELLANEOUS EXPENSES	2,500.00
001	013300	524000	00000	EQUIPMENT	500.00
001	013300	543405	00000	TRAVEL EXPENSES	200.00
001	013450	540000	00000	CONTRACTUAL EXPENSES	20.00
001	013550	524000	00000	EQUIPMENT	2,000.00
001	013550	542114	00000	PROFESSIONAL DUES & SUBSCRI	1,445.00
001	014100	541400	00000	REPAIRS	15.00
001	014100	542108	00000	TOWN CLERK - TAPES	10.00
001	014100	542114	00000	DUES	7.00
001	014100	542602	00000	TOWN CLERK STATIONERY	105.00
001	014100	542609	00000	ADVERTISE/TOWN BOARD NOTICE	1,250.00
001	014100	543960	00000	STENOGRAPHIC SERVICES	500.00
001	014100	549000	00000	MISCELLANEOUS	25.00
001	014200	543301	00000	LITIGATION, APPRAISALS AND	78,878.00
001	014300	543350	00000	PROFESSIONAL SERVICES - BAC	1,850.00
001	014400	524400	00000	FIELD EQUIPMENT	5,000.00
001	014400	524000	00000	EQUIPMENT	5,000.00
001	014400	542300	00000	Field Supplies	600.00
001	014800	543900	00000	TELEVISION CONSULTANTS	125.00
001	016200	542500	00000	SUPPLIES & SERVICE	10,000.00
001	016200	545210	00000	COPIER	11,750.00
001	016230	542500	00000	SUPPLIES & SERVICES	5,750.00
001	016240	542500	00000	SUPPLIES & SERVICE EXPENSE	3,150.00
001	016250	524175	00000	TRUCKS	16,000.00
001	016250	541201	00000	BEACH PREPARATIONS	2,500.00
001	016250	541202	00000	TOWN DREDGING	15,000.00
001	016250	541203	00000	LANDSCAPING	2,000.00
001	016700	540000	00000	M F CONTRACTUAL EXPENSES	32,500.00
001	016800	512500	00000	OVERTIME NON-UNIFORM	5,000.00
001	016800	524000	00000	EQUIPMENT	5,500.00
001	016800	542100	00000	OFFICE SUPPLIES	50.00
001	016800	542700	00000	COMPUTER SUPPLIES	2,000.00
001	016800	543400	00000	EDUCATION EXPENSE	100.00
001	016800	543405	00000	TRAVEL EXPENSES	25.00

<u>FUND</u>	<u>COST CTR</u>	<u>OBJECT</u>	<u>PROJECT</u>	<u>ACCT TITLE</u>	<u>REDUCTION AMOUNT</u>
001	016800	543900	00000	MISCELLANEOUS CONSULTANTS	3,000.00
001	016900	524000	00000	EQUIPMENT MUNICIPAL GARAGE	8,750.00
001	031200	541500	00000	AUTOMOTIVE REPAIRS	38,910.00
001	031220	541406	00000	EQUIP R & M/PECONIC RIVER B	1,563.00
001	031250	542112	00000	PROGRAMS	460.00
001	031255	542100	00000	SUPPLIES/OFFICE SUPPLIES	150.00
001	034100	542100	00000	SUPPLIES/OFFICE SUPPLIES	700.00
001	034100	542400	00000	UNIFORMS	150.00
001	034100	543403	00000	PROFESSIONAL SVCS-EDUCATION	685.00
001	034100	545260	00000	RENTS & LEASES - CELLULAR P	200.00
001	035100	541150	00000	BUILDING REPAIRS	2,668.00
001	036200	541500	00000	CAR EXPENSES	1,248.00
001	036200	549000	00000	MISCELLANEOUS	1,500.00
001	036250	542100	00000	SUPPLIES/OFFICE SUPPLIES	1,020.00
001	036400	540000	00000	CONTRACTUAL EXPENSES	90.00
001	042100	542100	00000	SUPPLIES AND MATERIALS	375.00
001	050100	541150	00000	BUILDING MAINTENANCE & SUPP	2,000.00
001	050100	549000	00000	MISCELLANEOUS EXPENSES	2,790.00
001	064100	542611	00000	SHOW MOBILE EXPENSE	250.00
001	065100	544140	00000	MEMORIAL DAY OBSERVATION	175.00
001	067720	512500	00000	OVERTIME NON-UNIFORM	5,000.00
001	067720	542221	00000	NUTRITION FOOD EXPENSES	15,000.00
001	067720	542613	00000	NEWSLETTER EXPENSE	2,000.00
001	070200	541000	00000	REPAIR & MAINTENANCE EXPENS	600.00
001	070200	542104	00000	SUPPLIES	225.00
001	070200	542113	00000	POSTAGE	300.00
001	070200	542114	00000	ASSOCIATION DUES	100.00
001	070200	542600	00000	PRINTING	500.00
001	070200	543405	00000	TRAVEL	50.00
001	070200	546000	00000	UTILITIES	88.00
001	070200	546100	00000	TELEPHONE 727-1750,1004,584	600.00
001	071100	541100	00000	EPCAL GROUNDS R & M/LANDSC	6,125.00
001	071400	541000	00000	REPAIR & MAINTENANCE	1,500.00
001	071400	542112	00000	PROGRAM SUPPLIES	50.00
001	071400	543901	00000	REC PROGRAM SPECIALISTS & I	100.00
001	071400	546000	00000	UTILITIES	3,250.00
001	071800	541000	00000	REPAIRS & MAINTENANCE	75.00
001	071800	542112	00000	PROGRAM SUPPLIES	275.00
001	071800	542512	00000	SIGNAGE SUPPLIES & EXPENSES	135.00
001	071800	542600	00000	PRINTING EXPENSES	450.00
001	071800	543405	00000	TRAVEL EXPENSE	100.00
001	071800	546000	00000	UTILITIES	537.50
001	071800	546400	00000	WATER & PLUMBING	40.00
001	072300	540000	00000	CONTRACTUAL EXPENSES	1,000.00
001	073100	542112	00000	PROGRAM SUPPLIES	87.50

<u>FUND</u>	<u>COST CTR</u>	<u>OBJECT</u>	<u>PROJECT</u>	<u>ACCT TITLE</u>	<u>REDUCTION AMOUNT</u>
001	073100	543601	00000	LITTLE LEAGUE PROGRAM EXPEN	150.00
001	073100	543605	00000	BASKETBALL PROGRAM EXPENSES	50.00
001	073100	543630	00000	SPECIAL EVENTS	600.00
001	073105	542100	00000	OFFICE SUPPLIES	100.00
001	075200	540000	00000	CONTRACTUAL EXPENSES	1,430.00
001	075200	544265	00000	LANDMARKS PRESERVATION COMM	600.00
001	075500	544130	00000	SUMMER CELEBRATIONS	280.00
001	076200	545410	00000	BUSES	275.00
001	079890	542000	00000	SUPPLIES	100.00
001	079890	543700	00000	CONSULTANTS/INSTRUCTORS	75.00
001	079890	545000	00000	RENT	662.00
001	079891	542112	00000	PROGRAM SUPPLIES	125.00
001	079891	543620	00000	PROGRAM INSTRUCTORS	50.00
001	079891	545000	00000	RENTALS/EVENTS	75.00
001	080100	542000	00000	OFFICE & TRAVEL	500.00
001	080100	543403	00000	CONFERENCES	450.00
001	080200	543950	00000	PLANNING CONSULTANT	6,825.00
001	080250	540000	00000	CONTRACTUAL EXPENSES	375.00
001	081600	543400	00000	PUBLIC EDUCATION EXPENSES	5,000.00
001	081600	547500	00000	WASTE DISPOSAL EXPENSES	7,400.00
001	086860	540000	00000	CONTRACTUAL EXPENSES	1,025.00

TOTAL EXPENSE BUDGET REDUCTION

\$ 376,550.00

001 014200 426810 000000 Court Settlement 376,550.00

TOTAL REVENUE REDUCTION

\$ 376,550.00

PROPOSED EXPENSE REDUCTION

<u>FUND</u>	<u>COST CTR</u>	<u>OBJECT</u>	<u>ACCT TITLE</u>	<u>PROPOSED SAVINGS</u>
111	051100	545200	EQUIPMENT RENTAL	30,000.00
111	051400	543502	ENGINEERING CONSULTANT	5,000.00
111	051400	547504	REFUSE & GARBAGE EXPENSE	18,000.00
112	083200	541500	MOTOR EQUIPMENT EXPENSE	50,000.00
112	083200	543506	PROFESSIONAL SVC-LAB ANALYS	28,000.00
114	081300	524175	TRUCKS	10,000.00
114	081300	524400	Station Equipment	3,000.00
114	081300	541416	REPLACEMENT & IMPROVEMENTS	2,000.00
114	081300	541425	GENERATOR MAINTENANCE - STA	4,000.00
114	081300	546203	PLANT ELECTRICITY & GAS	14,000.00
114	081300	546204	STATION ELECTRICITY	3,000.00
114	081300	547504	SANITATION DISPOSAL EXPENSE	17,700.00
115	081600	549000	MISCELLANEOUS	2,000.00
116	051820	524000	EQUIPMENT	5,000.00
116	051820	543500	PROFESSIONAL SVC ENG	4,000.00
117	056500	540000	CONTRACTUAL EXPENSES	3,500.00
124	081300	541100	BUILDING REPAIRS & MAINTENA	8,300.00
128	081890	547504	SPECIAL ITEMS - SANITATION	25,400.00
TOTAL EXPENSE BUDGET REDUCTION				\$ 232,900.00

PROPOSED REVENUE REDUCTION

<u>FUND</u>	<u>COST CTR</u>	<u>OBJECT</u>	<u>ACCT TITLE</u>	
111	012401	441100	INTEREST & EARNINGS	53,000.00
112	012140	465110	WATER METERED SALES	78,000.00
114	012401	441100	INTEREST EARNINGS	53,700.00
115	012401	441100	INVESTMENT EARNINGS	2,000.00
116	000000	351000	FUND BALANCE	9,000.00
117	000000	351000	FUND BALANCE	3,500.00
124	000000	442502	BUILDING REPAIRS & MAINTENANCE	8,300.00
128	082130	421083	SCAVENGER WASTE TIPPING FEES	25,400.00
TOTAL REVENUE REDUCTION				232,900.00

TOWN OF RIVERHEAD

Resolution # 412

Council of Unity Grant

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, \$7,000 has been received by the Town of Riverhead on behalf of the Riverhead Central School District for a grant specifically for the development, training, technical support and supplies to support the Riverhead Central School District Council for Unity program.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adoption to administer the funds to the Riverhead Central School District:

		<u>FROM</u>	<u>TO</u>
099.072350.492215.44010	NYS Aid	7,000.00	
099.072350.5439000.44010	Miscellaneous Consultants		7,000.00

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 413

APPOINTS CALL-IN PARK ATTENDANTS TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Call-in Park Attendants are needed by the Riverhead Town Recreation Department for employment at the Town Parks

NOW THEREFORE BE IT RESOLVED, that effective June 2, 2010 this Town Board hereby appoints the attached list of Park Attendants to the Recreation Department

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

**RECREATION DEPARTMENT APPOINTMENTS
6/2/10 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Start Date</u>	<u>Salary</u>
Sims	Jason	Park Attendant 2 Level 1	6/2/10	\$9.75
Eleazer Jr.	Dwayne	Park Attendant 2 Level 1	6/2/10	\$9.75
Ruskowski	Daniel	Park Attendant 2 Level 1	6/2/10	\$9.75

TOWN OF RIVERHEAD

Resolution # 414**AUTHORIZES THE NEUTRAL POWER GROUP, LLC TO PERFORM PHASE 1B
STUDY – RIVERHEAD SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board as governing body of the Riverhead Sewer District by resolution dated December 15, 2009 engaged The Neutral Power Group, LLC to perform a feasibility study and issue its report as more particularly set forth in said resolution, and

WHEREAS, such report has been submitted and reviewed, and

WHEREAS, it is now appropriate and advisable to proceed with the site specific wind testing set forth as Phase 1B of the aforesaid agreement.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Agreement authorized by Resolution #1161 of 2009 The Neutral Power Group, LLC be and hereby is authorized to complete the Phase 1B study as outlined in their proposal dated May 25, 2010 attached hereto, in the amount of \$16,457.38, and

BE IT FURTHER RESOLVED, that the insurance stated in the proposal shall include insurance naming the Town of Riverhead and the Riverhead Sewer District as additional insured as evidenced by a certificate of insurance before commencement of the work, and

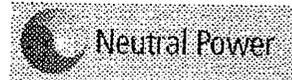
BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

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



May 25, 2010

Michael Reichel, Superintendent
Town of Riverhead & Calverton Sewer Districts
River Avenue
Riverhead, New York

Subject: Proposal for Services: Riverhead Sewer District Wind Measurement Program

Dear Mr. Reichel,

Please find attached a breakdown of costs and charges for the installation, running and decommissioning of a wind measurement program for the Riverhead Sewer District site. Following your review of our Phase 1 feasibility report and our conference call on May 14 this proposal forms Phase 1B of the RSD wind turbine project. To that end it includes all of the labor, equipment and non material charges, such as insurance, for a 6 month program. The earliest likely date for the start of construction on site will, however, be late Spring, making a 9 month program the most pragmatic solution; either way the price is the same. With a projected start date of late July, this will ensure that wind data is gathered from the least windy part of the year, throughout the winter period. This is based upon the requirement to plan for good weather in late Spring / early Summer to ensure a successful craneage operation for wind turbine assembly.

Neutral Power's proposal dated September 11, 2009, quoted an up-front cost for installation of the meteorology mast and equipment of \$8,000 when combined with the Phase 1 work. Our detailed costing of this phase of the program comes in at \$10,567.38. Shipping dates quoted for the equipment are from mid to late June and we plan to have it on site by the end of June ready for installation in either the second or last week of July.

Collection and transmission of the data from the mast can be done by 2 means: either by manually swapping the data card from the logger on a weekly basis, downloading the data and emailing it to us; or by installing a Verizon GPRS card in the logger to transmit the data daily by email. The latter entails modest cellphone costs, but has the advantage that the data is checked daily, ensuring more regular fault finding on the anemometers installed on the mast. Either way we will ensure the data is available to you as well as our regular analysis of the results. The price for the ongoing monitoring, analysis and reporting is therefore either \$1,440.00 or \$1,740.00

Finally, at the end of the analysis period the mast will need to be lowered, disassembled and removed from the site. Again, this is a significant engineering evolution, given the size and weight of the equipment involved. The cost for this is \$4,150.00

The grand total for the program, including wireless transmission of data, is therefore \$16,457.38. You may prefer that the second and third elements of this program are included in Phase 2 of the overall project. Either way, once the Riverhead Town Board has approved this program, Neutral Power will submit an updated Phase 2 proposal, based upon the detailed proposal submitted on June 19, 2009 and updated in accordance with the work completed so far on the project.

Sincerely,

Peter Rusy
Chief Operating Officer
Neutral Power

TOWN OF RIVERHEAD

Resolution # 415

AUTHORIZING THE SUPERVISOR TO SIGN SETTLEMENT CONSENT ORDER WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the New York Department of Environmental Conservation has alleged violations on the part of the Town with respect to mining of sand on its property off of Manor Lane; and

WHEREAS, the New York Department of Environmental Conservation has proposed a settlement of the dispute without the need for further enforcement litigation; and

WHEREAS, in light of the costs and uncertainties of litigation, it is in the best interest of the Town to accept the settlement proposal;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the terms of the proposed Consent Order in the form as annexed hereto; and it is further

RESOLVED, that the Supervisor is hereby authorized to sign the Consent Order on behalf of the Town as well as any other documents necessary to effectuate the settlement of the enforcement litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frank A. Isler, Esq., 456 Griffing Avenue, Riverhead, New York 11901, 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.

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

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
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

..... X
In the Matter of the Alleged Violation of Articles 23, 71 :
and 72 of the New York State Environmental Conservation :
Law ("ECL"), and Parts 421 et seq. of Title 6 of the :
Official Compilation of Codes, Rules and Regulations of :
the State of New York ("6 NYCRR"), by : **ORDER ON CONSENT**
: **DEC File No. R1-20100112-44**
TOWN OF RIVERHEAD :
:
(Suffolk County) Respondent :
..... X

WHEREAS:

1. The New York State Department of Environmental Conservation (hereinafter referred to as the "Department" or "DEC"), is charged with jurisdiction over the operation of mining activities in the State of New York pursuant to ECL §23-2701 et seq. and the rules and regulations adopted pursuant thereto as set forth at 6 NYCRR Parts 420 et seq.; and
2. Respondent TOWN OF RIVERHEAD, is a municipal corporation located in Suffolk County, New York; and
3. The Respondent owns and operates property on which mining activity was conducted, as that term is defined in Article 23 of the ECL, at an unimproved site located on Manor Lane, Jamesport, Town of Riverhead, County of Suffolk, State of New York - SCTM # 0600-04700-0200-014001 (hereinafter referred to as the "Facility"); and
4. Pursuant to ECL Articles 3 and 23, the Department regulates mining and prohibits mining without the requisite permit, or in noncompliance with the requisite permit; and

FIRST VIOLATION:

5. Pursuant to ECL §23-2701 et seq. and 6 NYCRR Part 421, the Department regulates mining and prohibits mining over 1,000 tons or 750 cubic yards of minerals within twelve successive calendar months without the requisite permit, or in noncompliance with the requisite permit.
6. The Department has documented that Respondent has mined over 1,000 tons or 750 cubic yards of minerals within twelve successive calendar months at the subject Site.
7. The Department has documented violations of ECL §23-2701 et seq. and 6 NYCRR Part 421, in that Respondent did not apply for and was not issued a mining permit to operate a mine upon the Site.

SECOND VIOLATION:

8. Pursuant to ECL §23-2701 et seq. and 6 NYCRR Part 422, "every applicant for a mining permit shall submit to the department a mined land-use plan which shall sets forth in detail an outline of the mining property and the affected land, the applicant's mining plan and the applicant's reclamation plan. After the department has issued a mining permit, the permittee shall not deviate or depart from the mined land-use plan without approval by the department of an alteration or amendment thereto. mining reclamation is required to ensure proper reclamation of a mine."
9. The Department has documented violations of ECL §23-2701 et seq. and 6 NYCRR Part 422, in that Respondent failed to submit a mined land-use plan to the Department for the operation of a mine upon the Site.
10. On May 19, 2010, Respondent submitted a Mined Land Reclamation permit application seeking Department authorization to operate a mine upon the subject Site. That application is currently under review by the Department.
11. Respondent desires to settle this matter and resolve said violations by entering into this Order with the Department rather than to continue litigation on the issues.
12. The Department agrees to settle the within matter through this Order on Consent with Respondent rather than to continue litigation on the issues.
13. Respondent affirmatively waives its right to a public hearing in this matter in the manner provided by law, and consent to the entering and issuing of this Order, agree to be bound by the terms and conditions contained herein.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

- I. Cease and Desist. Respondent shall cease and desist from further violations of any provision of the ECL, and implementing regulations, more particularly ECL Art. 23, Title 27, and Part 421 et seq. of 6 NYCRR.
- II. Compliance. Respondent shall immediately comply with all mining laws, rules and regulations, and the attached Schedule A, Schedule of Compliance.
- III. Civil Penalty. There is hereby imposed upon Respondent a penalty in TWENTY-FIVE THOUSAND (\$25,000) DOLLARS, of which sum FIFTEEN THOUSAND (\$15,000) DOLLARS shall be payable by **Certified Check or Money Order** and the remaining TEN THOUSAND (\$10,000) DOLLARS shall be suspended provided that Respondent adhere to the terms and conditions of this Order, including Schedule A, the Schedule of Compliance attached hereto and made apart hereof. The penalty shall be made payable to "N.Y.S. Department of Environmental Conservation." A check that is not bank certified or a money order will be returned to Respondent and this matter will be deemed unresolved.

- IV. Reservation of Rights. The Department hereby reserves all its legal, administrative and equitable rights arising at common law or as granted to it pursuant to statute or regulation, including, but not limited to, any summary abatement powers of the Commissioner.
- V. Modification. In those instances in which Respondent desires that any of the provisions, terms or conditions of this Order be changed, it shall make written application, setting forth the grounds for the relief sought, to the NYSDEC c/o Regional Attorney, 50 Circle Road, Stony Brook University, Stony Brook, NY 11790-3409. No change or modification to this Order shall become effective except as specifically set forth in writing and approved by the Commissioner or a duly authorized representative.
- VI. Indemnification. Respondent shall indemnify and hold the Department, the State of New York, their representatives, employees and agents, harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of the provisions presented hereof by the Respondent, his directors, officers, employees, servants, agents, successors or assigns, except for those claims, suits, actions and costs arising from the negligence or willful or intentional misconduct by the State of New York, and/or its representatives and employees during the course of any activities conducted pursuant to the fulfillment or attempted fulfillment of the requirements contained in this order and annexed Schedule of Compliance.
- VII. Access to Determine Compliance That for the purpose of insuring compliance with this Order, and with applicable provisions of the ECL and regulations promulgated thereunder, representatives of the DEC shall be permitted access to the Site without prior notice at reasonable hours and intervals in order to inspect and determine the status of the property, as well as access to relevant records in order to inspect and/or perform such tests as may be deemed appropriate to determine the status of Respondents' compliance.
- VIII. Binding Effect. The provisions, terms, and conditions of this Order, including the attached Schedule A, Schedule of Compliance, shall be deemed to bind Respondent and Respondent's officers, directors, agents, employees, successors and assigns and all persons, firms and corporations acting under or for them, including, but not limited to those who may carry on any or all of the operations now being conducted by Respondent, whether at the present location or at any other in this State.
- IX. Effective Date. The effective date of this Order shall be the date upon which it is signed by the Commissioner or the Commissioner's Designee on behalf of the Department.
- X. Unforeseen Events. Respondent shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if Respondents cannot comply with any requirements of the provisions hereof because of an Act of God, war, riot, or other catastrophe as to which negligence or willful misconduct on the part of Respondents was not foreseen or a proximate cause, provided, however, that the Respondent shall immediately notify the Department in writing, when it obtains knowledge of any such condition and shall request an appropriate extension or modification of the provisions hereof; Respondents will adopt all reasonable measures to prevent or minimize any delay.

- XI. Resolved Violations: This Order resolves only those violations specifically articulated and described herein and in no way limits the Department's authority to enforce any other violations not described herein in the manner that the Department shall deem appropriate; and it is further
- XII. Natural Resource Damage Claim. Nothing in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including the right to recover natural resources damages, against any party, including the respondent; and it is further
- XIII. Entire Agreement. This Order constitutes the entire agreement of the parties, and no provision of the agreement shall be deemed waived or otherwise modified without the written consent of the parties hereto or their lawfully designated successors.

Stony Brook, New York
Dated:

ALEXANDER B. GRANNIS
Commissioner of Environmental Conservation

By: _____
PETER A. SCULLY
Regional Director

To: Frank Isler, Esq.
Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP
456 Griffing Avenue, P.O. Box 389
Riverhead, New York 11901
Attorney for Respondent Town of Riverhead

**SCHEDULE A
COMPLIANCE SCHEDULE
FOR
TOWN OF RIVERHEAD
DEC File No. R1-20100112-44**

I. GENERAL REQUIREMENTS:

Immediately, Respondent shall not mine except as authorized by the Department pursuant to an approved MLR Permit, or otherwise undertake any activity regulated under ECL §23-2711 et seq. and 6 NYCRR Part 421 without first having obtained a permit as required by ECL § 23-2711 and 6 NYCRR Part 421.

All submittals to the Department required under this Order shall be made by Respondent as follows:

1. One copy to: Regional Attorney, Office of General Counsel, New York State Department of Environmental Conservation, Stony Brook University, 50 Circle Road, Stony Brook, New York 11790; and
2. One copy to: Bureau of Mined Land Reclamation, Region One, New York State Department of Environmental Conservation, Stony Brook University, 50 Circle Road, Stony Brook, New York 11790; and

II. RECLAMATION:

On May 19, 2010, Respondent submitted a Mined Land Reclamation (MLR) permit application seeking Department authorization to operate a mine upon the subject Site. That application is currently under review by the Department. Upon issuance of an MLR permit, reclamation of the subject Site would be conducted pursuant to said permit. If respondent were not to receive an MLR permit, respondent would be required to submit to the Department an approvable* reclamation plan with time schedule for implementation within thirty (30) days of the conclusion of the process seeking authorization to operate a mine.

* "Approvable" as used in this Order shall mean approvable by the DEC with minimal revision. "Minimal revision" shall mean that the Respondent incorporates all revisions required by DEC, and resubmits the plan for approval within fifteen (15) calendar days after receipt of the written comments of the DEC.

6/2/10

TABLED

TOWN OF RIVERHEAD

Resolution # 416

AUTHORIZES EXTENSION OF CONTRACT WITH MAGGIO SANITATION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Maggio Sanitation Service, Inc. was awarded a contract via Town Board Resolution 1039 adopted at the November 1, 2005 Town Board Meeting for residential solid waste pick up and disposal for a period of five years ending December 31, 2010; and

WHEREAS, the Town of Riverhead feels that it is in the best interest of the residents of the Town of Riverhead to extend said contract for a period of one year;

NOW, THEREFORE, BE IT RESOLVED that the contract awarded to Maggio Sanitation Service, Inc. on November 1, 2005 is hereby extended for a period of one year ending December 31, 2011 under the same terms and conditions as set forth in the original contract; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this Resolution to Maggio Sanitation Service, Inc., 9 Commercial Blvd., Medford, New York 11763-1522; 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 TABLED

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 417

AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR PLACEMENT OF CELLULAR TOWERS ON PROPERTY OWNED BY THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead has been approached by several cellular companies proposing the placement of cellular towers on property owned by the Town of Riverhead; and

WHEREAS, the Town of Riverhead recognizes the growing need for increased cellular coverage in several areas in order to better serve the residents of the Town; and

WHEREAS, in addition to increased cellular coverage, the Town recognizes that there exists other benefits including enhanced emergency service for police and emergency services;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Placement of Cellular Towers on Property Owned by the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the June 10, 2010 issue of the News-Review; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on **June 23, 2010 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Placement of Cellular Towers on Property Owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard. Maps showing each location are annexed hereto as Exhibits "A-D"**.

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **June 10, 2010**.

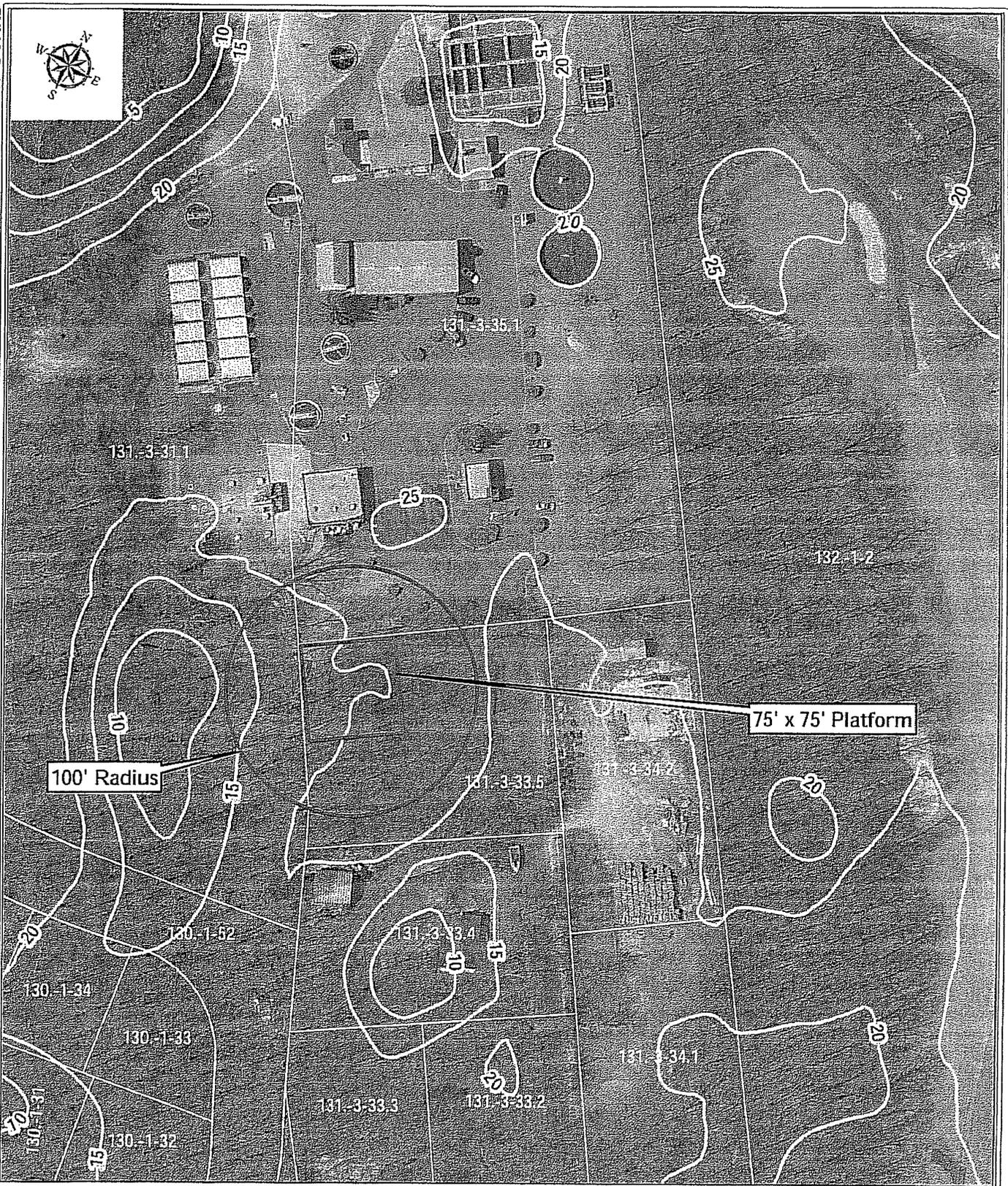
Each proposal must be submitted in a sealed envelope clearly marked **"CELLULAR TOWER ON TOWN PROPERTY"** Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on June 23, 2010**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

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

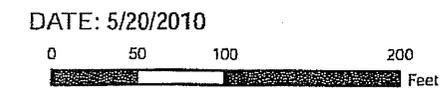
EXHIBIT A

TOWNSHIP BOARD



\\sadmin\de...all tower info\Town Towers\Sewer Dist.rmd

Property Lines Courtesy:
 Suffolk County Real Property Tax Service
 COPYRIGHT (c) 2010 COUNTY OF SUFFOLK, N.Y.

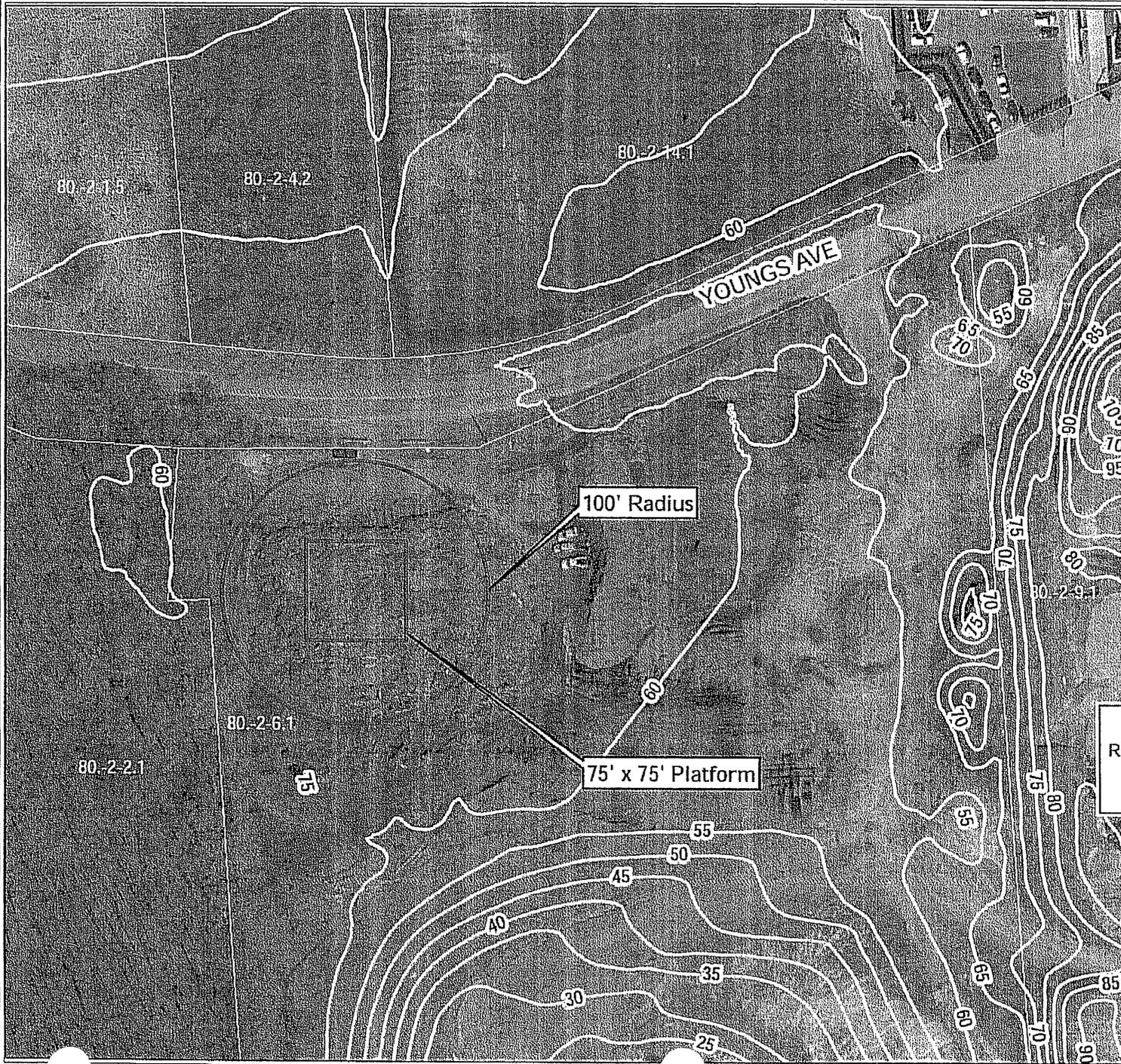


map of
**RIVERHEAD TOWN CELLULAR
 PHONE TOWER
 POTENTIAL SITES**

SEWER DISTRICT



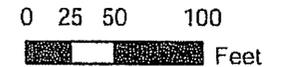
TOWN OF RIVERHEAD
 200 Howell Ave.
 Riverhead, New York 11901



Property Lines Courtesy:
Suffolk County Real Property
Tax Service
COPYRIGHT (c) 2010 COUNTY
OF SUFFOLK, N.Y.



DATE: 5/21/2010



map of
**RIVERHEAD TOWN CELLULAR
PHONE TOWER
POTENTIAL SITES**

YARD WASTE FACILITY



TOWN OF RIVERHEAD

200 Howell Ave.
Riverhead, New York 11901

TOW JARD



Property Lines Courtesy:
 Suffolk County Real Property Tax Service
 COPYRIGHT (c) 2010 COUNTY OF SUFFOLK, N.Y.

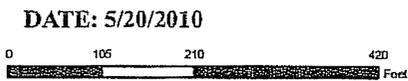
map of
**RIVERHEAD TOWN CELLULAR
 PHONE TOWER
 POTENTIAL SITES**



TOWN OF RIVERHEAD

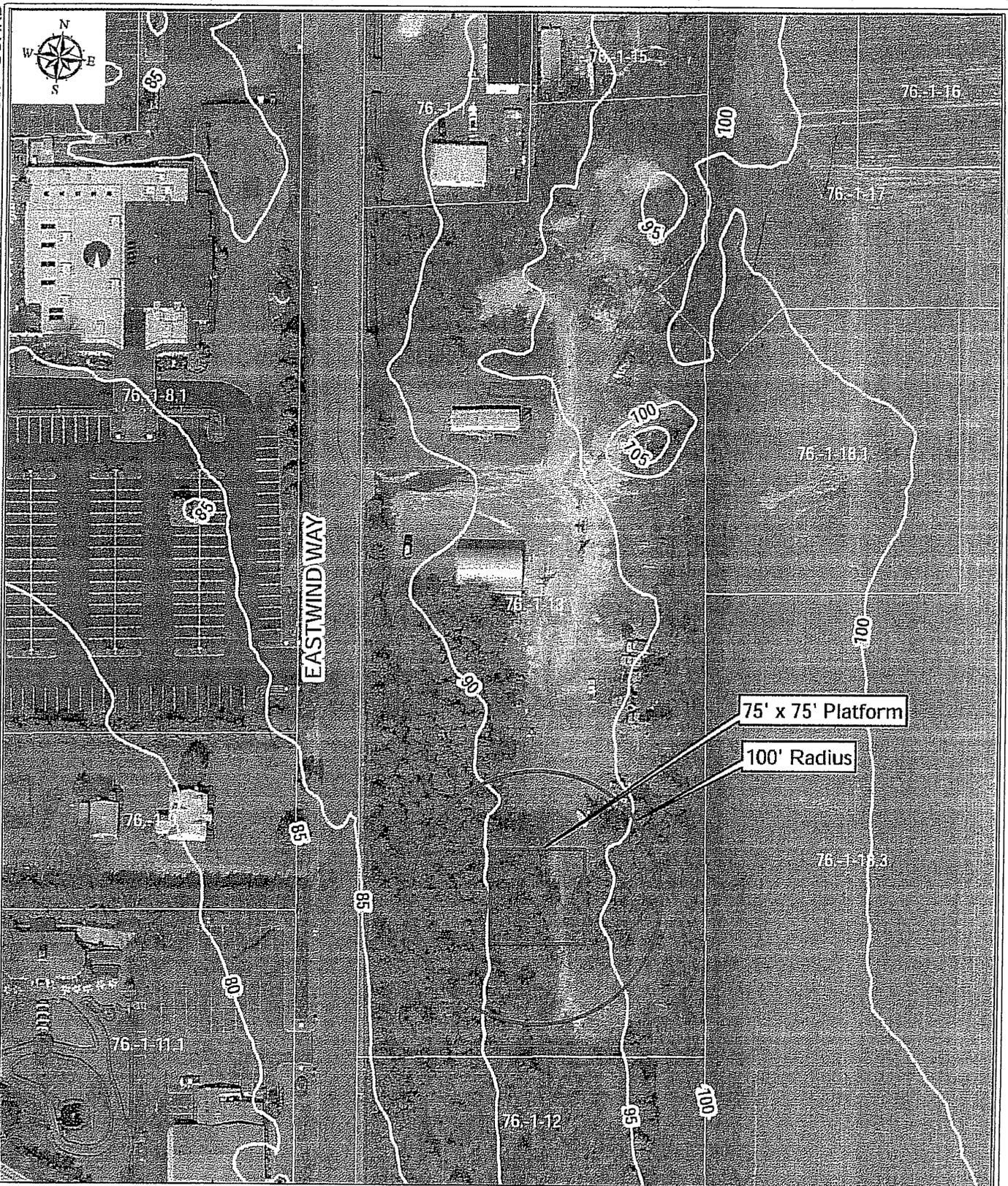
200 Howell Ave.
 Riverhead, New York 11901

OSBORN AVE HIGHWAY BARN



DATE: 5/20/2010

TOWNSHIP BOARD

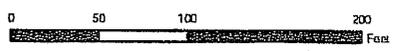


cell tower info\Town Towers\Wading River Highway.mxd

MapAdmin

Property Lines Courtesy:
 Suffolk County Real Property Tax Service
 COPYRIGHT (c) 2010 COUNTY OF SUFFOLK, N.Y.

DATE: 5/20/2010



map of
**RIVERHEAD TOWN CELLULAR
 PHONE TOWER
 POTENTIAL SITES**

WADING RIVER HIGHWAY BARN



TOWN OF RIVERHEAD
 200 Howell Ave.
 Riverhead, New York 11901

Town of Riverhead

Suffolk County, New York

TOWN OF RIVERHEAD



Request for Proposals

For

**Placement of Cellular Towers on Property
Owned by the Town Riverhead. The Town seeks proposals
for Cellular Towers at the following Town locations:
Sewer District, Yard Waste Facility, Osborne Avenue
Highway Yard, and Wading River Highway Yard**

Sealed Proposals Must be Received
In the Office of the Town Clerk
200 Howell Avenue
Riverhead, New York 11901
On or Before 11:00 A.M. on June 23, 2010

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I. NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on **June 23, 2010 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **placement of cellular towers on property owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard. Maps showing each location are annexed hereto as Exhibits "A-D".**

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **June 10, 2010**.

Each proposal must be submitted in a sealed envelope clearly marked **"CELLULAR TOWER ON TOWN PROPERTY"** Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on June 23, 2010**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

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

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead invites proposals for the placement of cellular towers on property owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard (See Exhibits "A-D"). Proposals must be submitted per the instructions in the Notice to Bidders.

2. Form, Preparation, and Presentation of Proposal

Bidders should return the *entire bid package*, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "CELLULAR TOWER ON TOWN PROPERTY"

Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Rejection of Proposals

- A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal or part thereof which it deems most favorable to the Town after all

proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

4. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding the placement and operation of the Cellular Towers on Property owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard (the "Project"). The proposal must include all three sites. The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for managing the Project in the best interests of the Town.

5. Insurance Required By The Town of Riverhead

- A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- C. Comprehensive General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000.00) Dollars per occurrence; Three Million (\$3,000,000.00) Dollars general aggregate with on-premises medical payments coverage of Ten Thousand (\$10,000.00) Dollars per person. Said policy shall include coverage for a) premises liability, b) completed operations, c) independent contracts and d) broad form property damage.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

6. Town's Reservation of Rights

The Town reserves all rights with respect to this RFP, including but not limited to the following:

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the

construction management services specified herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract/Lease and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead, hereinafter referred to as the "Town," is requesting proposals from all qualified parties interested in placing and operating cellular towers on property owned by the Town of Riverhead, located or described as Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard. Note, the proposal must include all four sites.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 262 or fax at 631- 208-4034, and **must be received by no later than 11:00 am on June 23, 2010.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

- A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all lease payments, monthly revenues or charges relating to use of utilities etc. resulting from the contract.
- B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project. The Contractor shall bear all expenses for licenses, permits and/or authorizations for Contractor's use of the premises, from all applicable federal, state or local authority, including zoning and land use authorities, the Federal Communications Commission ("FCC") and such any and other

approvals required by local, county, state or federal agencies. The Town will grant Contractor the right of access to the subject property to perform surveys, soil tests and other engineering procedures or environmental investigations on the property necessary to determine that the Contractor's use of the property will be compatible with Contractor's engineering specifications, system design, operations and government approval. Contractor shall have the right to enter the Town's property to conduct tests and studies, at Contractor's expense, to determine the suitability of the Leased Space for Contractor's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

- C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.
- D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, lease and revenues will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, type of structure i.e. monopole/flagpole, height of structure, locating/placing/size requirements and screening of and security of equipment, site demands and design, minimize impact on surrounding area, provide safe interference-free environment, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.
- E. The Town reserves the right to:
- Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any Offerors;
 - Amend or cancel this process at any time;
 - Interview Offerors prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;

- Award more than one contract if it is in the best interest of the Town; and/or
 - Issue similar RFPs in the future.
- F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.
- G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in 32.3 Operations, Subsection "J" below: Workers' compensation, Disability, Professional Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.
- H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3. Background and Description of Services Required

A. Background

The Town of Riverhead has been approached by several cellular companies proposing the placement of cellular towers on property owned by the Town of Riverhead. The Town recognizes the growing need for increased cellular coverage in several areas in order to better serve the residents of the Town of Riverhead and has selected three locations as and for proposed cellular tower sites-see Maps attached as Exhibits "A-D".

In addition to increased cellular coverage, there are other benefits to the placement of these cellular towers within the Town of Riverhead. The citizens of the Town will benefit from enhanced emergency service as most police and emergency services transmit via wireless communications and the placement of whip antennas or other such antennas for uses described herein or such other municipal use. Cellular towers can fundamentally improve public safety and increase business production.

Each proposal shall audit the site and report as to the demand for cellular service at each location.

B. Scope of Services to be Provided by the Contractor

1. Placement of Cellular Tower

Contractor shall lease property from the Town of Riverhead for the construction, maintenance and operation of a cellular tower in connection with its cellular mobile telephone business. Each Contractor shall provide a monthly rent and annual increases, and projected ability to sublease. limited access on lands improved for public park for maintenance of the structures and improvement which are subject of this license agreement.

The Contractor has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures, subject to all Town Code requirements. Contractor will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Contractor's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing and all antennae, including any municipal/quasi-municipal whip antennae that may be installed by Contractor for the benefit of Town, and any other Structures will remain the property of the Contractor. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals.

Upon termination of this Contract/Lease, Contractor shall, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Contractor had no control.

Contractor will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Contractor throughout the term of the Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Leased Space and all activities conducted thereon.

Contractor will pay any personal property taxes assessed on or any portion of the taxes attributable to the Structures. Contractor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. In addition, Contractor will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Contractor's use of the Leased Space, and Town agrees to furnish proof of the increase to Lessee.

Contractor shall use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Contractor is made responsible by this Lease, Town will maintain the premises surrounding the Leased Space in good condition and state of repair.

Insurance & Bond

- a. Contractor, at all times during the term(s) of this Contract/Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than two million dollars (\$2,000,000.00). Contractor's liability certificate shall name Town as an additional insured. On or before the commencement date, Contractor will give Town a certificate of insurance evidencing that such insurance is in effect. Contractor shall deliver to Town a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Town's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Town of any cancellation of such policy.
- b. The Contractor shall provide Workers' compensation and disability insurance as may be required by law for any person working at the project sites or performing services for the Contractor required to be performed under the Contract with the Town. Certificates of such insurance shall be filed annually with the Town Clerk.
- c. The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:
 - i) Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
 - ii) Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

- iii) Comprehensive General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000.00) Dollars per occurrence; Three Million (\$3,000,000.00) Dollars general aggregate with on-premises medical payments coverage of Ten Thousand (\$10,000.00) Dollars per person. Said policy shall include coverage for a) premises liability, b) completed operations, c) independent contracts and d) broad form property damage.

The Town will be named as an additional insured on the Liability policy.

A contract will not be signed by the Town's Supervisor until all required insurances are received.

- d. As an assurance that it will faithfully and fully perform each and every obligation, duty, and responsibility provided for herein and in the eventual contract, the Contractor, prior to the effective date of the contract, shall deposit with the Town Clerk the sum of \$50,000. In the event of any default by the Contractor in any of the terms and conditions of the contract, the Town shall give written notice thereof to the Contractor, whereupon the Contractor shall have ten (10) days from the receipt of such notice to cure the default. If the Contractor shall fail to cure said default, the Town may cure such default by which means it deems advisable and pay the cost and expense thereof from said sum deposited with the Town Clerk. In the event that the Contractor denies such default, such dispute shall be resolved by mediation. In the event that the mediation is unsuccessful, such dispute shall be resolved by arbitration through the American Arbitration Association or such other organization as is agreeable to the parties upon the application of either party. In the event the Contractor faithfully and fully performs each and every obligation on its part to be performed then at the expiration of the Contract according to its terms, said deposit shall be paid over to the Contractor.

(C) Miscellaneous

- a. The Contractor hereby represents that it is legally qualified to perform all the duties on its part to be performed under the terms and conditions of the contract, specifically Contractor is duly licensed by the Federal Communications Commission and proposed towers for each location meet the FCC emission standards.
- b. The Contractor shall keep on file with the Town Clerk and deliver upon the execution of the Contract, copies of the license issued by the FCC to Contractor and Certificate of Incorporation and current Bylaws.

- c. Term of the agreement will be for a minimum of three (3) years and a maximum of five (5) years, with a provision permitting the renewal of the original term of the lease for up to three successive terms. Either party may terminate the contract for any reason by giving six months written notice to the other.
- d. The Town reserves the right to make inspections of the leased site to assure compliance with the scope of work outlined above and ensure that construction, site modifications, radio frequency exposure level verification and site audits are in compliance with the contract/lease.
- e. Nothing shall be found to construe the parties of the contract as partners or authorize either party to contract any debt liability or obligation for or against or on behalf of the other party of the contract. Neither the Town, nor the Contractor, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and the contract shall not be deemed or construed as a contract of agency. The Contractor shall be deemed throughout the term hereof as an independent contractor and as such be liable for its own acts.
 - f. The Contractor shall protect, save, and keep the Town harmless and indemnify the Town from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the Contractor of the terms and conditions of the contract. Contractor shall defend and indemnify Town from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with this contract/lease. Town will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms or other Acts of God and except for willful misconduct, neither Town nor Contractor will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.
- g. In the event that either party defaults in fulfilling any of the terms or conditions of the contract, the other party may give one (1) year written notice of its intention to terminate the contract and, thereupon at the expiration of such one (1) year, if the condition or conditions which form

the basis of the notice continue to exist, the contract shall terminate completely as if that day were the day definitely fixed for the expiration of the contract. In the event the defaulting party denies such default, such dispute shall be resolved by arbitration through the American Arbitration Association or such other organization as is agreeable to the parties. In the event of such termination, the Contractor shall forthwith surrender the property occupied by it and deliver to the Town any and all Town property in its possession whereupon the Contractor shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

- h. The Contractor shall not assign the contract or subcontract or otherwise engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town, except the Contractor may sublet all or part of the Leased Space for the purpose of siting wireless providers. Contractor must obtain the approval of Town to assign or transfer this Lease in whole or in part.

4. Proposal Content and Format Requirements

A. Cover Sheet

1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.
2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.

B. Description of Services, Background and Staff

1. Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

2. Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.

3. Financial Stability

Provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

C. Proposed Lease Information

1. Indicate the desired term of the proposed lease agreement and any options to renew you may wish to have included in the agreement.
2. Indicate the amount of rent and amount of revenue sharing you would be willing to pay to the Town for lease of the premises.

5. Selection Procedures

The Town will only consider proposals from qualified telecommunications aka wireless communications carriers.

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the

Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

6. Inquiries

Direct all inquiries regarding the proposal process or proposal submissions to:

Town Clerk

Town of Riverhead

200 Howell Avenue

Riverhead, New York 11901

631-727-3200

IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

V. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

- 1. Name of Offeror/Organization: _____
- 2. Main Office Address: _____
- 3. When Organized: _____
- 4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS**

HOME ADDRESS OF PARTNERS

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No _____

2. Have you ever defaulted on a contract? Yes/No ____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No _____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),
(an officer or agent of the corporate applicant) namely its _____, (list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #418

AWARDS BID FOR FOOD ITEMS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, bids were received and opened at 11:15 am on April 22, 2010, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for FOOD ITEMS for the Town of Riverhead be and hereby is, awarded to SAVORY FOODS CORP., MIVILA FOODS AND DICARLO DISTRIBUTORS, INC. for prices on the attached pages.

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

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

DICARLO FOOD PRODUCTS 2010 FOOD BID

ITEM	DESCRIPTION	UNIT	DICARLO		
1	APPLE JUICE 6 OZ.	48CT			
2	APPLES, FRESH(MAC)	100 CT			
3	APPLES, SLICED, CANNED	6/10			
4	APRICOT HALVES	6/10			
5	ASST. HORS DOUVRES	100 PK			
6	BBQ SAUCE,	4/1 gal.			
7	BACON, FRESH, SLICED 25 LB.	CASE			
8	BANANAS, FRESH	CASE			
9	BAY LEAF	12 oz.			
10	BASIL	26 OZ.			
11	BEANS, FRENCH CUT, FROZEN	12/2#			
12	BEANS, GARBANZO	6/10			
13	BEANS, ITALIAN, FROZEN (2-1/2 LB. PK)	12/CS			
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	12/CS			
15	BEANS, STRING, REG. CUT, FROZ. 2.5	12PK/CS			
16	BEANS, WAXED, FROZEN	12/3#			
17	BEANS, WAXED	10# CAN			
18	BEEF, BOTTOM ROUND	pound			
19	BEEF, TOP ROUND	POUND			
20	BEEF, FRESH, CHOPPED 10# PKGS.	PER #			
21	BEETS, SLICED	6/10			
22	BISCUITS, OVEN READY	175 CT			
23	BOW TIE NOODLES	10 LB.			
24	BREAD CRUMBS, ITALIAN	6/5 LB.			
25	BREADSTICKS, FRENCH	180/1.5 OZ			
26	BROCCOLI SPEARS, FROZEN (3 LB. PK)	12/CS			
27	BROCCOLI, CHOPPED, FROZEN 2.5 LB	12/CS			
28	BROCCOLI FLORETS	12/3#			
29	BRUSSELS SPROUTS, FROZEN 2.5 LB	12/CS			
30	BUTTER PATTIES (IND) 47 CT/17#	47CT/17 LB			
31	CABBAGE (24 CT)	50 LB/CS	N/B		

DICARLO FOOD PRODUCTS 2010 FOOD BID

ITEM	DESCRIPTION	UNIT	DICARLO		
32	CABBAGE, RED	6/10			
33	CABBAGE, SHREDDED (COLE SLAW M	4/5#			
34	CAKE, BROWNIE, SHEET, FROZEN	4/80 OZ.			
35	CAKE, CARROT, SHEET, FROZEN	4/96 oz	66.17		
36	CAKE, CHEESE	4/16 SLICE	57.95		
37	CAKE, CRUMB, SHEET, FROZEN	1 SHEET			
38	CAKE, POUND (4 LB. EACH)	1-4#			
39	CAKE, POUND INDIVIDUAL	24 CT.,.			
40	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET			
41	CANTALOUPE	each			
42	CARROT RAISIN SALAD-SPECIAL ORD	1/5#			
43	CARROTS, BELGIAN	40339			
44	CARROTS, DICED, FROZEN (2.5 LB. PH	12/CS			
45	CARROTS, FRESH	6/1#			
46	CAULIFLOWER, FROZEN, (2 LB. PKGS)	12/CS			
47	CELERY, FRESH	6 CT			
48	CEREAL; CORN FLAKES (IND.)(Hospita	96 CT			
49	CEREAL, CREAM OF WHEAT	12/28 OZ.			
50	CEREAL, OATMEAL	12/48 OZ			
51	CEREAL, RAISIN BRAN (IND) KELLOGG	96 CT			
52	CEREAL, SPECIAL K	96 CTN.			
53	CEREAL, TOASTED OATS (IND.)	96 CT			
54	CHEESE, AMERICAN LOAF (5 LB.)	5 LB.			
55	CHEESE CAKE (16 slices per cake)	4/CS			
56	CHEESE, CHEDDAR, SHREDDED	5# TUB			
57	CHEESE, COTTAGE	5# TUB			
58	CHEESE, MOZZARELLA. SHREDDED	5# TUB			
59	CHEESE, PARMESAN, IMPORTED	5# TUB			
60	CHEESE, PARMESAN, PC	200 CT			
61	CHEESE, SWISS (4" x 4")	8# APPROX.			
62	CHERRIES	1 GAL.			
63	CHERRY PIE FILLING	6#10	62.34		
64	CHEFMATE, SWEET & SOUR	6/64 OZ	N/B		

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
65	CHICKEN CUTLET #0944		31.33		
66	CHICKEN, DICED	10#			
67	CHICKEN, GRILLED	CS	34.93		
68	CHICKEN, HEALTHY CHOICE	6 PK			
69	CHICKEN NUGGETS 10 # PKGS.	PKG.			
70	CHICKEN TENDERS,brandywine	10#			
71	CHICKEN, WHOLE, FRESH CUT 1/4'S,	LB.	1.42		
72	CHILI 12/CS.	50 OZ.			
73	CHOPPED SPINACH	12/3#			
74	CINNAMON	15 OZ.			
75	COD, POTATO CRUST	10 #			
76	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.			
77	COFFEE, REGULAR	12/14 OZ.			
78	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE	48.06		
79	COLLARD GREENS, FROZEN (3 LB. PK	12/CS			
80	COOKIES, CHOCOLATE CHIP	10#			
81	COOKIES, OATMEAL	10#			
82	COOKIES, SUGAR 10# BULK	10#			
83	COOKIES, SUGAR FREE VARIETY	5#	20.00		
84	COOKIE, OREO, 4-PACK	120 CT.	34.10		
85	CORN, COBETTES 96 PK.	96 PK.	11.25		
86	CORN, WHOLE KERNEL	6/10	19.60		
87	CORN STARCH	24 LB.	16.52		
88	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.			
89	CRACKERS, OYSTERETTE TYPE	150 PK	12.18		
90	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.			
91	CRANBERRY SAUCE, OCEAN SPRAY	6/10			
92	CREAM CHEESE	5#			
93	CUCUMBERS	5 LB.			
94	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.			
95	DRESSING, COLESLAW (GAL. JARS)	4/CS	34.02		
96	DRESSING, ITALIAN (4 GAL. JARS)	CASE			
97	EGGPLANT ROLETTE	10.5# CASE			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
98	EGG PRODUCT, FROZEN (5 LB. CONT	6/5#	29.43		
99	EGGS, LARGE	15 DZ./CS	N/B		
100	FILLING, BLUEBERRY	6/10			
101	FISH, BREWER CHOICE	4 OZ. SERVING	56.70		
102	FISH CAKES 9/4.5 LB. 324 CT.	324 CT.	15.52		
103	FISH IN A MINUTE-53/3 OZ.	10 LB	N/B		
104	FISH, OCEAN PERCH BATTERED	10#	N/B		
105	FISH SOLE SCALLOP & CRAB STUFFE	32/5 OZ.			
106	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS			
107	FLOUR	25 LB. BAG			
108	FRENCH BREAD STICKS	180/1.5 OZ.	N/B		
109	FRENCH FRIES, OVEN READY	6-5# BAGS	12.41		
110	FRENCH TOAST AUNT JEMIMA	144/CS			
111	FROZEN SPINACH	12/3#			
112	FRUIT COCKTAIL	6/10			
113	FRUIT SALAD MEDLEY	2-2 GAL TUB	N/B		
114	GARDEN SALAD MIX	4/5#	N/B		
115	FRUIT SALAD, TROPICAL	6/10			
116	GARLIC POWDER	18 OZ.			
117	GRAHAM CRACKERS	200/2 PK			
118	GRAHAM CRACKER CRUMBS	10 LB. BAG			
119	GRAVY MASTER	12/QT/CS			
120	GRAVY, BEEF, CAMPBELL'S (51 OZ. C	12/CS			
121	GRAVY, CHICKEN , CAMPBELL'S (51 O	12/CS			
122	GRAVY, TURKEY	12 #5 CANS			
123	HAM, BAKED, USGS DELI HAM	13 lb.			
124	HAM, FRESH, SKINNED & BONELESS,	LB.			
125	HAM, VIRGINIA	10#			
126	HASH, CORNED BEEF	6/10	53.06		
127	HOT DOGS, ALL BEEF,SABRETT	10# pkg.			
128	JELL-O, CITRUS	12/CS			
129	JELL-O, RED 24 OZ.	12/CS			
130	JELLY, MINT	1/4#			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT			
131	JUICE, CRANBERRY 12/46	CS			
132	JUICE, CRANBERRY SUGAR FREE	3 GAL.			
133	JUICE, GRAPE, SUGAR FREE	3 GAL.			
134	JUICE, ORANGE (46 OZ)	46 OZ.			
135	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.			
136	JUICE, PINEAPPLE 46 OZ.	12/CS			
137	KALE, FROZEN	12/3#			
138	KETCHUP, IND. HEINZ OR EQUAL	1000/CS	24.72		
139	KETCHUP, HEINZ (OR EQUAL)	6/10			
140	KIDNEY BEANS (6 LB. CANS)	6/CS			
141	KRABBY CAKES-	CS			
142	LAMB, LEG, BONELESS, FRESH,AMER	PER #	5.80#		
143	LASAGNA ROLL UPS 53/3OZ.	64/cs	N/B		
144	LEMONS, FRESH	140 ct	N/B		
145	LETTUCE, ICEBERG	24/cs	N/B		
146	LORNE DOONES	120 pc	30.02		
147	MACARONI SALAD	3/10#	N/B		
148	MANICOTTI, CELENTANO	60/2.7 OZ.			
149	MARGARINE, BLOCK	6 lb/30 pk	N/B		
150	MAYONNAISE, (IND.) hellmans or equal	200CT/CS	18.75	500 ct.	
151	MAYONNAISE, HELLMANN'S	4/1 gal.			
152	MEATBALLS, OROFINO 10#	10#	21.48	2 oz.	
153	MELONS, HONEYDEW	6 COUNT			
154	MILK, EVAPORATED	CS/48 TALL			
155	MRS. DASH	12/2.5 OZ./CS			
156	MUFFINS, APPLE CINNAMON	12/CS.	10.23		
157	MUFFINS, BANANA	12/CS.	10.23		
158	MUFFINS, BLUEBERRY	12/CS.	10.23		
159	MUFFINS, CHOCOLATE CHIP	12/CS.	10.23		
160	MUSHROOMS, CANNED	6/10	29.55		
161	MUSTARD, GULDEN'S	CASE/4 GAL	25.39		
162	MUSTARD, GULDEN'S (IND.)	500 CS			
163	NUTMEG	16 OZ.			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
164	OATMEAL RAISIN COOKIES-100/2ct.	100 PC.	17.23		
165	OLIVES, GREEN (125 CT)	1 GAL.			
166	OMLETTES, PLAIN	84/3 OZ	24.42	48/3 oz	
167	ONION POWDER	17 OZ.			
168	ONIONS,PEARL,FROZEN,12/2#	CS			
169	ONIONS, RED	50#	N/B		
170	ONIONS, SPANISH, FRESH	10# BAG	N/B		
171	ORANGES, FRESH	100/CS	N/B		
172	ORANGES, MANDARIN	6/10			
173	OREGANO	1.25 OZ.			
174	PAM SPRAY 6/16.5 OZ.	16 OZ.	16.36		
175	PANCAKE, DOWNYFLAKE, OR EQUAL	144/CS			
176	PAPRIKA	16 OZ.	42.32		
177	PARSLEY, FLAKES	11 OZ.			
178	PARSLEY, FRESH	6 CT.	N/B		
179	PASTA, EGG NOODLES	10# BOX			
180	PASTA, ELBOW MACARONI	20# box			
181	PASTA, ROTINI	20 LB. BOX			
182	PASTA, SHELLS, MEDIUM	20# BOX			
183	PASTA, SPAGHETTI	20 LB. BOX	12.67	2/10#	
184	PASTA, TRI-COLOR MACARONI	10# BOX	12.67	2/10#	
185	PASTA, ZITI	20 LB. BOX	12.67	2/10#	
186	PASTRY DOUGH SQUARES 5X5	120/2 OZ./CS.			
187	PEACHES, SLICED,NATURAL,NO SUG	10 LB. BOX	16.70		
188	PEANUT BUTTER (5 LB.)	6/CS.			
189	PEAR HALVES,NATURAL, NO SUGAR	6/10			
190	PEAS & CARROTS, FROZEN	12/2.5			
191	PEAS, FROZEN	CS			
192	PEARS, DICED,NATURAL, NO SUGAR	6/10			
193	PEPPER STRIPS	6/10			
194	PEPPER, BLACK	16 OZ.	44.69		
195	PEPPER STEAK, THIN SLICED	10# BOX			
196	PEPPERS, FRESH GREEN	25#	N/B		

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
197	PICKLE SPEARS 5 GAL.	5 GAL	19.32		
198	PICKLE, DILL CHIPS B & G (1 GAL. JAR	4/CS	17.59		
199	PIE. COCONUT CUSTARD	6/10"	26.02		
200	PIE FILLING, CHERRY	6/10"	62.34		
201	PIE. PEACH	6/10"	33.14		
202	PIE SHELLS, FROZEN 10"	6/10"	23.36		
203	PIE, PUMPKIN	6/10"	26.85	6/46oz	
204	PIE, SWEET POTATO	6/10"	N/B		
205	PIES, MRS. SMITH, APPLE 10"	6/10"	24.78		
206	PINEAPPLE CHUNKS	6/10			
207	PINEAPPLE SLICED	6/10			
208	POPCORN, VENDING	72 CT,	N/B		
209	PORK CHOPS, FRESH, CENTER CUT 1	10# BOX	N/B		
210	PORK PATTIES,RIB-B-QUE, COOKED	64/3.75 OZ.	29.49	53/3oz	
211	PORK & BEANS	6/10			
212	POTATO CHIPS	104 CT.			
213	POTATO CRUST COD	10#	N/B		
214	POTATOES, DICED	6/10	21.59		
215	POTATOES, FRESH, IDAHO	50#	N/B		
216	POTATOES, FRESH PEELED	30#	N/B		
217	POTATOES, HASH BROWN PATTY	240 CT.			
218	POTATOES, INSTANT	6/10			
219	POTATOES, REDS	50#	N/B		
220	POTATO SALAD	10#	N/B		
221	POTATO SKINS 4/4#	16#	N/B		
222	POTATOES,FRESH PEELED	30#	N/B		
223	POTATOES, SLICED	6/10	22.78	36/2oz	
224	POTATOES, SWEET, YAMS	6/10	25.00		
225	POTATOES, WHOLE	6/10			
226	PRETZEL, VENDING	88 CT,			
227	PUDDING, BANANA	6/10			
228	PUDDING, BUTTERSCOTCH	6/10			
229	PUDDING, CHOCOLATE	6/10			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT			
230	PUDDING, LEMON	6/10			
231	PUDDING, RICE	6/10			
232	PUDDING, TAPIOCA	6/10			
233	PUDDING, VANILLA	6/10			
234	PUNCH, 12/46 OZ.	CS			
235	RAISINS	30#	22.50	1/10#	
236	RAVIOLI, CANNED W/TOMATO SAUCE	6/10			
237	RELISH	25.98			
238	RELISH (INDIVIDUAL)	200 CT			
239	RICE, MEXICAN FIESTA	6/25.9 oz.	N/B		
240	RICE, GARDEN BLEND	6/36 oz.	47.97		
241	RICE PILAF	6/36 OZ.			
242	RICE, SPANISH	6/36 oz.	N/B		
243	RICE, UNCLE BEN'S (OR EQUAL)	25#			
244	RICE, WILD, LONG GRAIN	6/36 OZ.			
245	RINSE EPIC CHEMICAL	5 GAL	N/B		
246	ROLLS, HOT DOG (12 PKGS.)	144 CT.	13.27		
247	ROLLS, DINNER	120 CT.	15.57		
248	ROLLS, HAMBURGER 120 COUNT	120 CT.	15.03		
249	SALISBURY STEAK, NO GRAVY, 4 OZ.	40/4 OZ./CS/			
250	SALT	24/26 OZ.			
251	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10	22.02		
252	SAUCE, CHEESE, CAMPBELL'S	6/10			
253	SAUCE, SPAGHETTI	6/10			
254	SAUCE, TOMATO	6/10			
255	SAUCE, WORCESTERSHIRE(1 GAL.)	4/CS.			
256	SAUERKRAUT	40339			
257	SAUSAGE LINKS, COOKED	200/8 OZ.			
258	SAUSAGE PATTIES	CASE			
259	SAUSAGE, ITALIAN 10# PKGS.	PKG.			
260	SAUSAGE, POLISH, 10# PKGS.	PKGS.			
261	SEA LEG SUPREME	2.5# BX.			
262	SHELLS, STUFFED, MEDIUM	92/1.75			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
263	SHREDDED CABBAGE (COLESLAW MI	20#	N/B		
264	SHORT RIBS COOKED	6.3 34#			
265	SHRIMP, BUTTERFLY,BREADED 16/20	4/3#			
266	SIRLOIN PATTIES, 4 OZ. FRESH	10# BOX	N/B		
267	SOUP BASE,CREAMED	6/2#	36.48	6/28oz	
268	SOUP, BEEF BARLEY, CAMPBELL'S-LC	12/CS	N/B		
269	SOUP, MANHATTAN CLAM, CAMPBELL	12/#5			
270	SOUP, CREAM/CELERY, CAMPBELL'S-	12/CS	N/B		
271	SOUP, CREAM/MUSHROOM, CAMPBE	12/CS			
272	SOUP, SPLIT PEA, CAMPBELL'S-LG 51	12/CS	N/B		
273	SOUR CREAM	5# CONT.	N/B		
274	SOY SAUCE (1 GAL. JAR)	1 GAL.			
275	SPANISH RICE, UNCLE BEN'S	6/36 OZ.	N/B		
276	SQUASH, GREEN, FROZEN	12/PKG.	N/B		
277	SQUASH, YELLOW, SLICED, FROZEN (12/CS			
278	STEW BEEF, FROZEN 5# PKGS.	10# BULK			
279	STRINGBEANS REG. CUT	6/10			
280	STRAWBERRY SORBET-S.F.		N/B		
281	STRAWBERRIES, SLICED, FROZEN (6.	6/CS	30.08	6/6.5#	
282	STUFFING, UNCLE BEN'S (1 LB. BAGS	6/CS			
283	SUGAR, 5 LB. PKG.	8/5#	28.51		
284	SUGAR, BROWN 1 LB. PKG.	24/1#	22.10		
285	SUGAR, IND.	2000 ct.			
286	SUN CUP PUNCH	70/4 OZ.	N/B		
287	SUNCUP CRANBERRY	72/4 oz.			
288	SUN CUP APPLE	72/4 OZ.			
289	SUN CUP PINE/ORANGE	72/4OZ.			
290	SUPER CHICKEN	12#	N/B		
291	SWEET & LOW (2 PKG./3000))	2000 ct.			
292	SYRUP, PANCAKE (1 GAL)	4/1 gal.			
293	TART SHELLS, BURRY 3"	72 pk			
294	TARTAR SAUCE, PC 160 PACK	200 CT.			
295	TEA, LIPTON	10/100			

DICARLO FOOD PRODUCTS 2010 FOOD BID

	DESCRIPTION	UNIT	DICARLO		
296	TERIYAKI GLAZE	6/5#			
297	TEXAS TOAST	120 /CS.	20.65	1-/36oz	
298	THYME	33 oz.			
299	TOMATO PASTE	6/10			
300	TOMATO PUREE	6/10	15.91		
301	TOMATOES, BEEFSTEAK	25#	N/B		
302	TOMATOES, CHERRY	12/pt.	N/B		
303	TOMATOES, WHOLE	6/10			
304	TURKEY BREAST(PERDUE 3 STAR OR	lb.	2.61#	2/9#	
305	TURNIP GREENS, FROZEN, CHOPPED	12/2#	N/B		
306	TURNIPS, FROZEN ,DICED	12/2#	N/B		
307	VANILLA FLAVORING (IMITATION)	1 GAL.			
308	VEAL PATTIES	CASE	15.28	40/4oz	
309	VEGETABLE OIL (GAL. JARS)	6/CS.	30.11		
310	VEGETABLES, MIXED	40339			
311	VEGETABLE, ITALIAN BLEND, FROZEN	12/CS			
312	VEGETABLE, NORMANDY BLEND,FRO	12/CS	N/B		
313	VEGETABLE, SCANDINAVIAN BLEND,F	12/CS			
314	VIRGINIA HAM (PER POUND)	10# BOX	N/B		
315	VINEGAR, WHITE, 1 GAL.	4/1 GAL.			
316	WAFFLE, EGGO	144 CT.			
317	WATER, SPARKLING	12/33 OZ.	13.07	12/33.8oz	
318	WATERMELON, WHOLE X LARGE		N/B		
319	WHIPPED CREAM,EVERFRESH (15 OZ	12/CS	N/B		
320	WHIPPED TOPPING, EVERY READY	12 QT./CS	42.97		
321	YOGURT, ALL LOW FAT, FLAVORS	12/8 OZ.	N/B		
322	ZUCCHINI & TOMATOES	40339	N/B		
323	ZUCCHINI, SLICED, FROZEN (3 LB. PK	3#	.56#		
323					
324					
324					
325					

SAVORY

ITEM	DESCRIPTION	UNIT	SAVORY		
1	APPLE JUICE 6 OZ.	48CT			
2	APPLES, FRESH(MAC)	100 CT	26.45		
3	APPLES, SLICED, CANNED	6/10			
4	APRICOT HALVES	6/10			
5	ASST. HORS DOUVRES	100 PK			
6	BBQ SAUCE,	4/1 gal.			
7	BACON, FRESH, SLICED 25 LB.	CASE	N/B		
8	BANANAS, FRESH	CASE			
9	BAY LEAF	12 oz.	18.70		
10	BASIL	26 OZ.	15.90		
11	BEANS, FRENCH CUT, FROZEN	12/2#			
12	BEANS, GARBANZO	6/10			
13	BEANS, ITALIAN, FROZEN (2-1/2 LB. PK)	12/CS			
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	12/CS	35.22		
15	BEANS, STRING, REG. CUT, FROZ. 2.5	12PK/CS	15.85		
16	BEANS, WAXED, FROZEN	12/3#	27.45		
17	BEANS, WAXED	10# CAN			
18	BEEF, BOTTOM ROUND	pound	MARKET		
19	BEEF, TOP ROUND	POUND	MARKET		
20	BEEF, FRESH, CHOPPED 10# PKGS.	PER #	MARKET		
21	BEETS, SLICED	6/10			
22	BISCUITS, OVEN READY	175 CT			
23	BOW TIE NOODLES	10 LB.	12.70		
24	BREAD CRUMBS, ITALIAN	6/5 LB.			
25	BREADSTICKS, FRENCH	180/1.5 OZ			
26	BROCCOLI SPEARS, FROZEN (3 LB. PK)	12/CS			
27	BROCCOLI, CHOPPED, FROZEN 2.5 LB	12/CS	18.97		
28	BROCOLLI FLORETS	12/3#			
29	BRUSSELS SPROUTS, FROZEN 2.5 LB	12/CS	19.60		
30	BUTTER PATTIES (IND) 47 CT/17#	47CT/17 LB	MARKET		
31	CABBAGE (24 CT)	50 LB/CS	MARKET		

SAVORY

ITEM	DESCRIPTION	UNIT	SAVORY		
32	CABBAGE, RED	6/10			
33	CABBAGE, SHREDDED (COLE SLAW M	4/5#	19.85		
34	CAKE, BROWNIE, SHEET, FROZEN	4/80 OZ.			
35	CAKE, CARROT, SHEET, FROZEN	4/96 oz			
36	CAKE, CHEESE	4/16 SLICE			
37	CAKE, CRUMB, SHEET, FROZEN	1 SHEET	17.66		
38	CAKE, POUND (4 LB. EACH)	1-4#	12.25		
39	CAKE, POUND INDIVIDUAL	24 CT.,.			
40	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET	17.66		
41	CANTALOUPE	each	N/B		
42	CARROT RAISIN SALAD-SPECIAL ORD	1/5#	N/B		
43	CARROTS, BELGIAN	40339			
44	CARROTS, DICED, FROZEN (2.5 LB. PK	12/CS	12.78		
45	CARROTS, FRESH	6/1#	N/B		
46	CAULIFLOWER, FROZEN, (2 LB. PKGS)	12/CS			
47	CELERY, FRESH	6 CT	N/B		
48	CEREAL, CORN FLAKES (IND.)(Hospita	96 CT	22.45		
49	CEREAL, CREAM OF WHEAT	12/28 OZ.			
50	CEREAL, OATMEAL	12/48 OZ			
51	CEREAL, RAISIN BRAN (IND) KELLOGG	96 CT	22.50		
52	CEREAL, SPECIAL K	96 CTN.			
53	CEREAL, TOASTED OATS (IND.)	96 CT			
54	CHEESE, AMERICAN LOAF (5 LB.)	5 LB.			
55	CHEESE CAKE (16 slices per cake)	4/CS			
56	CHEESE, CHEDDAR, SHREDDED	5# TUB	12.21		
57	CHEESE, COTTAGE	5# TUB	5.71		
58	CHEESE, MOZZARELLA. SHREDDED	5# TUB			
59	CHEESE, PARMESAN, IMPORTED	5# TUB			
60	CHEESE, PARMESAN, PC	200 CT			
61	CHEESE, SWISS (4" x 4")	8# APPROX.	2.85		
62	CHERRIES	1 GAL.			
63	CHERRY PIE FILLING	6#10			
64	CHEFMATE, SWEET & SOUR	6/64 OZ			

SAVORY

	DESCRIPTION	UNIT	SAVORY		
65	CHICKEN CUTLET #0944				
66	CHICKEN, DICED	10#	31.00		
67	CHICKEN, GRILLED	CS			
68	CHICKEN, HEALTHY CHOICE	6 PK	N/B		
69	CHICKEN NUGGETS 10 # PKGS.	PKG.	23.60		
70	CHICKEN TENDERS,brandywine	10#			
71	CHICKEN, WHOLE, FRESH CUT 1/4'S,	LB.	N/B		
72	CHILI 12/CS.	50 OZ.	6.45		
73	CHOPPED SPINACH	12/3#	21.45		
74	CINNAMON	15 OZ.			
75	COD, POTATO CRUST	10 #			
76	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.	44.60		
77	COFFEE, REGULAR	12/14 OZ.	39.98		
78	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE			
79	COLLARD GREENS, FROZEN (3 LB. PK	12/CS			
80	COOKIES, CHOCOLATE CHIP	10#			
81	COOKIES, OATMEAL	10#			
82	COOKIES, SUGAR 10# BULK	10#			
83	COOKIES, SUGAR FREE VARIETY	5#			
84	COOKIE, OREO, 4-PACK	120 CT.			
85	CORN, COBETTES 96 PK.	96 PK.			
86	CORN, WHOLE KERNEL	6/10			
87	CORN STARCH	24 LB.			
88	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.	38.90		
89	CRACKERS, OYSTERETTE TYPE	150 PK			
90	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.			
91	CRANBERRY SAUCE, OCEAN SPRAY (6/10			
92	CREAM CHEESE	5#	7.45		
93	CUCUMBERS	5 LB.	N/B		
94	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.			
95	DRESSING, COLESLAW (GAL. JARS)	4/CS			
96	DRESSING, ITALIAN (4 GAL. JARS)	CASE			
97	EGGPLANT ROLETTE	10.5# CASE			

SAVORY

ITEM	DESCRIPTION	UNIT	SAVORY		
98	EGG PRODUCT, FROZEN (5 LB. CONT.)	6/5#			
99	EGGS, LARGE	15 DZ./CS	N/B		
100	FILLING, BLUEBERRY	6/10	65.00		
101	FISH, BREWER CHOICE	4 OZ. SERVING			
102	FISH CAKES 9/4.5 LB. 324 CT.	324 CT.			
103	FISH IN A MINUTE-53/3 OZ.	10 LB	36.80		
104	FISH, OCEAN PERCH BATTERED	10#	24.85		
105	FISH SOLE SCALLOP & CRAB STUFFED	32/5 OZ.			
106	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS			
107	FLOUR	25 LB. BAG	8.48		
108	FRENCH BREAD STICKS	180/1.5 OZ.			
109	FRENCH FRIES, OVEN READY	6-5# BAGS			
110	FRENCH TOAST AUNT JEMIMA	144/CS			
111	FROZEN SPINACH	12/3#	21.45		
112	FRUIT COCKTAIL	6/10			
113	FRUIT SALAD MEDLEY	2-2 GAL TUB			
114	GARDEN SALAD MIX	4/5#	21.00		
115	FRUIT SALAD, TROPICAL	6/10			
116	GARLIC POWDER	18 OZ.			
117	GRAHAM CRACKERS	200/2 PK			
118	GRAHAM CRACKER CRUMBS	10 LB. BAG			
119	GRAVY MASTER	12/QT/CS	79.95		
120	GRAVY, BEEF, CAMPBELL'S (51 OZ. C/	12/CS			
121	GRAVY, CHICKEN , CAMPBELL'S (51 O	12/CS			
122	GRAVY, TURKEY	12 #5 CANS			
123	HAM, BAKED, USGS DELI HAM	13 lb.			
124	HAM, FRESH, SKINNED & BONELESS,	LB.			
125	HAM, VIRGINIA	10#			
126	HASH, CORNED BEEF	6/10			
127	HOT DOGS, ALL BEEF, SABRETT	10# pkg.			
128	JELL-O, CITRUS	12/CS			
129	JELL-O, RED 24 OZ.	12/CS			
130	JELLY, MINT	1/4#			

SAVORY

ITEM	DESCRIPTION	UNIT	SAVORY		
131	JUICE, CRANBERRY 12/46	CS			
132	JUICE, CRANBERRY SUGAR FREE	3 GAL.			
133	JUICE, GRAPE, SUGAR FREE	3 GAL.			
134	JUICE, ORANGE (46 OZ)	46 OZ.			
135	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.			
136	JUICE, PINEAPPLE 46 OZ.	12/CS			
137	KALE, FROZEN	12/3#	25.87		
138	KETCHUP, IND. HEINZ OR EQUAL	1000/CS			
139	KETCHUP, HEINZ (OR EQUAL)	6/10			
140	KIDNEY BEANS (6 LB. CANS)	6/CS			
141	KRABBY CAKES-	CS			
142	LAMB, LEG, BONELESS, FRESH,AMER	PER #	market		
143	LASAGNA ROLL UPS 53/3OZ.	64/cs	28.45		
144	LEMONS, FRESH	140 ct	market		
145	LETTUCE, ICEBERG	24/cs	market		
146	LORNE DOONES	120 pc			
147	MACARONI SALAD	3/10#	24.57		
148	MANICOTTI, CELENTANO	60/2.7 OZ.	20.60		
149	MARGARINE, BLOCK	6 lb/30 pk			
150	MAYONNAISE, (IND.) hellmans or equal	200CT/CS			
151	MAYONNAISE, HELLMANN'S	4/1 gal.	44.75		
152	MEATBALLS, OROFINO 10#	10#			
153	MELONS, HONEYDEW	6 COUNT	market		
154	MILK, EVAPORATED	CS/48 TALL			
155	MRS. DASH	12/2.5 OZ./CS			
156	MUFFINS, APPLE CINNAMON	12/CS.			
157	MUFFINS, BANANA	12/CS.			
158	MUFFINS, BLUEBERRY	12/CS.			
159	MUFFINS, CHOCOLATE CHIP	12/CS.			
160	MUSHROOMS, CANNED	6/10			
161	MUSTARD, GULDEN'S	CASE/4 GAL			
162	MUSTARD, GULDEN'S (IND.)	500 CS			
163	NUTMEG	16 OZ.			

SAVORY

	DESCRIPTION	UNIT	SAVORY		
164	OATMEAL RAISIN COOKIES-100/2ct.	100 PC.			
165	OLIVES, GREEN (125 CT)	1 GAL.	17.68		
166	OMLETTES, PLAIN	84/3 OZ			
167	ONION POWDER	17 OZ.			
168	ONIONS,PEARL,FROZEN,12/2#	CS	29.80		
169	ONIONS, RED	50#	market		
170	ONIONS, SPANISH, FRESH	10# BAG	market		
171	ORANGES, FRESH	100/CS	market		
172	ORANGES, MANDARIN	6/10			
173	OREGANO	1.25 OZ.			
174	PAM SPRAY 6/16.5 OZ.	16 OZ.			
175	PANCAKE, DOWNYFLAKE, OR EQUAL	144/CS			
176	PAPRIKA	16 OZ.			
177	PARSLEY, FLAKES	11 OZ.			
178	PARSLEY, FRESH	6 CT.	market		
179	PASTA, EGG NOODLES	10# BOX			
180	PASTA, ELBOW MACARONI	20# box			
181	PASTA, ROTINI	20 LB. BOX			
182	PASTA, SHELLS, MEDIUM	20# BOX			
183	PASTA, SPAGHETTI	20 LB. BOX			
184	PASTA, TRI-COLOR MACARONI	10# BOX			
185	PASTA, ZITI	20 LB. BOX			
186	PASTRY DOUGH SQUARES 5X5	120/2 OZ./CS.			
187	PEACHES, SLICED,NATURAL,NO SUG	10 LB. BOX			
188	PEANUT BUTTER (5 LB.)	6/CS.			
189	PEAR HALVES,NATURAL, NO SUGAR	6/10			
190	PEAS & CARROTS, FROZEN	12/2.5			
191	PEAS, FROZEN	CS			
192	PEARS, DICED,NATURAL, NO SUGAR	6/10			
193	PEPPER STRIPS	6/10			
194	PEPPER, BLACK	16 OZ.			
195	PEPPER STEAK, THIN SLICED	10# BOX	31.70		
196	PEPPERS, FRESH GREEN	25#			

SAVORY

	DESCRIPTION	UNIT	SAVORY		
197	PICKLE SPEARS 5 GAL.	5 GAL			
198	PICKLE, DILL CHIPS B & G (1 GAL. JAR	4/CS			
199	PIE. COCONUT CUSTARD	6/10"			
200	PIE FILLING, CHERRY	6/10"			
201	PIE. PEACH	6/10"			
202	PIE SHELLS, FROZEN 10"	6/10"			
203	PIE, PUMPKIN	6/10"			
204	PIE, SWEET POTATO	6/10"			
205	PIES, MRS. SMITH, APPLE 10"	6/10"			
206	PINEAPPLE CHUNKS	6/10			
207	PINEAPPLE SLICED	6/10			
208	POPCORN, VENDING	72 CT,			
209	PORK CHOPS, FRESH, CENTER CUT 1	10# BOX	30.80		
210	PORK PATTIES,RIB-B-QUE, COOKED	64/3.75 OZ.			
211	PORK & BEANS	6/10			
212	POTATO CHIPS	104 CT.			
213	POTATO CRUST COD	10#			
214	POTATOES, DICED	6/10			
215	POTATOES, FRESH, IDAHO	50#	market		
216	POTATOES, FRESH PEELED	30#	market		
217	POTATOES, HASH BROWN PATTY	240 CT.			
218	POTATOES, INSTANT	6/10	37.80		
219	POTATOES, REDS	50#	market		
220	POTATO SALAD	10#	8.30		
221	POTATO SKINS 4/4#	16#	34.55		
222	POTATOES,FRESH PEELED	30#	market		
223	POTATOES, SLICED	6/10			
224	POTATOES, SWEET, YAMS	6/10			
225	POTATOES, WHOLE	6/10			
226	PRETZEL, VENDING	88 CT,			
227	PUDDING, BANANA	6/10			
228	PUDDING, BUTTERSCOTCH	6/10			
229	PUDDING, CHOCOLATE	6/10			

SAVORY

	DESCRIPTION	UNIT			
230	PUDDING, LEMON	6/10			
231	PUDDING, RICE	6/10			
232	PUDDING, TAPIOCA	6/10			
233	PUDDING, VANILLA	6/10			
234	PUNCH, 12/46 OZ.	CS			
235	RAISINS	30#			
236	RAVIOLI, CANNED W/TOMATO SAUCE	6/10			
237	RELISH	25.98			
238	RELISH (INDIVIDUAL)	200 CT			
239	RICE, MEXICAN FIESTA	6/25.9 oz.			
240	RICE, GARDEN BLEND	6/36 oz.			
241	RICE PILAF	6/36 OZ.			
242	RICE, SPANISH	6/36 oz.	39.50		
243	RICE, UNCLE BEN'S (OR EQUAL)	25#	13.45		
244	RICE, WILD, LONG GRAIN	6/36 OZ.	32.60		
245	RINSE EPIC CHEMICAL	5 GAL	69.00		
246	ROLLS, HOT DOG (12 PKGS.)	144 CT.			
247	ROLLS, DINNER	120 CT.			
248	ROLLS, HAMBURGER 120 COUNT	120 CT.			
249	SALISBURY STEAK, NO GRAVY, 4 OZ.	40/4 OZ./CS/			
250	SALT	24/26 OZ.			
251	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10			
252	SAUCE, CHEESE, CAMPBELL'S	6/10			
253	SAUCE, SPAGHETTI	6/10			
254	SAUCE, TOMATO	6/10			
255	SAUCE, WORCESTERSHIRE(1 GAL.)	4/CS.			
256	SAUERKRAUT	40339			
257	SAUSAGE LINKS, COOKED	200/.8 OZ.			
258	SAUSAGE PATTIES	CASE			
259	SAUSAGE, ITALIAN 10# PKGS.	PKG.			
260	SAUSAGE, POLISH, 10# PKGS.	PKGS.			
261	SEA LEG SUPREME	2.5# BX.	4.88		
262	SHELLS, STUFFED, MEDIUM	92/1.75			

SAVORY

ITEM	DESCRIPTION	UNIT	SAVORY		
263	SHREDDED CABBAGE (COLESLAW MI	20#	19.85		
264	SHORT RIBS COOKED	6.3 34#	56.00		
265	SHRIMP, BUTTERFLY,BREADED 16/20	4/3#			
266	SIRLOIN PATTIES, 4 OZ. FRESH	10# BOX	23.50		
267	SOUP BASE,CREAMED	6/2#			
268	SOUP, BEEF BARLEY, CAMPBELL'S-LC	12/CS			
269	SOUP, MANHATTAN CLAM, CAMPBELL	12/#5			
270	SOUP, CREAM/CELERY, CAMPBELL'S-	12/CS			
271	SOUP, CREAM/MUSHROOM, CAMPBE	12/CS			
272	SOUP, SPLIT PEA, CAMPBELL'S-LG 51	12/CS			
273	SOUR CREAM	5# CONT.			
274	SOY SAUCE (1 GAL. JAR)	1 GAL.	3.98		
275	SPANISH RICE, UNCLE BEN'S	6/36 OZ.	42.00		
276	SQUASH, GREEN, FROZEN	12/PKG.	22.68		
277	SQUASH, YELLOW, SLICED, FROZEN (12/CS			
278	STEW BEEF, FROZEN 5# PKGS.	10# BULK			
279	STRINGBEANS REG. CUT	6/10			
280	STRAWBERRY SORBET-S.F.		29.85		
281	STRAWBERRIES, SLICED, FROZEN (6.	6/CS			
282	STUFFING, UNCLE BEN'S (1 LB. BAGS)	6/CS			
283	SUGAR, 5 LB. PKG.	8/5#			
284	SUGAR, BROWN 1 LB. PKG.	24/1#			
285	SUGAR, IND.	2000 ct.			
286	SUN CUP PUNCH	70/4 OZ.	8.75		
287	SUNCUP CRANBERRY	72/4 oz.			
288	SUN CUP APPLE	72/4 OZ.	9.85		
289	SUN CUP PINE/ORANGE	72/4OZ.			
290	SUPER CHICKEN	12#			
291	SWEET & LOW (2 PKG./3000))	2000 ct.			
292	SYRUP, PANCAKE (1 GAL)	4/1 gal.	13.60		
293	TART SHELLS, BURRY 3"	72 pk			
294	TARTAR SAUCE, PC 160 PACK	200 CT.			
295	TEA, LIPTON	10/100			

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA
1	APPLE JUICE 6 OZ.	48CT	16.75
2	APPLES, FRESH(MAC)	100 CT	
3	APPLES, SLICED, CANNED	6/10	25.85
4	APRICOT HALVES	6/10	27.75
5	ASST. HORS DOUVRES	100 PK	25.85
6	BBQ SAUCE,	4/1 gal.	18.95
8	BANANAS, FRESH	CASE	24.90
9	BAY LEAF	12 oz.	
10	BASIL	26 OZ.	
12	BEANS, GARBANZO	6/10	17.95
14	BEANS, LIMA, FROZEN (2.5 OZ/PKG.)	12/CS	
15	BEANS, STRING, REG. CUT, FROZ. 2.5 LB.	12PK/CS	
16	BEANS, WAXED, FROZEN	12/3#	
18	BEEF, BOTTOM ROUND	pound	2.89
19	BEEF, TOP ROUND	POUND	3.19
20			
21	BEETS, SLICED	6/10	21.85
22	BISCUITS, OVEN READY	175 CT	15.95
23	BOW TIE NOODLES	10 LB.	
24	BREAD CRUMBS, ITALIAN	6/5 LB.	17.10
25			
26			
27	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PK	12/CS	
28			
29	BRUSSELS SPROUTS, FROZEN 2.5 LB. PK	12/CS	
30	BUTTER PATTIES (IND) 47 CT/17#	47CT/17 LB	44.03
31			

MIVILA
THE RED AREAS INDICATE ALTERNATES

	DESCRIPTION	UNIT	MIVILA		
32	CABBAGE, RED	6/10	27.25		
33	CABBAGE, SHREDDED (COLE SLAW MIX)	4/5#			
34					
35	CAKE, CARROT, SHEET, FROZEN	4/96 oz			
36	CAKE, CHEESE	4/16 SLICE			
37	CAKE, CRUMB, SHEET, FROZEN	1 SHEET	n/b		
38	CAKE, POUND (4 LB. EACH)	1-4#			
39	CAKE, POUND INDIVIDUAL	24 CT.,	12.10		
40	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET	n/b		
41	CANTALOUPE	each	3.50		
42	CARROT RAISIN SALAD-SPECIAL ORDER	1/5#	9.85		
43					
44	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/CS			
45	CARROTS, FRESH	6/1#	3.78		
46	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/CS	16.80		
47	CELERY, FRESH	6 CT	8.52		
48	CEREAL, CORN FLAKES (IND.)(Hospitality)	96 CT			
49	CEREAL, CREAM OF WHEAT	12/28 OZ.	39.85		
50					
51	CEREAL, RAISIN BRAN (IND) KELLOGG'S B	96 CT	22.75		
52	CEREAL, SPECIAL K	96 CTN.	28.70		
53	CEREAL, TOASTED OATS (IND.)	96 CT	20.90		
54	CHEESE, AMERICAN LOAF (5 LB.)	5 LB.	10.40		
55	CHEESE CAKE (16 slices per cake)	4/CS	59.90		
56	CHEESE, CHEDDAR, SHREDDED	5# TUB			
57	CHEESE, COTTAGE	5# TUB			
58	CHEESE, MOZZARELLA. SHREDDED	5# TUB	11.95		
59	CHEESE, PARMESAN, IMPORTED	5# TUB	18.65		
60	CHEESE, PARMESAN, PC	200 CT	19.85		
61	CHEESE, SWISS (4" x 4")	8# APPROX.			
62	CHERRIES	1 GAL.			
63	CHERRY PIE FILLING	6#10			
64					

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
65	CHICKEN CUTLET #0944				
66	CHICKEN, DICED	10#			
67	CHICKEN, GRILLED	CS			
68	CHICKEN, HEALTHY CHOICE	6 PK	n/b		
69	CHICKEN NUGGETS 10 # PKGS.	PKG.			
70	CHICKEN TENDERS,brandywine	10#	29.75		
71	CHICKEN, WHOLE, FRESH CUT 1/4'S, FRES	LB.			
72	CHILI 12/CS.	50 OZ.			
73	CHOPPED SPINACH	12/3#			
74	CINNAMON	15 OZ.	2.95		
75	COD, POTATO CRUST	10 #			
76	COFFEE, DECAF (1 LB. PKGS.)	12/14 OZ.			
77	COFFEE, REGULAR	12/14 OZ.			
78	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE	48.75		
79	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/CS	27.36		
80	COOKIES, CHOCOLATE CHIP	10#	16.75		
81	COOKIES, OATMEAL	10#	14.85		
82	COOKIES, SUGAR 10# BULK	10#	14.85		
83	COOKIES, SUGAR FREE VARIETY	5#	n/b		
84	COOKIE, OREO, 4-PACK	120 CT.			
85	CORN, COBETTES 96 PK.	96 PK.			
86	CORN, WHOLE KERNEL	6/10			
87	CORN STARCH	24 LB.			
88	CRAB CAKES-MRS. FRIDAYS	53/3 OZ.			
89	CRACKERS, OYSTERETTE TYPE	150 PK			
90					
91					
92	CREAM CHEESE	5#			
93	CUCUMBERS	5 LB.	n/b		
94	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.	14.75		
95	DRESSING, COLESLAW (GAL. JARS)	4/CS			
96	DRESSING, ITALIAN (4 GAL. JARS)	CASE	23.85		
97	EGGPLANT ROLETTE	10.5# CASE	28.95		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
98	EGG PRODUCT, FROZEN (5 LB. CONTAINERS)	6/5#			
99	EGGS, LARGE	15 DZ./CS	20.85		
100	FILLING, BLUEBERRY	6/10			
101	FISH, BREWER CHOICE	4 OZ. SERVING	n/b		
102	FISH CAKES 9/4.5 LB. 324 CT.	324 CT.			
103	FISH IN A MINUTE-53/3 OZ.	10 LB	n/b		
104	FISH, OCEAN PERCH BATTERED	10#			
105	FISH SOLE SCALLOP & CRAB STUFFED	32/5 OZ.	28.90		
106	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS	38.75		
107	FLOUR	25 LB. BAG			
108	FRENCH BREAD STICKS	180/1.5 OZ.	27.95		
109	FRENCH FRIES, OVEN READY	6-5# BAGS			
110					
111	FROZEN SPINACH	12/3#			
112	FRUIT COCKTAIL	6/10	24.95		
113	FRUIT SALAD MEDLEY	2-2 GAL TUB	31.85		
114	GARDEN SALAD MIX	4/5#			
115	FRUIT SALAD, TROPICAL	6/10	26.85		
116					
117	GRAHAM CRACKERS	200/2 PK	19.85		
118	GRAHAM CRACKER CRUMBS	10 LB. BAG	16.99		
119	GRAVY MASTER	12/QT/CS			
120					
121	GRAVY, CHICKEN , CAMPBELL'S (51 OZ. CAN)	12/CS	27.90		
122	GRAVY, TURKEY	12 #5 CANS	29.85		
123					
124	HAM, FRESH, SKINNED & BONELESS, TRIM	LB.	1.89		
125	HAM, VIRGINIA	10#	2.69		
126	HASH, CORNED BEEF	6/10			
127	HOT DOGS, ALL BEEF, SABRETT	10# pkg.	13.45		
128					
129					
130	JELLY; MINT	1/4#	4.85		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
131	JUICE, CRANBERRY 12/46	CS	15.60		
132	JUICE, CRANBERRY SUGAR FREE	3 GAL.	69.00		
133	JUICE, GRAPE, SUGAR FREE	3 GAL.	48.75		
134	JUICE, ORANGE (46 OZ)	46 OZ.	18.60		
135	JUICE, ORANGE -FROZEN (4 OZ)	72/4 OZ.			
136	JUICE, PINEAPPLE 46 OZ.	12/CS			
137	KALE, FROZEN	12/3#			
138	KETCHUP, IND. HEINZ OR EQUAL	1000/CS			
139	KETCHUP, HEINZ (OR EQUAL)	6/10	24.85		
140	KIDNEY BEANS (6 LB. CANS)	6/CS	18.95		
141	KRABBY CAKES-	CS	37.90		
142	LAMB, LEG, BONELESS, FRESH,AMERICAN	PER #			
143	LASAGNA ROLL UPS 53/3OZ.				
144	LEMONS, FRESH	140 ct	37.00		
145	LETTUCE, ICEBERG	24/cs	24.00		
146	LORNE DOONES	120 pc			
147	MACARONI SALAD	3/10#			
148	MANICOTTI, CELENTANO	60/2.7 OZ.			
149					
150	MAYONNAISE, (IND.) hellmans or equal	200CT/CS			
151	MAYONNAISE, HELLMANN'S	4/1 gal.			
152	MEATBALLS, OROFINO 10#	10#			
153					
154					
155	MRS. DASH	12/2.5 OZ./CS	29.90		
156	MUFFINS, APPLE CINNAMON	12/CS.			
157	MUFFINS, BANANA	12/CS.			
158	MUFFINS, BLUEBERRY	12/CS.			
159	MUFFINS, CHOCOLATE CHIP	12/CS.			
160	MUSHROOMS, CANNED	6/10			
161	MUSTARD, GULDEN'S	CASE/4 GAL			
162	MUSTARD, GULDEN'S (IND.)	500 CS	15.50		
163	NUTMEG	16 OZ.	5.85		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
164	OATMEAL RAISIN COOKIES-100/2ct.	100 PC.	n/b		
165	OLIVES, GREEN (125 CT)	1 GAL.			
166	OMLETTES, PLAIN	84/3 OZ			
167	ONION POWDER	17 OZ.	2.89		
168	ONIONS,PEARL,FROZEN,12/2#	CS			
169					
170	ONIONS, SPANISH, FRESH	10# BAG	9.90		
171					
172	ORANGES, MANDARIN	6/10	20.95		
173					
174	PAM SPRAY 6/16.5 OZ.	16 OZ.			
175	PANCAKE, DOWNYFLAKE, OR EQUAL	144/CS	15.95		
176	PAPRIKA	16 OZ.			
177					
178	PARSLEY, FRESH	6 CT.	11.70		
179	PASTA, EGG NOODLES	10# BOX	9.75		
180	PASTA, ELBOW MACARONI	20# box	13.50		
181					
182	PASTA, SHELLS, MEDIUM	20# BOX	13.50		
183	PASTA, SPAGHETTI	20 LB. BOX			
184	PASTA, TRI-COLOR MACARONI	10# BOX			
185	PASTA, ZITI	20 LB. BOX			
186	PASTRY DOUGH SQUARES 5X5	120/2 OZ./CS.	29.25		
187	PEACHES, SLICED,NATURAL,NO SUGAR	10 LB. BOX			
188	PEANUT BUTTER (5 LB.)	6/CS.	35.90		
189	PEAR HALVES,NATURAL, NO SUGAR	6/10	22.95		
190	PEAS & CARROTS, FROZEN	12/2.5	19.50		
191	PEAS, FROZEN	CS	19.50		
192	PEARS, DICED,NATURAL, NO SUGAR	6/10	20.95		
193	PEPPER STRIPS	6/10	25.85		
194	PEPPER, BLACK	16 OZ.			
195	PEPPER STEAK, THIN SLICED	10# BOX			
196	PEPPERS, FRESH GREEN	25#	25.85		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
197	PICKLE SPEARS 5 GAL.	5 GAL			
198	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/CS			
199	PIE. COCONUT CUSTARD	6/10"			
200	PIE FILLING, CHERRY	6/10"			
201	PIE. PEACH	6/10"			
202	PIE SHELLS, FROZEN 10"	6/10"			
203	PIE, PUMPKIN	6/10"			
204	PIE, SWEET POTATO	6/10"	37.95		
205	PIES, MRS. SMITH, APPLE 10"	6/10"			
206	PINEAPPLE CHUNKS	6/10	21.95		
207	PINEAPPLE SLICED	6/10	23.85		
208	POPCORN, VENDING	72 CT,	14.95		
209	PORK CHOPS, FRESH, CENTER CUT 1/2"	10# BOX			
210	PORK PATTIES, RIB-B-QUE, COOKED	64/3.75 OZ.			
211	PORK & BEANS	6/10	19.45		
212					
213					
214	POTATOES, DICED	6/10			
215	POTATOES, FRESH, IDAHO	50#	16.95		
216	POTATOES, FRESH PEELED	30#	n/b		
217					
218	POTATOES, INSTANT	6/10			
219	POTATOES, REDS	50#	22.95		
220	POTATO SALAD	10#			
221					
222	POTATOES, FRESH PEELED	30#	n/b		
223	POTATOES, SLICED	6/10	25.85		
224	POTATOES, SWEET, YAMS	6/10	25.85		
225	POTATOES, WHOLE	6/10	27.85		
226					
227	PUDDING, BANANA	6/10	18.95		
228	PUDDING, BUTTERSCOTCH	6/10	18.95		
229	PUDDING, CHOCOLATE	6/10	18.95		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
230	PUDDING, LEMON	6/10	23.85		
231	PUDDING, RICE	6/10	23.85		
232	PUDDING, TAPIOCA	6/10	21.95		
233	PUDDING, VANILLA	6/10	19.85		
234	PUNCH, 12/46 OZ.	CS	14.85		
235	RAISINS	30#			
236	RAVIOLI, CANNED W/TOMATO SAUCE	6/10	30.95		
237	RELISH	25.98	16.95		
238	RELISH (INDIVIDUAL)	200 CT	6.95		
239	RICE, MEXICAN FIESTA	6/25.9 oz.	33.95		
240	RICE, GARDEN BLEND	6/36 oz.			
241	RICE PILAF	6/36 OZ.			
242	RICE, SPANISH	6/36 oz.			
243	RICE, UNCLE BEN'S (OR EQUAL)	25#			
244	RICE, WILD, LONG GRAIN	6/36 OZ.	33.95		
245	RINSE EPIC CHEMICAL	5 GAL	n/b		
246	ROLLS, HOT DOG (12 PKGS.)	144 CT.			
247	ROLLS, DINNER	120 CT.			
248	ROLLS, HAMBURGER 120 COUNT	120 CT.			
249	SALISBURY STEAK, NO GRAVY, 4 OZ.	40/4 OZ./CS/	25.90		
250	SALT	24/26 OZ.	9.85		
251	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10			
252					
253	SAUCE, SPAGHETTI	6/10	16.95		
254	SAUCE, TOMATO	6/10	16.85		
255	SAUCE, WORCESTERSHIRE(1 GAL.)	4/CS.	14.85		
256	SAUERKRAUT	40339	18.35		
257					
258	SAUSAGE PATTIES	CASE	18.90		
259	SAUSAGE, ITALIAN 10# PKGS.	PKG.	18.90		
260	SAUSAGE, POLISH, 10# PKGS.	PKGS.	24.90		
261	SEA LEG SUPREME	2.5# BX.			
262					

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	MIVILA		
263	SHREDDED CABBAGE (COLESLAW MIX)	20#			
264	SHORT RIBS COOKED	6.3 34#	n/b		
265					
266	SIRLOIN PATTIES, 4 OZ. FRESH	10# BOX			
267	SOUP BASE, CREAMED	6/2#			
268					
269					
270					
271					
272					
273	SOUR CREAM	5# CONT.	5.25		
274	SOY SAUCE (1 GAL. JAR)	1 GAL.			
275	SPANISH RICE, UNCLE BEN'S	6/36 OZ.			
276	SQUASH, GREEN, FROZEN	12/PKG.			
277	SQUASH, YELLOW, SLICED, FROZEN (3 LB)	12/CS	28.08		
278	STEW BEEF, FROZEN 5# PKGS.	10# BULK	23.90		
279	STRINGBEANS REG. CUT	6/10	18.75		
280					
281	STRAWBERRIES, SLICED, FROZEN (6.5 #)	6/CS			
282					
283	SUGAR, 5 LB. PKG.	8/5#			
284	SUGAR, BROWN 1 LB. PKG.	24/1#			
285					
286	SUN CUP PUNCH	70/4 OZ.			
287	SUNCUP CRANBERRY	72/4 oz.	11.95		
288	SUN CUP APPLE	72/4 OZ.			
289	SUN CUP PINE/ORANGE	72/4OZ.	11.25		
290					
291	SWEET & LOW (2 PKG./3000))	2000 ct.	18.75		
292	SYRUP, PANCAKE (1 GAL)	4/1 gal.			
293					
294	TARTAR SAUCE, PC 160 PACK	200 CT.	11.85		
295	TEA, LIPTON	10/100	31.95		

MIVILA
THE RED AREAS INDICATE ALTERNATES

ITEM	DESCRIPTION	UNIT	mivila		
296	TERIYAKI GLAZE	6/5#			
297	TEXAS TOAST	120 /CS.	n/b		
298					
299	TOMATO PASTE	6/10	27.85		
300	TOMATO PUREE	6/10	17.95		
301	TOMATOES, BEEFSTEAK	25#	29.85		
302	TOMATOES, CHERRY	12/pt.	29.85		
303	TOMATOES, WHOLE	6/10	17.95		
304	TURKEY BREAST(PERDUE 3 STAR OR EQU	lb.			
305	TURNIP GREENS, FROZEN, CHOPPED	12/2#			
306	TURNIPS, FROZEN ,DICED	12/2#			
307	VANILLA FLAVORING (IMITATION)	1 GAL.	3.85		
308	VEAL PATTIES	CASE			
309	VEGETABLE OIL (GAL. JARS)	6/CS.			
310	VEGETABLES, MIXED	40339			
311	VEGETABLE, ITALIAN BLEND, FROZEN (2 L	12/CS			
312	VEGETABLE, NORMANDY BLEND,FROZ.(2L	12/CS	16.08		
313	VEGETABLE, SCANDINAVIAN BLEND,FROZ	12/CS	16.08		
314	VIRGINIA HAM (PER POUND)	10# BOX	n/b		
315	VINEGAR, WHITE, 1 GAL.	4/1 GAL.			
316	WAFFLE, EGGO	144 CT.			
317	WATER, SPARKLING	12/33 OZ.	n/b		
318	WATERMELON, WHOLE X LARGE		13.85		
319	WHIPPED CREAM,EVERFRESH (15 OZ.)	12/CS	22.85		
320	WHIPPED TOPPING, EVERY READY	12 QT./CS			
321	YOGURT, ALL LOW FAT, FLAVORS	12/8 OZ.			
322	ZUCCHINI & TOMATOES	40339	29.85		
323	ZUCCHINI, SLICED, FROZEN (3 LB. PKG.)	3#			
324					
325					
326					
327					

TOWN OF RIVERHEAD

Resolution # 419BOOSTER PUMP STATION AT DOGWOOD
BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of the Riverhead Water District has requested additional funding for the Booster Pump Station at Dogwood Drive - Telemetry.

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

		<u>FROM</u>	<u>TO</u>
112.083200.541100	Water Repairs	20,025	
412.083200.543315.30073	Water Capacity Capital Project Professional Svcs	10,000	
412.083200.547900.30073	Water Capacity Capital Project Short/Term Contingency Acct	47,000	
412.083200.523002.30100	Replacements & Improvements		77,025

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

TOWN OF RIVERHEAD

Resolution # 420

RATIFIES THE APPOINTMENT OF A SEASONAL BEACH ATTENDANT TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Seasonal Beach Attendant is needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

NOW THEREFORE BE IT RESOLVED, that effective May 25, 2010, this Town Board hereby appoints Catherine Derenze to the position of Seasonal Beach Attendant, Level 1, to be paid the rate of \$8.70 per hour 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

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 421

CHANGES THE STATUS OF A CONTINGENT EMPLOYEE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Sarah Manarel has been serving as a six month contingent replacement for an employee who has been granted a leave of absence.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby terminates the contingent appointment of Sarah Manarel as a Justice Court Clerk effective May 24, 2010 and simultaneously appoints her to the position of Confidential Secretary to the Town Attorney's Office.

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 422

**APPROVES CHAPTER 90 APPLICATION OF
CAROL JOYNES (JAZZ CONCERT)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on May 6, 2010, Carol Joynes submitted a Chapter 90 Application for the purpose of conducting a Jazz Concert to be located on her property known as the Fletcher Booker Homestead located at 1185 Northville Turnpike, Riverhead, New York, to be held on Sunday, June 13, 2010, between the hours of 2:00 p.m. and 5:00 p.m.; and

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

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

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

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

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

RESOLVED, that the application of Carol Joynes for the purpose of conducting a Jazz Concert to be located on her property known as the Fletcher Booker Homestead located at 1185 Northville Turnpike, Riverhead, New York, to be held on Sunday, June 13, 2010, between the hours of 2:00 p.m. and 5:00 p.m., is hereby approved; and be it further

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

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

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

RESOLVED, that the applicable Chapter 90 Application fee has been paid, and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Carol Joynes, 247 Doctors Path, Riverhead, New York, 11901; the Riverhead Fire Marshal, the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 423

AUTHORIZES THE RELEASE OF SITE PLAN SECURITY FOR RIVER CITY ENTERPRISES INC.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, River City Enterprises Inc. posted security (savings account with Suffolk County National Bank) in the amount of Five Thousand Dollars (\$5,000) for improvements to be completed at 420 Osborn Avenue, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600 / 128.-1-23.1, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with site requirements and a Certificate of Occupancy has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security in the sum of Five Thousand Dollars (\$5,000); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to River City Enterprises, 420 Osborn Avenue, Riverhead, New York, the Planning Department and the Office of the Town Attorney.

THE VOTE

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

Walter ABSTAIN

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 424**RESOLUTION OF SUPPORT AND CONCURRENCE WITH THE SUFFOLK COUNTY/TOWN OF RIVERHEAD EMPIRE ZONE (FORMERLY ECONOMIC DEVELOPMENT ZONE) REGIONALLY SIGNIFICANT PROJECT APPLICATION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, New York State created the Economic Development Zone Program, now known as the Empire Zone Program, to encourage industrial and commercial development in select municipalities across the State; and

WHEREAS, the Town of Riverhead, as an eligible municipality in conjunction with the County of Suffolk, received designation of an Economic Development Zone; and

WHEREAS, said zone is currently comprised of subzones including portions of the Town of Huntington, Town of Southampton, the Town of Babylon, and the Town of Riverhead; and

WHEREAS, New York State has amended the Zones program to increase benefits and allow additional areas to be deemed as Regionally Significant Projects; and

WHEREAS, the County of Suffolk and the Town of Riverhead intends to augment the Empire Zone boundaries to encourage industrial and commercial development and to allow for the creation of an additional designated area in the Town of Smithtown (approximately 3.0 acres) for a *Regionally Significant Project* in an area outside the separate and distinct contiguous areas which will not affect the current 1280 acres within the zone; and

WHEREAS, Gemini Pharmaceuticals, Inc. located at 87 Modular, Commack, New York; meets the criteria of 957 (d) of the general municipal law as regionally significant project by creating 50 new jobs for inclusion within the Suffolk County/Town of Riverhead Empire Zone; and

WHEREAS, the Town of Riverhead wishes to support and concur with the Empire Zone Board of Directors' recommendation of Gemini Pharmaceuticals, Inc. at SCTM's #0800-180.00-01.00-018.000 as a *Regionally Significant Project*; and

NOW THEREFORE BE IT RESOLVED, that the Town Board in its capacity as governing body of the Town of Riverhead, does hereby support and concur with the Suffolk County/Town of Riverhead Empire Zone Board to include Gemini

Pharmaceuticals, Inc. located within the property referred to as SCTM #0800-180.00-01.00-018.000, 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

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 425**RESOLUTION OF SUPPORT AND CONCURRENCE WITH THE SUFFOLK COUNTY/TOWN OF RIVERHEAD EMPIRE ZONE (FORMERLY ECONOMIC DEVELOPMENT ZONE) REGIONALLY SIGNIFICANT PROJECT APPLICATION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, New York State created the Economic Development Zone Program, now known as the Empire Zone Program, to encourage industrial and commercial development in select municipalities across the State; and

WHEREAS, the Town of Riverhead, as an eligible municipality in conjunction with the County of Suffolk, received designation of an Economic Development Zone; and

WHEREAS, said zone is currently comprised of subzones including portions of the Town of Huntington, Town of Southampton, the Town of Babylon, and the Town of Riverhead; and

WHEREAS, New York State has amended the Zones program to increase benefits and allow additional areas to be deemed as Regionally Significant Projects; and

WHEREAS, the County of Suffolk and the Town of Riverhead intends to augment the Empire Zone boundaries to encourage industrial and commercial development and to allow for the creation of an additional designated area in the Town of Smithtown (approximately 10.3 acres) for a *Regionally Significant Project* in an area outside the separate and distinct contiguous areas which will not affect the current 1280 acres within the zone; and

WHEREAS, Miteq, Inc. located at 100 Davids Drive, Hauppauge, New York; meets the criteria of 957 (d) of the general municipal law as regionally significant project by creating 50 new jobs for inclusion within the Suffolk County/Town of Riverhead Empire Zone; and

WHEREAS, the Town of Riverhead wishes to support and concur with the Empire Zone Board of Directors' recommendation of Miteq, Inc. at SCTM #'s 0800-182.00-01.00-033.022, 0800-182.00-01.00-033.023, 0800-182.00-01.00-033.029, 0800-182.00-01.00-033.041 as a *Regionally Significant Project*; and

NOW THEREFORE BE IT RESOLVED, that the Town Board in its capacity as governing body of the Town of Riverhead, does hereby support and concur with the

Suffolk County/Town of Riverhead Empire Zone Board to include Miteq, Inc. located within the property referred to as SCTM #'s 0800-182.00-01.00-033.022, 0800-182.00-01.00-033.023, 0800-182.00-01.00-033.029, 0800-182.00-01.00-033.041 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

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 426

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW FOR THE OFFER AND SUPPORT OF THE TOWN OF RIVERHEAD EARLY RETIREMENT INCENTIVE PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is hereby authorized to publish the attached public notice once in the June 10, 2010 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of Accounting and the Office of the Town Attorney.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at 200 Howell Avenue, Riverhead, New York on the 7th day of July, 2010 at 2:10 o'clock p.m. to consider a local law for the offer and support of the following:

The Town of Riverhead is pleased to offer an early retirement incentive program ("ERIP") in order to bridge budget deficits. This plan is strictly voluntary, and is designed to support positive employee morale by reducing or eliminating the need for involuntary layoffs. This ERIP is the result of a cooperative effort between the Town and the CSEA, allowing the Town to achieve financial goals and objectives while supporting those employees who wish to move into retirement.

Dated: Riverhead, New York
June 2, 2010

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

DIANE M. WILHELM, Town Clerk



200 Howell Avenue
Riverhead, NY 11901

TOWN OF RIVERHEAD
EARLY RETIREMENT INCENTIVE PROGRAM ANNOUNCEMENT
July 21, 2010

The Town of Riverhead is pleased to offer an early retirement incentive program (“ERIP”) in order to bridge budget deficits. This plan is strictly voluntary, and is designed to support positive employee morale by reducing or eliminating the need for involuntary layoffs. This ERIP is the result of a cooperative effort between the Town and the CSEA, allowing the Town to achieve financial goals and objectives while supporting those employees who wish to move into retirement.

1. The Eligibility Group

The eligibility group is the set of individuals who will be offered the opportunity to participate in the ERIP.

Eligibility Requirement: All full-time non-exempt employees who are members of the CSEA and who, as of the date of this announcement, have at least **twenty (20) years of credited service** in the New York State Employees Retirement System and will be at least **fifty-five (55) years of age** on the retirement effective date.

2. Retirement Effective Date

The Retirement Effective Date is the date the retirement will be effective, and typically is the date following the individual’s last day of work.

Retirement Effective Date: **Prior to October 31, 2010**

The NYS Employees Retirement System requires that a request for service retirement be made no earlier than 90 days and not less than 30 days prior to the intended date of retirement.

3. Retirement Incentive Window

The Retirement incentive Window is the period of time employees have to consider participating in the program.

Retirement Incentive Window: **July 21, 2010 thru September 7, 2010.**

4. Program Offerings

- **Family Health Insurance Coverage** – If currently enrolled in a family plan, eligible employees will be able to continue their current level of coverage at **no cost** to the retiree for family or spousal coverage for a period of **48 months**.

- **Medical Cost Supplement** – If currently enrolled in a single plan, eligible employees will be able to continue their current level of coverage at no cost to the retiree and receive a **medical cost supplement** payment of **\$400.00 per month**, payable in quarterly installments, for a period of **48 months**.

5. Severance

For employees who elect the ERIP, severance will be paid out based on the numbers of weeks left in the calendar year from the date the employee retires. For example, if the employee has 15 weeks of unused accrued time to be paid, and there is 20 weeks left in the calendar year, that employee will receive his/her entire severance upon retiring. If the employee has 15 weeks of unused accrued time to be paid, and there is 10 weeks left in the calendar year, than that employee will receive 10 weeks of severance pay upon retiring, and the balance of time will be paid in January of 2011.

Please note that the Town of Riverhead has no current plans to offer other programs of this type in the future, but reserves the right to do so.

If you meet the eligibility criteria but elect not to take the ERIP, your decision not to participate will not affect your employment status or benefits in any way. However, continued employment is never a guarantee, and if the ERIP does not provide sufficient savings, an involuntary approach, i.e. layoffs, may be needed and could impact your employment.

The Town reserves the right to establish a minimum percentage of eligibility participation in order to proceed with this program.

Attached you will find a form to accept or decline participation in this program. Please return this form to the Personnel Office no later than **September 7, 2010**.

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 427

APPROVES REQUEST FOR LEAVE OF ABSENCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Pursuant to Article XII, Section 4 of the current contract between the Town of Riverhead and the Civil Service Employees Association, Inc., Local 1000, Alan Hatcher, a Maintenance Mechanic II in the Riverhead Town Water District, has requested a non-paid leave of absence from the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies their approval of Alan Hatcher's request for a non-paid leave of absence for the period of May 18, 2010 through May 21, 2010.

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 428

OFFERS SUPPORT TO THE NEW YORK STATE LEGISLATURE TO AMEND THE GENERAL MUNICIPAL LAW IN RELATION TO THE CREATION OF THE PECONIC BAY REGIONAL TRANSPORTATION COUNCIL AND PROVIDE FOR THE REPEAL OF SUCH PROVISIONS UPON EXPIRATION THEREOF
(Senate Bill #S.3181B/Assembly Bill #A.6743B)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the legislature finds that over the past thirty years, rapid growth and development in the Peconic Bay region of Long Island, while providing for a successful economy, has also resulted in some unavoidable, adverse impacts that threaten the region's future quality of life and future economic prosperity. Traffic congestion has been one of the primary adverse impacts from such rapid development; and

WHEREAS, Bill S.3181B/A.6743B has been introduced in the New York State Assembly with the intent that such legislative act would create the Peconic Bay Regional Transportation council. This act would foster the cooperation necessary to implement a public transit proposal for the Peconic Bay region. This legislation will give the local governments the regional framework to develop and implement this initiative, and will mandate the cooperation of state and federal agencies. Further, it will provide for the involvement of all stakeholders and community members in the development process to insure an open and comprehensive decision making process; and

WHEREAS, a proposition to approve the implementation plan shall be submitted to the voters as a referendum in each of the towns in the Peconic Bay region at the general election to be held at least ninety (90) days after the completion of the minimum of five public hearings to be held in each town of the Peconic Bay region. Such referendum shall be deemed approved if it is approved by a majority of the voters voting on such referendum in each town in the Peconic Bay region; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation; and

WHEREAS, the Town recognizes the adverse impacts resulting from growing traffic congestion and the need to explore other transportation options such as public transit.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to authorize the Towns of the Peconic Bay region to create the Peconic Bay Regional Transportation Council and provide for the repeal of such provisions upon expiration thereof; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road - Suite #4, Selden, NY, 11784, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; the Community Development Office and the Office of the Town Attorney.

THE VOTE

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

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 429

RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, SBI Campus – Melville, an affiliate of Sanford-Brown Institute, has requested the Riverhead Police Department to partner with them in an internship program; and,

WHEREAS, the Riverhead Police Department agrees to expose this student to the police profession as part of his education through a 90-hour training program.

NOW, THEREFORE, BE IT RESOLVED, effective May 26, 2010, the Town Board hereby ratifies the appointment of Christopher D. Varveris, a student at SBI Campus – Melville, as an Intern for the Riverhead Police Department through completion of the program; 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 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

TOWN OF RIVERHEAD

Resolution # 430

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
JAMESPORT FIRE DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on May 12, 2010, the Jamesport Fire Department submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on the property known as the Albert Schmitt Farm, Rte. 25, Jamesport, New York, on Saturday, July 10, 2010 at approximately 10:00 p.m.; and

WHEREAS, the Jamesport Fire Department has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; and

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

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Jamesport Fire Department, for the purpose of conducting a fireworks display to be held on the property known as the Albert Schmitt Farm, Rte. 25, Jamesport, New York on July 10, 2010 at approximately 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells not larger than 5" in diameter.

- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lightning and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the applicable Fireworks Permit Application Fee is hereby waived due to its not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Jamesport Fire Department, P.O. Box 78, Jamesport, New York, 11947.

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 431

**RATIFIES THE APPOINTMENT OF SEASONAL LIFEGUARDS
TO THE RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

NOW THEREFORE BE IT RESOLVED, that effective May 29, 2010 through and including September 6, 2010, this Town Board hereby appoints the attached list of Lifeguards to the Recreation Department

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

RECREATION DEPARTMENT APPOINTMENTS
6/2/10 TOWN BOARD MEETING

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Bilunas	Courtney	Lifeguard	V	5/29/10	9/6/10	\$13.25
Potapchuk	John	Lifeguard	III	5/29/10	9/6/10	\$12.45

TOWN OF RIVERHEAD

Resolution # 432

AWARDS BID FOR REMOVAL AND DISPOSAL OF LIQUID SLUDGE

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 removal and disposal of liquid sludge for the Riverhead Wastewater Treatment Plant, Riverhead, New York; and

WHEREAS, two (2) bids were received, opened and read aloud on the 25th day of May, 2010, at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for removal and disposal of liquid sludge be and is hereby awarded to Al Aparo Crane & Cesspool Service, Inc. in the amount of \$0.0495 per gallon, 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, and be it further

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

RESOLVED, that upon receipt of a bid bond from the successful bidder, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

TOWN OF RIVERHEAD

Resolution # 433

MEADOWCREST CORP DEVELOPMENT
WATER EXT. CAPITAL PROJECT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$2,500 has been received from a developer to fund the engineering study for Meadowcrest Corporation, a six lot subdivision located partially within the Riverhead Water District at Zophar Mills Road in Wading River.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30102	Developer Fees	2,500	
412.083200.543501.30102	Engineering Expense		2,500

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to H2M, P.C 575 Broad Hollow Road, Melville, New York 11747 and the Water Department.

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

TOWN OF RIVERHEAD

Resolution # 434

RATIFIES THE APPOINTMENT OF A SEASONAL BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

NOW THEREFORE BE IT RESOLVED, that effective May 25, 2010, through and including September 15, 2010, this Town Board hereby appoints Michele Fusilli to the position of Seasonal Beach Manager to be paid the rate of \$13.00 per hour to the Recreation Department 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

Adopted

TOWN OF RIVERHEAD

Resolution # 435

**APPROVES CHAPTER 90 APPLICATION OF
OLD STEEPLE COMMUNITY CHURCH
(ANNUAL ANTIQUE SHOW)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on May 10, 2010, Old Steeple Community Church submitted a Chapter 90 Application for the purpose of conducting an “Annual Antique Fair” to be located on their property at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 28, 2010, between the hours of 8:00 a.m. and 5:00 p.m., having a rain date of Monday, September 6, 2010; and

WHEREAS, Old Steeple Community Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

RESOLVED, that the application of Old Steeple Community Church for the purpose of conducting an “Annual Antique Fair” to be located on their property at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 28, 2010, between the hours of 8:00 a.m. and 5:00 p.m., having a rain date of Monday, September 6, 2010,

is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Old Steeple Community Church, P.O. Box 154, Aquebogue, New York, 11931; the Riverhead Fire Marshal, the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not

Thereupon Duly Declared Adopted

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 436

APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(Family Festival – July 1st through 4th, 2010)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on May 14, 2010, the Peconic Bay Medical Center submitted a Chapter 90 Application for the purpose of conducting a Family Festival to include rides, games and food concessions, having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center. This event is to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York, on the following dates and times:

Thurs., Fri. & Sat.	July 1 st , 2 nd , and 3 rd , 2010	6:00 p.m. to 11:00 p.m.
Sunday	July 4 th , 2010	4:00 p.m. to 9:00 p.m.; and

WHEREAS, Peconic Bay Medical Center has requested the applicable Chapter 90 fee be waived due to its not-for-profit status; and

WHEREAS, Peconic Bay Medical Center has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

RESOLVED that the Chapter 90 Application of the Peconic Bay Medical Center for the purpose of conducting a Family Festival having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center, to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York on the above referenced dates and times is hereby approved; and be it further

RESOLVED, the applicable Chapter 90 Application fee is hereby waived due to the applicant's not-for-profit status; and be it further

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

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

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

- The applicant shall use snow fencing to delineate the boundary of the festival and provide security patrols of the boundary to ensure that patrons of the festival do not go beyond the boundaries of the event;
- The applicant shall provide additional lighting along SR 25A;
- Receipt of required Suffolk County Department of Health permit(s) including the food handling permit(s);

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

RESOLVED, that all vendors shall be ready for a fire safety inspection no later than 1200 noon on July 1, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Lynne LaGrua, 1300 Roanoke Avenue, Riverhead, New York 11901, the Riverhead Fire Marshal, the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 437

AUTHORIZES THE SUPERVISOR TO EXECUTE A STIPULATION WITH LOCAL 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a contractual issue has arisen as a result of the need to rehire of Public Safety Dispatchers who had left employment of the Town of Riverhead prior to the referendum which, had it been approved, transferred the Town's dispatch function to the County of Suffolk, and

WHEREAS, the parties have reached a resolution of the matter and wish to enter into a formal stipulation reflecting their agreement,

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves the attached stipulation and authorizes the Town Supervisor to execute same; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Police Chief David Hegermiller, CSEA Unit President, the Town Attorney, Personnel Director and Financial Administrator.

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

STIPULATION

Made this __ day of May, 2010, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (Town) and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of Suffolk Local #852 having its principal office at 3 Garet Place, Commack, New York (CSEA), and

WHEREAS, in 2009, the Town of Riverhead determined to place a referendum on the election ballot to voters opportunity to determine whether the Town's Public Safety Dispatch function should be absorbed by the County of Suffolk, and

WHEREAS, as a result of the shortage of dispatchers, Police Officers have been used to cover the Public Safety Dispatcher function, and

WHEREAS, the Town is in the process of rehiring Public Safety Dispatchers to fill all available positions.

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Town Board may continue to use Police Officers to fill the Public Safety Dispatch function.

2. That on January 1, 2011, Public Safety Dispatchers shall be offered all overtime prior to the Town filling the shift with a Police Officer. After that date, Public Safety Dispatch shifts must first be offered to Public Safety

Dispatchers and be declined prior to Police Officers being used to fill the open shifts.

3. That this stipulation shall not, in any way, constitute or be construed to constitute “past practice” for the parties now or in the future and shall remain specific to this matter.

Sean M. Walter, Supervisor

Matthew E. Hattorff, for CSEA

TOWN OF RIVERHEAD

Resolution # 438**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (August 21, 2010)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on May 17, 2010, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 21, 2010, at approximately 9:00 p.m., having a rain date of August 28, 2010; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from both the fireworks company (Pyro Engineering Inc d/b/a Bay Fireworks) and Wordlife Metrodome, Inc. d/b/a Riverhead Raceway, naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form; and

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on August 21, 2010, at approximately 9:00 p.m., having a rain date of August 28, 2010; is hereby approved with the following conditions:

- The applicant is required to pay a \$500.00 administrative fee payable to the Town of Riverhead no later than close of business on July 23, 2010.
- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.

- The show shall be limited to firework shells not larger than 2” in diameter.
- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021, Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; the Riverhead Fire Marshal, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 439**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY (July 3, 2010)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on May 17, 2010, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 3, 2010, at approximately 9:00 p.m., having a rain date of July 10, 2010; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from both the fireworks company (Pyro Engineering Inc d/b/a Bay Fireworks) and Wordlife Metrodome, Inc. d/b/a Riverhead Raceway, naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form; and

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on July 3, 2010, at approximately 9:00 p.m., having a rain date of July 10, 2010; is hereby approved with the following conditions:

- The applicant is required to pay a \$500.00 administrative fee payable to the Town of Riverhead no later than close of business on June 25, 2010.
- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for

purpose of final inspection and safety review.

- The show shall be limited to firework shells not larger than 2" in diameter.
- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, 18 B, New York, New York, 10021, Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, 11735; the Riverhead Fire Marshal, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

1. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$461,548 which is equal to the No Net Nitrogen Charge based on the average daily design flow for the Best Western Hotel Complex of 40,900 gallons per day at \$10.50/gallon and average daily design flow of portion of the Tanger Mall properties of 3,057 gallons per day at \$10.50/gallon.
2. The petitioner has posted with the Town of Riverhead Financial Administrator the amount of \$598,000 which is the estimated cost of the establishment of the lateral sewer extension.
3. The petitioner obtain any and all necessary easements for the establishment of the lateral sewer extension.

RESOLVED, that the bid contemplated herein shall be not be awarded unless approved by the petitioner or his successors in title, and be it further

RESOLVED, that the terms and conditions of this order shall be accepted and agreed to by the petitioner owner whose consent shall be duly acknowledged and shall be binding on the heirs and assigns of the petitions and shall run with the land, 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.

BY ORDER OF THE RIVERHEAD TOWN BOARD

DIANE M. WILHELM, TOWN CLERK

Dated: June 1, 2010
Riverhead, NY

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

TOWN OF RIVERHEAD

Resolution # 441

RATIFIES THE APPOINTMENT OF SEASONAL GROUNDSKEEPERS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the need exists for Seasonal Groundskeepers in the Buildings and Grounds Division of the Town Engineer’s Department to maintain Town properties; and

WHEREAS, this position was duly advertised for, interviews were held, and, contingent upon having completed a satisfactory background investigation, a recommendation of suitable candidates has been made by Department Head and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Howard Bowe, Ryan Budd, Paul Bauerfeind, and Tyler Gablenz to the positions of Seasonal Groundskeeper I effective as of June 1, 2010 through September 15, 2010 at the hourly rate of \$12.50.

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

TOWN OF RIVERHEAD

Resolution # 442

RATIFIES THE APPOINTMENT OF A SEASONAL PUMP OUT BOAT OPERATOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a vacancy for a Seasonal Pump Out Boat Operator exists in the Riverhead Town Police Department; and

WHEREAS, this position was duly advertised for, interviews were held, and, having completed a satisfactory background investigation, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Dominick Forlenza to the position of Seasonal Pump Out Boat Operator effective as of May 15, 2010 through September 15, 2010 at the hourly rate of \$10.00.

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

TOWN OF RIVERHEAD

Resolution # 443**AUTHORIZATION TO DISCARD FIXED ASSETS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the indicated broken equipment has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Police	27866	Mouse
Police	24313	Mouse
Police	24327	Mouse
Police	22182	Monitor
Police	25866	Monitor
Police	24966	Monitor
Police	21095	Keyboard
Police	23464	Keyboard
Accounting	24859	Calculator

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

TOWN OF RIVERHEAD

Resolution # 444

RATIFIES THE REAPPOINTMENT OF SEASONAL PUMP OUT BOAT OPERATORS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the reappointment of Richard Quick, Salvatore Calandra, John Andrejack and Michael Bieber to the positions of Seasonal Pump Out Boat Operators as of May 15, 2010 through September 15, 2010 at the hourly rate of \$10.00.

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

TOWN OF RIVERHEAD

Resolution # 445

ACCEPTS THE RETIREMENT OF A DRIVER MESSENGER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of Judith Schroeder effective May 28, 2010.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Judith Schroeder.

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

TOWN OF RIVERHEAD

Resolution # 446

REAPPOINTS TEMPORARY STUDENT INTERN

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the need for a temporary Student Intern exist in the Accounting Department, and

WHEREAS, the recommendation of the Financial Administrator and the Personnel Officer has been received.

NOW THEREFORE BE IT RESOLVED, that effective June 1, 2010 through August 31, 2010 Justin Blass is hereby reappointed to the position of temporary Student Intern II at no change in hourly rate.

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

TOWN OF RIVERHEAD

Resolution # 447

RATIFIES THE REAPPOINTMENT OF SEASONAL TRAFFIC CONTROL OFFICERS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies the reappointment of Erin Chester, Shawn Ethier, Jonathan Parsons, Candee Ulmet, and David Zilnicki to the positions of Seasonal Traffic Control Officers as of May 22, 2010 through September 15, 2010 at the hourly rate of \$10.00.

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

TOWN OF RIVERHEAD

Resolution # 448

RATIFIES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO THE ANNUAL NEW YORK STATEWIDE TraCS LEAD AGENCY USERS MEETING

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS , Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police department employees to attend the Annual New York Statewide TraCS Lead Agency Users Meeting; and,

WHEREAS, the seminar will be held in Syracuse, New York from June 2 – June 3, 2010.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies the attendance of two police department employees at the aforementioned seminar; and,

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the reimbursement of expenses incurred, not to exceed \$250.00 upon submission of proper receipts; 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

Resolution # 449

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York on June 2nd, 2010, at 2 o'clock P.M., Prevailing Time.

PRESENT:

Sean Walter
Supervisor

John Dunleavy
Councilman

James Wooten
Councilman

George Gabrielsen
Councilman

Jodi Giglio
Councilwoman

In the Matter of The Increase and Improvement of the Facilities of the Riverhead Water District, in the Town of Riverhead, Suffolk County, New York	ORDER CALLING PUBLIC HEARING
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WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to

Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Riverhead Water District, in the Town of Riverhead, Suffolk County, New York (the "Water District"), being the design, planning, engineering and construction of a new well No. 17, including mechanical work, treatment, piping, valves, installation of a motor control center, electrical service, installation of telemetry and instrumentation, acquisition of a parcel of land at Northville Turnpike and Route 105 in Northville area of Riverhead and site work thereat therefor, fence, and site piping, as well as original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,980,000; and

WHEREAS, the Town expects said capital project to be determined to be a "Type II Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, by regulatory provision will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Water District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, in Riverhead, New York, in said Town, on July 7, 2010, at 2:05 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Riverhead Water District, in the Town of

Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

JODI GIGLIO	VOTING YES
GEORGE GABRIELSEN	VOTING YES
JAMES WOOTEN	VOTING YES
JOHN DUNLEAVY	VOTING YES
SEAN WALTER	VOTING YES

The order was thereupon declared duly adopted.

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 2nd day of June, 2010.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of June, 2010.

Town Clerk

(CORPORATE SEAL)

NOTICE OF PUBLIC HEARING ON IMPROVEMENTS TO
RIVERHEAD WATER DISTRICT

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, will meet at the Town Hall, 200 Howell Avenue in Riverhead, New York, on July 7, 2010, at 2:05 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of the Riverhead Water District, in said Town, being the design, planning, engineering and construction of a proposed new permanent well and pump, construction of a well house, including mechanical work, treatment, piping, valves, installation of a motor control center, electrical service, installation of telemetry and instrumentation, acquisition of a parcel of land at Northville Turnpike and Route 105 in Northville area of Riverhead and site work thereat therefor, fence, and site piping, as well as original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,980,000.

The Town has determined this capital project to be a "Type II Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, by regulatory provision, will not result in any significant environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York,

June 2010.

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

Diane M. Wilhelm
Town Clerk

TOWN OF RIVERHEAD

Resolution # 450

APPOINTS A CALL-IN ASSISTANT RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, an assistant recreation leader is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective June 2nd, 2010, this Town Board hereby appoints Daniel Ruskowski to the position of Call-in assistant recreation leader, Level 2, to be paid the rate of \$10.45 per hour 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #451

**SCAVENGER WASTE BUDGET TRANSFER
FOR UNANTICIPATED REPAIRS TO BAR SCREEN**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

		<u>FROM</u>	<u>TO</u>
128.081890.547504	Special Items - Sanitation	9,000	
128.081890.541416	Replacements & Improvements		9,000

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

TOWN OF RIVERHEAD

Resolution # 452

Appoints an Assistant Recreation Leader to the Riverhead Recreation Department

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, an Assistant Recreation Leader for the Riverhead Skate Park (Level 1) is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective June 2, 2010 this Town Board hereby appoints Jessica Rachubka to the position of Assistant Recreation Leader- Skate Park (Level 1) to be paid the rate of \$9.50 per hour to the Recreation Department 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 453

SETS THE SALARY FOR SEASONAL ASSISTANT BEACH MANAGER FOR THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Recreation Department needs to set the salary for the seasonal position of Assistant Beach Manager for 2010

NOW THEREFORE BE IT RESOLVED, that effective June 3, 2010, this Town Board sets the attached salary schedule for summer 2010 for the position of Assistant Beach Manager for the Recreation Department

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted



Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744

SUMMER PERSONNEL SALARIES- 2010

Assistant Beach Manager

Level I	\$10.50
Level II	\$11.55
Level III	\$11.90
Level IV	\$12.25
Level V	\$12.65
Level VI	\$13.00
Level VII	\$13.40

NOTE: The above salaries are listed on a per hour basis. New Hires can begin at a maximum level 3 (based on experience)

**Salary increase will be determined by reaching a minimum level of hours worked (by category) combined with a positive evaluation. Can jump (2) levels (maximum) with an outstanding evaluation.

TOWN OF RIVERHEAD

Resolution # 454

APPOINTS TEMPORARY TOWN BOARD COORDINATOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a temporary vacancy exists in the Office of the Riverhead Town Board for a Town Board Coordinator due to a leave of absence.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Linda Hulse to the position of Town Board Coordinator at the hourly rate of \$10.00 effective June 7, 2010 through September 30, 2010 or through the date of which the incumbent Town Board Coordinator returns from her approved leave of absence.

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 455

SUPPORTS THE ESTABLISHMENT OF A NEW TRUCK ROUTE FROM THE LONG ISLAND EXPRESSWAY TO EPCAL

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to the recent development of EPCAL, truck traffic has increased greatly on Schultz Road; and

WHEREAS, members of the Traffic Safety Committee and members of the Town Board are concerned about the quality of life of the residents on Schultz Road and wear and tear on the road, especially over the culvert for the Peconic River; and

WHEREAS, Chief Hegermiller, as Chairman of the Traffic Safety Committee, has requested that New York State Department of Transportation assist the Town with establishing this new truck route.

NOW, THEREFORE BE IT RESOLVED, that the Town Board and members of the Traffic Safety Committee support the establishment of a new truck route and authorize the Chief of Police and New York State Department of Transportation to take the necessary steps to effect a change in this route.

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 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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #456

AUTHORIZES THE RELEASE OF LETTER OF CREDIT FOR VERTICAL LINE APPAREL, INC.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Vertical Line Sports Apparel, Inc. posted a cash security (check #21211 dated July 9, 2002) in the amount of Seven Thousand Two Hundred Ninety Five Dollars (\$7,295) for work as per resolution #541 dated May 22, 2002 for property located at Old Country Road, Riverhead, New York 11901 known and designated as Suffolk County Tax Map Number 0600 / 108.-2-8 pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with site requirements and a Certificate of Occupancy # 23411 dated February 10, 2010 has been issued,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the sum of Seven Thousand Two Hundred Ninety Five Dollars (\$7,295) and

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Apple Honda, 1375 Old Country Road, Riverhead, New York 11901 and that all Town Hall Department 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

TABLED

6/2/10

Town of Riverhead

Resolution # 457

AUTHORIZES THE WATER DISTRICT SUPERINTENDENT TO WAIVE WATER FEES FOR IDA LANE LANDSCAPE IMPROVEMENT PROJECT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Ken Lebohner has created a garden for communities aesthetic benefit upon property located at the intersection of Ida Lane and Church Lane in Aquebogue, and

WHEREAS, the garden beautifies the intersection which is a benefit to the public, and

WHEREAS, the garden, which improves the aesthetic qualities for public benefit, is maintained year round by private individuals including Mr. Lebohner at no cost to the Town, and

WHEREAS, the Town Water District wishes to waive water fees for one year to assist in the maintenance of the garden,

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town of Riverhead Water District hereby waives any and all water fees associated with the Ida Lane garden created by Mr. Lebohner for one year; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Gary Pendzick, Riverhead Water District Superintendent, Bill Rothaar, CPA, Financial Administrator, Mr. Kenneth Lebohner and Town Engineer, Ken Testa, P.E.

THE VOTE

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

The Resolution Was Was Not
Therefore TABLED

TOWN OF RIVERHEAD

Resolution # 458

EXTENDS BID CONTRACT FOR WELL & PUMP EMERGENCY SERVICE FOR THE RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Water District has requested that the contract with Layne Christensen Company, originally awarded under Resolution #530 adopted June 17, 2008, for the contract period of June 19, 2008 through June 18, 2009, be extended for one (1) year through June 18, 2011, which constitutes the second extension under the contact; and

WHEREAS, the above-named vendor has agreed to extend the contract through June 18, 2011, per the attached Bid Extension Notice at the original bid amount as attached hereto; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for well and pump emergency service for the Riverhead Water District originally awarded to Layne Christensen Company under Resolution #080530 adopted June 17, 2008, be and is hereby extended through June 18, 2011; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11741; and be it further

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the Town of Riverhead website and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

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



RWD Riverhead Water District

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

To: Bob Grecki, General Manager
Layne Christensen Co.

From: Riverhead Water District

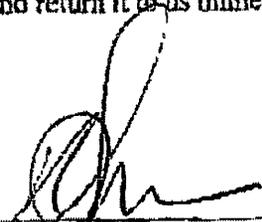
Date: 5/25/10

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump emergency service will expire on June 18, 2010.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2011 per the attached. This will be the second extension pursuant to the terms of the original contract.

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



Authorized Signature

ROBERT GRECKI, General Manager
Print Name

LAYNE CHRISTIENSEN CO.
Company Name

5/25/10
Date

**PROPOSAL
RIVERHEAD WATER DISTRICT
EMERGENCY WELL AND PUMP SERVICE**

ITEM 1

Furnish labor and equipment to remove, inspect and check well OR reinstall pumping equipment including sterilizing well and miscellaneous materials as required.

A. Up to 100 feet of setting L.S. \$ 3,000⁰⁰

B. Up to 150 feet of setting L.S. \$ 3,500⁰⁰

C. Up to 200 feet of setting L.S. \$ 3,900⁰⁰

Cost for weekdays after 8 hours or Saturday:

D. Up to 100 feet of setting L.S. \$ 3,000⁰⁰

E. Up to 150 feet of setting L.S. \$ 3,500⁰⁰

F. Up to 200 feet of setting L.S. \$ 3,900⁰⁰

Cost for Sundays holidays:

G. Up to 100 feet of setting L.S. \$ 3,000⁰⁰

H. Up to 150 feet of setting L.S. \$ 3,500⁰⁰

I. Up to 200 feet of setting L.S. \$ 3,900⁰⁰

ITEM 2

Furnish labor and equipment to remove OR reinstall electric motor:

L.S. \$ 800

a. Weekdays after 8 hours or Saturdays

L.S. \$ 800

b. Sundays and Holidays

L.S. \$ 1,000

ITEM 2A

Furnish labor and equipment to remove AND reinstall electric motor:

L.S. \$ (1,600) AS
1,600

a. Weekdays after 8 hours or Saturdays

L.S. \$ 1,600

b. Sundays and Holidays

L.S. \$ 2,000

ITEM 3

Furnish labor and equipment to remove OR reinstall Gear-drive:

L.S. \$ 800⁰⁰

A. Weekdays after 8 hours or Saturdays L.S. \$ 800
 B. Sundays and Holidays L.S. \$ 1,000

ITEM 3A

Furnish labor and equipment to remove AND reinstall
 Gear-drive: L.S. \$ 1600⁰⁰
 A. Weekdays after 8 hours or Saturdays L.S. \$ 1600⁰⁰
 B. Sundays and Holidays L.S. \$ 2000⁰⁰

ITEM 4

Television inspection and caliper log: L.S. \$ 2,200

ITEM 5

A. Furnish 8" x 1 1/2" threaded and coupled Water Lube
 Column assembly, complete with 410 S.S. shaft,
 Couplings and bronze spiders:

10 foot section	Each \$ <u>840⁰⁰</u>	(10) \$ <u>8,400⁰⁰</u>
5 foot section	Each \$ <u>600⁰⁰</u>	(2) \$ <u>1,200⁰⁰</u>
		TOTAL: \$ <u>9,600⁰⁰</u>

B. Furnish 10" x 1 1/2" threaded and coupled Water Lube
 column assembly, complete with 410 S.S. shaft,
 Couplings and bronze spiders:

10 foot section	Each \$ <u>1060⁰⁰</u>	(15) \$ <u>15,900⁰⁰</u>
5 foot section	Each \$ <u>770⁰⁰</u>	(2) \$ <u>1,540⁰⁰</u>
		TOTAL: \$ <u>17,440⁰⁰</u>

C. Furnish 10" x 1 11/16" threaded and coupled Water Lube
 Column assembly, complete with 410 S.S. shaft,
 Couplings and bronze spiders:

10 foot section	Each \$ <u>1130⁰⁰</u>	(15) \$ <u>16,950⁰⁰</u>
5 foot section	Each \$ <u>820⁰⁰</u>	(2) \$ <u>1,640⁰⁰</u>
		TOTAL: \$ <u>18,590⁰⁰</u>

ITEM 6

Labor to refurbish existing Discharge Head L.S. 650⁰⁰

ITEM 7

Furnish labor and equipment to service existing gear drive: L.S. \$ 650⁰⁰

08.BID.WELL.PUMP.SERVICE 15 COMPANY: Wayne Christensen Co

ITEM 8

Furnish new 10" or 11" diameter bowl assembly:

- A. 1st Stage complete with suction and discharge nozzles (1) \$ 1,730⁰⁰
 - B. Additional Stage Each \$ 680⁰⁰ (3) \$ 2,040
 - C. Certified Test \$ 830
- TOTAL:** \$ 4,600⁰⁰

ITEM 8A

Furnish new 12" or 13" diameter bowl assembly:

- A. 1st Stage complete with suction and discharge nozzles (1) \$ 2,100⁰⁰
 - B. Additional Stage Each \$ 820⁰⁰ (3) \$ 2,460
 - C. Certified Test \$ 830⁰⁰
- TOTAL:** \$ 5,390

ITEM 9

Compensation for furnishing brand name parts and components including freight and trucking:

- A. Up to \$100 Certified Cost plus 40 % = Sub-Total \$ 40
 - B. Up to \$500 Certified Cost plus 40 % = \$ 200
 - C. Up to \$1000 Certified Cost plus 40 % = \$ 400
 - D. Up to \$5000 Certified Cost plus 25 % = \$ 1,250
 - E. Above \$5000 Certified Cost plus 25 % = \$ 1,250⁰⁰
- TOTAL:** \$ 3,140

ITEM 10

Hourly rate for two (2) man crew with rig to perform additional work, as required:

8 hours @ (\$ 180) Total: \$ 1,440

A. Weekdays after 8 hours and Saturdays

(Item 10 hourly rate \$ 180) x 1.2 % = (\$ 216)/hour

B. Sunday/holiday

(Item 10 hourly rate \$ 180) x 1.2 % = (\$ 216)/hour

TOTAL (A + B): \$ 432

ITEM 11

Rate for machine shop work, including machinist and equipment:

8 hours @ (\$ 80) Total \$ 640

A. Weekdays after 8 hours and Saturdays

(Item 11 hourly rate \$ 80) x 1.2 % = \$ 96 /hour

B. Sunday/holiday

(Item 11 hourly rate \$ 80) x 1.2% = \$ 96 /hour
TOTAL (A + B): \$ 192

ITEM 12

Hourly rate for field repair work, including mechanic, truck and hand tools,
including 2 hours travel time: 8 hours @ (\$ 90) Total \$ 720

A. Weekdays after 8 hours and Saturdays

(Item 12 hourly rate \$ 90) x 1.2% = \$ 108 /hour

B. Sunday/holiday

(Item 12 hourly rate \$ 90) x 1.2% = \$ 108 /hour

TOTAL (A + B): \$ 216

AMOUNT BID FOR TOTAL OR LUMP SUM (L.S.) OF EACH ITEM

TOTAL: \$ 112,700

TOWN OF RIVERHEAD

Resolution # 459

APPROVES DEPARTMENTAL STATUS OF THE PERSONNEL DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that effective for June 3, 2010 this Town Board hereby approves and recognizes the office of the Personnel Officer as the official Personnel Department of the Town of Riverhead and designates Margaret Ferris, Personnel Officer, as Department Head at no change to her current salary or other terms and conditions of employment.

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

TOWN OF RIVERHEAD

Resolution # 460

AUTHORIZES RIVERHEAD PLANNING BOARD AND THE RIVERHEAD ZONING BOARD OF APPEALS TO ATTEND A CONFERENCE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Long Island Section of the New York Metro Chapter of the American Planning Association and the Peconic Chapter of the American Institute of Architects are jointly hosting a conference to be held at the Suffolk County Community College’s Culinary Arts and Hospitality Center located at 20 East Main Street Riverhead on Wednesday, June 9, 2010 between the hours of 2:30 to 8:30 p.m.; and

WHEREAS, it is the desire of the Members of the Planning Board and the Zoning Board to attend said conference; and

NOW, THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes Members of the Planning Board and the Zoning Board to attend the aforementioned conference to be held on Wednesday, June 9, 2010, between the hours of 2:30 p.m. to 8:30 p.m.; and

BE IT FURTHER RESOLVED, a \$25.00 fee shall incur for each attendee which will be fully reimbursed by the Accounting Department; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Planning Department, the Office of the Town Attorney, and the Office of Accounting.

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

TOWN OF RIVERHEAD

Resolution # 461

**APPROVES CHAPTER 90 APPLICATION OF THE
AMERICAN CANCER SOCIETY
(Dog Walk to Fight Cancer – June 12, 2010)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 27, 2010, the American Cancer Society submitted a Chapter 90 Application for the purpose of conducting an event to include a four hour dog walk to fight cancer to be held at Stotzky Park, Columbus Avenue, Riverhead, New York, on Saturday, June 12, 2010, between the hours of 12:00 noon and 10:00 p.m. (actual event to be held from 5:00 p.m. to 9:00 p.m., remaining hours to set up and break down); and

WHEREAS, the American Cancer Society has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance has been received; and

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

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

RESOLVED, that the application of the American Cancer Society for the purpose of conducting an event to include a four hour dog walk to fight cancer to be held at Stotzky Park, Columbus Avenue, Riverhead, New York, on Saturday, June 12, 2010, between the hours of 12:00 noon and 10:00 p.m. (actual event to be held from 5:00 p.m. to 9:00 p.m., remaining hours to set up and break down) is hereby approved; and be it further

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

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the American Cancer Society, 75 Davids Drive, Hauppauge, NY, 11788, Attn: Dawn Tropeano; the Riverhead Fire Marshal and Police Chief David Hegermiller.

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 462

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH LEN REMPE, INC. TO PROVIDE OIL BURNER MAINTENANCE SERVICE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is desirous of maintaining oil burner service at the Town of Riverhead Buildings and Grounds facility on Columbus Avenue, Riverhead, and the Jamesport Volunteer Ambulance building on Manor Lane, Jamesport; and

WHEREAS, procurement of oil burner maintenance service is imperative in the safe and efficient operation of the Town of Riverhead Buildings and Grounds facility and the Jamesport Volunteer Ambulance building; and

WHEREAS, Len Rempe, Inc. is interested and capable of providing oil burner maintenance service at the Town of Riverhead Buildings and Grounds facility and the Jamesport Volunteer Ambulance building;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Len Rempe, Inc. to provide oil burner maintenance service at the Town of Riverhead Buildings and Groups facility and the Jamesport Volunteer Ambulance building; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Leonard Rempe, President, Len Rempe, Inc., PO Box 1792, Riverhead, New York 11901; and be it further

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

THE VOTE

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

The Resolution Was Was Not
Therefore Duly Adopted

SERVICE AGREEMENT

This Agreement made the ____ day of _____ 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and LEN REMPE, INC., a corporation existing under the laws of the State of New York with a principal place of business at 1397 West Main Street, Riverhead, New York 11901 with a mailing address of P.O. Box 1792, Riverhead, New York, 11901.

In consideration of the mutual promises herein contained, Town of Riverhead and Len Rempe, Inc., agree as follows:

1. SCOPE OF SERVICES

During the terms of this Agreement, Len Rempe, Inc., shall provide oil burner service and maintenance of the Town of Riverhead Recreation Department building (formerly Buildings and Grounds facility) on Columbus Avenue, Riverhead and the Jamesport Volunteer Ambulance building on Manor Lane, Jamesport.

2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2009 and terminate on July 31, 2010.

3. PAYMENT

For these services Town of Riverhead will pay Len Rempe, Inc., a fee of \$500.00.

4. PUBLICITY

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

5. ASSIGNMENT AND SUBCONTRACTING

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

6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Len Rempe, Inc., except to make any payments which may have become due under this Agreement on a pro rata basis. Town shall be entitled to a pro rata refund if either party terminates this agreement before expiration of the term.

7. RECORDS

Len Rempe, Inc., shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this

Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Len Rempe, Inc., involving transactions related to this Agreement.

8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Len Rempe, Inc., issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that Len Rempe, Inc., determines that a change order is required, Len Rempe, Inc., shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Len Rempe, Inc., must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between Len Rempe, Inc., and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Len Rempe, Inc., if mailed by certified mail, postage prepaid to Len Rempe, Inc., PO Box 1792, Riverhead, NY 11901.

10. COMPLIANCE WITH LAWS

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

11. INSURANCE. INDEMNITY AND LIABILITY

Len Rempe, Inc., shall carry comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and, if applicable, worker's compensation insurance. The Town of Riverhead shall be named as an additional insured on the insurance policy. A certificate of insurance shall be

proffered at the time of execution of this agreement thereby naming the Town of Riverhead as an additional insured regarding the subject locations receiving services herein. Len Rempe, Inc., hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Len Rempe, Inc., under this Agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

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

15. TERMS AND CONDITIONS

All plans cover units up to and including 200,000 BTU rating. The replacement or repair of covered items will be done with a quality replacement part.

This agreement covers only the labor on and replacement of those parts which are specifically mentioned, which have failed due to normal wear and tear, and which are available through normal sources of supply. This agreement does not include modernization of discontinued equipment and parts replacement required as a result of power interruptions, frozen pipes, water in basement, fires, floods, wars, accidents, acts of God, improper operation of the equipment, failure of purchaser to maintain supply of proper grade oil in the storage tank, or to maintain

water at proper level in the boiler or to check for switches off, fuses blown or thermostat not calling for heat, or failure of any equipment not specifically mentioned as covered, shall be charged at regular hourly rate and list prices.

Len Rempe, Inc. shall not be held responsible for damage or injury caused by failure or delay in performing services hereunder when such failure or delay arises from any causes beyond its control.

Len Rempe, Inc. reserves the right to reject any equipment from coverage should the inspecting service man find it to be unacceptable. Our responsibility shall terminate if the customer is delinquent in payment of monies due Len Rempe, Inc. These agreements shall be in force for one year.

Accounts must maintain good credit standing or contract will be subject to cancellation.

Mechanical room and parts covered must remain accessible and neat.

Repairs on boiler due to cracks, complete boiler replacement, domestic water leaks and coil replacements are not covered under contract.

Emergency service is defined as no heat or a dangerous situation. Normal services hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

*A11 repairs not covered under contract will be billed to customer.

16. LIMITATIONS OF LIABILITY DISCLAIMER

Len Rempe, Inc. will not be held responsible for the following: loss or damage to vacant or unattended premises, material or labor shortages not within company control, condition or operation of oil storage tanks, product in storage tank, problems attributed to contaminated fuel, oil lines and piping, service calls due to oil depletion, smoke piping and chimney, exhaust fans (disconnect, emergency or service switches), blown fuses or tripped circuit breakers, piping or duct work of system, humidifier on warm air furnaces, damage due to water leak or flooded mechanical area, water feed to hydronic or steam system, relief valve, expansion tank or other like water jacket parts, damage due to vandalism or neglect, condition or replacement of combustion chamber, acts of God, problems attributed to LIPA, replacement or upgrading of boilers, furnaces, heat exchange, burners or other outdated un-repairable equipment. Mobile home furnaces must burn kerosene. The use of any other fuel will void this agreement.

17. OIL BURNER SERVICE AND MAINTENANCE

Depending on equipment, Len Rempe, Inc. will perform the following maintenance annually:

- Test and adjust oil burner.
- Change filter cartridge and burner nozzle if necessary.
- Clean and check nozzle assembly.
- Check safety controls.
- Vacuum unit if applicable.
- Vacuum smoke pipe and chimney base if applicable.

CONTRACT 1 - BASIC SERVICE: \$500.00

Coverage of Contract:

- **Once-a-year tuning and inspection of oil burner, boiler or furnace.**
- **Once-a-year replacing nozzle and oil filter cartridge, pump strainer if necessary.**
- **Parts covered under contract are as follows:**

Fuel pump

Ignition transformer

Stack relay

Operating controls (for main zone only)

Fan & limit control

Ignition wires

Delayed oil valve

Burner motor

Cad cell relay

Procelains

Blower motor and fan belt up to 1/3 hp (w/o AC)

Pump drive coupling

Cad cell eye

Circulator motor, coupling & bearing assembly

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

Sean M. Walter
Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Leonard Rempe, President
Len Rempe, Inc.

TOWN OF RIVERHEAD

Resolution # 463

AUTHORIZES THE SUPERVISOR TO EXECUTE SECOND AMENDMENT TO AGREEMENT OF SALE DATED JANUARY 15, 2008 AND FIRST AMENDMENT DATED DECEMBER 15, 2009 WITH RIVERHEAD RESORTS LLC

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency have entered into an Agreement of Sale (the Agreement), to sell some 755 acres of property located at the Enterprise Park at Calverton, south of Route 25, Calverton, New York; to Riverhead Resorts LLC; and

WHEREAS, the Agreement was amended by an amendment signed by Riverhead Resorts on November 12, 2009 and by the Town of Riverhead and Town of Riverhead Community Development Agency on December 15, 2009 (the First Amendment); and

WHEREAS, Riverhead Resorts LLC has submitted its application for sub-division approval; and

WHEREAS, RIVERHEAD RESORTS LLC has requested certain amendments to the January 15, 2008 Agreement and First Amendment that are acceptable to both the Town and the Community Development Agency and are set forth in the Second Amendment to the Agreement of Sale; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Second Amendment to the Agreement of Sale dated January 15, 2008 and the First Amendment dated December 15, 2009, in the form and content as annexed hereto; and

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Mitchell H. Pally, Esq., Weber Law Group, LLP, 290 Broadhollow Road, Suite 200E, Melville, New York 11747-4818, and 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
Therefore Duly Adopted

**SECOND AMENDMENT TO AGREEMENT OF SALE
DATED JANUARY 15, 2008**

WHEREAS, the Town of Riverhead and Town of Riverhead Community Development Agency (collectively, "Seller") and Riverhead Resorts LLC ("Purchaser") entered into an agreement of sale dated January 15, 2008 which, by its terms, had an effective date of January 15, 2008 (the "Agreement"); and

WHEREAS, the Agreement has been amended by an amendment executed by the Purchaser on November 12, 2009 and by the Seller on December 15, 2009 (the "First Amendment"); and

WHEREAS, pursuant to the First Amendment, the closing date was extended to May 15, 2010; and

WHEREAS, the Purchaser has filed its application for subdivision approval with the Town Planning Board; and

WHEREAS, prior to May 15, 2010, the Purchaser has requested that the closing date previously extended to May 15, 2010 be extended to June 15, 2010 and that the extension fee payment that would have been due May 15, 2010 under paragraph 2 of the First Amendment, be extended to June 15, 2010.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Seller and Purchaser agree as follows:

1. The date of Closing heretofore extended to May 15, 2010 pursuant to the First Amendment, is extended to June 15, 2010. The extension fee payment that would otherwise have been due under Section X(A) on March 15, 2010, and subsequently extended to May 15, 2010 pursuant to the First Amendment, is extended to June 15, 2010.

2. The third, fourth and fifth extensions of the date of Closing provided for in Section X, if exercised by Purchaser, shall be measured as if the first extension were exercised on December 15, 2009 and the second extension were exercised on March 15, 2010.

3. Except as modified by this Second Amendment, all other provisions of the Agreement and First Amendment shall remain in full force and effect. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

SELLER:

TOWN OF RIVERHEAD

BY: _____

NAME: SEAN WALTER

TITLE: SUPERVISOR

DATE: _____

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY**

BY: _____

NAME: SEAN WALTER

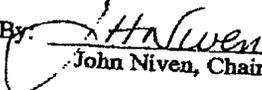
TITLE: CHAIR

DATE: _____

PURCHASER:

RIVERHEAD RESORTS LLC

By: Baldragon Riverhead LLC
Its Managing Member

By: 
John Niven, Chairman

TOWN OF RIVERHEAD

Resolution # 464

**DENIES APPLICATION SEEKING A CHAPTER 90 PERMIT TO HOST WEDDING
AT BAITING HOLLOW CLUB AND GRANTS AN EXCEPTION TO SPECIAL PERMIT
TERMS & RESTRICTIONS LIMITED TO AN EVENT TO BE HELD ON JUNE 26, 2010
SUBJECT TO CONDITIONS SET FORTH BELOW**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Baiting Hollow Club submitted an application seeking a Chapter 90 permit, or in the alternative, limited relief from the terms and conditions of the special permit to host a wedding on June 26, 2010 from 5:00 pm to 11:00 pm at 100 Club Drive, Baiting Hollow, NY; and

WHEREAS, the Baiting Hollow Club seeks to host 175 people at a wedding event and utilize an area adjacent to the patio for a tent for the wedding guests; and

WHEREAS, the Baiting Hollow Club did not solicit or advertise to host the wedding event, but instead, the event is to celebrate the wedding of a family member, and

WHEREAS, a review of the special permit file reveals that in 2006 the Baiting Hollow Club (Wulforst Farms, LLC) submitted an application to the Town Board pursuant to §§ 108-3 and 108-125 B (3) seeking to modify the special permit issued to its predecessor in interest, Riverhead Flagg Corporation, and obtain approval to construct a clubhouse, practice green, driving range and related improvements to support an existing golf course on a parcel consisting of 143.2317 acres and zoning Residence A-80; and

WHEREAS, the special permit application referred to above also included an application to subdivide an adjacent 52.5229 acre parcel of property zoned RA-80 into two parcels of property, the first parcel being 41.5706 acres and the second being 10.9523 acres; and

WHEREAS, the 10.9523 acre parcel was proposed to be annexed to the 143.2317 acre parcel to increase the size of the golf course to a total of 154.1840 acres and upon which the applicant proposed to construct the new clubhouse; and

WHEREAS, the Town Board, by resolution #98, adopted on January 1, 2007, granted a special permit to run with the land subject to the following terms and conditions:

That the Baiting Hollow Club shall be entitled to construct a golf course in the location shown on the conceptual site plan. The golf clubhouse shall be principally used for the members of the golf club. The golf clubhouse restaurant/grill room shall have no more than 56 restaurant seats, 20 bar seats, 9 bar stools and 12 patio seats. In addition, no tents, canopies, shelters, awnings or structures of any kind, whether temporary or permanent, shall be used upon the property for restaurant use and/or catering use... [u]pon issuance of the certificate of occupancy...restaurant/grill room shown on the conceptual site plan shall be the only golf clubhouse with restaurant/grill room permitted on the premises....[i]n addition, the foregoing shall not preclude the continuation of the non-conforming restaurant and catering facility known as Giorgio's.

WHEREAS, the applicant's request for a Chapter 90 permit for the June 26th wedding violates the terms and conditions of the Town Board special permit approval dated January 25, 2007; and,

NOW THEREFORE BE IT RESOLVED, that the application seeking a Chapter 90 permit to cater an event for 175 people utilizing a tent structure is hereby denied, however, based upon the facts presented by the applicant the Town Board grants relief from the terms and conditions of the special permit (recited above) limited to the single event to be held on June 26, 2010 and subject to the following conditions and restrictions: on or before June 15, 2010, applicant shall obtain and file a written consent from Giorgio's At Fox Hill (the restaurant and catering facility located and situated on the property identified above and part of the site for the wedding event); on or before June 15, 2010 the applicant shall file with the Town Board a certificate of public liability insurance covering the applicant and the Town of Riverhead for personal injuries, comprehensive general liability in the amount satisfactory to the Town Attorney which names the Town as additional insured; applicant shall comply and adhere to all provisions of Chapter 81 and shall be prohibited from operating/using/causing amplified or sound reproduction device outdoors after 9 p.m.; in the event the applicant seeks to erect a tent, the applicant shall file for a permit pursuant to Chapter 52, the tent structure must meet the applicable requirements of the NFPA Life Safety Code/NFPA Temporary Membrane Structures/Tents (NFPA 102)/Fire Code of the State of New York and use of the tent structure is limited to the June 26, 2010 wedding event and must be removed from the site within five days from the event; finally applicant is subject to all other applicable government permits and approvals as may be required; 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	ABSTAIN	Gabrielsen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Was Not
Therefore Duly Adopted

TOWN OF RIVERHEAD

Resolution # 465

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-22 May 27, 2010 (TBM 06/01/10)				
FUND NAME			05/27/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		150,698.15	150,698.15
RECREATION PROGRAM FUND	6		20,863.63	20,863.63
YOUTH COURT SCHOLARSHIP FUND	25		100.00	100.00
HIGHWAY FUND	111		12,596.57	12,596.57
WATER DISTRICT	112		8,989.38	8,989.38
RIVERHEAD SEWER DISTRICT	114		38,795.44	38,795.44
REFUSE & GARBAGE COLLECTION DI	115		233.00	233.00
STREET LIGHTING DISTRICT	116		409.51	409.51
EAST CREEK DOCKING FACILITY FU	122		1,155.42	1,155.42
CALVERTON SEWER DISTRICT	124		228.27	228.27
RIVERHEAD SCAVANGER WASTE DIST	128		8,959.45	8,959.45
RISK RETENTION FUND	175		710.20	710.20
COMMUNITY DEVELOPMENT AGENCY C	405		61,749.61	61,749.61
TOWN HALL CAPITAL PROJECTS	406		41,574.65	41,574.65
WATER DISTRICT CAPITAL PROJECT	412		419,620.34	419,620.34
TRUST & AGENCY	735		24,114,040.90	24,114,040.90
TOTAL ALL FUNDS			24,880,724.52	24,880,724.52

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

6/2/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 465

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-21 May 20 2010 (TBM 06/01/10)					
FUND NAME			05/20/10 CHECKRUN	GRAND TOTALS	
GENERAL FUND	1		922,890.75	922,890.75	
RECREATION PROGRAM FUND	6		9,683.53	9,683.53	
ECONOMIC DEVELOPMENT ZONE FUND	30		3,319.09	3,319.09	
HIGHWAY FUND	111		149,445.81	149,445.81	
WATER DISTRICT	112		99,411.21	99,411.21	
RIVERHEAD SEWER DISTRICT	114		90,777.65	90,777.65	
REFUSE & GARBAGE COLLECTION DI	115		369,347.61	369,347.61	
STREET LIGHTING DISTRICT	116		11,640.42	11,640.42	
AMBULANCE DISTRICT	120		6,594.71	6,594.71	
EAST CREEK DOCKING FACILITY FU	122		119.30	119.30	
CALVERTON SEWER DISTRICT	124		5,560.51	5,560.51	
RIVERHEAD SCAVANGER WASTE DIST	128		35,967.14	35,967.14	
WORKERS' COMPENSATION FUND	173		59,246.62	59,246.62	
RISK RETENTION FUND	175		700.00	700.00	
CDBG CONSORTIUM ACOUNT	181		656.25	656.25	
GENERAL FUND DEBT SERVICE	384		3,239,716.40	3,239,716.40	
COMMUNITY DEVELOPMENT AGENCY C	405		30,892.71	30,892.71	
TOWN HALL CAPITAL PROJECTS	406		164,441.15	164,441.15	
TRUST & AGENCY	735		4,753,805.63	4,753,805.63	
TOTAL ALL FUNDS			9,954,216.49	9,954,216.49	

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

TOWN OF RIVERHEAD

Resolution # 466

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

NOW THEREFORE BE IT RESOLVED that the Town supervisor is authorized to execute the attached agreement with the Riverhead Business Improvement District Management Association, Inc.; and

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., PO Box 913, 21 West 2nd Street, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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

On a motion of Councilman Wooten, seconded by Councilman Dunleavy resolution #466 was TAKEN OFF THE FLOOR

YES – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter
NO – 0

(Updated 4/28/10)

Agreement

-made between-

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement made the day of , 2010, between the Town of Riverhead Business Improvement District (“BID”), with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901, and the Riverhead Business Improvement District Management Association, Inc. (“BIDMA”), a not-for-profit corporation organized under the laws of the State of New York, having its principal offices at 112 West Main Street, Riverhead, New York, 11901.

NOW, THEREFORE, the parties mutually agree that:

1. The BIDMA shall proffer projects, capital improvements, events and services in regard to the BID. BID shall provide all proper and reasonable funding regarding administrative services/expenses incurred by the BIDMA necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law #222 of 1991. Administrative services as specified herein are defined as payment of employee salaries and the associated payroll expenses, rent, purchase of incidental office supplies, telephone expenses, photocopier expenses, insurance and advertising expenses and any other expenses related to the actual administration of the BID. The BIDMA shall provide a detailed, comprehensive and exhaustive accounting of all actual and anticipated administrative services/expenses it has or anticipates it shall incur during the term of this Agreement prior to execution of this Agreement. The BID shall pay all legitimate, proper and necessary administrative expenses in a timely manner. The BIDMA agrees to provide all documentation, written, recorded or otherwise in support of its determination of administrative services/expenses to the Chief Financial Administrator on a monthly basis and to any member of the Town Attorney’s Office, if requested, within three business days, or if not available, within a reasonable time.
 2. The BIDMA shall proffer and recommend to the BID-Town Board designated projects, including capital improvements, events and services designed for the purpose of promoting and enhancing the business improvement district in the interests of economic stimulus and/or betterment of the district as a whole.
 3. The BIDMA shall submit a written list of projects, including suggested capital improvements, events and services, including actual or estimated costs with supporting documentation and projected dates of commencement/completion it recommends for approval to the BID on or before September 1 for those projects, events and services anticipated to occur on or after January 1st of the following calendar year. In addition, the BIDMA shall submit its budgetary request regarding its recommended list of projects, including capital improvements,
- McCormick/Business Improvement District Management Association, Inc., 2010 Agreement/

events and services, as well as its projected administrative expenses to the Town of Riverhead's Chief Financial Officer on or before September 1. The recommendations of the BIDMA are not binding upon the Bid-Town Board which may approve or disapprove any or all of the recommendations. For those projects, events or services that the BIDMA wishes to recommend and becomes aware of after October 1, the BIDMA shall forthwith notify the BID of its recommendation in the same format addressed above. The BIDMA shall and must provide a valid and properly authorized written BIDMA resolution by its board approving the recommended projects, capital improvements, events and services before the BID shall consider same for approval.

4. Notification Procedure of recommended projects, events or services.

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

5. Location of meetings.

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

6. Minutes/Agenda of meetings.

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

7. Cablecast of meetings.

All BIDMA meetings shall be recorded and cablecast on channel 22 on dates and at times to be determined by Town personnel.

8. Attendees at meetings.

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

9. Assignment

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

10. Term of the Agreement.

This Agreement shall expire on December 31, 2010, and shall not be renewed except upon the written consent of all parties.

11. Records.

The BIDMA further agrees to provide any and all documents, records, notes, or other information regarding all recommended projects, events or services regarding the business improvement district immediately upon request by the BID-Town Board, Town's Financial Administrator and/or Chief Fiscal Officer and any employee of the Town Attorney's Office, or anyone so designated by the above parties to receive same within three (3) days of such request.

12. Insurance

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

13. Director/Officer Elections

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

14. Independent Contractor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, in the performance of the terms, covenants and conditions of the Agreement, neither the BIDMA nor any of its officers, directors, employees, agents or independent contractors shall be deemed to be acting as agents, servants, or employees of the Town by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Town of any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be independent contractors

performing services for the BID or the BIDMA, as the case may be, without power or authority to bind the Town and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to this Agreement.

15. Indemnification

(a) Except as otherwise expressly stated herein, the BIDMA hereby assumes liability for, and hereby agrees to indemnify, protect, defend, save and hold harmless, the BID-Town from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without imitations, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "Liabilities") which may be incurred or imposed at any time (whether during the Agreement Term or thereafter) on the BID-Town (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the BID-Town) to in any way relate to or arise out of any act, omission or error in judgment of any performance of the Agreement, actively, passively or otherwise by the BIDMA, its members, directors and/or officers. Such liabilities shall include, without limitations, the following: claims or penalties arising from any violation of any federal, state or local laws, rules or regulations or insurance requirements, as well as any claim resulting from latent, patent, and other defects, whether or not discoverable by the BID-Town, any claim the insurance as to which is inadequate, any claim for patent, trademark or copyright infringement, any tort claim or claim for damages, any claim or liability in respect to any adverse environmental impact or effects. The BIDMA shall assume full responsibility for the defense against or settlement of any such liability, and the BID-Town shall cooperate with the BIDMA by providing, at the expense of the BIDMA, such witnesses, documents and other assistance as the BIDMA may reasonably request; provided, however, that: (i) the BID-Town shall be consulted as to the legal counsel to be employed in respect hereof and may veto, for good cause shown, the employment of any legal counsel unacceptable to it and (ii) if the BID-Town shall give to the BIDMA notice that, in good faith judgment, an important general interest of the BID-Town is involved in such liability or potential liability, the BID-Town shall have the right to consult with the BIDMA in the defense against or settlement of such liability.

(b) The BIDMA shall require each of its contractors and subcontractors to agree to indemnify the Town and assume liability for injuries on the same basis as the BIDMA under subsection (a) above.

(c) The obligations of the BIDMA under this section shall survive the expiration or earlier termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by the Town without necessity of declaring this Agreement in default.

16. Notice

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

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

(b) the Town and/or Supervisor at:

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

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

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

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

17. Amendments

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

18. Entire Agreement

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

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

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Raymond Pickersgill, President

Date

TOWN OF RIVERHEAD
BUSINESS IMPROVEMENT DISTRICT

By: Sean M. Walter, Town Supervisor

Date

Long Island Science Center - \$10,000.

Carolyn London made a motion and Marty Sendlewski seconded it.

Cardboard Boat Race - \$4,000.

Tony Coates made a motion and Bill London seconded it.

East End Arts Council

Community Mosaic Festival - \$3,000.

Ray Dickhoff made a motion and Ed Densieski seconded it.

Drumming - \$2,000.

Ray Dickhoff made a motion and Phil Hancock seconded it.

Cross Pollination - \$2,000.

Ray Dickhoff made a motion and Phil Hancock seconded it.

Downtown Main Street Gallery - \$6,000.

Marty Sendlewski made a motion and John Mantzopoulos seconded it

Townscape, Inc.

Summer Concert Series \$3,000.

Tony Coates made a motion and Ray Dickhoff seconded it

Annual Riverhead Country Fair - \$3,000.

Carolyn London made a motion and John Mantzopoulos seconded it.

Fourth of July Weekend Celebration

Kirby Jolly's 40 piece band - \$3,800.

Ed Densieski made a motion and Tony Coates seconded it

Fireworks - \$7,000.

Tony Coates made a motion and Liz Strebel seconded it

Brady Reimer's Children's Show - \$3,200.

Ed Densieski made a motion and Tony Coates seconded it.

Annual Holiday Bonfire - \$2,000.

Marty Sendlewski made a motion and Carolyn London seconded it

Annual New Year's Eve Fireworks

Carolyn London made a motion and Ray Dickhoff seconded it

**Riverhead Business Improvement District Management Association
2010 Budget**

Payroll (Admin. Ass't.)	\$235.47 X 49 weeks	- \$11,302.56
Payroll Taxes	\$300.00 X 12 months	- 3,600.00
Insurance (Directors and Liability) per year		- 4,500.00
Accountant per year		- 950.00
Cablevision	\$49.95 X 12 months	- 599.40
Rent	\$660.00 X 12	- 7,920.00
State Ins. Fund per year		- 235.00
ADP	103.60 X 12 months	- 1,243.20
Legal fees by law		- 3,000.00
Advertizing per year		- 50,000.00
Office supplies		- 500.00

Events

Long Island Sciences Center	Toy Tech.	- 10,000.00
East End Arts Council	Comm. Mosaic	- 3,000.00
	Drumming	- 2,000.00
	Cross Pollination	- 2,000.00
	Downtown Main	
	Street Art Gallery	- 6,000.00
Townscape, Inc.	Summer Concerts	- 3,000.00
	Annual Country Fair	- 3,000.00

Riverhead BID Mgmt. Assoc.	1st. Annual Cardboard Boat Race	- 4,000.00
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Riverhead BID Mgmt. Assoc.	Fourth of July Weekend Celebration	
	Kirby Jolly Band	- 3,800.00
	Brady Reimer's Children Show	- 3,200.00
	Fireworks	- 7,000.00

Riverhead BID Mgmt. Assoc.	Annual Bonfire in downtown	- 2,000.00
	Annual New Year's Eve Fireworks	- <u>7,000.00</u>

\$139,850.16

Total

6/2/2010

ADOPTED

TOWN OF RIVERHEAD

Resolution # 467

DECLARES PUBLIC EMERGENCY REGARDING FLOODING AT GEORGE YOUNG COMMUNITY CENTER AND AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH DURACLEAN FOR EMERGENCY FLOOD DAMAGE REMEDIATION AT GEORGE YOUNG COMMUNITY CENTER,

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to Northeaster Storm which carried with it extremely high winds and torrential rains, several locations within the Town of Riverhead were devastated by flooding, including several Town buildings and facilities open to the public, including Town Hall and the George Young Community Center; and

WHEREAS, the areas or portions of the Town buildings and facilities damaged by flooding require immediate remediation; and

WHEREAS, the health, safety and welfare of the inhabitants of the Town of Riverhead is of paramount concern to the Town of Riverhead; and

WHEREAS, the Town Board, by resolution dated May 18, 2010, did declare the conditions existing at Town Hall, a building occupied by town employees and visited by members of the public on a daily basis, to be an emergency under General Municipal Law section 103(4) and authorized the Supervisor to enter into a contract for immediate remediation of the flood damage at that location; and

WHEREAS, the Town Board, by resolution adopted on May 24, 2010, determined it appropriate to publicly bid the flood remediation required at the George Young Community Center and authorized the Town Clerk to publish and post a notice to bidders for flood remediation; and

WHEREAS, pursuant to the Notice to bidders all bids must be filed on or before June 1, 2010 and all such bids were to be publicly opened and read aloud on June 1, 2010 at 11:00 am; and

WHEREAS, the Town Clerk reported to the Town Board that no bids were received by the deadline set in the Notice to Bidders, and

WHEREAS, time is of the essence with respect to remediation of the George Young Community Center as this location is vital to the Town's summer recreation programs and June 22, 2010 is the date/deadline for Suffolk County Health Department inspection and approval; and

WHEREAS, these programs provide recreational opportunities for resident's children during the summer months and registration is complete such that many residents have relied upon the program not simply for the recreational opportunities the programs promise to provide, but the supervision and care of the children during typical work hours, and

WHEREAS, the Town has no alternative site to host the programs and based upon same and all of the information recited above, the Town Board declares that flood remediation at the George Young Community Center to be a public emergency under General Municipal Law section 103(4); and

WHEREAS, the Town Board has reviewed and considered three proposals submitted prior to the public bid process and after review related to qualifications and costs, the Town of Riverhead shall retain the services of Duraclean to alleviate, evaluate and complete the clean-up of the mold growing in George Young Community Center; and

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is authorized to execute the attached Professional Services Agreement with Duraclean; 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

On a motion of Councilman Wooten, seconded by Councilman Dunleavy resolution #467 was TAKEN OFF THE FLOOR

YES – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter
NO – 0

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the day of , 2010 between the TOWN OF RIVERHEAD (hereinafter "Town"), a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York 11901, and DURACLEAN, a corporation existing under the laws of the State of New York, with a principal place of business at 3 Beach Plum Lane, Middle Island, NY 11953.

WITNESSETH:

WHEREAS, the Town has requested the services of DURACLEAN for the purposes of conducting emergency remediation flood damage and related issues at George Young Community Center located at South Jamesport Avenue, Jamesport, NY, and

WHEREAS, the following reflects the terms and conditions of the parties professional services agreement and encompasses all work to be conducted by DURACLEAN, and includes all work to be conducted by DURACLEAN.

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

1. Scope of services

The Town hereby retains the services of DURACLEAN for the purposes of emergency remediation of flood damage at George Young Community Center as set forth in Schedule A annexed hereto and made a part hereof. During the term of this Agreement, Consultant shall furnish the services set forth below as an independent DURACLEAN and not as an employee of Town.

2. Term of Agreement

This Agreement shall commence upon the execution of same, and DURACLEAN acknowledges that time is of the essence and represents that the tasks outlined in paragraph one, including all tasks identified in Schedule A will be completed within 14 days of commencement. Contractor acknowledges that remediation must be complete and ready for Suffolk County Health Department inspection on or before June 22, 2010. This Agreement may be terminated by either party and for any reason upon 3 days written notice to the other party. In that event, DURACLEAN shall be compensated only for the value of services and expenses incurred in accordance with this agreement. Paragraphs 5, 6 and 7 herein shall survive the termination of this agreement.

3. Compensation for service

For these services Town of Riverhead will pay DURACLEAN a fee not to exceed Twenty Six Thousand Nine Hundred Fifty and 00/100 (\$26,950.00) for the services described in paragraph one, including all tasks identified in Schedule A. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that DURACLEAN provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by DURACLEAN except for expenses expressly provided for in the attached schedule (NONE). The Town has made available and DURACLEAN has inspected the premises and DURACLEAN has represented that it shall meet all criteria set forth in this agreement. DURACLEAN acknowledges that due to the scope of the work DURACLEAN may encounter certain areas of concentrated mold requiring special attention and some areas that may require special coordination such that it

is understood that DURACLEAN will not attempt to seek additional monies for hardships that may arise related to any of the above, including but not limited to, effort, time or the amount of material/equipment (i.e. HEPA filters, Vacuum, Antimicrobial bio-wash) required to complete the tasks identified in this agreement.

4. Modifications to Agreement

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to DURACLEAN, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the DURACLEAN determines that a change order is required, DURACLEAN shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, DURACLEAN must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the DURACLEAN and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

5. Performance of Professional Services

DURACLEAN acknowledges that TIME IS OF THE ESSENCE and will perform its service hereunder in a timely manner such that the site is ready for inspection by Town of Riverhead and Suffolk County Health Department **required inspection for program(s) approval and compliance with the Laws of Suffolk County.

DURACLEAN shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to DURACLEAN by the Town. DURACLEAN shall perform its services in accordance with the professional standards applicable to the services provided, i.e. flood damage remediation, at the time such services are rendered.

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

Except as otherwise provided herein, the parties agree that DURACLEAN'S liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. Insurance, Indemnity And Liability

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

DURACLEAN understands and recognizes that in conducting the work authorized by this agreement its employees and/or agents may have access to confidential or sensitive Town documents and/or records. DURACLEAN agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. DURACLEAN

agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. DURACLEAN shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Disputes

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

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

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

TOWN OF RIVERHEAD

DURACLEAN

By: _____
Sean M. Walter, Supervisor

By: _____