

CDA RESOLUTION LIST:

CDA

Res. #21 Express Support for the Establishment of a YMCA at EPCAL on Property Adjoining the Town's Park

TOWN BOARD RESOLUTION LIST:

- Res. #784 Approves the Riverhead Water District's Purchase of Property Described as SCTM #0600-84-1-p/o 18.2
- Res. #785 Approves the Riverhead Water District's Transfer of Property Described as SCTM #0600-125-1-p/o 4.2 to the Town of Riverhead
- Res. #786 Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-4. One-Way Streets)(Cedar Street, Riverhead)
- Res. #787 Authorizes the Town Clerk to Publish and Post Public Notice of Public hearing to Consider a Proposed Local law for an Amendment to Chapter 101 "Vehicles & Traffic" for the Riverhead Town Code (§101-10. Parking Prohibited) (Cedar Road, W.R., Hulse Landing Road, W.R., Second Street, Riverhead)
- Res. #788 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-17, Parking by Permit) (Hulse Landing Road, North Wading River Road, Wildwood Road, W.R.)
- Res. #789 Authorizes the Town Clerk to Publish and Post Notice of Public Hearing to Consider the Adoption of the 2011 Preliminary Annual Budget for the Town of Riverhead
- Res. #790 Authorizes the Supervisor to Execute an Amended Renewal Agreement with Nextiraone, LLC, d/b/a Black Box Network Services for Telephone Maintenance
- Res. #791 Authorizes the Supervisor to Execute a Musical Works License Agreement with SESAC LLC
- Res. #792 Awards Bid for Water Service Materials for Use in the Riverhead Water District
- Res. #793 Authorizes Town Clerk to Publish & Post Notice to Bidders for Electric Motor Emergency Repair/Replacement
- Res. #794 Ratifies the Appointment of Part-Time Police Officers and Places Them on a Leave of Absence (Susan Agate, Matthew Neknez and Christopher Pendzick)

- Res. #795 Authorizes Community Development Department to Prepare Grant Application for New York State Department of Environmental Conservation Clean Vessel Assistance Funding
- Res. #796 Ratifies the Reinstatement of an Employee to Active Status (Timothy McAllister)
- Res. #797 Resolution Repealing Certain Previously Adopted Serial Bond Authorizations
- Res. #798 Riverhead Sewer District Budget Transfer for Unanticipated Repairs of Pump Bases
- Res. #799 Authorization to Publish Advertisement for Work Clothes
- Res. #800 Authorization to Publish Advertisement for Milk for the Town of Riverhead
- Res. #801 Authorization to Publish Advertisement for Propane for the Town of Riverhead
- Res. #802 Approves the Chapter 90 Application of Abate of NY Long Island Chapter (St. Mary's Food and Toy Motorcycle Run – November 7, 2010)
- Res. #803 Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders for the East End Arts Council Site Improvement Project
- Res. #804 Establishes Definite Terms and Appoints Board Members to the IDA
- Res. #805 Discontinues Hold-Over Terms for IDA Board of Directors
- Res. #806 Authorize the Supervisor to Execute all Documents Required to Effectuate the Transfer of Property Between the Town and the Riverhead Fire District Pursuant to 72-h of the General Municipal Law
- Res. #807 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled "Vehicles & Traffic" (§101-5 Speed limits – River Road)
- Res. #808 Pays Bills

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

Resolution #21

**EXPRESSES SUPPORT FOR THE ESTABLISHMENT OF A YMCA
AT EPCAL ON PROPERTY ADJOINING THE TOWN'S PARK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board has been working with YMCA to find an appropriate location for the development of a new YMCA facility within the Town of Riverhead, and

WHEREAS, the Town has encouraged the YMCA to locate where it can be most accessible to all Town residents and where it has the opportunity to expand as needed or desired, and,

WHEREAS, the Town Board would also prefer that the YMCA locate near or adjacent Town of Riverhead planned recreational facilities at EPCAL to maximize recreational opportunities in close proximity to one another,

NOW, THEREFORE, it is hereby

RESOLVED, that the Town Board, acting in its capacity as the Community Development Agency (CDA) Board, supports the location of the YMCA on approximately 8 acres adjacent and to the east of the Town of Riverhead Park at EPCAL, and be it further

RESOLVED, that any grant of land by the CDA Board would be subject to YMCA's compliance with the provisions of Article 15 of the General Municipal Law and a determination by the CDA Board that YMCA is a qualified and eligible sponsor pursuant to the Urban Renewal Law of the State of New York, and be it further,

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of Community Development and 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 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 784

**APPROVES THE RIVERHEAD WATER DISTRICT'S PURCHASE OF PROPERTY
DESCRIBED AS SCTM #0600-84-1-P/O 18.2**

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 the Water District's purchase of a portion of property described as SCTM #0600-84-1-p/o 18.2 owned by the Estate of Rolle for the purpose of providing access for pedestrian and vehicle travel and access to utilities lying in and along said property limited to the purposes set forth in original lease agreements with Verizon Wireless and MetroPCS; and

WHEREAS, a public hearing was held on the 5th day of October, 2010 at 2:05 o'clock pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, does hereby authorize the Riverhead Water District to retain the services of such licensed professionals as may be required to effectuate the transfer of title to the subject property; authorize the Supervisor to execute a contract of sale and such other documents necessary to effectuate the transfer of title to the subject property; authorize the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 and purchase price of \$50,000.00 with reimbursement of the purchase price to be paid by the wireless communications carriers, Verizon Wireless and MetroPCS; and finally, authorize the Supervisor to execute amended lease agreements with Verizon Wireless and MetroPCS which shall include a provision requiring payment of \$25,000.00 by both Verizon Wireless and MetroPCS upon issuance of certificates of occupancy related to the wireless communications system installed on property owned by the Water District or within 120 days from full execution of the amended lease agreements, whichever event occurs first; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Counsel for Estate of Rolle, Janice L. Snead., Twomey, Latham, Shea,

Kelley, Dubin & Quartararo, LLP, P.O. Box 9398, Riverhead, NY 11901; Counsel for Verizon Wireless, Steven H. Mark, Esq., Amato Law Group, PLLC, 666 Old Country Road, Suite 01, Garden City, NY 11530; Counsel for MetroPCS, Nate Lamson, Esq., Highlander Consultants, Inc., 99 West Main Street, East Islip, NY 11730; the Accounting Department and the Town Attorney's Office; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 785

**APPROVES THE RIVERHEAD WATER DISTRICT'S TRANSFER OF PROPERTY
DESCRIBED AS SCTM #0600-125-1-P/O 4.2 TO THE TOWN OF RIVERHEAD**

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 the Water District's transfer of a portion of property described as SCTM #0600-125-1-p/o 4.2 (approximately 3.6992 acres) known as the Firematics Training Facility owned by the Riverhead Water District to the Town of Riverhead; and

WHEREAS, a public hearing was held on the 5th day of October, 2010 at 2:15 o'clock pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, does hereby authorize the Riverhead Water District to execute and deliver to the Town of Riverhead a quit claim deed conveying the subject property described as SCTM #0600-125-1 p/o 4.2 (more fully described in survey prepared by Young & Young dated March 11, 2010) subject to a permanent easement over a portion of the property in favor of the Riverhead Water District for the purpose of accessing, monitoring, repairing and improving the 12" underground transmission main which distributes water to and within the Water District and a 15' wide easement along the easterly boundary of the property to enable the Water District, Town and such other beneficiaries designated by the Town to access other Water District and Town facilities and/or Columbus Avenue from Route 58, such that the Town may exchange this property with property owned by the Riverhead Fire District for the purpose of carrying out and achieving a benefit to the residents of the municipality; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Water District and the Town Attorney's Office; and be it further

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

10.19.2010
100786

ADOPTED

TOWN OF RIVERHEAD

Resolution # 786

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-4. One-way streets.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 28, 2010 issue of the News-Review newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of November, 2010 at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-4. One-way streets.

The streets or portions thereof listed below are hereby designated as one-way streets, and traffic shall travel on such only in the direction indicated:

Street	Direction	Limits
Cedar Street	North	Between Court Street and Railroad Street

- Overstrike represents deletion(s)

Dated: Riverhead, New York
October 19, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 787

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD
TOWN CODE (§101-10. Parking prohibited.)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 28, 2010 issue of the News-Review newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 16th day of November, 2010 at 7:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

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

Name of Street	Side	Location
Cedar Road	Both	From a point at its intersection with Hulse Landing Road westerly for a distance of 100 feet <u>Entire length</u>
<u>Hulse Landing Road</u>	<u>West</u>	<u>From its intersection with 15th Street in a northerly direction to its intersection with North Wading River Road</u>
<u>Second Street</u>	<u>North</u>	<u>From its intersection with Ostrander Avenue in an easterly direction to its terminus</u>

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

Dated: Riverhead, New York
October 19, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 788

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT OF CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD
TOWN CODE (§101-17. Parking by permit.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 28, 2010 issue of the News Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from DocuLex and, if needed, a 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 Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 16th day of November, 2010 at 7:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-17. Parking by permit.

The parking of vehicles bearing valid beach parking permits is hereby permitted in the following locations where parking is otherwise prohibited:

Street	Side	Location
<u>Hulse Landing Road</u>	<u>East</u>	<u>From a point at its intersection with 15th Street in a northerly direction to its intersection with North Wading River Road</u>
<u>North Wading River Road</u>	<u>Both</u>	<u>From the entrance of Wildwood State Park in a westerly direction to its intersection with Wildwood Road</u>
<u>Wildwood State Park Access Road</u>	<u>Both</u>	<u>From a point at its intersection with Hulse Landing Road in an easterly direction to the entrance of Wildwood State Park</u>

- Underline represents addition(s)

Dated: Riverhead, New York
October 19, 2010

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

10.19.2010
100789

ADOPTED

TOWN OF RIVERHEAD

Resolution # 789

**AUTHORIZES THE TOWN CLERK TO
PUBLISH AND POST NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION OF THE 2011
PRELIMINARY ANNUAL BUDGET FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be, and is hereby directed to publish the attached Public Notice in the October 21, 2010 issue of The News Review.

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a Public Hearing will be held on the 3rd day of November, 2010 at 2:30 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons to consider the adoption of the 2011 Annual Budget for the Town of Riverhead, which shall include the following specific items:

ELECTED OFFICIALS' SALARIES

<u>Position</u>	<u>Proposed Salary</u>
Town Supervisor	\$115,148
Town Board Councilpersons (4)	\$47,598
Town Receiver of Taxes	\$69,597
Town Assessors (2)	\$72,386
Town Assessor – Chair (1)	\$81,718
Town Clerk	\$72,386
Town Justices (2)	\$73,012
Highway Superintendent	\$81,845

PLEASE TAKE FURTHER NOTICE, that a copy of the Preliminary Budget is available on the Town's website at Riverheadli.com and in the Office of the Town Clerk for inspection during normal business hours, Monday through Friday, 8:30 a.m.–4:30 p.m.

DATED: Riverhead, New York
October 21, 2010

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 790

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AMENDED RENEWAL AGREEMENT WITH NEXTIRAONE, LLC, d/b/a BLACK BOX NETWORK SERVICES FOR TELEPHONE MAINTENANCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Town Hall, Town Hall West, Town Hall South, Highway Department building, Municipal Garage building, Water District building, Senior Citizen Center and Parks and Recreation building require telephone maintenance service on a continuous basis due to the nature of the buildings' activities; and

WHEREAS, NextiraOne, LLC, d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$41,672.80 during the proposed two year period of the Agreement; and

WHEREAS, the Riverhead Town Board previously approved an agreement regarding the above-stated subject matter pursuant to Resolution #684 as adopted at the September 8, 2010, Town Board meeting; and

WHEREAS, the respective parties have agreed upon additional de minimis amendments which requires further town board approval.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached amended renewal agreement with NextiraOne, LLC, d/b/a Black Box Network Services for telephone maintenance at the above referenced locations for a fee of \$41,672.80; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC, d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343; the Town Engineering Department, the Financial Administrator; and the Office of the Town Attorney; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AMENDED CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 1st of November, 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 (hereinafter referred to as "Town") and NextiraOne, LLC d/b/a Black Box Network Services, a Delaware limited liability company, with a principal place of business at 5101 Shady Oak Road, Minnetonka, MN 55343 (hereinafter referred to as "Consultant" or "Black Box").

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

1. SCOPE OF SERVICES

During the Term of this Agreement, Consultant shall furnish the Services set forth in the applicable Schedule *A* to the Black Box Maintenance Services Agreement ("MSA"), both documents attached hereto and made a part hereof. Capitalized terms not otherwise defined herein shall have the meaning given them in the MSA. Except as specifically set forth herein, all terms and conditions of the MSA shall remain in full force and effect. In the event of a conflict between this Agreement and the attached Schedule *A* and MSA, this Agreement shall control. These Services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on November 1, 2010 and terminate on October 31, 2012.

3. PAYMENT

For these Services, Town will pay Consultant at the rates and in the time frame set forth in the attached MSA and applicable Schedule *A*. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the applicable Schedule *A*, as attached hereto. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the applicable Schedule *A*. Invoices for Services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred for reimbursable expenses or services rendered consistent with the pricing terms of the Maintenance Services Agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement ("Deliverables"), as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and

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

As part of Consultant's performance of its obligations hereunder, Consultant may utilize proprietary technology, information, works of authorship or products that have not been created specifically for Town or in connection with Consultant's performance of this Agreement, including without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, inventions, know-how, techniques or data, which have been originated, developed or purchased by Consultant or by third parties under contract to Consultant (all of the forgoing, collectively, "Consultant's Information"). Consultant's Information will be the sole property of Consultant and will be deemed not to be Deliverables. If any Deliverable incorporates, or is a derivative work of, any Consultant's Information, Consultant hereby grants to Town a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, license to use such Consultant's Information without indentifying or seeking the consent of Consultant.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine at Consultant's facility during normal business hours any directly pertinent books, documents, papers and records of Consultant 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 Consultant, issue additional instructions, require additional services or direct the omission of

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

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, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343 with a copy to: Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055, Attention: General Counsel.

10. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its Services under this Agreement. Consultant will notify own immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. With the exception of Consultant's April 30, 2006, guilty plea to one-count of wire fraud in the District of South Dakota arising out of its participation in the E-Rate Program, a program supervised by the Federal Communications Commission ("FCC") to provide discounted telecommunications products and services to schools and libraries, Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

11. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against

Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

12. CONFLICT OF INTEREST

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

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 Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town 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, such venue being Suffolk County, New York. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

By: Sean M. Walter, Supervisor
TOWN OF RIVERHEAD

By:
Title:
NextiraOne, LLC
d/b/a Black Box Network Services

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60157
Project Number: CN287900 - 10
Customer Name: Town of Riverhead
Site Name: Town Hall
Site Number: 10052578
Address: 200 Howell Ave.
City, State Zip: Riverhead NY 11901
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 200 Howell Ave.
City, State Zip: Riverhead NY 11901
System Type: OptiIC
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek
Ports: 283

Services Package:

- Comprehensive Plan

Service Features:

- Major Calls - 90 Minute Response Time - 24 X 7
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Component Pricing		
Analog 2500 Set	Sets	80
All Nortel Digital Sets (except M3900)	Telephone	149
Call Pilot Comprehensive	Port	6
Modems/SEB	Modem	
Alarm Monitoring	System	
Additional Equipment		
Telephony Manager		
Batteries - preventative mntc only		
All Printers and Terminals		
GE4300883-PASS Basic for CallPilot		
GE4300AQQ-PASS Basic for CS1000		
Includes coverage for Carrier Remotes at 1038701 and 1044085		

Black Box Service Pricing Summary

Description	Total
Black Box Services - Base System Package Price	\$8,490.00
Total Equipment	\$1,800.00
Total Additional Equipment	
Total Price	\$12,609.58
Total (Annual)	\$12,609.58
Total (Term)	\$25,219.15

Customer Initials.

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote XD: 60159
Project Number: CN324385 - 10
Customer Name: Town of Riverhead
Site Name: Highway Department
Site Number: 10517548
Address: 1177 Osborne Avenue
City, State Zip: Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 1177 Osborne Avenue
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (OX16)	Station	8
Norstar Vc Mall Mod. 2/4	Each	1

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,553.76
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,107.52

Customer Initials.

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60160
Project Number: CN324384 - 10
Customer Name: Town of Riverhead
Site Name: Municipal Garage
Site Number: 10537688
Address: Mechanic Maintenance Facility, 1412 Old Country Road
City, State Zip: Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: Mechanic Maintenance Facility, 1412 Old Country Road
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8 1
Norstar Vc Mail Mod. 2/4	Each	

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,553.76
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,107.52

Customer Initials

Date.

OBLACK BOX Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60165
Project Number: 92929292
Customer Name: Town of Riverhead
Site Name: Parks and Recreation
Site Number: 1045479
Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Patty Lewis

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

Norstar System	Unit	Quantity
Norstar CICS (0X16)	Station	8 1
Call Pilot 100	Each	

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,800.00
Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,600.00

Customer Initials.

Date.

Quote ID: 60161
Project Number: CN322830
Customer Name: Town of Riverhead
Site Name: Senior Center
Site Number: 10528767
Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	121
Norstar Vc Mall Mod. 2/4	Each	

Additional Equipment

Paging System no speakers

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,519.30
Minimum billing of \$126.61/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,038.60

Customer Initials

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: Project **60158**
Number: Customer CN328026- 10 Town
Name: Site Name: of Riverhead Water
Site Number: District 1041749
Address: City, State 1035 Pulaski Street
Zip: Contact Name: Riverhead NY 11901
Contact Phone: Leisa Sollazzo (631)
Billing Address: 727-3200 1035
City, State Zip: Pulaski Street
System Type: Riverhead NY 11901
Service: Norstar
Contract Start Date:
Contract End Date: **9/1/2010**
Contract Term: **8/31/2012**
Sales Person Name: **2**
 Karen Peek

Services Package:
 • Norstar Standard

Service Features:
 • Major Calls - 3 Hour Response Time - 8-5 M-F
 • Minor Calls - 24 Hour Response Time - 8-5 M-F
 • Corrective Maintenance
 • Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station 1	9
Additional Equipment		
Startalk Flash Model 4		

1

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,800.00
Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,600.00

Customer Initials.

Date

Customer Inventory Schedule A/ Master Exhibit A

Town Hall	10052578	CN207900	200 Howell Ave.	Riverhead	NY	11901	Opt. 11C	Call Pilot, Telephony Mgr	Comprehensive	9/1/2010	8/31/2012	\$ 12,609.58	S 25,219.15
Town Hall West	1038701	CN322039	1295 Pulaski St.	Riverhead	NY	11901	Mini Carrier Remote*	N/A	Comprehensive	9/1/2010	8/31/2012	\$	S
Town Hall South	1044085	CN334006	755 E. Main St.	Riverhead	NY	11901	Mini Carrier Remote*	N/A	Comprehensive	9/1/2010	8/31/2012	\$	S
Water District	1041749	CN328026	1035 Pulaski St.	Riverhead	NY	11901	NorstarCICS	Startalk Flash Model 4	Norstar Standard	9/1/2010	8/31/2012	\$ 1,800.00	S 3,600.00
Highway Dept.	10517548	CN324385	1177 Osborne Ave.	Riverhead	NY	11901	NorstarCICS	Norstar VM Model 2/4	Norstar Standard	9/1/2010	8/31/2012	\$ 1,553.76	S 3,107.52
Municipal Garage	10537688	CN324384	1412 Old Country Rd. Mechanic Maintenance Facility	Riverhead	NY	11901	NorstarCICS	Norstar VM Model 2/4	Norstar Standard	9/1/2010	8/31/2012	\$ 1,553.76	S 3,107.52
Sr. Citizens Ctr.	10528767	CN322830	60 Shndctree Lane	Aquebogue	NY	11931	NorstarCICS	Norstar VM Model 2/4	Norstar Standard	9/1/2010	8/31/2012	\$ 1,519.30	S 3,038.60
Parks & Recreation	1045479	CN337034	55 Columbus Avenue	Riverhead	NY	11901	NorstarCICS	Can Pilot 100	Norstar Standard	9/1/2010	8/31/2012	\$ 1,800.00	S 3,600.00
												TOTAL \$ 20,836.40	\$ 41,672.79
*Pricing for 10052578 includes ports for both Carrier Remote locations: 1038701 & 1044085													
Billing Address for all locations: 200 Howell Ave., Riverhead, NY 11901 Attn: Leisa Soliazzo													

By: _____

Date: _____

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60157
Project Number: CN287900 - 10
Customer Name: Town of Riverhead
Site Name: Town Hall
Site Number: 10052578
Address: 200 Howell Ave.
City, State Zip: Riverhead NY 11901
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 200 Howell Ave.
City, State Zip: Riverhead NY 11901
System Type: OptiIC
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek
Ports: 283

Services Package:

- Comprehensive Plan

Service Features:

- Major Calls - 90 Minute Response Time - 24 X 7
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Component Pricing		
Analog 2500 Set	Sets	80
All Nortel Digital Sets (except M3900)	Telephone	149
Call Pilot Comprehensive	Port	6
Modems/SEB	Modem	
Alarm Monitoring	System	
Additional Equipment		
Telephony Manager		
Batteries - preventative mntc only		
All Printers and Terminals		
GE4300883-PASS Basic for CallPilot		
GE4300AQQ-PASS Basic for CS1000		
Includes coverage for Carrier Remotes at 1038701 and 1044085		

Black Box Service Pricing Summary

Description	Total
Black Box Services - Base System Package Price	\$8,490.00
Total Equipment	\$1,800.00
Total Additional Equipment	
Total Price	\$12,609.58
Total (Annual)	\$12,609.58
Total (Term)	\$25,219.15

Customer Initials.

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote XD: 60159
Project Number: CN324385 - 10
Customer Name: Town of Riverhead
Site Name: Highway Department
Site Number: 10517548
Address: 1177 Osborne Avenue
City, State Zip: Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 1177 Osborne Avenue
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8
Norstar Vc Mall Mod. 2/4	Each	1

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,553.76
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,107.52

Customer Initials.

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60160
Project Number: CN324384 - 10
Customer Name: Town of Riverhead
Site Name: Municipal Garage
Site Number: 10537688
Address: Mechanic Maintenance Facility, 1412 Old Country Road
City, State Zip: Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: Mechanic Maintenance Facility, 1412 Old Country Road
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8 1
Norstar Vc Mail Mod. 2/4	Each	

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,553.76
Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,107.52

Customer Initials

Date.

0BLACK BOX Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60165
Project Number: 92929292
Customer Name: Town of Riverhead
Site Name: Parks and Recreation
Site Number: 1045479
Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Patty Lewis

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

Norstar System	Unit	Quantity
Norstar CICS (0X16)	Station	8 1
Call Pilot 100	Each	

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,800.00
Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,600.00

Customer Initials.

Date.

Quote ID: 60161
Project Number: CN322830
Customer Name: Town of Riverhead
Site Name: Senior Center
Site Number: 10528767
Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
Contact Name: Leisa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	121
Norstar Vc Mall Mod. 2/4	Each	
Additional Equipment		
Paging System no speakers		

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,519.30
Minimum billing of \$126.61/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,038.60

Customer Initials

Date.

Customer Inventory Schedule A - Maintenance Pricing

Quote ID: Project **60158**
Number: Customer CN328026- 10 Town
Name: Site Name: of Riverhead Water
Site Number: District 1041749
Address: City, State 1035 Pulaski Street
Zip: Contact Name: Riverhead NY 11901
Contact Phone: Leisa Sollazzo (631)
Billing Address: 727-3200 1035
City, State Zip: Pulaski Street
System Type: Riverhead NY 11901
Service: Norstar
Contract Start Date:
Contract End Date: **9/1/2010**
Contract Term: **8/31/2012**
Sales Person Name: **2**
 Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station 1	9
Additional Equipment		
Startalk Flash Model 4		

1

Black Box Service Pricing Summary

Description	Total
Total (Annual)	\$1,800.00
Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	
Total (Term)	\$3,600.00

Customer Initials.

Date

1. **AGREEMENT.** This Maintenance Services Agreement is between Town of Riverhead ("you" or "Customer") and NextiraOne, LLC d/b/a Black Box Network Services and its operating entities (collectively, "Black Box"), and sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and licenses the associated software (collectively, the "System") as described in the attached Customer Inventory Schedule(s). Black Box agrees to furnish such requested maintenance services (hereinafter referred to as "Maintenance" or "Services") for the System. The System and its location(s) (the "Premises") are described in the Order and the Customer Inventory Schedule(s). Customer will be provided Services by NextiraOne, LLC d/b/a Black Box Network Services and/or its applicable subsidiaries and affiliates, with work performed in California by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee by NXO Installation, LLC. This Agreement consists of these terms and conditions, signed order form(s) (individually the "Order" and collectively the "Orders"), a Scope of Work ("SOW") if applicable, Customer Inventory Schedule(s), a Service Plan if applicable, and applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below).

2. **TERM.** The term of this Agreement shall commence on November 1, 2010 (the "Effective Date"), and will terminate on October 31, 2012 (the "Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term.

3. **SERVICE FEE.** The price for Services, excluding applicable taxes, is set forth on the Order (the "Service Fee"). The Service Fee, plus all applicable taxes, shipping, handling and other charges, is due annually in advance, unless otherwise agreed in writing by the parties and set forth on the Order. Customer is responsible for and agrees to pay all applicable taxes or provide evidence of its tax exempt status no later than the date of any Order. If sales or use taxes are not invoiced or collected, and it is later determined that sales or use taxes apply, Customer agrees to pay such taxes, with any interest or penalties. All charges are due on receipt of invoice.

4. **SERVICE FEE ADJUSTMENTS.** Black Box may increase the Service Fee for Customer requested additions to or moves of components of the System and additions or changes to the configuration of the System, a component of the System, including any upgrades and new peripheral devices ("Modifications"). Black Box will maintain modifications performed by a party other than Black Box only if Customer's modified system is verified by Black Box at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay Black Box's then current time and materials rates for such verification efforts in the event Black Box agrees to maintain such modifications.

5. **ORDERING PROCEDURES.** Customer shall sign an Order, in the form set forth as Exhibit A, for Maintenance ordered during the Term. Multiple Services may be ordered under one Order. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement.

6. **SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by: (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to Black Box or a defect in the System that is not eligible for Service under the SOW or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in Black Box manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repair(s) to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the System without Black Box's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the power company or other transmission providers; or (viii) any other service not required to keep the System in good operating condition for normal use. (B) When Black Box determines that the System or any component thereof can no longer be effectively maintained for any reason, including but not limited to,

usage, environmental conditions, or lack of readily available replacement parts or Software, Black Box shall provide Customer at least thirty (30) days written notice and reserves the right to cancel, in whole or in part, its Service obligations for a System or any component thereof. In the event of such cancellation, Black Box shall provide Customer a prorated refund.

7. **CUSTOMER RESPONSIBILITIES.** Customer will: (i) allow Black Box access to all Customer Premises necessary for the performance of work; (ii) comply with all local codes, including, the National Electrical Code; (iii) authorize Black Box, at Customer's expense, to make service requests upon third parties for System interconnection requirements; (iv) cooperate with Black Box's requests for assistance in testing; (v) be responsible for providing adequate back-up of data and for restoring data to a repaired System; (vi) immediately notify Black Box of any anticipated delay in facility availability; (vii) be responsible for implementation and maintenance of security features for defense of the System against unauthorized intrusion or long distance calling, e.g., toll fraud, and Customer will be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the System; (viii) provide remote access to its equipment for remote diagnostics and in the event that the Customer fails to provide such remote access or demands an immediate dispatch, Black Box may bill Customer a service call fee for any such service calls; (ix) document and report Equipment malfunctions after discovery; and (x) pay, at Black Box's then current time and material rates, for any expenses related to delays resulting from conditions at the Premises.

8. **SOFTWARE LICENSE.** (A) **Direct License.** Customer acknowledges that Customer's Software license is granted directly by the Software publisher or equipment manufacturer from which the Software is provided, and not by Black Box. Customer agrees to be bound by the Software publisher's or equipment manufacturer's Software license agreement attached to the Order. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. (C) Notwithstanding any other provision of this Agreement, Customer's failure to comply with the terms of this Section shall be deemed a material breach and Black Box shall be entitled to immediately terminate this Agreement and all of Customer's rights and privileges to the Software, and to seek injunctive and other equitable relief.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. If Customer breaches this Section, Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.

10. **MAINTENANCE OBLIGATIONS.** Black Box's Maintenance obligations are set forth in this Section, the SOW and/or the Service Plan (if applicable), attached to each Order. Black Box shall respond to System failures, either on-site or remotely, pursuant to the applicable Service Plan. Maintenance, unless otherwise stated in the SOW or applicable Service Plan, shall include furnishing parts and labor necessary to maintain the System in good operating condition in accordance with the manufacturer's specifications for service and maintenance. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new.

11. **LIMITED WARRANTY.** BLACK BOX WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY BLACK BOX AT BLACK BOX'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. BLACK BOX DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND TOLL FRAUD OR COMPUTER VIRUSES OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE.

12. LIMITATION OF LIABILITY. (A) IN NO EVENT SHALL BLACK BOX BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. **WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF BLACK BOX FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS.** This limitation applies notwithstanding any failure of essential purpose of such limited remedy. (B) Black Box shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to Black Box's repair of the System or component, or if the System or component cannot be repaired, as determined by Black Box in its sole discretion, replacement with a comparable System or component or a prorated refund.

13. INDEMNIFICATION. Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing.

14. TERMINATION. The non-breaching party may terminate this Agreement and/or any outstanding Order and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; or (iii) Customer either refuses to permit Black Box to perform its obligations under this Agreement, acknowledges its intent to terminate or cancel this Agreement or any Order or terminates or cancels this Agreement or any Order for any reason other than a default by Black Box under this Section. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order placed hereunder, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, in addition to paying Black Box for all costs incurred in providing the Services up to the date of termination, Customer is liable for an amount equal to three (3) times the monthly Service Fee. The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above.

15. CONFIDENTIALITY. During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

16. FORCE MAJEURE. Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's

reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lighting.

17. NOTICES. Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 5101 Shady Oak Road, Minnetonka, MN 55343. Customer shall notify Black Box of any changes to its address.

18. GENERAL PROVISIONS. (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior consent. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to its choice of laws principles. (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the Services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) applicable product/service addenda; (iii) the Scope of Work; (iv) applicable Service Plan(s); (v) any Order; and (vi) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature to bind the other party. (K) **Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Town of Riverhead [CUSTOMER]

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

NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES

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

Contract Number: 10537688

TOWN OF RIVERHEAD

Resolution # 791

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MUSICAL WORKS
LICENSE AGREEMENT WITH SESAC LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

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

WHEREAS, SESAC LLC represents the holders of copyrights for many of such musical works; and

WHEREAS, SESAC LLC will provide a license granting permission to the Town of Riverhead to play all of the works of copyright holders SESAC LLC represents for a fee of \$563.00 for calendar year 2010.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement with SESAC LLC for the right to play pre-recorded music represented by SESAC LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to SESAC LLC, 55 Music Square East, Nashville, TN, 37203; the Accounting Department; Parks and Recreation; Senior Citizen's Services and the Office of the Town Attorney; and be it further

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

(Legal Name of Entity) _____ ("LICENSEE")

(Billing Address) _____

(City, State, ZIP) _____

Telephone: _____ Fax: _____ E-mail: _____

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of January 1, 2010 (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name	Town of Riverhead
Location	200 Howell Ave Riverhead, NY 11901 (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

- A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");
- B. the right to grant the Rights to any third party;
- C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
- D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.
- F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.
- G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an Initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory, or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____
Please insert today's date

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

10.19.2010
100792

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION # 792

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, bids were received, opened and read aloud on the 30th day of September, 2010, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for water service materials be and is hereby awarded per the attached summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763; Friendly Bytes Software, Inc., 300 Rabro Drive Suite 148, Hauppauge, New York, 11787; Joseph G. Pollard Co., Inc., 200 Atlantis Avenue, New Hyde Park, New York, 11040; T. Mina Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742; USABluebook, PO Box 9006, Gurnee, IL, 60031-9006; Water Department, Purchasing Agent and the Office of Accounting.

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
1	Ford ¾" F1000-3 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal				\$ 17.98	
2	Ford 1" F1000-4 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.				\$ 27.19	
3	Ford 1½" FB1000-6 ballcorp taper thread inlet by pack joint outlet for copper or plastic tubing (CTS)				\$ 69.99	
4	Ford 2" FN1000-7 ballcorp awwa/cc taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.				\$ 115.75	
5	Ford 2" FB1100-7 ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS)				\$ 115.75	
6	Ford ¾" F600-3 AWWA/CC taper thread inlet by flared copper outlet, or equal.				\$ 16.72	
7	Ford 1" F600-4 AWWA/CC taper thread inlet by flared copper outlet, or equal.				\$ 25.55	
8	Ford ¾" L02-33 quarter bend female copper thread by flare copper (less nuts), or equal.				\$ 10.65	
9	Ford ¾" L02-33S quarter bend female copper thread swivel nut by flare copper, or equal.				\$ 14.20	
10	Ford 1" L02-44 quarter bend female copper thread by flare copper (less nuts), or equal.				\$ 16.95	
11	Ford 1" L02-44S quarter bend female copper tread swivel nut by flare copper, or equal.				\$ 20.06	
12	Ford ¾" L04-33S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.				\$ 16.15	
13	Ford 1" L04-44S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.				\$ 22.01	
14	Ford 6" F202-(669, 690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 27.43	
15	Ford 8" F202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 30.77	
16	Ford 10" F202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 38.69	
17	Ford 12" F202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 48.31	
18	Ford 6" FC202-(669,690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 49.91	
19	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 59.80	

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
20	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 70.53	
21	Ford 12" FC202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 77.92	
22	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3"x 4") 180 degrees. In addition, pit wall thickness should be no more than .7" and no less than .3"			\$ 94.71		
23	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".			\$ 302.18		
24	Ford A4-T ductile iron meter pit cover, or equal.	\$ 47.55				
25	Ford MC-36-5 large meter pit cover, or equal.			\$ 353.33		
26	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket				\$ 12.53	
27	Ford ER25AW 2½" elevator ring for a and wabash covers, or equal.				\$ 26.79	
28	Ford ER4AW 4" elevator ring for a and wabash covers, or equal.				\$ 42.35	
29	Ford MC-24-TT large monitor cover				\$ 292.69	
30	Heavy duty frames & covers (see attached spec sheet)				\$ 145.00	
31	Ford Y501 iron yoke bar for 5/8" meter size, or equal.				\$ 8.14	
32	Ford Y503 iron yoke bar for 3/4" meter size, or equal.				\$ 9.70	
33	Ford Y504 iron yoke bar for 1" meter size, or equal.				\$ 15.36	
34	Ford EC-1 5/8" standard expansion connection, or equal.				\$ 10.44	
35	Ford EC-23 ¾" standard expansion connection, or equal.				\$ 11.84	
36	Ford EC-4 1" standard expansion connection, or equal.				\$ 19.88	
37	Ford AV92-313W angle yoke key valve ¾" size x ¾" flare copper x 5/8" meter, or equal.				\$ 19.33	
38	Ford AV92-323W angle yoke key valve ¾" size x ¾" flare copper x ¾" meter, or equal.				\$ 19.33	
39	Ford AV92-444W angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.				\$ 29.75	
40	Ford AV94-313W angle yoke key valve ¾" size x ¾" pack joint (CTS) x 5/8" meter, or equal.				\$ 19.89	
41	Ford AV94-323W angle yoke key valve ¾" size x ¾" pack joint (CTS) x ¾" meter, or equal.				\$ 19.89	
42	Ford AV94-444W angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.				\$ 31.44	
43	Ford HA91-313D angle check valve for yokes 3/4" size x 5/8" meter x 3/4" FIP, or equal.				\$ 24.79	
44	Ford HA91-444D angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.				\$ 28.41	
45	Ford HA92-313d angle check valve for yokes ¾" size x 5/8" meter x ¾" flare copper, or equal				\$ 28.96	
46	Ford HA92-323d angle check valve for yokes ¾" size x ¾" meter x 5/8" flare copper, or equal.				\$ 28.96	
47	Ford B22-333 ball valve curb stop ¾" size x ¾" x ¾" flare copper both ends, or equal.				\$ 36.02	

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
48	Ford B22-444 ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.				\$ 49.76	
49	Ford B44-333 ball valve curb stop 3/4"x3/4"x3/4" pack joint for CTS, ro equal				\$ 35.56	
50	Ford B44-444 ball valve curb stop 1"x1"x1" pack joint for CTS, ro equal				\$ 53.45	
51	Ford B44-666 ball valve curb stop 1 1/2" size x 1 1/2" x 1 1/2" pack joint for copper or plastic (CTS), or equal.				\$ 116.93	
52	Ford B44-777 ball valve curb stop 2" size x 2" x 2" pack joint for copper or plastic (CTS), or equal.				\$ 164.40	
53	Ford A14 meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.				\$ 12.05	
54	Ford C44-33 pack joint coupling 3/4" x 3/4", or equal.				\$ 10.78	
55	Ford C44-34 pack joint coupling 3/4" x 1", or equal.				\$ 12.53	
56	Ford C44-44 pack joint coupling 1" x 1", or equal.				\$ 12.34	
57	Ford C44-66 pack joint coupling 1 1/2" x 1 1/2", or equal.				\$ 37.73	
58	Ford C44-77 pack joint coupling 2" x 2", or equal.				\$ 50.94	
59	Ford C45-33 pack joint coupling 3/4" CTS x 3/4" IP, or equal.				\$ 11.94	
60	Ford C45-34 pack joint coupling 3/4" CTS x 1" IP, or equal.				\$ 16.46	
61	Ford C45-43 pack joint coupling 1" CTS x 3/4" IP, or equal				\$ 13.41	
62	Ford C45-44 pack joint coupling 1" CTS x 1" IP, or equal.				\$ 16.01	
63	Ford C45-45 pack joint coupling 1" CTS x 1 1/2" IP, or equal.				\$ 20.03	
64	Ford C38-23-2.5 straight meter coupling, 5/8" x 3/4" and 3/4" meters x 3/4" MIPT, or equal				\$ 5.75	
65	Ford C38-11-2.375 straight meter coupling, 5/8" meter x 1/2" MIPT, or equal				\$ 5.06	
66	Ford C38-44-2.625 straight meter coupling 1" meter x 1" MIPT, or equal				\$ 8.85	
67	Ford T444-666 1 1/2" x 1 1/2" x 1 1/2" service tee pack joint				\$ 56.93	
68	Ford T444-777 2" x 2" x 2" service tee pack joint				\$ 138.93	
69	Ford C28-44 flared copper coupling 1" to 1" MIP thread, or equal.				\$ 11.25	
70	Ford C02-43 1" female copper thread to 3/4" flare copper, or equal.				\$ 11.80	
71	Ford C02-34 two-piece increasers 3/4" female copper thread x 1" flare copper, or equal.				\$ 11.90	
72	Mueller H-15403 3/4" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 10.17		
73	Mueller H-15403 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 11.09		

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
74	Mueller H-15403 1½" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 35.49		
75	Mueller H-15403 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 47.93		
76	Mueller N-35428 ¾" MIP inlet x Mueller 110 compression connection CTS ¾" outlet, or equal.			\$ 32.21		
77	Mueller N-35428 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.			\$ 34.72		
78	Mueller N-35071 ¾" insulated straight service connection ¾" female copper flare x ¾" CTS outlet, or equal.			\$ 35.74		
79	Mueller N-35071 1" insulated straight service connection 1" female copper flare x 1" CTS outlet, or equal			\$ 42.22		
80	Mueller P-15381 1 ½" X 1 ½" X 1" service tee pack joining connection for CTS O.D., or equal.	\$ 53.42				
81	Mueller P-15381 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal.	\$ 139.38		\$ 134.67		
82	Mueller P-15343 1" X 1 ½" two branch-body pack joint connection for CTS O.D. tubing, or equal.	\$ 50.19		\$ 46.42		
83	Mueller H-15343 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal	\$ 58.32		\$ 53.94		
84	Mueller H-15346 1" X 2" three branch fitting, or equal.	\$ 82.09		\$ 75.92		
85	Ford 6" FS1-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.***				\$ 71.13	
86	Ford 8" FS1-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.***				\$ 83.63	
87	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.***				\$ 112.80	
88	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.***				\$ 130.65	
89	Ford 6" FS1-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp***				\$ 90.95	
90	Ford 8" FS1-(835, 894, 939, 967) x 15 stainless steel repair clamp ***				\$ 95.60	
91	Ford 10" FS1-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp***				\$ 129.80	
92	Ford 12" FS1-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp***				\$ 147.69	
93	APAC 6" 40LAS-12-(0635, 0696, 0725, 0750, 0785) all stainless steel single panel repair clamp.****	No Bid	No Bid	No Bid	No Bid	No Bid
94	APAC 8" 401AS-12-(0835, 0894,0939,0967,0980) all stainless steel single panel rapair clamp. ****	No Bid	No Bid	No Bid	No Bid	No Bid
95	APAC 10" 401AS-12-(1010, 1050, 1104, 1144, 1180, 1215) all stainless steel single panel repair clamp.****	No Bid	No Bid	No Bid	No Bid	No Bid
96	APAC 12" 401AS-12-(1250, 1302, 1350, 1380, 1410, 1440) all stainless steel single panel repair clamp.****	No Bid	No Bid	No Bid	No Bid	No Bid
97	Ford 6" FC1 ductile iron coupling with gasket and end rings.				\$ 52.44	

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
98	Ford 8" FC1 ductile iron coupling with gasket and end rings.				\$ 69.99	
99	Ford 10" FC1 ductile iron coupling with gasket and end rings.				\$ 117.23	
100	Ford 12" FC1 ductile iron coupling with gasket and end rings.				\$ 135.25	
101	Mueller 6" MFC0659 maxifit pipe coupling. (Powerseal)			\$ 117.97		
102	Mueller 8" MFC0890 maxifit pipe coupling. (Powerseal)			\$ 138.52		
103	Mueller 10" MFC1071 maxifit pipe coupling. (Powerseal)			\$ 218.46		
104	Mueller 12" MFC1240 maxifit pipe coupling. (Powerseal)			\$ 256.81		
105	Mueller 12" MFC1271 maxifit pipe coupling. (Powerseal)			\$ 256.81		
106	Mueller 12" MFC1307 maxifit pipe coupling. (Powerseal)			\$ 256.81		
107	Ford 4" UFR-1300-(S, C)-4 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 18.05	
108	Ford 6" UFR-1300-(S, C)-6 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 22.26	
109	Ford 8" UFR-1300-(S, C)-8 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 34.24	
110	Ford 10" UFR-1300-(S, C)-10 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 62.12	
111	Ford 12" UFR-1300-(S, C)-12 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 66.64	
112	Ford 6" UFR1400-DA-6 series 1400 wedge action retainer gland, or equal.				\$ 27.58	
113	Ford 8" UFR1400-DA-8 series 1400 wedge action retainer gland, or equal.				\$ 38.24	
114	Ford 10" UFR1400-DA-10 series 1400 wedge action retainer gland, or equal.				\$ 53.59	
115	Ford 12" UFR1400-DA-12 series 1400 wedge action retainer gland, or equal.				\$ 74.85	
116	Ford 6" UFR1400-DA-6-XL series 1400 wedge action retainer gland, or equal.				\$ 38.05	
117	Ford 8" UFR1400-DA-8-XL series 1400 wedge action retainer gland, or equal.				\$ 46.40	
118	Ford 10" UFR1400-DA-10-XL series 1400 wedge action retainer gland, or equal.				\$ 65.10	
119	Ford 12" UFR1400-DA-12-XL Series 1400 wedge action retainer gland, or equal				\$ 85.95	
120	Ford 4" ufa200-(S, C)-4 uni-flange adapter flange series 200, or equal.*****				\$ 23.94	
121	Ford 6" UFA200-(S, C)-6 uni-flange adapter flange series 200, or equal.*****				\$ 29.70	
122	Ford 8" UFA200-(S, C)-8 uni-flange adapter flange series 200, or equal.*****				\$ 42.19	
123	Ford 10" UFA200-(S, C)-10 uni-flange adapter flange series 200, or equal.*****				\$ 69.44	
124	Ford 12" UFA200-(S, C)-12 uni-flange adapter flange series 200, or equal.*****				\$ 92.69	
125	APAC 4" 202-(450 & 510) cast flanged coupling adapter series 202.					
126	APAC 6" 202-(691 & 735) cast flanged coupling adapter series 202.					
127	APAC 8" 202-(911 & 940) cast flanged coupling adapter series 202.					
128	APAC 10" 202-(1110 & 1210) cast flanged coupling adapter series 202.					
129	APAC 12" 202-(1320 & 1435) cast flanged coupling adapter series 202.					
130	Smith Blair 4" 274 bell joint repair clamp, or equal		\$ 118.61			
131	Smith Blair 6" 274 bell joint repair clamp, or equal		\$ 130.62			

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
132	Smith Blair 8" 274 bell joint repair clamp, or equal		\$ 180.48			
133	Smith Blair 10" 274 bell joint repair clamp, or equal		\$ 226.79			
134	Smith Blair 12" 274 bell joint repair clamp, or equal		\$ 245.30			
135	ROMAC 4" grap-(DI & IP) gripping pipe restrainer.***** kit				\$ 20.24	
136	ROMAC 6" grap-(DI & IP) gripping pipe restrainer.***** kit				\$ 37.13	
137	ROMAC 8" grap-(DI & IP) gripping pipe restrainer.***** kit				\$ 50.46	
138	ROMAC 10" grap-(DI & IP) gripping pipe restrainer.***** kit				\$ 62.50	
139	ROMAC 12" grap-(DI & IP) gripping pipe restrainer.***** kit				\$ 96.25	
140	6" MJ retainer kit for di.	\$ 23.62				
141	8" MJ retainer kit for di.					\$ 23.50
142	10" MJ retainer kit for di.					\$ 31.00
143	12" MJ retainer kit for di.					\$ 29.50
144	6" MJ cast iron sleeve, less accessories.	\$ 48.94				
145	8" MJ cast iron sleeve, less accessories.	\$ 65.25				
146	10" MJ cast iron sleeve, less accessories.			\$ 114.65		
147	12" MJ cast iron sleeve, less accessories.	\$ 144.90				
148	6" x 6" x 6" hydrant tee, less accessories.				\$ 103.31	
149	8" x 8" x 6" hydrant tee, less accessories.				\$ 129.41	
150	10" x 10" x 6" hydrant tee, less accessories.				\$ 145.00	
151	12" x 12" x 6" hydrant tee, less accessories.				\$ 180.16	
152	6" mechanical joint with 90° bend, less accessories.				\$ 61.63	
153	6" mechanical joint with 45° bend, less accessories				\$ 50.75	
154	6" mechanical joint with 22° bend, less accessories				\$ 46.40	
155	6" push-on DI pipe C152, specify length 18 ft				\$ 315.36*	
156	8" push-on DI pipe cl52, specify length 18 ft				\$ 477.20*	
157	10" push-on DI pipe cl52, specify length 18 ft				\$ 624.80*	
158	12" push-on DI pipe cl52, specify length 18 ft				\$ 787.00*	
159	Mueller 6" A-2360 MJ resilient wedge gate valve.			\$ 499.04		
160	Mueller 8" A-2360 MJ resilient wedge gate valve.			\$ 794.81		
161	Mueller 10" A-2360 MJ resilient wedge gate valve.			\$ 1,239.27		
162	Mueller 12" A-2360 MJ resilient wedge gate valve.			\$ 1,568.13		
163	Mueller 6" HC-2360-44-d-150 MJ cut-in valve.			\$ 801.09		

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
164	Mueller 8" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,238.69		
165	Mueller 10" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,279.03		
166	Mueller 12" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,618.44		
167	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with acuagrip foot & 5' bury.			\$ 1,744.23		
168	Mueller Super Centurion 6" hydrant extension kit.			\$ 235.83		
169	Mueller Super Centurion 1' hydrant extension kit.			\$ 274.50		
170	Mueller hydrant repair stems, 4 1/2' MVO (all models)			\$ 92.24		
171	Clow Medalion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.				\$ 1,475.69	
172	Clow Medalion 6" hydrant extension kit.				\$ 249.18	
173	Clow Medalion 1' hydrant extension kit.				\$ 292.94	
174	Kennedy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.				\$ 1,987.09	
175	Kennedy 4 1/2" MVO hydrant repair kit				\$ 107.11	
176	Kennedy 6" hydrant extension kit.				\$ 245.02	
177	Kennedy 1' hydrant extension kit.				\$ 288.06	
178	Eddy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.				\$ 1,885.93	
179	Mueller Super Centurion 250 fire hydrant breakaway repair kit.					\$ 112.50
180	Mueller improved fire hydrant breakaway repair kit with brass safety stem coupling.	\$ 116.02				
181	Clow H-2640 fire hydrant breakaway repair kit.					
182	Clow medalion fire hydrant breakaway repair kit.					\$ 113.00
183	6" pipe clamp and washers.			\$ 18.50		
184	8" pipe clamp and washers.			\$ 21.38		
185	10" pipe clamp and washers.			\$ 22.78		
186	12" pipe clamp and washers.			\$ 25.63		
187	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket <u>50</u>).			\$2.29/1;\$114.50		
188	Bucket of ductile iron duc-lugs (specify quantity in bucket <u>50</u>).			\$ 90.36		
189	3/4" tie bolts				\$ 1.74	
190	3/4" x 6' threaded hydrant rod.	\$ 6.03				
191	3/4" threaded rod coupling nut.			\$ 1.13		
192	1" x 100' type "K" copper.	\$ 582.67				
193	3/4" x 100' type "K" copper.	\$ 447.90				
194	3/4" x 300' PVC tubing, water grade rated at 160-200 psi.				\$ 77.14	
195	1" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 102.16				
196	1 1/2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 220.88				

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USA BLUEBOOK
197	2" x 300' PVC tubing, water grade rated at 160-200 psi.	\$ 382.08				
198	25 lbs. lead wool (Indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10.00/25 lb).	\$25.50/5lbs				
199	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 450.01		
200	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel			\$ 484.19		
201	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel			\$ 618.05		
202	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel			\$ 922.09		
203	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel			\$ 979.77		
204	4" full-face flange gasket and bolt kit-1/8" thickness.					\$ 7.65
205	6" full-face flange gasket and bolt kit-1/8" thickness.					\$ 12.25
206	8" full-face flange gasket and bolt kit-1/8" thickness.					\$ 13.75
207	10" full-face flange gasket and bolt kit-1/8" thickness.					\$ 25.30
208	12" full-face flange gasket and bolt kit-1/8" thickness.					\$ 29.00
209	Reflective fiberglass hydrant flag, plate-mount flat, 64" x .375", red & white color.			\$ 12.65		
210	Reflective mini flag, 4" X 5" for .375 shaft, red & white color.					\$ 6.80
211	¾" CC drill & tap for "Mueller B101" tapping machine.			\$ 147.49		
212	1" CC drill & tap for "Mueller B101" tapping machine.			\$ 195.94		
213	1 ¾" carbide tip hole saw cutter.	\$ 30.00				
214	¼" carbide tip pilot cutter.	\$ 15.00				
215	Silver reflective paint (price per quart).			\$ 103.75		
216	Orange hydrant paint (price per gallon).					\$ 33.00
217	Markout paint (AWWA blue) 20 oz. cans, or equal			\$ 2.54		
218	MA013922 food-grade anti-seize, 1 lb., or equal					\$ 12.75
219	SIGMA 1" cast iron valve box riser.	\$ 6.76				
220	SIGMA 2" cast iron valve box riser	\$ 9.44				
221	SIGMA 3" cast iron valve box riser.	\$ 14.12				
222	SIGMA 4" cast iron valve box riser.	\$ 18.82				
223	SIGMA valve box complete with covers & 16" top section (all cast iron), domestic	\$ 65.56				
224	16" ductile iron valve box top flange top section with cover, domestic	\$ 38.50				
225	Domestic valve box covers				\$ 10.00	
226	SIGMA valve box bottom section (cast iron), domestic	\$ 31.25				
227	SIGMA 16" case iron line valve box top section.	\$ 21.81				
228	SIGMA 26" cast iron line valve box top section.	\$ 31.25				

WATER SERVICE MATERIALS BID SUMMARY-BID DATE: 9/30/10

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MENA	USA BLUEBOOK
229	Buffalo-type 2 1/2" cast iron curb box.	\$ 34.67				
230	Buffalo-type 3" cast iron curb box.					
231	Mueller H-10373 2 1/2" repair lids for new style Buffalo-type curb box.			\$ 9.08		
232	Mueller H-10373 3" repair lids for new style Buffalo-type curb box.			\$ 12.07		
233	Mueller H-10374 2 1/2" repair lids for new style Buffalo-type curb box.			\$ 8.27		
234	Mueller H-10374 3" repair lids for new style Buffalo-type curb box.			\$ 12.09		
235	Mueller H-10310 curb box complete for 1 1/2" x 2" service, or equal			\$ 62.27		
236	CH15535 3/4" copper disk			\$ 1.30		
237	CH15535 1" copper disk			\$ 1.30		

TOWN OF RIVERHEAD

Resolution # 793

**AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR ELECTRIC MOTOR
EMERGENCY REPAIR/REPLACEMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for electric motor emergency repair/replacement in the October 28, 2010, issue of *The News-Review*; and be it further

RESOLVED, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department and the Purchasing Agent, and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT** for use by the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on **November 18, 2010**.

Bid Specifications and/or Plans may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at **www.riverheadli.com**. Click on "Bid Requests".

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation **"EXCEPTIONS TO THE SPECIFICATIONS"** and be attached to the bid form.

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

All bids are to be submitted in a sealed envelope addressed to: **TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, 11901**, and bear the designation: **BID FOR ELECTRIC MOTOR EMERGENCY REPAIR/REPLACEMENT – BID #10-35-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

10.19.2010
100794

ADOPTED

TOWN OF RIVERHEAD

Resolution # 794

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 25, 2010, the Town of Riverhead posted an advertisement seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as part-time police officers with the Riverhead Police Department; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish 3 individuals eligible to attend the Police Academy; and

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

NOW, THEREFORE, BE IT RESOLVED, effective October 18, 2010, the Town Board hereby ratifies the appointment of Susan Agate, Matthew Neknez and Christopher Pendzick to the position of Part-time Police Officer; and

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

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Susan Agate, Matthew Neknez and Christopher Pendzick the Police Department, Personnel and the Office of Accounting; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

10.19.2010
100795

ADOPTED

Town of Riverhead

Resolution # 795

AUTHORIZES COMMUNITY DEVELOPMENT DEPARTMENT TO PREPARE GRANT APPLICATION FOR NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION CLEAN VESSEL ASSISTANCE FUNDING

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead provides boat pumpout facilities for marine waste holding tanks and portable toilets free of charge in order to reduce effluent into the Peconic Bay to improve the water quality in this area

WHEREAS, the facilities include a pumpout boat that patrols the town's waterways, as well as two stationary facilities (Downtown Riverfront Dock and East Creek Facility in Jamesport); and

WHEREAS, in 2010 the Town of Riverhead has already been awarded a contract of up to \$9,000 (\$5,000 for the boat and \$2,000 per land-based facility) from New York State Department of Environmental Conservation (DEC) towards the operation and maintenance of this service; and

WHEREAS, the engine of the pumpout boat is nearing the end of its life expectancy; and

WHEREAS, Clean Vessel Assistance Program Construction Upgrade funding is presently available from the DEC that would provide 75% reimbursement; and

WHEREAS, the Police Department has determined that a new engine will not exceed \$15,000.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor sign a grant application to include a town match of 25% of the project cost, not to exceed \$5,000.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department Director Chris Kempner, Sewer Department Superintendent Michael Reichel 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 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 796

RATIFIES THE REINSTATEMENT OF AN EMPLOYEE TO ACTIVE STATUS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Police Officer Timothy McAllister has been on an approved military leave of absence since February 15, 2010; and

WHEREAS, Police Officer McAllister's tour of duty has ended, and in accordance with Uniformed Services Employment and Reemployment Rights Act, Title 38, McAllister has requested to be reinstated to his position in the Riverhead Town Police Department.

NOW, THEREFORE, BE IT RESOLVED, that effective for October 5, 2010 this Town Board hereby ratifies the reinstatement of Timothy McAllister to the position of Police Officer at no change to his current rate of pay.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Timothy McAllister, the Chief of Police, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can 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 Thereupon Duly Declared Adopted

10.19.2010
100797

ADOPTED

REPEALING RESOLUTION

RESOLUTION # 797

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 the 19th day of October 2010, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Board Member _____, and upon roll being called, the following were:

Present:

Sean M. Walter, Supervisor

John Dunleavy, Councilman

James Wooten, Councilman

George Gabrielsen, Councilman

Jodi Giglio, Councilwoman

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

RESOLUTION REPEALING CERTAIN PREVIOUSLY ADOPTED
SERIAL BOND AUTHORIZATIONS

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has heretofore pursuant to various bond resolutions duly adopted by said Town Board on various dates authorized financing for various capital improvements in and for said Town, including incidental improvements and expenses in connection therewith, and

WHEREAS, it has now been determined that all or a portion of certain of said financing authorizations will not be required for said capital projects and it is now desired to repeal solely from said serial bond authorizations of said resolutions, the unused portion thereof; NOW, THEREFOR, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. The serial bond authorizations of the bond resolutions listed on the attached Appendix A are hereby repealed to the extent indicated therein; provided, however, such repeal shall only be effective to the extent any such authorization to be repealed has not heretofore utilized for the issuance of obligations of the Town therefor.

Section 2. This resolution shall take effect immediately and neither publication nor posting is required.

APPENDIX A

BOND RESOLUTIONS SUBJECT TO REPEAL IN WHOLE OR PART

<u>Capital Project</u>	<u>Date</u>	<u>\$ Bond Authorized</u>	<u>Resolution #</u>	<u>Project Name</u>	<u>Issued</u>	<u>Rescind</u>
70048	12/28/00	950,000	00-1178	Increase & Improvements to Stotzky Pa	905,000	45,000
80001	04/03/01	5,900,000	01-0380	Landfill Capping/Reclamation	786,000	5,114,000
40143	03/19/02	70,000	02-0298	Traffic Signal Equipment	60,000	10,000
40159	04/02/02	140,000	02-0339	Ambulance	126,000	14,000
40108	08/20/02	300,000	02-0909	Generator - Police Station & Justice Ct.	94,000	206,000
40107	09/17/02	300,000	02-0969	Reconstruction of Twin Ponds Parking	277,500	22,500
40091	10/31/02	75,000	02-1098	Acquisition Land & Building	-	75,000
20022	11/06/02	250,000	02-1117	Improvements to Calverton Sewer Dist	45,000	205,000
10020	11/19/02	402,000	02-1184	Incr. and Impr. Riverhead Parking Dist	215,000	187,000
50002	01/22/03	1,260,000	03-0080	Incr. and Impr. of Scavenger Waste Dist	920,000	340,000
20014	11/20/03	845,000	03-1264	Riverhead Sewer District Upgrade (Defri	800,000	45,000
No #	03/03/04	40,000	04-0189	Traffic Light at Osborne ave and Middle	-	40,000
40126	07/06/05	50,000	05-0648	Purchase Landscaping Vehicle	42,000	8,000
40118	11/01/05	150,000	05-1037	Riverhead Ambulance District	142,000	8,000
40128	02/22/06	440,000	06-0149	Dump Truck - Highway Department	433,000	7,000
80002	04/18/06	5,000,000	06-0341	Landfill Capping/Reclamation	1,500,000	3,500,000
70015	02/06/08	2,000,000	08-0086	Recreation Facility at EPCAL	-	2,000,000
No #	03/31/09	6,500,000	09-0271	Riverhead Sewer District Upgrade (Defri	-	6,500,000
				TOTAL		\$ 18,326,500.00

10.19.2010
100798

ADOPTED

TOWN OF RIVERHEAD

Resolution # 798

**RIVERHEAD SEWER DISTRICT BUDGET TRANSFER
FOR UNANTICIPATED REPAIRS OF PUMP BASES**

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>
114.081300.524400	Station Equipment	5,500	
114.081300.541103	Pump Station Maintenance		5,500

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Sewer Department Superintendent Michael Reichel; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 799

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
WORK CLOTHES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk is authorized to publish and post a Request for proposals for WORK CLOTHES FOR THE TOWN OF RIVERHEAD and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 28, 2010 issue of the News Review and;

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of WORK CLOTHES for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:15 a.m. on NOVEMBER 16, 2010.

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR WORK CLOTHES 2010.

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 800

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR MILK
FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 28, 2010 issue of the News Review and;

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of MILK for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:05 a.m. on NOVEMBER 16, 2010.

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BID FOR MILK.

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

Diane M. Wilhelm, Town Clerk

10.19.2010
100801

ADOPTED

TOWN OF RIVERHEAD

Resolution # 801

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PROPANE
FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 28, 2010 issue of the News Review and;

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of PROPANE for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:10 a.m. on NOVEMBER 16, 2010.

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR PROPANE 2010-2011.

BY ORDER OF THE TOWN BOARD

Diane M. Wilhelm, Town Clerk

10.19.2010
100802

ADOPTED

TOWN OF RIVERHEAD

Resolution # 802

**APPROVES THE CHAPTER 90 APPLICATION OF
ABATE OF NY LONG ISLAND CHAPTER
(St. Mary's Food and Toy Motorcycle Run – November 7, 2010)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on September 29, 2010, Abate of NY Long Island Chapter submitted a Chapter 90 Application for the purpose of conducting a motorcycle run entitled "St. Mary's Food and Toy Motorcycle Run", said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and to end at the St. Mary's Church located on Ponquogue Avenue, Hampton Bays, New York, on Sunday, November 7, 2010; and

WHEREAS, Abate of NY Long Island Chapter has advised that all donated toys, food, and monetary contributions shall be given to St. Mary's Church for their distribution of same to the less fortunate families upon the upcoming Christmas season; and

WHEREAS, all participants shall congregate at the Riverhead Elks Lodge between the hours of 10:00 a.m. and 11:00 a.m.; and

WHEREAS, Abate of NY Long Island Chapter has submitted and completed a Short Form Environmental Assessment pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, Abate of NY Long Island Chapter has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; 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; and

WHEREAS, ABATE events typically involve the gathering of a large number of motorcycles. The gathering of these vehicles may create a noise disturbance to the health, safety and welfare of the adjacent residential community. This requires that such events be limited in number and conditioned to minimize the impact on adjoining property owners; and

WHEREAS, there have been no Town Code violations occasioned by Elks Club events during 2010.

NOW THEREFORE BE IT RESOLVED, that Town Board 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 Abate of NY Long Island Chapter for the purpose of conducting a "St. Mary's Food and Toy Motorcycle Run", said run to commence at the Riverhead Elks Lodge located on 1239 East Main Street, Riverhead, New York and ending at the St. Mary's Church located on Ponquogue Avenue, Hampton Bays, New York, on Sunday, November 7, 2010, to be held between the hours of 10:00 a.m. and 11:00 a.m., is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that the applicant shall be required to stage the arrival and departure of motorcycles in such a way as to minimize to the greatest extent possible the noise impacts to surrounding neighbors; and be it further

RESOLVED, that all parking for this event shall be contained upon the Riverhead Elks Lodge property and there shall be no parking permitted on Sunrise Avenue and East Main Street; and be it further

RESOLVED, that the applicant shall advise event participants that motorcycle engines shall not be permitted to continue to run upon arrival at the event premises; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 pm or after 5:30 pm on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee due to the charitable nature of the event being held; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require

the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; 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 Abate of NY Long Island Chapter, c/o Bill Quinn, 565 Route 25A, LL-3, Miller Place, New York, 11764, the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; the Riverhead Fire Marshal; Chief David Hegermiller, 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 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 803

**AUTHORIZES TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE
TO BIDDERS FOR THE
EAST END ARTS COUNCIL SITE IMPROVEMENT PROJECT**

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

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the East End Arts Council Site Improvement Project in the October 28, 2010 issue of the official Town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Chris Kempner, Chris Fetten, P.E., Purchasing Department, IT Department and the Office of Accounting.

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 Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the East End Arts Council Site Improvement Project, 133 & 141 East Main Street, Riverhead, New York will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on November 16, 2010 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about October 28, 2010 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

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

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "East End Arts Council Site Improvement Project": and must be accompanied by a bid surety as stated in the Instruction to Bidders.

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidders.

**BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, New York 11901**

Dated: October 19, 2010

TOWN OF RIVERHEAD

Resolution # 804

DISCONTINUES IDA BOARD OF DIRECTORS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board desires to provide for the orderly succession of the Riverhead Industrial Development Agency by instituting a definite term of office for the members of its Board of Directors, and

WHEREAS, in order to best create a definite term of office for the IDA, the terms of the current Board members should be discontinued so that they may be made specific,

NOW THEREFORE BE IT RESOLVED, effective immediately the term of office of the currently serving members of the Board of Directors of the Industrial Development Agency; namely the terms of Kathleen G. Wojciechowski , Paul Thompson Lou Kalogeras, Angela DeVito and Sean McCabe shall be discontinued immediately, and be it further

RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to each currently serving Board member, and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 805

**ESTABLISHES DEFINITE TERMS AND APPOINTS BOARD MEMBERS TO OFFICE
FOR IDA**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board desires to provide for the orderly succession of the Riverhead Industrial Development Agency by instituting a definite term of office for the members of its Board of Directors,

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Riverhead Industrial Development Agency shall consist of five members, and be it further,

RESOLVED, that terms of office for the Board of Directors of the Riverhead Industrial Development Agency shall consist of 3 members having four year terms and two members having two year terms, and be it further

RESOLVED, that Kathleen G. Wojciechowski, Paul Thompson are hereby each appointed a two year term which, for the initial term only shall commence immediately and continue through December 31, 2012, at which time the Town Board shall appoint members who shall serve full two year terms, and be it further,

RESOLVED, that Elias (Lou) Kalogeras and Carl Gabrielsen are hereby each appointed to a four year term which, for the initial term only shall commence immediately and continue through December 31,2014, at which time the Town Board shall appoint members who shall serve full four year terms, and be it further,

RESOLVED, that a vacancy shall exist for one four year term, and be it further

RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to each currently serving Board member and each newly appointed Board member, and be it further

RESOLVED, that each newly appointed Board member shall qualify for office by executing the oath of office and filing a copy thereof with the Riverhead Town Clerk, and be it further

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

THE VOTE

Giglio Yes No Gabrielsen - ABSTAIN
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 806

AUTHORIZE THE SUPERVISOR TO EXECUTE ALL DOCUMENTS REQUIRED TO EFFECTUATE THE TRANSFER OF PROPERTY BETWEEN THE TOWN AND THE RIVERHEAD FIRE DISTRICT PURSUANT TO 72-h OF THE GENERAL MUNICIPAL LAW

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on July 21, 2009, the Town Board adopted Resolution #737, authorizing the Town, on behalf of the Water District, to file a land division for property described as SCTM# 0600-125-1-4.2, also referred to as the Firematics Training Facility; and

WHEREAS, Resolution #737 described the intent of the Town of Riverhead and Riverhead Fire District to exchange lands owned by the respective entities such that the public interest would be best advanced and a municipal purpose best achieved; and

WHEREAS, by Resolution # 702 adopted on September 8, 2010, the Town Board, as governing body of the Water District, authorized the Town Clerk to publish and post a public notice to hear all interested persons to consider the Water District's transfer of a portion of property described as SCTM #0600-125-1-p/o 4.2 (approximately 3.6992 acres) known as the Firematics Training Facility owned by the Riverhead Water District to the Town of Riverhead for the express purpose of enabling the Town of Riverhead to exchange this property with property owned by the Riverhead Fire District; and

WHEREAS, a public hearing was held on the 5th day of October, 2010 at 2:15 o'clock pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were provided an opportunity to express objection, support or any such other comment with respect to the proposed transfer and ultimate disposition of said property; and

WHEREAS, by Resolution #785 adopted October 19, 2010, the Town Board, as governing body of the Water District, unanimously approved the transfer of the Firematics Training Facility to the Town of Riverhead for the purpose of transfer to the Riverhead Fire District in exchange for property owned by the Riverhead Fire District to the Town of Riverhead; and

WHEREAS, the Riverhead Fire District has informed the Town Board that the Fire District seeks to transfer property located at 24 East Second Street described as SCTM# 0600-128-5-25.001 and referred to as the Second Street Firehouse from the Riverhead Fire District to the Town of Riverhead as and for the exchange of properties described in Resolutions # as by Resolution # 737 adopted on July 21, 2009 and Resolution # 702 adopted on September 8, 2010; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead approves the transfer of property described as # 0600-125-1-4.2 referred to as the Firematics Training Facility in exchange for property owned by the Riverhead Fire District located at 24 East Second Street described as SCTM# 0600-128-5-25.001 and referred to as the Second Street Firehouse pursuant to 72-h of the General Municipal Law; and

RESOLVED, that Town Board of the Town of Riverhead does hereby authorize the Office of the Town Attorney to prepare and/or review all documents and retain such experts, i.e. title search, survey as deemed appropriate and necessary to effectuate the transfer of properties as described herein and set forth above and below; and be it further

RESOLVED, that Town Board of the Town of Riverhead does hereby authorize the Supervisor to execute all documents required to effectuate the transfer of title to the property described as # 0600-125-1-4.2 referred to as the Firematics Training Facility to the Riverhead Fire District and accept title to property described as 24 East Second Street described as SCTM# 0600-128-5-25.001 referred to as the Second Street Firehouse from the Riverhead Fire District to the Town of Riverhead for the purpose of carrying out and achieving a benefit to the residents of the municipality; and be it further

RESOLVED, that the Town Board of the Town of Riverhead does hereby authorize the Financial Administrator to set up an account for the projected costs related to the exchange of property, including real estate transfer and recording costs, in an amount not to exceed \$15,000.00; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Water District and the Town Attorney's Office; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from Doculex 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 Thereupon Duly Declared Adopted

10.19.2010
100807

ADOPTED

TOWN OF RIVERHEAD

Resolution # 807

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT OF CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE
RIVERHEAD TOWN CODE
(\$101-5. Speed limits. - River Road)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled "Vehicles & Traffic" of the Riverhead Town Code, once in the October 28th, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of November, 2010 at 2:25 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
**VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations**

§ 101-5. Speed limits.

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

Speed (mph)	Location
<u>30</u>	<u>River Road, in its entirety, beginning at its easterly intersection with Edwards Avenue, continuing in a westerly direction to its terminus with Swan Pond Road and continuing in a southwesterly direction to its terminus at Wading River Manorville Road</u>

- Underline represents addition(s)

Dated: Riverhead, New York
October 19, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution #808

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-4 OCTOBER 14, 2010 (TBM 10/19/10)				
FUND NAME			10/14/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		104,092.85	104,092.85
POLICE ATHLETIC LEAGUE	4		720.00	720.00
RECREATION PROGRAM FUND	6		6,543.00	6,543.00
HIGHWAY FUND	111		8,645.36	8,645.36
WATER DISTRICT	112		52,537.84	52,537.84
RIVERHEAD SEWER DISTRICT	114		62,995.65	62,995.65
STREET LIGHTING DISTRICT	116		5,511.99	5,511.99
PUBLIC PARKING DISTRICT	117		3,550.00	3,550.00
BUSINESS IMPROVEMENT DISTRICT	118		15,500.00	15,500.00
AMBULANCE DISTRICT	120		986.58	986.58
CALVERTON SEWER DISTRICT	124		7,669.48	7,669.48
RIVERHEAD SCAVANGER WASTE DIST	128		18,925.50	18,925.50
TOWN HALL CAPITAL PROJECTS	406		203,661.00	203,661.00
WATER DISTRICT CAPITAL PROJECT	412		65,894.84	65,894.84
RIVERHEAD SEWER CAPITAL PROJEC	414		33,428.08	33,428.08
TOTAL ALL FUNDS			590,662.17	590,662.17

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #808

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-40 OCTOBER 7, 2010 (TBM 10/19/10)				
FUND NAME			10/07/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,127,793.17	1,127,793.17
POLICE ATHLETIC LEAGUE	4		1,720.00	1,720.00
RECREATION PROGRAM FUND	6		2,340.48	2,340.48
ECONOMIC DEVELOPMENT ZONE FUND	30		3,786.56	3,786.56
HIGHWAY FUND	111		107,135.89	107,135.89
WATER DISTRICT	112		75,826.00	75,826.00
RIVERHEAD SEWER DISTRICT	114		35,393.27	35,393.27
REFUSE & GARBAGE COLLECTION DI	115		10,183.05	10,183.05
STREET LIGHTING DISTRICT	116		9,674.34	9,674.34
PUBLIC PARKING DISTRICT	117		606.53	606.53
AMBULANCE DISTRICT	120		1,606.30	1,606.30
EAST CREEK DOCKING FACILITY FU	122		1,639.00	1,639.00
CALVERTON SEWER DISTRICT	124		800.64	800.64
RIVERHEAD SCAVANGER WASTE DIST	128		22,119.70	22,119.70
WORKERS' COMPENSATION FUND	173		4,202.58	4,202.58
CDBG CONSORTIUM ACOUNT	181		686.76	686.76
TOWN HALL CAPITAL PROJECTS	406		133,316.39	133,316.39
TRUST & AGENCY	735		1,012,164.89	1,012,164.89
TOTAL ALL FUNDS			2,550,995.55	2,550,995.55

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted