

CDA

Res. #12 Authorization for Chairman to Sign License with Department of Navy

RESOLUTION LIST:

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Res. #632 Authorizes Execution of Consent Order – Scavenger Waste District

Res. #633 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Downtown Center 5: Residential (DC-5) Zoning Use District)

Res. #634 Authorization for Supervisor to Sign License with Department of Navy

Res. #635 Authorizes the Supervisor to Execute Auction Services Agreement with PropertyRoom.com, Inc.

Res. #636 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Sheriff's Department to Assist the County in "Operation Shield" Exercises

For more information visit our website at [riverheadli.com](http://riverheadli.com)

- Res. #637 Authorization for the Law Firm of Devitt, Spellman Barrett, LLP to Defend, Institute or Appear in Legal Action Entitled Field Day, LLC, Et. Al. v. County of Suffolk, Et. Al. (CV-04-2202)
- Res. #638 Authorizes Settlement of Legal Action by Michael J. Barton Against the Town of Riverhead
- Res. #639 Authorizes the Supervisor to Execute an Agreement with L.K. McLean Associates. Inc.
- Res. #640 Approves the Defense and Indemnification for Robert J. Hubbs
- Res. #641 Approves Chapter 90 Application of the Riverhead Country Fair Committee (Riverhead Country Fair –October 9, 2011)
- Res. #642 Authorization to Extend Contract to Long Island Truck Parts
- Res. #643 Approves the Chapter 90 Application of the Riverhead Business Improvement District Management Association (Classic Car Exhibit)
- Res. #644 Approves the Chapter 90 Application of the Long Island Moose Classic Car Club (Classic Car Show – September 11, 2011)
- Res. #645 Authorizes the Supervisor to Execute Professional Services Agreement with Munistat Services, Inc.
- Res. #646 Ratifies the Authorization for the Town Clerk to Publish and Post a Public Notice (NYS Dept. of DEC – Notice of Complete Application)
- Res. #647 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Repeal and Replace Article XXVI, Site Plan Review of Chapter 108 Entitled “Zoning” of the Riverhead Town Code
- Res. #648 Resolution of Support for the Development of a “Complete Streets” Program
- Res. #649 Authorization to Re-Bid for Truck Parts for the Town of Riverhead
- Res. #650 Grants Special Use Permit Petition of Chernoff Realty Medical Building
- Res. #651 Pays Bills
- Res. #652 Authorizes Appropriation of Additional Monies to the Riverhead Business Improvement District Management Association Inc.

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 12**

**AUTHORIZATION FOR CHAIRMAN TO SIGN LICENSE  
WITH DEPARTMENT OF NAVY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

**WHEREAS**, on February 11, 2010, the CDA Board adopted Resolution No. 2 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.; and

**WHEREAS**, on April 6, 2010, the CDA Board adopted adopted Resolution No. 6 entitled, "Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail Construction Administration", that authorized Dunn Engineering to proceed with construction inspection for the contract; and

**WHEREAS**, on October 5, 2010, the CDA Board adopted Resolution No. 17 entitled "Authorizes Optimized Reconstruction of the Calverton Rail Spur" to request the remaining ARRA funding certified for the Calverton Rail project to enhance the design and provide more efficient trackage that accommodates modern freight rail cars to eliminate the obsolete runaround track and relocate said runaround track to include an approximately 1800' long runaround track, creates a better functioning spur that will provide more efficient service; and

**WHEREAS**, on March 15, 2011, the CDA Board adopted Resolution #6 titled "Authorizes Change Order for Optimized Reconstruction of Calverton Rail Spur"

**WHEREAS**, the Town of Riverhead CDA has advised the Department of Navy that it needs to enter upon a portion of the Navy's property at EPCAL to complete the rail spur construction; and

**WHEREAS**, the Department of Navy has forwarded a License for Nonfederal Use of Real Property (the "License") to allow entry upon a portion of the Navy's property for that purpose; and

**WHEREAS**, the license has been reviewed and found acceptable to the Town Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, that the CDA Board be and hereby approves the Chairman's execution of the attached License with The United States Department of Navy; and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to the Accounting Office and the CDA; and be it further

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

<b>LICENSE FOR NONFEDERAL USE OF REAL PROPERTY</b> <b>NAVFAC 11011/29 (6-75)</b> THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS SET FORTH IN ITEM 10. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS		<b>LICENSE NUMBER: LIC-O-_____</b>  ALL CORRESPONDENCE PERTAINING TO THIS DOCUMENT SHOULD INCLUDE A REFERENCE TO CONTRACT NUMBER: <b>N40085-11-RP-_____</b>	
1. <b>NAVAL ACTIVITY</b> ( <i>Property location</i> ) NWIRP Calverton, NY  <b>UIC:</b> N96095		2. <b>DATES COVERED</b> ( <i>Inclusive</i> ) <b>FROM:</b> 08/08/2011  <b>TO:</b> 12/08/2011	
3. <b>DESCRIPTION OF PROPERTY</b> ( <i>Include room and building numbers where appropriate</i> ) As shown in Attachment A, which is made a part hereof, the Licensed Premises consist of approximately 1800 linear feet to rehabilitate the Rail Spur at the former NWIRP Calverton as well as to begin work on constructing a rail siding track.			
4. <b>PURPOSE OF LICENSE</b> Temporarily provide an area for the LICENSEE to commence work on a rail siding project while an easement is drafted and executed.			
5. <b>LICENSOR</b> <b>UNITED STATES OF AMERICA</b> <b>DEPARTMENT OF THE NAVY</b>		5a. <b>LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL</b> ( <i>Title and Address</i> ) Mrs. Lora Fly 9742 Maryland Avenue Norfolk, VA 23511	
6. <b>LICENSEE</b> ( <i>Name and address</i> ) Town of Riverhead 200 Howell Avenue Riverhead, NY 11901		6a. <b>LOCAL REPRESENTATIVE</b> ( <i>Name and address</i> ) Ms Chris Kempner 200 Howell Avenue Riverhead, NY 11901 (631) 727-3200 x287	
7. <b>CASH PAYMENT BY LICENSEE</b> ( <i>Payable in advance</i> )( <i>If no cash payment is required, enter "None" under item 7a "Amount"</i> )			
a. <b>AMOUNT</b> ( <i>Each payment</i> ) None	b. <b>FREQUENCY</b> <b>PAYMENTS DUE</b> N/A	c. <b>FIRST DUE</b> <b>DATE</b> N/A	d. <b>TO</b> ( <i>Title and address of local representative of the Government</i> )  N/A
8. <b>DEPOSIT FOR UTILITIES AND SERVICES</b> ( <i>Payable in advance</i> ) ( <i>If no cash payment is required, enter "None" under item 8a "Amount"</i> )			
a. <b>AMOUNT</b> ( <i>Each payment</i> ) None	b. <b>FREQUENCY</b> <b>PAYMENTS DUE</b> N/A	c. <b>FIRST DUE</b> <b>DATE</b> N/A	d. <b>TO</b> ( <i>Title and address of local representative of the Government</i> )  N/A
9. <b>Insurance Required at Expense of LICENSEE</b>			
Type	Minimum Amount	Type	Minimum Amount
a. Fire and Extended Coverage	\$2,000,000	c. Third Party Personal Injury per Person	\$2,000,000
b. Third Party Property Damage	\$2,000,000	d. Third Party Personal Injury per Accident	\$2,000,000
10. <b>GENERAL PROVISIONS</b> ( <i>See Following Page</i> ) In accordance with the Public Law 102-484 at Section 2854, amended by 103-337 at section 2833, the LICENSEE is exempt from the requirement to make Cash Payments. Addendum No. 1, containing General Provisions 10.n. through 10.ad., was added prior to the execution of this License, and is herefore made a part of this License.			
<b>11. EXECUTION OF LICENSE BY</b>			
<b>FOR</b>	<b>NAME AND TITLE</b> ( <i>Typed</i> )	<b>SIGNATURE</b>	<b>DATE</b>
<b>Department of The Navy</b>	<b>RICHARD A. RAZABDOUSKI</b> Real Estate Contracting Officer NAVFAC, Mid-Atlantic By Direction		
<b>LICENSEE</b>			

*If LICENSEE is a Corporation, Certification of signature is attached*

## 10. GENERAL PROVISIONS

a. The Licensor hereby grants to the LICENSEE the right to use the premises or facilities described in Item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the LICENSEE.

e. If utilities and services are furnished the LICENSEE for its use of the premises, the LICENSEE shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The LICENSEE, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of LICENSEE's use. The amount of expense to be borne by the LICENSEE shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the LICENSEE. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the LICENSEE's use. Upon a determination by the Government that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the LICENSEE shall pay to the Government its proportionate share, on demand.

g. No additions to, or alternations of, the premises or facilities shall be made without the prior consent of the Government. Upon revocation or surrender of this License, to the extent directed by the Government, the LICENSEE shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same or as good condition as existed on the date of entry under this license, reasonable wear and tear excepted.

h. The LICENSEE shall be liable for any loss of or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Government. The LICENSEE's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The LICENSEE shall not be liable for loss of or damage to, the premises arising from causes beyond the control of the LICENSEE and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the LICENSEE of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the LICENSEE. All insurance required of the LICENSEE on the premises shall be for the protection of the Government and the LICENSEE against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the LICENSEE and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of LICENSEE) and the proceeds, at the direction of the Government, shall be payable to (Name of LICENSEE), and proceeds not paid to (Name of LICENSEE) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the LICENSEE shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the

premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the LICENSEE for such loss or damage, the LICENSEE shall effect such repair, rebuilding or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the LICENSEE by the Government. In the event the LICENSEE shall have effected any repair, rebuilding or replacement which the LICENSEE is required to effect pursuant to this paragraph, the Government shall direct payment to the LICENSEE of so much of the proceeds of any insurance carried by the LICENSEE and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the LICENSEE to effect such repair, rebuilding or replacement. In the event the LICENSEE shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the LICENSEE, the LICENSEE shall promptly refund to the Government the amount of such proceeds.

i. The LICENSEE shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the LICENSEE, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right to subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Government may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Government's local representative prior to use of the premises and facilities. The LICENSEE agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Government's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. The LICENSEE warrants that it has not employed any person to solicit or secure this License upon any agreement of a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the LICENSEE the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the LICENSEE upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the LICENSEE for the purpose of securing business.

l. In connection with the performance of work under this License, the LICENSEE agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The LICENSEE agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause. The LICENSEE further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Government as designed in Item 5a.

**ADDENDUM NUMBER 1 TO NAVY CONTRACT NO. N40085-11-RP-\_\_\_\_\_**  
**LICENSE NO. LIC-O-\_\_\_\_\_**  
**GENERAL PROVISIONS**

10.n. INDEMNIFICATION: LICENSEE accepts responsibility for all liability related to, or arising under, LICENSEE's use of the property. Further, LICENSEE shall release and hold harmless the Government, its officers, agents, and employees from all liability, suits, claims, actions, or demands in any way related to, or arising under, LICENSEE's use of the property. This includes, but is not limited to, all environmental suits, claims, and enforcement actions, arising during LICENSEE's construction on, or use of, the property, or after such construction, or use, has ended. Further, LICENSEE shall reimburse the Government for all expenditures incurred if the Government voluntarily chooses to undertake any remedial action to address contamination on the premises or facilities resulting from the acts or omissions of LICENSEE.

10.o. GRATUITIES: The Government, by written notice to the LICENSEE, may terminate the rights of the LICENSEE under this License if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LICENSEE, or any agent or representative of the LICENSEE, to any officer or employee of the Government with a view toward securing a license or securing favorable treatment with respect to the awarding or amendment, or the making of any determination with respect to the performing of such license; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this License is so terminated, the Government shall be entitled (1) to pursue the same remedies against the LICENSEE as it could pursue in the event of a breach of the contract by the LICENSEE; and (2) as a penalty in addition to damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the LICENSEE in providing such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

10.p. LICENSEE shall not unduly interfere or inhibit the GOVERNMENT's mission at the former NWIRP Calverton, NY.

10.q. As consideration for this License, LICENSEE shall provide, or cause to be provided, protection and maintenance for the Licensed property. It is understood and agreed that LICENSEE shall, at its own expense, protect and maintain the Licensed Property. During the term of this License, Government shall have no responsibility except as otherwise described herein, financial or otherwise, with respect to maintenance of the Licensed Property.

10.r. The Government shall be allowed access to the Licensed Property at all reasonable times through the term of this License.

10.s. Any cost, expense, or liability connected with or in any manner incident to the LICENSEE's performance of this License shall be assumed and discharged by the LICENSEE.

10.t. Insurance requirements shall be applied to all LICENSEE representatives performing work or service under the License.

10.u. Upon completion of the term of this License, LICENSEE guarantees that the Licensed Property will be free from Debris and any other undesirable materials and the LICENSEE shall restore the premises to the same or as good condition as existed prior to the initiation of this license.

10.v. The LICENSEE's rights under this license shall be subject to rules and regulations prescribed by the Government to ensure that the exercise of these rights will not unduly interfere with Government activities.

10.w. In accordance with 10 U.S.C. §2692, the LICENSEE may not allow the treatment, storage or disposal of any Toxic or Hazardous materials on the PREMISES.

10.x. The LICENSEE will reimburse the GOVERNMENT for all expenditures incurred if the GOVERNMENT undertakes any Remedial Action to address Contamination on the PREMISES resulting from the acts or omissions of the LICENSEE or its contractors.

10.y. During the term of this license, if the LICENSEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.

10.z. The LICENSEE will promptly take all actions, necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 10.x, including but not limited to: (1) report the occurrence to appropriate Federal, State, or local regulatory authorities, if so directed by the GOVERNMENT; (2) take timely and effective steps to minimize the Release and its impact on human health and the environment; and (3) take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.

10.aa. During the term of this license, the LICENSEE will ensure that all activities conducted by the LICENSEE or its contractors on the PREMISES are carried out in compliance with Applicable Environmental Laws. The LICENSEE will provide oral notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice by any governmental authority or any other person or entity with respect to a violation of Applicable Environmental Laws resulting from the activities of the LICENSEE or its contractors on the PREMISES. The LICENSEE will promptly take all actions, at its sole expense, as are necessary to comply with all Applicable Environmental Laws as directed by any Federal, State, or local regulatory authority of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may request a more detailed written description of the events or circumstances leading to this event within a time specified by the GOVERNMENT. Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the LICENSEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

10.ab. The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

**ADDENDUM NUMBER 1 TO NAVY CONTRACT NO. N40085-11-RP-\_\_\_\_\_**  
**LICENSE NO. LIC-O-\_\_\_\_\_**  
**GENERAL PROVISIONS**

10.ac. The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed.

10.ad. For the purposes of this provision, the terms used above are defined as follows:

“Toxic or Hazardous Materials” means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).

“Contamination” means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water) that exceeds levels allowed by Applicable Environmental Laws.

“Applicable Environmental Laws” means

(a) Federal, State, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law and to which the LICENSEE is made subject by Federal and State law;

(b) Executive Orders of the President of the United States;

(c) Decisions of courts and administrative tribunals of competent jurisdiction;

(d) Administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

(e) Regulations and directives of the Department of Defense, the Department of the Navy, and the U.S. Marine Corps (for Marine Corps installations only), which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

“Remedial Action” means (1) investigating or monitoring the environmental condition of the PREMISES; and (2) clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

08.16.2011  
110620

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 620**

**TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM**

**BUDGET ADOPTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
406.095031.481181.44102	Transfer from CDBG 2009	66,372.65	
406.095031.481181.44102	Transfer from CDBG 2010	67,467.35	
406.086680.492255.44102	NYS Affordable Housing	200,000.00	
406.086680.523000.44102	Home Improvement Program		333,840.00

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Community Development and Accounting Departments.

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

The Resolution Was  Thereupon Duly Declared Adopted

08.16.2011  
110622

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 622**

**WATER DEPARTMENT**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS,** the Superintendent of the Water District requested additional funds be transferred for chemicals and postage expense;

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

		<u>FROM</u>	<u>TO</u>
112.083200.524451	Purchase & Install Meters	35,000	
112.083200.541100	Repair Account	10,000	
112.083200.542503	Chemicals		35,000
112.083100.542113	Postage Expense		10,000

**RESOLVED,** that the Town Clerk is hereby authorized to forward a copy of this resolution to the Water District and the Accounting Department.

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

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 623**

**MILITELLO CONDEMNATION**

**BUDGET ADJUSTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a transfer of funds is necessary for additional expenditures related to the property know as 48-52 Peconic Avenue, Riverhead;

**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>
001.016200.542500	Supplies & Services	13,125	
406.019400.543000.42501	Professional Services	5,000	
406.019400.521000.42501	Capital Outlay Land		18,125

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Town Attorney and Accounting Departments.

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

The Resolution Was  Thereupon Duly Declared Adopted

08.16.2011  
110624

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 624**

**PLANT 16, NEW WELL CONSTRUCTION**  
**CAPITAL PROJECT**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Superintendent of Water has requested a budget adjustment for costs related to the completion of Plant 16;

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
412.083200.547900.30101 Contingency	95,000	
412.083200.523010.30101 Plant Construction		70,000
412.083200.543501.30101 Professional Services - Engineering		25,000

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Water and Accounting Departments.

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

The Resolution Was  Thereupon Duly Declared Adopted

08.16.2011  
110625

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 625**

**RECREATION**

**BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Superintendent of Recreation requests a transfer of funds for costs related to positions at various recreational facilities;

**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>
001.071100.518607	Seasonal Employees	10,000	
001.071100.515501	Skate Park Attendants	7,500	
001.070200.511500	Personal Services	5,000	
001.071400.515605	Security Guards		10,000
001.079890.511500	Personal Services		12,500

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Recreation and Accounting Department.

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

The Resolution Was  Thereupon Duly Declared Adopted

08.16.2011  
110626

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 626**

**DECLARES WADING WOODS ASSOCIATES, LLC IN DEFAULT REGARDING  
CONDOMINIUM MAP ENTITLED "MAP OF WADING WOODS (A/K/A HORIZON AT  
WADING RIVER")**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Planning Board by resolution dated February 5, 2001, approved the final map entitled, "Condominium Map of Wading Woods" situated at Wading River, New York; and

**WHEREAS**, by Resolution #958 dated September 18, 2001, the Riverhead Town Board accepted Nova Casualty Company Performance Bond #15547 in the amount of \$42,600.00 to ensure the performance of the work to be completed at the condominium project; and

**WHEREAS**, by Resolution #356 dated April 3, 2001, the Riverhead Town Board accepted Nova Casualty Company Performance Bond #11687 in the amount of \$282,500.00 to ensure the performance of the work to be completed at the condominium project; and

**WHEREAS**, pursuant to Riverhead Planning Board resolution dated December 20, 2002, based upon the inspection and recommendation of John J. Raynor, consulting engineer to the Planning Board, it was recommended that the performance bond posted for the improvements to be completed in the condominium development be reduced from \$282,500.00 to the amount of \$94,166.77; and

**WHEREAS**, by Resolution #44 dated January 7, 2003, the Riverhead Town Board approved the reduction of the performance bond from \$282,500.00 to the amount of \$94,166.67; and

**WHEREAS**, by Resolution #791 dated August 18, 2009, the Riverhead Town Board determined that Wading Woods Associates, LLC has failed or neglected to fully and properly complete the required improvements; and

**WHEREAS**, Wading Woods Associates, LLC and the Town of Riverhead entered into settlement discussions in order to have Wading Woods Associates, LLC complete all improvements in connection with their site plan approval and has failed or neglected to fully and properly complete the required site improvements in accordance with their site plan

approval; and

**WHEREAS**, Wading Woods Associates, LLC has failed or neglected to fully and properly complete the required site improvements in accordance with their site plan approval.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Riverhead Town Board hereby declares Wading Woods Associates, LLC in default and calls upon Wading Woods Associates, LLC to complete in all respects, all improvements in connection with their site plan approval or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and wellbeing of the community and its residents; and be it further

**RESOLVED**, that the Town Attorney is hereby directed to present the Nova Casualty Company Surety Bond #NYCR11687 and Nova Casualty Company Performance Bond #15547 for receipt of payment under the terms of said approval hereunder, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Wading Woods Associates, LLC, Attn: David Marom, Principal, 130 Post Avenue, Westbury, New York, 10022; Nova Casualty Company, 726 Exchange Street, Suite 1020, Buffalo, New York, 14210; 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

08.16.2011  
110627

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 627**

**AUTHORIZES SUBMISSION AND PUBLICATION OF NOTICE OF BID  
AVAILABILITY FOR HOME IMPROVEMENT PROJECT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, grant funding is available through the U.S. Housing and Urban Development.; and

**WHEREAS**, the Town of Riverhead Community Development Department ("**CDD**") wishes to rehabilitate a property that previously received funding under the Town of Riverhead Home Improvement Program; and

**NOW, THEREFORE, BE IT RESOLVED**, that the bids will be available beginning August 17, 2011 in the Office of the Riverhead Town Clerk to licensed contractors with mobile home certification.

**BE IT FURTHER RESOLVED**, that the Town Board further authorizes publication of the attached notice on the Town of Riverhead website ([www.riverheadli.com](http://www.riverheadli.com)).

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a notification of this resolution to CDD Director.

**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 the bids are available to undertake certain work at a mobile home on Osborne Avenue under the Town of Riverhead Home Improvement Program. Work must be completed by licensed and insured contractors with mobile home certification.

The specifications are available at the Town of Riverhead Town Clerk for a 15-day period beginning August 17, 2011.

Dated: Riverhead, New York  
August 17, 2011

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE WILHELM, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 628**

**APPOINTS A MAINTENANCE MECHANIC II  
TO THE SEWER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a vacancy exists for the position of Maintenance Mechanic II in the Riverhead Town Sewer District; and

**WHEREAS**, the job was duly posted for, job posting #2, the position was duly advertised for, interviews were conducted; and

**WHEREAS**, pending the results of a successful background check, a recommendation of a suitable candidate has been made by the Sewer District Superintendent and the Personnel Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that effective for August 22, 2011, this Town Board hereby appoints Kyle Watts to the position of Maintenance Mechanic II in the Sewer District as found in Group 7, Step P of the Operational and Technical Salary Schedule; and

**BE IT FURTHER RESOLVED**, that all Town 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 for 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 # 629**

**EXTENDS THE TERMS OF RESOLUTION #157**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Resolution # 157 was adopted on March 1, 2011 approving a leave of absence request from Empire Zone Coordinator Tracy Stark-James for the time period of March 1, 2011 through September 1, 2011; and

**WHEREAS**, Stark-James has complied with the provisions set forth in Resolution #157 and has requested an extension of this approved non-paid leave of absence until December 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby approves Ms. Stark-James' request for an extension of said non-paid leave of absence until December 1, 2011.

**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 # 630**

**AWARDS BID FOR JANITORIAL SUPPLIES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

**WHEREAS**, bids were received and opened at 11:00 am on July 21, 2011, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

**NOW THEREFORE BE IT RESOLVED**, that the bid for **JANITORIAL SUPPLIES** for the Town of Riverhead be and hereby is, awarded to **IMPERIAL BAG & PAPER CO., LLC(CENTER MORICHES PAPER); CENTRAL POLY CORPORATION; EMERALD ISLAND SUPPLY COMPANY; MIVILA OF NEW YORK, INC.; MSC; SAM TELL & SONS, INC. & STRAUSS PAPER CO., INC.** for prices on the attached pages.

**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 JANITORIAL SUPPLIES BID AWARD										
	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
1	ALC-1851	ALUMINUM FOIL ROLL 18" X 500' .001	Roll						20.76	
2	HFA-2045-35	ALUMINUM PANS - 3 COMPART W/ LIDS -250/CASE	CS				41.85			
3	AUS-QTAMON	AMMONIA, QTS - 12/CASE	CS				9.15			
4	NPP-APRON	2PE3V HVY WHITE POLY APRON 24" X 46" -500/CASE	CS			39.94				
5		BAG TIES 4" GREEN/TWIST/2000/CS	CS				3.60			
6	RLP-R334016N	BAGS, GARBAGE, 33"X39"16 micron Hi-Density- (no Nominal Wt)	250/ CS				18.75			
7	INP-6GRO	BAGS, KRAFT GROCERY #6 - 2000 / BUNDLE	BDL				30.95			
8	FTN-10824XH	BAGS, PLASTIC , FOOD GRADE, 1.4MIL - 500/CASE	CS	38.89						
9	ATL-SANDWICH	BAGS, WAXED SANDWICH - 6000/CASE	CS						37.00	
10	ELT-GLBLEACH	BLEACH, 5.25%, GALLONS - 6/CASE	CS	9.38						
11	DEL-7600 / DR32E	BOTTLES - 32OZ SPRAY W/ HI VOLUME SPRAYER	each						0.90	
12	CHS-954	BOX - CARDBOARD- LUNCH 9"X 5"X 4" - 250/BUNDLE	bndl	35.39						
13	NYM-81205	BOWL, 5OZ CHINET, HD PLASTIC - 1000/CASE	CS	39.55						
14	NYM-81212	BOWL, 12OZ CHINET, HD PLASTIC - 1000/CASE	CS	44.84						
15	HMB-JANITOR	BROOM, CORN, HD JANITOR	each					4.75		
16	HMBHMB-18	BROOM, 18" PUSH,MED BRISTLE,NO HANDLE	each						6.61	
17	WLN-BOWLBRSH	BRUSH, TOILET BOWL	each						1.50	

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
18	SPR-32HPSPOT	CARPET SPOTTER, CONTEMPO, PEROXIDE BASE,QTS-12/CS	CS	28.16						
19	PGI-CMTPWD	CLEANSER, COMET POWDER 21 OZ.-24/CASE	CS	35.82						
20	EPC-O&GCLNR	CLEANER, EPIC, SWELL OVEN & GRILL, GALS- 4/CASE	CS				39.85			
21	DRT-4J6	CONTAINERS, DART 4OZ SQUAT FOAM - 1000/CASE	CS				16.95			
22	IMP-DMR-3	CUPS, COLD 3OZ PAPER - 2500/CASE	CS				38.75			
23	DRT-6J6	CUPS, DART 6OZ FOAM - 1000/CASE	CS							14.86
24	DRT-8J8	CUPS, DART 8OZ FOAM - 1000/CASE	CS				15.95			
25	10KY10	CUPS, 10 OZ./1000/CS	CS	24.80						
26	DRT-5SPC	CUPS, DART 5OZ SOFT PLASTIC - 2500/CASE	CS				28.95			
27	MK241	CUTLERY KITS, IND. WRAPPED	CS	13.21						
28	PKM-BOWLBLOC	DEODORANT, BOWL BLOCK W/WIRES 3.5 OZ.	dz							7.84
29	EPC-V8	DISH MACHINE DETERGENT POWDER, EPIC, 50#	CS	73.78						
30	EPC-GUARDALL	DISINFECTANT, EPIC GUARDALL PINE - 4 GAL / CASE	CS				43.85			
31	GPC-P8VUALL	DISPENSER, INDUSTRIAL BATH TISSUE		16.95						
32	DLC-#21DSP	DISPENSER FOR LURON LOTION SOAP		4.50						
33	HMB-536-1	DUST MOP REFILL, 36" X 5" - 12/CASE							43.68	
34	DRK-32FNTSTK	FANTASTIK SPRAY CLEANER, QTS - 12/CASE	CS							28.84
35	SPR-5BOUNCBK	FLOOR FINISH RESTORER - 5 GAL/PAIL	PAIL			83.00				

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
36	BAM-XHWHTFK	FORKS, HD PLASTIC - 1000/CASE	cs	18.15						
37	SFZ-BRJersey	GLOVES, 8 OZ. BROWN JERSEY-12 PR.	dz					4.80		
38	BOS-4027	GLOVES, RED LINED JERSEY	dz	22.46						
39	BOS-4057	GLOVES, LEATHER PALM W/ GAUNTLET - 12 PAIR	dz							17.79
40	BLC-2020L	GLOVES, LATEX - YELLOW, LARGE - 12 PAIR	dz	6.97						
41	RYL-MDPOLY	GLOVES, POLY, FOOD GRADE DISPOSABLE, MED. 1000/BOX (2-500 PK)	dz						5.99	
42		HAND SANITIZERS W/DISPENSERS	each					7.20		
43	CHI-8507	HANDIWIPES, CHICOPEE - 200/CASE	cs	16.71						
44	BAMXWHTKN	KNIVES, PLASTIC - 1000	cs	18.15						
45		LIDS, 6JL, 1000/6 OZ.					9.95			
46	ZR-HFA-4045L	LIDS, BOARD/CASE FOR 3 COMPT ALUM PANS - 500/CASE	cs	36.88						
47	DRT-6JL	LIDS, PLASTIC, VENTED (FITS DART 6J6;4J6)	cs				9.65			
48	<del>ECO-18700</del>	<del>LIME-A-WAY DELIMER, GALLONS, - 4/CASE</del>	es							
49	RLP-R242406N	LINERS, GARBAGE - 24"x 23" 6 micron high density Natural 1000/CS (no nominal weight)wastebasket size	cs							11.99
50	RLP-R243308N	LINERS, GARBAGE - 24"X 33" 8 micron, high density Natural 1000/CS (no nominal weight)fits 8-10 gal. pail	cs		16.40					
51	RLP-R303716N	LINERS, GARBAGE - 30"X 36"; 16 micron, high density Natural 500/CS (no nominal weight)tall kitchen bags	cs		14.20					

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
52	RLP-R386022B	LINERS, GARBAGE - 38"x 60" 22, high density black 150/CS (no nominal weight) 55 gal.(fits 44 gal. pail)	cs		21.10					
53	API-4257XH	LINERS, GARBAGE 42" x 57" 2 mil, indivd folded, Flat bottom 55 gal. pail (holds 65 gallon)	cs		27.10					
54	RLP-R404816N	LINERS, 40"x 48" 16 micron hi density Liners 250/CASE (no nominal weight) fits 32 gal. pail (holds 42 gal.)	cs		21.10					
55	EPC-1EASTEND	LIQUID, EAST END POT &PAN DETERGENT - 4 gal/cs	cs							36.50
56	CNT-404-3	MOP BUCKET W/ WHEELS, continental mfg. 44 qt.	each					24.79		
57	CNT-596	MOP HANDLE, screw type, continental mfg.	each						8.46	
58	HMB-24CTN	MOP HEAD, 24 oz., 8 ply - wide band	each						3.61	
59	HMB-MDSPRCLN	MOP HEAD, med blend, looped, wide band - 12/cs	each						3.63	4.45
60	HMB-32CTN	MOP HEAD, 32 oz., 8 ply - wide band - 12/cs	each	5.97						
61	HMB-12YTMOP	MOPS, YACHT, 12OZ - 6/CASE	each	30.44						
62	AMT-1948	NAPKINS, LUNCH, 1PLY 13X13 - 6000/CASE	each	30.40						
63	PRX-HBRILLO	PADS, BRILLO - 12/10'S /CASE	each	28.48						
64	PAC-SSSPNG	PADS, STEEL WOOL - 12 / BOX	dz				4.85			
65	3MS-20STRIP	PADS, 3M FLOOR, 20" BLACK STRIPPING - 5/CASE	each			22.10				
66	3MS-20BUFF	PADS, 3M FLOOR, 20" RED BUFFING - 5/CASE	cs			22.10				
67	3MS-17BUFF	PADS, 3M FLOOR, 17" RED BUFFING - 5/CASE	cs			20.84				
68	3MS-17STRIP	PADS, 3M FLOOR, 17" BLACK STRIPPING - 5/CASE	cs			20.84				
69	BKL-LINENMAT	PLACEMATS, BROOKLACE 601SE WHITE EMBOSSED-1000/CS	cs	16.10						

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
70	ABC-9CLAY	PLATES, WHITE CLAY COATED SPIRAL - 1000/CASE	CS	24.76						53.90
71	NYM-81206	PLATES, 6" CHINET HD PLASTIC - 1000/CASE	CS							53.90
72	NYM-81209	PLATES, 9" CHINET HD PLASTIC - 500/CASE	CS	45.76						
73	NYM-81230	PLATES, 10.25" CHINET HD PLASTIC-500/CS 3 COMPARTMENT	CS	47.40						
74	EPC-SWELLSS	POLISH, STAINLESS STEEL, AEROSOL, EPIC SWELL - 12/CASE	CS	55.69						
75	AD-12	SALAD, HINGED CONTAINERS/12 OZ./200/CS	CS	42.98						
76	AD-24F	SALAD, HINGED CONTAINERS/24 OZ./DOMED LIDS	CS				43.85			
77	HSP-MT4	SANITARY NAPKINS, MAXITHINS, 250/CS	CS							25.39
78	INO-SKNCLN12	SOAP- HAND, PINK, 800 ML, 12/CS	CS			29.79				
79	PGI-38JOY	SOAP, JOY, 38OZ DISH DETERGENT - 8/CASE	CS					37.36		
80	DLC-LURONLOT	SOAP, LURON HAND & BODY - 8/CASE	CS	52.98						
81	HFM-REDROLL	TABLECLOTHS, PLASTIC, red, 40" X 100' /ROLL	roll	8.49						
82	TMT-TCW	TABLECLOTHS, PLASTIC, white, 40"X 300' /roll	roll				12.85			
83	BAM-XHWHTTS	TEASPOONS, HD PLASTIC - 1000/CASE	CS				16.95			
84	GPC-2520	TISSUE, BATHROOM GP (FITS GPC-S4VUALL DISPENSER 1 PLY,1000RO,48/CS	CS	68.96						
85	SCA-TM1616	TISSUE, BATHROOM, TORK ADVANCED, 2PLY, 500/ROLL - 96/CASE 4.5" x 3.75"	CS		32.66					
86	GPC-2830	TOWELS, PAPER,INDIS ROLL,WHITE (FITS GPCP8 VUALL DISP)12/CASE	CS	69.97						
87	SCA-HB9201	TOWELS, PAPER, HOUSEHOLD, WHITE, TORK ADVANCED,120/ROLL/30CS.	CS	37.90						

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
88	KCS-3405	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK, 84CT - 20/CASE	cs				19.85			
89	SCA-MB540A	TOWELS, MULTIFOLD, WHITE, TORK/4000/CS	cs	22.45						
90	KCS-5701	TOWELS, PAPER WIPERS, K-CLARK WYPALLS 12/15, white -1008 CS.	cs	78.93						
91	KCS-5930	TOWELS, PAPER WIPERS, K-CLARK SCOTTCLOTH 12/16, 80 BX, 5 BOX/CS	cs	79.88						
92		TOWELS, TORK, ADVANCED 120/RL/30 CASE	cs	37.90						
93	KCS-1051	TOWELS, PAPER, C-PULL, KCLARK white 500/RL/4ROLL CASE	cs	58.65						
94	GPC28055	TOWELS, 600' ROLL, 12 rolls/cs	cs							81.91
95	CNT-3255	TRASH CAN DOLLY, CONTINENTAL MFG, black	each						22.28	
96	CNT-5500	TRASH CAN 55 GALLON, HUSKEE / BRUTE, continental mfg. - gray	each						51.15	
97	HSP-URNLSET	URINAL SCREEN W/BLOCK, PLASTIC-12/CS	cs						11.56	
98	BAM-MDKIT500	UTENSIL COMBO KIT, PLASTIC, wrapped - 500/cs	cs	13.21						
99	DRK-WINDXAER	WINDEX, AEROSOL, 20OZ - 12/cs	cs					48.90		
100	DRK-1WINDX	WINDEX, GALLONS - 4/CASE	cs	33.85						
101	BOF-18X2M	WRAP, FOOD GRADE FILM, 35 GUAGEAEP/BORDEN 18" X 2000'	roll				13.25			
102	CNT-SW7	WRINGER, CONTINENTAL (fits cnt -404-3 mop bucket)	each					32.30		
103	SPR-S/LBSBRD	INDUST STRENGTH AEROSOL BASEBRD STRIPPER 18OZ-12/cs	cs	38.92						
104	SPR-DUSTAER	INDUS STRENGTH AERSOL DUSTMOP/CLOTH TRTMNT-12/cs	cs	45.69						
105	SPR-TNTAERO	INDUS STRENGTH AEROSOL TNT TUB & TILE CLEANER 12/cs	cs	35.90						

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
106	SPR-1FSAIRLF	INDUS STRENGTH LIQ. AIRLIFT AIRFRESH,FRESH SCENT-4GALc	cs	69.98						
107	SPR-5BH38	INDUS STRENGHT BH-38 CLEANER / DEGREASER - 5 GAL/ PAIL	pail	28.23						
108	SPR-32CDC10	INDUS STRENGTH CLINGING DISINFECTANT QTS. 12/CASE	cs	31.49						
109	SPR-1DMQ	INDUS STRENGTH DAMPMOP NUETRAL DISINFECTANT CLNR.4 GAL/CS	cs	32.84						
110	SPR-FASTEASY	INDUS STRENGTH HARD SURFACE & GLASS CLEANER, QTS. 12/CASE	cs	25.94						
111	SPR-5ONANON	INDUS STRENGTH ONANON POLYMER FLOOR FINISH-5 GAL. PAIL	pail	65.93						
112	SPR-5ONBASE	INDUS STRENGTH ONBASE WATER-EMULSION FLOOR SEALER - 5 GAL/PAIL	pail	56.78						
113	SPR-5RFSTRIP	INDUS STRENGTH RINSE-FREE FLOOR STRIPPER 5 GAL. PAIL	pail	46.27						
114	SPR-FSAIRLFA	INDUS STRENGTH AEROSOL AIRLIFT AIR FRESHENER, FRESH SCENT-12/CS	cs	38.50						
115	SPR-CTROSHLD	INDUS STRENGTH CITROSHIELD FURNITURE POLISH AEROSOL 20 OZ. 12/CS	cs	38.50						
116	SPR-BOWLCLNR	INDUS STRENGTH GERMICIDAL BOWL CLEANER, QTS - 12/CASE	cs	38.50						
117	SPR-1GLASCLN	INDUS STRENGTH GLASS CLEANER, GALLONS - 4/CASE	cs	22.07						
118	SPR-1HNDCLNR	INDUS STRENGTH LIQUID HAND CLEANER,gallons 4/case	cs	33.78						
119	SPR-1PATHMKR	INDUS STRENGTH PATHMAKER, LO-SUDS FLOOR CLEANER,GAL-4/CS	cs	31.60						
120	SPR-32M95	INDUS STRENGTH M95 MILD ACID BOWLCLEANE-QTS - 12/CASE	cs	21.98						
121	SPR-1NABC	INDUS STRENGTH NON-ACID DISINFECT BATHRM CLEANER 4 GAL/CS	cs	32.11						
122	SPR-1PD64	INDUS STRENGTH PD64 PHENOLIC DISINFECTANT CLEANER, GAL - 4/CASE	cs	68.62						
123	SPR-32SSE	INDUS STRENGTH SSE CARPET PREPRAY/SPOTTER, QTS.-12/CASE	cs	23.92						

	ITEM CODE	DESCRIPTION	TTL	CM	Central	Emerald	Mivila	MSC	Sam Tell	Strauss
124	SPR-STRPHN2A	INDUS STRENGTH STERIPHENE II AEROSOL DISINFECTANT SPRAY 12/CS	CS	43.28						
125	SPR-1SUPSPBF	INDUS STRENGTH SUPER SPRAY BUFF, GALLONS - 4/CASE	CS	52.20						

08.16.2011  
110631

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 631**

**APPOINTS A FILL-IN SEASONAL BEACH ATTENDANT TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a Fill-In Seasonal Beach Attendant is needed by the Riverhead Town Recreation Department

**NOW THEREFORE BE IT RESOLVED**, that effective August 17, 2011, through and including September 6, 2011, this Town Board hereby appoints Jason Sendlewski to the position of Seasonal Beach Attendant, Level I, to be paid the rate of \$8.70 per hour to the Recreation Department and

**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 # 632**

**AUTHORIZES EXECUTION OF CONSENT ORDER – SCAVENGER WASTE DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, an inspection of certain tankage maintained by the scavenger waste district revealed certain deficiencies at tanks 1, 3 and 5 in the overflow protection system and condensate in the sump, and

**WHEREAS**, these deficiencies did not result in the leakage of any product from tanks 1, 3 and 5 and all deficiencies have been remediated, and

**WHEREAS**, the Suffolk County Department of Health Services has prepared an Order on Consent and Waiver of Formal Hearing to address these issues.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor be and hereby is authorized to execute the Order on Consent and Waiver of Formal Hearing in Docket EE-11-1047 Ref. No.: 12916 and any necessary claim voucher, and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward a certified copy of this resolution to Frank Isler, Esq., 456 Griffing Avenue, Riverhead, NY 11901, Superintendent Michael Reichel, Walter Lindley of the Suffolk County Department of Health Services and the Town of Riverhead Accounting Department, 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 # 633**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE**  
**(Downtown Center 5: Residential (DC-5) Zoning Use District)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

**WHEREAS**, a public hearing was held on the 2<sup>nd</sup> day of August, 2011 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code at its regular meeting held on August 16, 2011.

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

Chapter 108  
**ZONING**  
ARTICLE LX

**Downtown Center 5: Residential (DC-5) Zoning Use District**

**§ 108-314. Uses.**

In the DC-5 Zoning Use District, no building, structure, or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed, or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

A. Permitted uses:

- (1) Single-family and two-family dwelling units.
- (2) Townhouses.
- (3) Places of worship.
- (4) Schools.
- (5) Professional offices on parcels of .17 acres or greater.

- Underscore represents addition(s)

Dated: Riverhead, New York  
August 16, 2011

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

**DIANE M. WILHELM, Town Clerk**

08.16.2011  
110634

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 634**

**AUTHORIZATION FOR SUPERVISOR TO SIGN LICENSE  
WITH DEPARTMENT OF NAVY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.; and

**WHEREAS**, on April 6, 2010, the Town Board adopted Resolution No. 251 entitled, "Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail; and

**WHEREAS**, on October 5, 2010, the CDA Board adopted Resolution No. 17 entitled "Authorizes Optimized Reconstruction of the Calverton Rail Spur" to request the remaining ARRA funding certified for the Calverton Rail project to enhance the design and provide more efficient trackage that accommodates modern freight rail cars to eliminate the obsolete runaround track and relocate said runaround track to include an approximately 1800' long runaround track, creates a better functioning spur that will provide more efficient service; and

**WHEREAS**, on March 15, 2011, the Town Board adopted Resolution #176 titled "Authorizes Change Order for Optimized Reconstruction of Calverton Rail Spur"; and

**WHEREAS**, the Town of Riverhead has advised the Department of Navy that it needs to enter upon a portion of the Navy's property at EPCAL to complete the rail spur construction; and

**WHEREAS**, the Department of Navy has forwarded a License for Nonfederal Use of Real Property (the "License" to allow entry upon a portion of the Navy's property for that purpose; and

**WHEREAS**, the license has been reviewed and found acceptable to the Town Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board be and hereby approves the Supervisor's execution of the attached License with The United States Department of Navy; and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to the Accounting 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, 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

**LICENSE FOR NONFEDERAL USE OF REAL PROPERTY****NAVFAC 11011/29 (6-75)**

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS SET FORTH IN ITEM 10. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS

**LICENSE NUMBER: LIC-O-\_\_\_\_\_**

ALL CORRESPONDENCE PERTAINING TO THIS DOCUMENT SHOULD INCLUDE A REFERENCE TO CONTRACT NUMBER: **N40085-11-RP-\_\_\_\_\_**

**1. NAVAL ACTIVITY (Property location)**

NWIRP Calverton, NY

**UIC:** N96095

**2. DATES COVERED (Inclusive)**

**FROM:** 08/08/2011

**TO:** 12/08/2011

**3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)**

As shown in Attachment A, which is made a part hereof, the Licensed Premises consist of approximately 1800 linear feet to rehabilitate the Rail Spur at the former NWIRP Calverton as well as to begin work on constructing a rail siding track.

**4. PURPOSE OF LICENSE**

Temporarily provide an area for the LICENSEE to commence work on a rail siding project while an easement is drafted and executed.

**5. LICENSOR**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY**

**5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and Address)**

Mrs. Lora Fly  
9742 Maryland Avenue  
Norfolk, VA 23511

**6. LICENSEE (Name and address)**

Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

**6a. LOCAL REPRESENTATIVE (Name and address)**

Ms Chris Kempner  
200 Howell Avenue  
Riverhead, NY 11901  
(631) 727-3200 x287

**7. CASH PAYMENT BY LICENSEE (Payable in advance)(If no cash payment is required, enter "None" under item 7a "Amount")**

**a. AMOUNT  
(Each payment)**  
None

**b. FREQUENCY  
PAYMENTS DUE**  
N/A

**c. FIRST DUE  
DATE**  
N/A

**d. TO (Title and address of local representative of the Government)**  
N/A

**8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required, enter "None" under item 8a "Amount")**

**a. AMOUNT  
(Each payment)**  
None

**b. FREQUENCY  
PAYMENTS DUE**  
N/A

**c. FIRST DUE  
DATE**  
N/A

**d. TO (Title and address of local representative of the Government)**  
N/A

**9. Insurance Required at Expense of LICENSEE**

Type	Minimum Amount	Type	Minimum Amount
a. Fire and Extended Coverage	\$2,000,000	c. Third Party Personal Injury per Person	\$2,000,000
b. Third Party Property Damage	\$2,000,000	d. Third Party Personal Injury per Accident	\$2,000,000

**10. GENERAL PROVISIONS (See Following Page)**

In accordance with the Public Law 102-484 at Section 2854, amended by 103-337 at section 2833, the LICENSEE is exempt from the requirement to make Cash Payments.  
Addendum No. 1, containing General Provisions 10.n. through 10.ad., was added prior to the execution of this License, and is herefore made a part of this License.

**11. EXECUTION OF LICENSE BY**

FOR	NAME AND TITLE (Typed)	SIGNATURE	DATE
Department of The Navy	<b>RICHARD A. RAZABDOUSKI</b> Real Estate Contracting Officer NAVFAC, Mid-Atlantic By Direction		
LICENSEE			

If LICENSEE is a Corporation, Certification of signature is attached

## 10. GENERAL PROVISIONS

a. The Licensor hereby grants to the LICENSEE the right to use the premises or facilities described in Item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the LICENSEE.

e. If utilities and services are furnished the LICENSEE for its use of the premises, the LICENSEE shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The LICENSEE, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of LICENSEE's use. The amount of expense to be borne by the LICENSEE shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the LICENSEE. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the LICENSEE's use. Upon a determination by the Government that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the LICENSEE shall pay to the Government its proportionate share, on demand.

g. No additions to, or alternations of, the premises or facilities shall be made without the prior consent of the Government. Upon revocation or surrender of this License, to the extent directed by the Government, the LICENSEE shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same or as good condition as existed on the date of entry under this license, reasonable wear and tear excepted.

h. The LICENSEE shall be liable for any loss of or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Government. The LICENSEE's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The LICENSEE shall not be liable for loss of or damage to, the premises arising from causes beyond the control of the LICENSEE and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the LICENSEE of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the LICENSEE. All insurance required of the LICENSEE on the premises shall be for the protection of the Government and the LICENSEE against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the LICENSEE and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of LICENSEE) and the proceeds, at the direction of the Government, shall be payable to (Name of LICENSEE), and proceeds not paid to (Name of LICENSEE) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the LICENSEE shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the

premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the LICENSEE for such loss or damage, the LICENSEE shall effect such repair, rebuilding or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the LICENSEE by the Government. In the event the LICENSEE shall have effected any repair, rebuilding or replacement which the LICENSEE is required to effect pursuant to this paragraph, the Government shall direct payment to the LICENSEE of so much of the proceeds of any insurance carried by the LICENSEE and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the LICENSEE to effect such repair, rebuilding or replacement. In the event the LICENSEE shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the LICENSEE, the LICENSEE shall promptly refund to the Government the amount of such proceeds.

i. The LICENSEE shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the LICENSEE, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right to subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Government may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Government's local representative prior to use of the premises and facilities. The LICENSEE agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Government's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. The LICENSEE warrants that it has not employed any person to solicit or secure this License upon any agreement of a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the LICENSEE the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the LICENSEE upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the LICENSEE for the purpose of securing business.

l. In connection with the performance of work under this License, the LICENSEE agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The LICENSEE agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause. The LICENSEE further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Government as designed in Item 5a.

**ADDENDUM NUMBER 1 TO NAVY CONTRACT NO. N40085-11-RP-\_\_\_\_\_**  
**LICENSE NO. LIC-O-\_\_\_\_\_**  
**GENERAL PROVISIONS**

10.n. INDEMNIFICATION: LICENSEE accepts responsibility for all liability related to, or arising under, LICENSEE's use of the property. Further, LICENSEE shall release and hold harmless the Government, its officers, agents, and employees from all liability, suits, claims, actions, or demands in any way related to, or arising under, LICENSEE's use of the property. This includes, but is not limited to, all environmental suits, claims, and enforcement actions, arising during LICENSEE's construction on, or use of, the property, or after such construction, or use, has ended. Further, LICENSEE shall reimburse the Government for all expenditures incurred if the Government voluntarily chooses to undertake any remedial action to address contamination on the premises or facilities resulting from the acts or omissions of LICENSEE.

10.o. GRATUITIES: The Government, by written notice to the LICENSEE, may terminate the rights of the LICENSEE under this License if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LICENSEE, or any agent or representative of the LICENSEE, to any officer or employee or the Government with a view toward securing a license or securing favorable treatment with respect to the awarding or amendment, or the making of any determination with respect to the performing of such license; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this License is so terminated, the Government shall be entitled (1) to pursue the same remedies against the LICENSEE as it could pursue in the event of a breach of the contract by the LICENSEE; and (2) as a penalty in addition to damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the LICENSEE in providing such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

10.p. LICENSEE shall not unduly interfere or inhibit the GOVERNMENT's mission at the former NWIRP Calverton, NY.

10.q. As consideration for this License, LICENSEE shall provide, or cause to be provided, protection and maintenance for the Licensed property. It is understood and agreed that LICENSEE shall, at its own expense, protect and maintain the Licensed Property. During the term of this License, Government shall have no responsibility except as otherwise described herein, financial or otherwise, with respect to maintenance of the Licensed Property.

10.r. The Government shall be allowed access to the Licensed Property at all reasonable times through the term of this License.

10.s. Any cost, expense, or liability connected with or in any manner incident to the LICENSEE's performance of this License shall be assumed and discharged by the LICENSEE.

10.t. Insurance requirements shall be applied to all LICENSEE representatives performing work or service under the License.

10.u. Upon completion of the term of this License, LICENSEE guarantees that the Licensed Property will be free from Debris and any other undesirable materials and the LICENSEE shall restore the premises to the same or as good condition as existed prior to the initiation of this license.

10.v. The LICENSEE's rights under this license shall be subject to rules and regulations prescribed by the Government to ensure that the exercise of these rights will not unduly interfere with Government activities.

10.w. In accordance with 10 U.S.C. §2692, the LICENSEE may not allow the treatment, storage or disposal of any Toxic or Hazardous materials on the PREMISES.

10.x. The LICENSEE will reimburse the GOVERNMENT for all expenditures incurred if the GOVERNMENT undertakes any Remedial Action to address Contamination on the PREMISES resulting from the acts or omissions of the LICENSEE or its contractors.

10.y. During the term of this license, if the LICENSEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.

10.z. The LICENSEE will promptly take all actions, necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 10.x, including but not limited to: (1) report the occurrence to appropriate Federal, State, or local regulatory authorities, if so directed by the GOVERNMENT; (2) take timely and effective steps to minimize the Release and its impact on human health and the environment; and (3) take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.

10.aa. During the term of this license, the LICENSEE will ensure that all activities conducted by the LICENSEE or its contractors on the PREMISES are carried out in compliance with Applicable Environmental Laws. The LICENSEE will provide oral notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice by any governmental authority or any other person or entity with respect to a violation of Applicable Environmental Laws resulting from the activities of the LICENSEE or its contractors on the PREMISES. The LICENSEE will promptly take all actions, at its sole expense, as are necessary to comply with all Applicable Environmental Laws as directed by any Federal, State, or local regulatory authority of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may request a more detailed written description of the events or circumstances leading to this event within a time specified by the GOVERNMENT. Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the LICENSEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

10.ab. The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

**ADDENDUM NUMBER 1 TO NAVY CONTRACT NO. N40085-11-RP-\_\_\_\_\_**  
**LICENSE NO. LIC-O-\_\_\_\_\_**  
**GENERAL PROVISIONS**

10.ac. The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed.

10.ad. For the purposes of this provision, the terms used above are defined as follows:

“Toxic or Hazardous Materials” means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).

“Contamination” means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water) that exceeds levels allowed by Applicable Environmental Laws.

“Applicable Environmental Laws” means

- (a) Federal, State, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law and to which the LICENSEE is made subject by Federal and State law;
- (b) Executive Orders of the President of the United States;
- (c) Decisions of courts and administrative tribunals of competent jurisdiction;
- (d) Administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

(e) Regulations and directives of the Department of Defense, the Department of the Navy, and the U.S. Marine Corps (for Marine Corps installations only), which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

“Remedial Action” means (1) investigating or monitoring the environmental condition of the PREMISES; and (2) clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

**TOWN OF RIVERHEAD**

**Resolution # 635**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AUCTION SERVICES  
AGREEMENT WITH PROPERTYROOM.COM, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, pursuant to Resolution #198 adopted on March 15, 2011, the Town Board of the Town of Riverhead expressed its desire to ensure that the same sound business judgment used for the purchase of personal property and/or assets (i.e. supplies and equipment) is used for the evaluation of personal property and/or asset with respect to its usefulness to the Town now or in the foreseeable future; determination regarding its commercial or salvage value; and finally, cost effective and efficient procedures for disposition of the personal property and/or assets deemed no longer of public use to the Town such that the Town may receive the highest return for resale; and

**WHEREAS**, in an effort to accomplish the goals expressed above, the Town Board adopted an amendment to the Town's Procurement Policy which provided for a procedure for all Town Departments to follow for any and all items of personal property and/or asset(s) it wishes to have declared surplus, including identification of item, serial/tag #, location, condition, estimated surplus value, and reason for disposal; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to retain the services of PropertyRoom.com, Inc. to provide auction services and disposition services for the items of personal property and/or asset(s) declared surplus pursuant to and consistent with Guideline 8 and such other procedures and requirements set forth in the Procurement Policy; and

**WHEREAS**, a corporation, PropertyRoom.com, Inc, was created in 1999 to provide online auction services solely to law enforcement agencies has expanded its services to provide the same online auction services to government agencies and departments seeking to sell seized, recovered, found, and other items including personal property and/or asset(s) declared surplus; and

**WHEREAS**, PropertyRoom.com, Inc. made a presentation to department heads and such other Town staff with knowledge of the Town's policies and goals with respect to surplus property and assets, and based upon same together with research into the

services provided by PropertyRoom.com, Inc., the Town has determined that PropertyRoom.com, Inc. possess the requisite experience and expertise to perform the services required to make a determination regarding an asset's commercial or salvage value and auction the item such that the Town may receive the highest return for resale; and

**WHEREAS**, it is agreed and understood, that the proposed Agreement with PropertyRoom.com, Inc., and any such final Agreement to be executed by the parties, shall not include a fee for services but instead shall be based upon commission, i.e. 5% of the winning bid plus 15% Buyer Premium Charge to be paid to PropertyRoom.com, Inc. for large in-place items and 12.5% of winning bid plus tow fees, if applicable, for pick up and haul away items; and

**WHEREAS**, it is agreed and understood, that any such Agreement with PropertyRoom.com, Inc. shall not in any way limit or prohibit the Town Board from donating an item of personal property and/or asset as permitted under the law and in the best interests of the Town; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute an Agreement for Auction Services with Propertyroom.com, Inc. in substantially the form annexed hereto; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to PropertyRoom.com, Inc., 26421 Crown Valley Parkway, Suite 200, Mission Viejo, CA 92691; 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

These Terms and Conditions (the "Ts & Cs") set forth the terms upon which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide auction and disposition services (the "Services") for physical goods (the "Property") provided from time to time by the Contracting Organization or any Sister Agency of the Contracting Organization (jointly and severally, the "Owner") to Contractor on behalf of, and as agent for, the Owner.

**Methods for Accepting Ts & Cs.** These Ts & Cs may be accepted by Contractor and the organization to which the Services are provided (the "Contracting Organization") by:

- (i) Execution of a written agreement expressly incorporating these Ts & Cs, together with any attachments or addenda expressly incorporated therein (the "Executed Docs"),
- (ii) Presentment of these Ts & Cs as part of a proposal letter, proposal documentation or other written submission signed by Contractor and acceptance in writing (whether by letter, facsimile or e-mail) of such materials by the Contracting Organization without modification (the "Transaction Docs"),
- (iii) Presentment of these Ts & Cs as part of a proposal letter, proposal documentation or other written correspondence signed by Contractor and subsequent submission by the Contracting Organization of Property to Contractor for performance of Services.

**Allowance of "Piggy-backing" by Sister Agencies.** These Ts & Cs may also be accepted by any municipal, county or state governmental agency located in the state in which the Contracting Organization is located (each a "Sister Agency") by Sister Agency submission of Property to Contractor for performance of Services.

The agreement between Contractor and Owner (the "Agreement") consists of these Ts & Cs and (i) if any Executed Docs exist, such Executed Docs, (ii) if no Executed Docs exist but Transaction Docs exist, such Transaction Docs. If neither Executed Docs nor Transaction Docs exist, then the Agreement shall consist solely of these Ts & Cs. The Agreement, as so defined, collectively comprises the entire agreement between Contractor and Owner relating to the subject of the Agreement and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

1. **Items to be Sold.** From time to time, Owner will designate items of Property it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain items as Property in its sole discretion.
2. **Title to Property.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with the Agreement. In connection therewith, Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided in the Agreement.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** Contractor will, on Owner's behalf as its representative, pick-up, store and list Property for sale by internet auction to the public on one or more domain names selected by Contractor. To the extent that any Property is not sold by auction, Contractor may, in any commercially reasonable manner selected by Contractor, dispose of Property. Contractor will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. Contractor will handle all phases of submitting Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; setting auction length; creating text and graphics to describe and depict Property; collecting Buyer information; approving Buyer purchase transactions; and collecting Proceeds for completed sales from Buyers. Contractor shall use reasonable commercial efforts in auctioning and selling Property and disposing of Property that does not sell. Contractor shall sell and dispose of all Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.

- b. **Large Property Items.** Contractor will, at Owner’s request and on Owner’s behalf as its representative, list physically large Property (“Large-Items”) for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, Contractor offers Owner different selling options (“Gold” and “Platinum”), each with different service components and associated pricing.
  - (1) **In-Place Option.** For Gold, Contractor will auction Large-Items in-place, and in this context, “in-place” means that Contractor will not pick-up and store these Large-Items but rather Owner will maintain physical control until transfer of title to Buyers.
  - (2) **Haul-away Option.** For Platinum, Contractor will, in conjunction with an agent or subcontractor of Contractor and to the extent practical, pick-up and haul-away Large-Items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
  - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

**Services Summary Table for Large-Items**

Service Component	Service Option	
	Gold	Platinum*
1. List Large-Item for online auction	Contractor	Contractor
2. Checklist review and coordination	Contractor	Contractor
3. Listing write-up and marketing	Contractor	Contractor
4. Auction and auction technology management	Contractor	Contractor
5. Customer Support to Bidders	Contractor	Contractor
6. Coordinate Buyer payment and Large-Item pick-up	Contractor	Contractor
7. Transaction (payment) processing	Contractor	Contractor
8. Photographing, vehicle review, equipment description	Owner	Contractor
9. Provide or procure asset title documentation, as applicable	Owner	Owner**
10. Pick-up and haul-away for off-premises online auction		Contractor

\* Contractor provides its Platinum service in cooperation with Copart, Inc., (“CPRT”) a publicly traded company.

\*\* For a mutually agreeable fee, Contractor will optionally obtain title documents on behalf of Owner.

**4. Term and Termination.**

- a. The Agreement will become effective upon formation (the “Effective Date”) and will continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. The Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in the Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to remit the Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner’s election and cost.

**5. Allocation of Sales Proceeds.**

**a. Portable Property Items**

- (1) **Sales Price.** Total Proceeds paid by Buyer shall be called “Sales Price.” Sales Price shall include the winning bid amount (the “Winning Bid”) plus fees (the “Fees”), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.

- (2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance on behalf of Owner and Buyer, as applicable.
- (3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor (by deduction pursuant to the section titled "Payment Terms" below) a fee (the "Contractor Commission") equal to fifty percent (50%) of the first \$1,000 of the Winning Bid and twenty five percent (25%) of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".
- (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.
- (5) **Net Proceeds.** The amount of the Winning Bid paid to Owner after deduction and payment of the Contractor Commission and Processing Costs will be called "Owner's Net Proceeds".
- (6) **Fuel Surcharge.** Contractor does not charge pick-up fees. If and when fuel prices rise above a level as shown in the Fuel Surcharge Schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each Portable Item manifest. Contractor tracks benchmark average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

**Fuel Surcharge Schedule**

<b>Retail Diesel (per gal)</b>	<b>Fuel Surcharge*</b>
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40

\* Divides across locations and/or sub-accounts picked-up same day  
 \*\* Table continues upward at same rate

- (7) To the extent that Property is not sold by auction and Contractor disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to charity, recycling, landfill, or scrap processor, Owner understands and agrees:
    - (a) For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
    - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
    - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
    - (d) Contractor will bear the burden of Disposal Costs.
    - (e) Owner will pay to Contractor the Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that the Disposition Proceeds will be deemed to be the "Sales Price" and the Disposal Costs will be deducted as a transaction cost under Section 5a(2) above.
- b. Large- Items.**
- (1) **Sales Price, Contractor Commission, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Property Items.
  - (2) **Contractor Commission.** For each Large-Item of Property, Contractor will be entitled to a Contractor Commission equal to a percent of the Winning Bid which varies according to the Large-Item service option employed. In addition, Contractor will be entitled to charge to the Buyer a premium paid directly to Contractor (the "Buyer's Premium") which will not be included in the Winning Bid.

- (a) **Gold.** Contractor Commission will be 5% of the Winning Bid and Contractor will charge Buyer a 15% Buyer's Premium.
  - (b) **Platinum.** Contractor Commission will be 12.5% of the Winning Bid. In addition, for Large-Items that can be hauled on a standard vehicle transporter, tow services are provided for free when within 30 miles of one of CPRT's 140 facilities. A \$25 tow fee applies for every 25 miles over the first 30 free miles. In addition, fees for acquiring titles on behalf of Owner, if any, or for oversized vehicle (e.g., crane, bus, backhoe, etc.) haul-away fees, will be borne entirely by Owner.
6. **Payment Terms.** Once a month, Contractor will remit to Owner the Owner's Net Proceeds (less any Title Fees and/or Fuel Surcharges, if applicable) arising from completed sales during the prior month (after payment of all transaction costs, Contractor Commissions, Processing Fees, Title Fee and Fuel Surcharges, as applicable). Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:
- a. The completed sales during the prior month, including the total amount of related Proceeds collected, the Contractor Commissions, the Owner and Contractor share of Processing Costs, any applicable Title Fees and/or Fuel Surcharges, and the Owner's Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by Contractor at the end of the month.
7. **Contractor Obligations.** With respect to Contractor's delivery of Services:
- a. Contractor will exercise due care in the handling and storage of Property;
  - b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.
  - e. To help Owner comply with public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, Contractor agrees to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to [www.PropertyRoom.com](http://www.PropertyRoom.com) or other websites Contractor uses for sale of Owner items. Contractor will supply technical requirements for Links to Owner.
8. **Owner Obligations.** Owner will use reasonable commercial efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees that it will not provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event that any third party asserts a claim that any Property consists of Prohibited Property, Owner shall indemnify and hold Contractor harmless from any such claim and all damages, liabilities (whether joint or several), costs and expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in connection with such claim, whether or not litigated. In the event of any such claim or if Contractor otherwise determined in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event that any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to the Buyer, in

which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows (the "Conditions Precedent"):
  - a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
  - b. Owner has taken all actions under applicable law that are required for Owner to auction the Property or to transfer title to the Property to Buyers (including, without limitation, all notice requirements and the like required prior to the sale of Property at auction under local statute or municipal code).
11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement (the "Books and Records") for at least three (3) years following expiration or termination of the Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by the Agreement and to account for and document those activities.
17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on

**AUCTION SERVICES AGREEMENT: TERMS AND CONDITIONS**

behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall be not liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.

18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

Owner Information	Schedules, Supplements & Other Attachments
<p>_____ Owner Name</p>	<p><b>Mark Included Items:</b></p>
<p>_____ Street Address</p>	<p><b>Ts &amp; Cs</b> <span style="float: right;">Yes</span></p>
<p>_____ City, State, Postal Code</p>	<p><b>Addendums</b> _____</p>
<p>_____</p>	<p>_____</p>
<p>_____</p>	<p>_____</p>

This Agreement, including all of the terms and conditions set forth in the Ts & Cs as well as any attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

**Owner**

**PropertyRoom.com**

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

PropertyRoom.com, Inc.  
26421 Crown Valley Parkway, Ste 200  
Mission Viejo, California 92691  
949-282-0121  
Federal Tax ID 86-0962102

**TOWN OF RIVERHEAD**

**Resolution # 636**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY  
SHERIFF'S DEPARTMENT TO ASSIST THE COUNTY IN "OPERATION SHIELD"  
EXERCISES**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Suffolk County Sheriff's Department desires assistance in patrolling the waterways in Riverhead regarding law enforcement activity; and

**WHEREAS**, the Town of Riverhead is desirous of assisting the Suffolk County Sheriff's Department by providing personnel to assist the County in "Operation Shield" exercises conducted under a New York State grant; and

**WHEREAS**, the Suffolk County Sheriff's Department will provide grant monies not to exceed \$9,552.00 in defraying Town personnel expenses regarding "Operation Shield" exercises.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Sheriff's Department for the purpose of defraying the expenses of the Town's assistance in "Operation Shield" exercises: and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael P. Sharkey, Chief of Staff, Suffolk County Sheriff's Department, 100 Center Drive, Riverhead, NY 11901; Riverhead Town Police Department and the Office of the Town Attorney; and be it further

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

**Agreement**

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Sheriff's Office ("the Department"), located at 100 Center Drive, Riverhead, New York 11901; and

The Town of Riverhead ("the Contractor"), having an address at 200 Howell Avenue, Riverhead, New York 11901.

**Term of the Contract:** June 1, 2011 through December 31, 2011

**Total Cost of the Contract:** Shall not exceed \$9,552.00, as set forth in Article II, attached.

**Terms and Conditions:** Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

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

**Name of Contractor**

By: \_\_\_\_\_

Name: Sean M. Walter  
Title: Supervisor  
Fed. Tax ID #11-600-1935  
Date \_\_\_\_\_

Sean M. Walter, hereby certifies under penalties of perjury that I am an officer of Town of Riverhead that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Town of Riverhead meets all requirements to qualify for exemption thereunder.

Name Sean M. Walter  
Date \_\_\_\_\_

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**Approved:**  
**Suffolk County Sheriff's Office**

By: \_\_\_\_\_  
Name Vincent F. DeMarco  
Title Sheriff  
Date \_\_\_\_\_

**Approved as to Legality:**  
**Christine Malafi, County Attorney**

By: \_\_\_\_\_

S. Betsy Heckman  
Assistant County Attorney  
Date \_\_\_\_\_

**List of Articles & Exhibits**

**Article I**

**Description of Services**

**Article II**

**Financial Terms and Conditions**

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Comptroller's Rules and Regulations for Consultant's Agreements
5. Specific Payment Terms and Conditions

**Exhibit 1**

**County Terms and Conditions**

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Termination
6. Indemnification and Defense
7. Insurance
8. Independent Contractor
9. Severability
10. Merger; No Oral Changes
11. Set-Off Rights
12. Non-Discrimination in Services
13. Nonsectarian Declaration
14. Governing Law
15. No Waiver
16. Conflicts of Interest
17. Cooperation on Claims
18. Confidentiality
19. Assignment and Subcontracting
20. No Intended Third Party Beneficiaries
21. Certification as to Relationships
22. Publications and Publicity
23. Copyrights and Patents
24. Arrears to County
25. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
26. Notice

**Exhibit 2**

**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law

**Law No. 11-SH-018**

**Operation SHIELD**

3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Suffolk County Local Laws Website Address

**Article I**  
**Description of Services**

**Whereas**, the County has received federal pass-through grant funds from the New York State Office of Homeland Security for an “Operation Shield”; and

**Whereas**, the County has accepted and appropriated said funds via Resolution No. -2010; and

**Whereas**, the Contractor will provide personnel to assist the County in the “Operation Shield” exercises as set forth herein;

**Now Therefore**, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article I and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

- 2.** The Contractor will assist the County in carrying out two New York State funded “Operation Shield” exercises by providing personnel for maritime enforcement as detailed in Article II.

**Article II**  
**Financial Terms and Conditions**

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article II and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

**2. General Payment Terms**

**a. Presentation of Suffolk County Payment Voucher**

In order for payment to be made by the County to the contractor for the Services, the contractor shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter.

**b. Voucher Documentation**

To the extent applicable to the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates, program budget categories, and time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period.

**c. Payment by County**

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

**d. Final Voucher**

The acceptance by the Contractor of payment of all billings made on an approved Voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

**3. Agreement Subject to Appropriation of Funds**

The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

**4. Comptroller's Rules and Regulations for Consultant's Agreements**

- a.** The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of the Contract. The County shall provide the Contractor

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with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant's Agreements" during the term of the Contract.

- b. The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles, and as may otherwise be directed by the Comptroller.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.
- d. All payments made under the Contract are subject to audit by the Comptroller. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer.

**5. Specific Payment Terms and Conditions**

**a. Payments Contingent upon State/Federal Funding**

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In such event, no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

**b. Denial of Aid**

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

**c. Budget**

The Contractor expressly represents and agrees that the Budget below, to the extent applicable, lists all personnel and/or all other costs of the Services.

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**d. Salaries**

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.

**e. Salary Increases**

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

**6. Budget**

<u>Rank</u>	<u>O/T Hours</u>	<u># Assigned</u>	<u>Salary &amp; Fringe</u>	<u>Total</u>
Sergeant	72	1	\$84.00	\$6,048.00
P.O.	48	1	\$73.00	<u>\$3,504.00</u>
				\$9,552.00

**End of Text for Article II**

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**Exhibit 1**  
**County Terms and Conditions**

**1. Elements of Interpretation**

As used throughout the Contract:

**a.** Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

**b.** Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

**2. Meanings of Terms**

As used in the Contract:

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“**Contractor**” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, agents, servants, officials, and employees.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

- a.** The Contractor’s failure to maintain the amount and types of insurance required by the Contract; or
- b.** The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- c.** The Contractor’s bankruptcy or insolvency; or

**d.** The Contractor’s failure to cooperate in an Audit; or

**e.** The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

**f.** The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

**g.** The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

**h.** Any condition the County determines, in its sole discretion, that is dangerous.

“**Federal**” means the United States government, its departments and agencies.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Services**” means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

“**State**” means the State of New York.

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

“**Term**” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

**3. Contractor Responsibilities**

**a.** It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of the Contract.

**b.** The Contractor shall promptly take all action as may be necessary to render the Services.

**c.** The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

**4. Qualifications, Licenses, and Professional Standards**

**a.** The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

**b.** The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other

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approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

**5. Termination**

**a. Thirty Days Termination**

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

**b. Event of Default; Termination on Notice**

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

**c. Duties upon Termination**

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Contract.

**6. Indemnification and Defense**

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and

employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to the Contractor's actions in carrying out its duties under this Contract.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

**7. Insurance**

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In

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accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

### 8. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

### 9. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or

circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

### 10. Merger; No Oral Changes

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

### 11. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

### 12. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national

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origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

**13. Nonsectarian Declaration**

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

**14. Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

**15. No Waiver**

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

**16. Conflicts of Interest**

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**17. Cooperation on Claims**

The Contractor and the County shall render diligently to

each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

**18. Confidentiality**

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

**19. Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.

b. Such Assignment shall be subject to all of the provisions of the Contract, assumption of all of the provisions of the Contract by the Contractor's assignee, and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

**20. No Intended Third Party Beneficiaries**

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

**21. Certification as to Relationships**

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

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**22. Publications and Publicity**

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the Suffolk County Executive’s Office.”

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

**23. Copyrights and Patents**

**a. Copyrights**

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

**b. Patents**

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**24. Arrears to County**

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

**25. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered

employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

**26. Notice**

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

**End of Text for Exhibit 1**

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**Exhibit 2**  
**Suffolk County Legislative Requirements**

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

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

**Required Form:**

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

**2. Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

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

**Required Forms:**

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

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

**3. Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

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

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:**

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

**4. Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred

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

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

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

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

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

**Required Forms:**  
Suffolk County Lawful Hiring of Employees Law Form

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

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

**5. Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

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

**8. Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense

**Law No. 10-SH-018**  
**Operation Shield**

covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

**10. Youth Sports**

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter ), all contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

**11. Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>.

**End of Text for Exhibit 2**

**Suffolk County Form SCEX 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. **In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.**

*E. Long*

1. Contractor's/Vendor's Name: Town of Riverhead  
Address: 200 Howell Avenue  
City and State: Riverhead, NY Zip Code: 11901
2. Contracting Department's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Payee Identification or Social Security No.: \_\_\_\_\_
4. Type of Business: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? \_\_\_\_\_ Yes \_\_\_\_\_ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? \_\_\_\_\_ Yes \_\_\_\_\_ No. **If you answered yes to either part 5.a or 5.b, you must complete parts 6 through 9. In any event you must complete items 10 and 13.**
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? \_\_\_\_\_ Yes \_\_\_\_\_ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_
11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- a) Hospital
- b) Educational or governmental entities
- c) Not-for-profit corporations
- d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Printed Name of Signer: Sean M. Walter  
 Title of Signer: Supervisor  
 Name of Contractor/Vendor: \_\_\_\_\_

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
**(Within New York State)**

STATE OF NEW YORK )  
 COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 (signature and office of individual taking acknowledgment)

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
**(Without New York State)**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 (signature and office of individual taking acknowledgment)

**SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT**

**NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

**To Be Completed By Applicant/ Employer/Contractor**

- 1) NAME: Town of Riverhead
- 2) VENDOR #: \_\_\_\_\_ (If known)      3) CONTRACT ID #: \_\_\_\_\_ (If known)
- 4) CONTACT: David Hegermiller, C of P      5) TELEPHONE #: 727-3200 x335
- 6) ADDRESS: 210 Howell avenue  
Riverhead, NY 11901
- 7) TERM OF CONTRACT (DATES): 6/1/11-12/31/11
- 8) PROJECT NAME: ( IF DIFFERENT FROM #1) Operation Shield
- 9) AMOUNT: \$9,552.00
- 10) AWARDDING AGENCY: Homeland Security
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:  
Maritime law enforcement focusing on foreign flagged vessels.

12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).

13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT**  
**LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or "Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I The**

*Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.83 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.33 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

**Section II The**

*Living Wage Law* does not apply to this contract for the following reason(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check if applicable

**Section III**

Contractor Name:	Town of Riverhead	Federal Employer ID#:	11-600-1935
Contractor Address:	200 Howell Avenue	Amount of compensation:	\$9,552.00
	Riverhead, NY 11901	Vendor #:	
Contractor Phone #:	727-3200		

Description of project or service: \_\_\_\_\_

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

\_\_\_\_\_  
 Authorized Signature  
 Sean M. Walter, Supervisor  
 \_\_\_\_\_  
 Print Name and Title of Authorized Representative

\_\_\_\_\_  
 Date

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT**  
**UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

**County Contractor:** "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

**Section I**

Check if  
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

**Section II**

Check if  
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): \_\_\_\_\_

Contractor will not receive more than \$50,000 in County funds.

Suffolk County, New York  
Department of Labor

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**Section III**

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935  
Contractor Address: 200 Howell Avenue Amount of Assistance: \$9,552.00  
Riverhead, New York 11901 Vendor #: \_\_\_\_\_  
Contractor Phone #: 727-3200

Description of project or service: Maritime law enforcement focusing on foreign flagged vessels.

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**Section IV**

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

**Section V**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sean M. Walter, Supervisor

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**SUFFOLK COUNTY DEPARTMENT OF LABOR**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
Suffolk County Code, Chapter 234 (2006)

**To Be Completed By Applicant/ Covered Employer//Owner**

**EMPLOYER/CORP./BUSINESS/COMPANY NAME:** Town of Riverhead

- 1) **ADDRESS:** 200 Howell Avenue  
Riverhead, NY 11901
- 2) **NOT-FOR-PROFIT:** YES  NO  (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)
- 3) **VENDOR #:** \_\_\_\_\_ 4) **\*\*CONTRACT ID:** \_\_\_\_\_  
(If known) (If known)
- 5) **CONTACT:** Sean M. Walter 6) **TELEPHONE #:** 727-3200
- 7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** 6/1/11-12/31/11
- 8) **AMOUNT OF CONTRACT OR EXTENSION:** \$9,552.00
- 9) **BRIEF DESCRIPTION OF PROJECT OR SERVICE** Maritime law enforcement focusing on  
foreign flagged vessels.

**SUBCONTRACTOR:** \_\_\_\_\_

- 1) **ADDRESS:** \_\_\_\_\_
- 2) **VENDOR#:** \_\_\_\_\_ 3) **TELEPHONE #:** \_\_\_\_\_
- 4) **CONTACT:** \_\_\_\_\_
- 5) **DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:** \_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

**COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):**

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and  
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.



08.16.2011  
110637

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 637**

**AUTHORIZATION FOR THE LAW FIRM OF DEVITT, SPELLMAN BARRETT, LLP TO  
DEFEND, INSTITUTE OR APPEAR IN LEGAL ACTION ENTITLED  
FIELD DAY, LLC. ET. AL. v. COUNTY OF SUFFOLK, ET. AL. (CV-04-2202)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Town Law § 65, the Town Board of the Town of Riverhead be and hereby authorizes the Law Firm of Devitt, Spellman Barrett, LLP to institute, defend or appear, in the above referenced action or any such legal action/proceeding on behalf of Chief of Police David Hegermiller as in its judgment may be necessary for the benefit or protection of the town in any of his rights or property; and be it further

**RESOLVED**, that that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Devitt, Spellman Barrett, LLP, 50 Route 111, Smithtown, New York 11787, the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901; and the Chief of Police 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 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

08.16.2011  
110638

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 638**

**AUTHORIZES SETTLEMENT OF LEGAL ACTION  
BY MICHAEL J. BARTON AGAINST THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, due to a motor vehicle accident with an employee within the Highway Department, a legal action was commenced by Michael J. Barton against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 032183/2009; and

**WHEREAS**, the parties entered into negotiations; and

**WHEREAS**, an offer of settlement has been made by Michael J. Barton in full settlement of that legal action inclusive of all costs, expenses and interest; and

**WHEREAS**, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement proposal.

**NOW BE IT RESOLVED**, that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposal made by and on behalf of Michael J. Barton regarding legal action commenced by Michael J. Barton against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 032183/2009; and be it further

**RESOLVED**, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the legal action commenced by Michael J. Barton in the Supreme Court, Suffolk County under Index No. 032183/2009

**RESOLVED**, that Brian A. Andrews, Esq. is hereby authorized to enter into a stipulation of settlement on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Brian A. Andrews, Esq., Brian A. Andrews, PLLC, 13235 Main Road, Mattituck, New York 11952, the Accounting Department, and the Town Attorney.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

08.16.2011  
110639

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 639**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT  
WITH L.K. MCLEAN ASSOCIATES, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for a Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”) by Resolution #398 adopted on May 18, 2011; and

**WHEREAS**, pursuant to the terms of the request for proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before June 16, 2011 at 11:00 am; and

**WHEREAS**, on or about June 16, 2011, the Town determined to extend the deadline and issue an Addendum to the bid specifications to address questions and issues raised by potential bidders and notified all such interested individuals/entities that the deadline for all responses to the Request for Proposals was extended to July 21, 2011 at 11:00 am; and

**WHEREAS**, the Town did receive numerous responses to the Request for Proposals from qualified and licensed surveyors which addressed the original bid specifications and addendum within the time parameters set forth above; and

**WHEREAS**, pursuant to the terms of the request for proposals, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder’s presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study for reuse of the former Naval Weapons Industrial Reserve Plant (“NWIRP/EPCAL”); and

**WHEREAS**, after serious consideration of the responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, Inc. the contract to prepare the Boundary & Topographic Study.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards L.K. McLean Associates, Inc. an opportunity to enter into an agreement with the Town of

Riverhead for Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant; and be it further

**RESOLVED**, that the Supervisor is authorized to execute an agreement with L.K. McLean Associates, Inc. in substantially the same form as is annexed hereto and subject to review and recommendation for signature approval by 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

## **CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

This Agreement made the \_\_\_\_\_ of August, 2011 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 the "TOWN") and L.K. McLean

Associates, Inc, a corporation existing under the laws of the State of New York with a principal place of business at 437 South Country Road, Brookhaven, NY 11719 (hereinafter referred to as "CONSULTANT").

**WHEREAS**, the Town of Riverhead seeks to update its Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton; and

**WHEREAS**, the Town and VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB), the firm retained by the Town to prepare the updated Comprehensive Reuse Plan for the Calverton site, agreed that an Boundary & Topographic Study for reuse and revitalization of EPCAL was a necessary component of the Comprehensive Reuse Plan; and

**WHEREAS**, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for Boundary & Topographic Study for Reuse and Revitalization of the Former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL") by Resolution #398 adopted on May 18, 2011; and

**WHEREAS**, pursuant to the terms of the request for proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before June 16, 2011 at 11:00 am and thereafter the Town issued an Addendum and extended the deadline to July 21, 2011; and

**WHEREAS**, on July 21, 2011 within the time parameters set forth in the Addendum to the Request for Proposals, the Town did receive proposals from qualified and licensed surveyors; and

**WHEREAS**, pursuant to the terms of the request for proposals, the Town Board and VHB Engineering, Surveying and Landscape did compare and evaluate each proposal based on the totality of the bidder's presentation in regard to performing all necessary work required to prepare, complete and present a Boundary & Topographic Study for reuse of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"); and

**WHEREAS**, after serious consideration of the responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award L.K. McLean Associates, Inc. the contract to prepare the Boundary & Topographic Study required for the reuse and revitalization of the former Naval Weapons Industrial Reserve Plant ("NWIRP/EPCAL"); and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards L.K. McLean Associates, Inc. an opportunity to enter into an agreement with the Town of Riverhead for services related to a Boundary & Topographic Study; and

WITNESSETH:

In consideration of the mutual promises herein contained, the TOWN and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT shall furnish the following services (identified in Scope of Services) and payment shall be made upon completion of said services or request for partial payment may be made by CONSULTANT upon submission of detailed voucher \*to be approved by TOWN indicating the tasks completed . All services are to be rendered by CONSULTANT as an independent contractor and not as an employee of TOWN. The TOWN and CONSULTANT agree that the TOWN shall not be responsible for any additional expenses, referred to as "direct expenses", related to scope of services/tasks and acknowledge that no such provision for reimbursement of expenses shall be included in this agreement and agree that CONSULTANT shall not be required to produce and/or reproduce more than 10 copies of any document, survey, plan or such other document required under the services identified below. In addition, CONSULTANT agrees that CONSULTANT shall not seek additional compensation above the amounts identified below for completion of each task, unless authorized in writing as provided in Section 9.

General Description of Scope of Services:

Consultant shall prepare a Boundary & Topographic Study for the Calverton site. The Boundary & Topographic Study findings will be used as a survey for the market study to prepare alternative concept plans for site reuse. As Consultant is aware, the Town of Riverhead, New York, is currently working with the planning, design and engineering firm VHB to prepare an updated Comprehensive Reuse Plan for the 2,900-acre property formerly known as the Naval Weapons Industrial Reserve Plant (NWIRP) at Calverton.

Scope of Services (for full and complete list of services –please refer to Request for Proposal Specifications and Addendum to Boundary & Topographic Study which are intended to be included and required for fee(s) set forth in "Payment" provision below):

This project is to include the preparation of a Boundary survey and comprehensive Topographic mapping, inclusive of utilities, for approximately 2,900 acres of the former Naval Weapons Industrial Reserve Plant site at Calverton, N.Y. It is further understood that the mapping will be used by the Town of Riverhead as the basis for a market study and the subsequent development of a reuse plan, including subdivision mapping, for the site.

The area to be surveyed consists of Suffolk County Tax Map District 0600, Section 135, Block 1, Lots 7.1, 7.2, 7.30, 7.4, 7.29 and 7.33. Additionally the survey is to include the following lots within the Calverton Industrial Park and controlled by various Town service districts, District 0600, Section 135.20, Block 1, Lots 3, 19, 20 and 26.

In order to provide horizontal and vertical control for this and future phases of the projects, LKMA *will* establish permanent control points within the site. Coordinate values and vertical elevation data will be determined for each control point utilizing static Global Positioning System (GPS) technology to provide accuracy which meets or exceeds the required precision for this type of survey.

Horizontal control will be established in the New York State Plan Coordinate System, Long Island Zone NAD 83 datum and Vertical control will be established in the NVAD 88 datum. Both datums are current standards.

At the time the field control is being established, LKMA personnel will develop a list of tax map information for each parcel contained in and adjacent to the site along the entire perimeter. Liber and Page numbers will be researched and copies of all available deeds, maps and surveys obtained from County offices in Riverhead, and the Riverhead Town Hall as well as local surveyors' offices. LKMA will also obtain copies of record highway plans from the New York State Department of Transportation, Suffolk County Department of Public Works and the Town of Riverhead relative to the roadways adjacent to the parcel.

LKMA field survey crews will locate any available physical property control evidence such as monuments, stakes, pipes, etc. This information will be correlated with the existing record plans, deeds, maps and surveys to fix the boundary of the subject property and determine its relationship with adjacent properties. We will also obtain a copy of the Calverton Camelot subdivision and input all lots and street lines of the subdivision within the new topographic mapping. It is understood that, with the exception of the service district parcels, no topographic data is required within the existing Calverton Industrial Park.

In order to expedite and minimize the cost of obtaining and mapping data, LKMA will utilize aerial photogrammetric mapping for the topographic portion of the project. Coordinate values for target control points required for the aerial mapping will be obtained in the field from either picked physical points or cloth targets set by the survey crews. Using photogrammetric mapping technology in conjunction with the coordinated target points a comprehensive topographic mapping of the entire site including a distance of 100 feet outside the property boundary, will be developed in electronic digital CADD format. The topographic mapping will also include adjacent roadway areas as follows:

- Middle Country Road (NYS Rte. 25) - Full width of physical roadway, property frontage +200' east and west of subject property.
- Grumman Boulevard/River Road - Full width of physical roadway, property frontage +200' east of subject property.
- Wading River-Manorville Road (CR 25) - Full width of physical roadway, property frontage +200' north of Middle Country Road and 200' south of Grumman Boulevard.

LKMA will utilize the services of Geomaps International, Inc., an aerial mapping firm based in Bethpage, New York, to provide the majority of the topographic mapping through the aerial photogrammetric mapping process. This will not only provide the necessary accuracy and data, but will also utilize the most efficient and economic methodology available. LKMA and Geomaps International, Inc. have worked together on many similar projects in the past to provide our clients with accurate, timely and quality products.

A field edit of the topographic mapping will be performed and all necessary elements not visible in the aerial photography will be located, through GPS technology, and added to the photogrammetric mapping. LKMA will field-measure rim and invert elevations and obtain pipe sizes for any accessible existing storm drainage, sanitary sewers and other utilities. Above ground and subsurface utility data will be indicated per visible physical evidence supplemented by any available record plan drawings.

As per the RFP, wetland boundaries will not be flagged or field located during the base contract. However, LKMA will obtain the boundaries from NYSDEC and Town sources and add them to the electronic file. As set forth in the "Payment" provision of this Agreement, LKMA agrees that in the event the Town determines to update or supplement the mapped wetlands with actual field data, the flagging will be done by others and LKMA personnel will locate the flagging and merge the data into the Topographic Mapping under a separate line item indicated in our fee estimate.

Unless directed otherwise by the Town, the digital CADD files for this project will conform to the latest AutoCAD Civil3D format and all electronic data will be obtained and developed to provide CAD drawings at a scale of 1"=100'. While this is the preferred scale we realize that other scale drawings may be necessary which will be provided as needed.

Additionally, an electronic Digital Terrain Model (DTM) will be developed for the entire site utilizing mapping data accuracies required for producing 1' contours. This three dimensional model of the existing ground surface will be used to generate contours at any required interval(s) and can be a valuable design tool during the design of site improvements.

We understand that the survey is an important item in the development of a reuse plan and subdivision and that timely submissions of the boundary and topographic mapping is critical to that effort. LKMA will initiate all work immediately after receiving a notice of selection and will provide the required boundary survey for review within 8 weeks from contract acceptance. A final draft of the boundary and topographic survey will be submitted to the Town for review and comment within 6 weeks of the initial boundary survey submission. Final surveys will be delivered within 4 weeks of the Town and project team review and comments of the final draft submission. A detailed schedule of the work effort will be provided immediately after a notice of selection is received.

Final delivery of the survey will include the following:

- 10 signed and sealed copies of the Boundary Survey in paper form.
- 10 signed and sealed copies of the Topographic Survey in paper form.

- Two CD's containing all Boundary and Topographic Survey information in AutoCAD .dwg file format for use by the Town and the Town's Consultant.

It is understood that only signed and sealed hard copies of the survey will be used by the Town as valid copies for record purposes.

## 2. TERM OF AGREEMENT

It is agreed and understood by and between TOWN and CONSULTANT that time is an important factor therefore, this Agreement shall commence on the date the Agreement is fully executed by the TOWN and CONSULTANT. A boundary survey will be available within 8 weeks from contract acceptance. A final draft of the Boundary & Topographic Survey will be submitted to the Town for review and comment within 6 weeks of the initial boundary survey submission. Final surveys will be delivered within 4 weeks after receipt of the Town and project team review and comments of the final draft submission. A detailed schedule of work effort will be provided immediately after a notice of selection is received. Final delivery of the survey will include: 10 signed and sealed copies of the Boundary Survey in paper form, 10 signed and sealed copies of the Topographic Survey in paper form, Two CD's containing all Boundary & Topographic Survey information in AutoCAD.dwg file format for use by the Town and the Town's Consultant.

## 3. PAYMENT

For these services, TOWN will pay CONSULTANT a flat fee of \$74,900.00 for the services outlined in the Scope of Services set forth above. The TOWN will pay CONSULTANT an additional fee in an amount not to exceed \$5110.00 for location and mapping \*only if flagging of wetlands is determined to be a necessary component as described in #8 of Addendum by outside consultant or contractor as plotting wetlands from available records described in RFP is included in base price of \$74,900.00. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in this Agreement (NONE). Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in this Agreement. Invoices for services 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 services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of services; (b) and to the extent, expenses are permitted under this Agreement-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. The TOWN shall permit partial payment upon submission of detailed voucher \*to be approved by TOWN, indicating the percentage of the task(s) completed as set forth in the "Scope of Services".

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under the identified tasks, as well as any information provided to CONSULTANT by TOWN, shall be and remain the sole property of TOWN. CONSULTANT shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with TOWN's prior written approval. In the event that the legal right in any data and information generated in the performance of the tasks does not vest in TOWN by law, CONSULTANT hereby agrees and assigns to TOWN such legal rights in all such data and information. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

CONSULTANT shall not, without the prior written consent of TOWN, in any manner advertise or publish the fact that TOWN has entered into this Agreement with CONSULTANT. CONSULTANT shall not, without the prior written consent of the TOWN, provide, release or make available for inspection any 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, with the exception of documents, data and reports required or directed by the Town to be provided to an entity or agency.

#### 6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned, without the prior written consent of at least three members of the TOWN Board or by resolution of the TOWN Board. CONSULTANT is responsible for all work performed by subcontractor and ensures compliance with all terms of this agreement and all state and federal laws.

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, TOWN shall have no further obligation to CONSULTANT except to make any payments for completion of all or portions of task work, which may have become due under this Agreement.

#### 8. RECORDS

CONSULTANT shall keep accurate records of the time spent in the performance of services hereunder. The TOWN shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly

pertinent books, documents, papers and records of CONSULTANT involving transactions related to this Agreement.

## 9. CHANGES

The TOWN and CONSULTANT acknowledge that the scope of services detailed in this agreement is intended to identify all necessary services to deliver an boundary and topographic mapping critical to the market study and final reuse plan. The scope of work will require coordination with VHB and Town Staff. It is agreed that to the extent specialized maps or surveys, not foreseeable or contemplated by this agreement, may be required CONSULTANT shall provide the Town with a proposed amendment to the services to reflect additional work and compensation related thereto. 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.

The TOWN, by resolution of the TOWN Board or written request by at least three members of the TOWN Board, within the general scope of this Agreement, may, at any time by written notice to CONSULTANT, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. Payment will be made to CONSULTANT for that portion of the services completed or partially completed as described above. It is agreed and understood that no oral agreement, conversation, or understanding between the CONSULTANT and the TOWN, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

## 10. NOTICES

Any notice shall be considered as having been given: (i) to TOWN of Riverhead if mailed by certified mail, postage prepaid to TOWN of Riverhead, Attention: Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to CONSULTANT if mailed by certified mail, postage prepaid to L.K. McLean Associates, Inc, a corporation existing under the laws of the State of New York with a principal place of business at 437 South Country Road, Brookhaven, NY 11719

## 11. COMPLIANCE WITH LAWS

CONSULTANT and CONSULTANT's subcontractor shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its

services under this Agreement. CONSULTANT will notify TOWN immediately if CONSULTANT's work for TOWN becomes the subject of a government audit or investigation. CONSULTANT will promptly notify TOWN if CONSULTANT is indicted, suspended or debarred. CONSULTANT represents that CONSULTANT has not been convicted of fraud of 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.

## 12. INSURANCE, INDEMNITY AND LIABILITY

CONSULTANT shall carry Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and \$1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits. In addition, CONSULTANT shall carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of \$1,000,000.00 per occurrence. 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 negligent acts or omissions of CONSULTANT, CONSULTANT's subcontractor or agents under this Agreement.

## 13. CONFLICT OF INTEREST

CONSULTANT hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the TOWN of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the TOWN, contract with the TOWN for sale of any product or service. CONSULTANT

further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the TOWN, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. CONSULTANT further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with TOWN.

14. DISCLOSURE

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

15. DISPUTES

If CONSULTANT fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to CONSULTANT not to exceed thirty (30) days, and an opportunity for CONSULTANT to cure such failure (except in case of emergency), any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings.

16. ADDITIONAL PROVISIONS

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

The parties agree that CONSULTANT liability under this agreement and for the project shall be limited to 2,000,000.00 or the amount of CONSULTANT fees hereunder, whichever is greater.

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

TOWN OF RIVERHEAD

L.K. McLean Associates, Inc.

By: Sean Walter, Supervisor

By: \_\_\_\_\_

08.16.2011  
110640

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 640**

**APPROVES THE DEFENSE AND INDEMNIFICATION  
FOR ROBERT J. HUBBS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, a law suit has been filed by Cheryl L. Banks as Plaintiff naming Town of Riverhead and Robert J. Hubbs as Defendants under Index Number 16984/11 in Supreme Court of the State of New York, County of Suffolk; and

**WHEREAS**, the law suit alleges Robert J. Hubbs was the operator of a motor vehicle owned by the Town of Riverhead; and

**WHEREAS**, based upon an investigation by the Office of the Town Attorney, it was determined that Robert J. Hubbs was operating a motor vehicle owned by the Town of Riverhead.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, pursuant to Riverhead Town Code Chapter 15-2 and Public Officers Law §18, hereby directs and authorizes the Town to defend and indemnify Robert J. Hubbs for all purposes in the cause of action under Index No. 16984/11; 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 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 # 641**

**APPROVES CHAPTER 90 APPLICATION OF THE  
RIVERHEAD COUNTRY FAIR COMMITTEE  
(Riverhead Country Fair - October 9, 2011)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on August 12, 2011, the Riverhead Country Fair Committee submitted a Chapter 90 Application for the purpose of conducting their annual Country Fair to be held on Main Street, the Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on Sunday, October 9, 2011 having a rain date of Monday, October 10, 2011, between the hours of 10:00 a.m. and 5:00 p.m.; and

**WHEREAS**, the Riverhead Country Fair Committee has completed and filed a Long Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

**WHEREAS**, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617; and

**WHEREAS**, due to its not-for-profit status, the Riverhead Country Fair Committee has requested the Chapter 90 Application fee for this event be waived; and

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

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

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

**RESOLVED** that the Chapter 90 Application of Riverhead Country Fair Committee for the purpose of conducting their annual Country Fair to be held on Main Street, Peconic Riverfront parking area and Peconic Avenue, Riverhead, New York on Sunday, October 9, 2011, having a rain date of Monday, October 10, 2011, between

the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);

**RESOLVED**, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at or in locations and by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, "Noise Control" of the Riverhead Town Code; and be it further

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

**RESOLVED**, that 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 scheduling the "pre-opening" inspection appointment; and be it further

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

**RESOLVED**, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal's Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Country Fair Committee, 200 Howell Avenue, Riverhead, NY, 11901, Attn: Tara McLaughlin; 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 copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio - ABSTAIN

Gabrielsen Yes No

Wooten - ABSTAIN

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 642**

**AUTHORIZATION TO EXTEND CONTRACT TO LONG ISLAND TRUCK PARTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, pursuant to Resolution # 338 adopted by the Town Board on May 4, 2010, the Town of Riverhead awarded the bid for Truck Parts to Long Island Truck Parts, Inc; and

**WHEREAS**, the Town of Riverhead wishes to extend the contract with Long Island Truck Parts, Inc. for an additional 60 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to successful bidder for Truck Parts; and

**WHEREAS**, Long Island Truck Parts, Inc has agreed to extend the contract for an additional 30 days from this date; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board approves the extension of the contract with Long Island Truck Parts, Inc. for Truck Parts for an additional 60 days from this date; 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 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 # 643**

**APPROVES THE CHAPTER 90 APPLICATION OF THE RIVERHEAD BUSINESS  
IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION  
(Classic Car Exhibit)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on August 12, 2011, the Riverhead Business Improvement District Management Association (BIDMA) submitted a Chapter 90 Application for the purpose of conducting a "Classic Car Exhibit", having music, to be held on Thursdays, August 25<sup>th</sup>, September 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>, and 29, 2011, in the Peconic Riverfront parking area, between Peconic Avenue and McDermott Avenue, Riverhead, New York, between the hours of 5:00 p.m. and 9:00 p.m.; and

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

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

**WHEREAS**, BIDMA has requested the applicable Chapter 90 Application fee be waived due to its 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.

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

**RESOLVED**, that the Chapter 90 Application of BIDMA for the purpose of conducting a "Classic Car Exhibit", having music, to be held on Thursdays, August 25<sup>th</sup>, September 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>, and 29<sup>th</sup>, 2011, in the Peconic Riverfront parking area, between Peconic Avenue and McDermott Avenue, Riverhead, New York, between the

hours of 5:00 p.m. and 9:00 p.m., is hereby approved; and be it further

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

**RESOLVED**, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

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

**RESOLVED**, that 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 a "pre-opening" inspection appointment; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Business Improvement District Management Association, 1 East Main Street, #4, Riverhead, New York, 11901; and be it further

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

**Resolution # 644**

**APPROVES THE CHAPTER 90 APPLICATION OF  
THE LONG ISLAND MOOSE CLASSIC CAR CLUB  
(Classic Car Show – September 11, 2011)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on July 25, 2011, the Long Island Moose Classic Car Club submitted a Chapter 90 Application for the purpose of conducting a car show having all donations going to the “Wounded Warrior Project”, said event to include musical entertainment and craft sales, to be held on Sunday, September 11, 2011, having a rain date of Sunday, September 18, 2011, at the Tanger Shopping Mall, located at 1947 Old Country Road, Riverhead, New York, between the hours of 9:00 a.m. and 5:00 p.m.; and

**WHEREAS**, the Long Island Moose Classic Car Club has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the Long Island Moose Classic Car Club has requested the applicable Chapter 90 Application fee be waived due to its 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.

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

**RESOLVED**, that the Chapter 90 Application of the Long Island Moose Classic Car Club for the purpose of conducting a car show having all donations going to the “Wounded Warrior Project”, said event to include musical entertainment and craft sales,

to be held on Sunday, September 11, 2011, having a rain date of Sunday, September 18, 2011, in the Tanger Shopping Mall, located at 1947 Old Country Road, Riverhead, New York, between the hours of 9:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

**RESOLVED**, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

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

**RESOLVED**, that 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 a "pre-opening" inspection appointment; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Long Island Moose Classic Car Club, c/o Charles Cali, 45 Laurin Road, Calverton, New York, 11933; 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 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

08.16.2011  
110645

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 645**

**AUTHORIZES THE SUPERVISOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH MUNISTAT SERVICES INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board of the Town of Riverhead desires to retain the services of Munistat Services Inc. to prepare the Official Statement and advise regarding matters related thereto required by Securities and Exchange Commission pursuant to Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating; and

**WHEREAS**, Munistat Services Inc. possess the requisite experience and expertise to perform the services required to prepare and file the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c-12, assist with bond issue; provide services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, and such other financial matters related to Town's bond rating and issuance of bonds; and

**WHEREAS**, pursuant to the proposed Professional Services Agreement between the Town and Munistat Services Inc., Munistat Services Inc. will undertake the preparation of the Official Statement and such other matters identified therein at the request of the Town Board; and

**WHEREAS**, Munistat Services Inc. has agreed to the terms and provisions in the Professional Services Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to execute a Professional Services Agreement with Munistat Services Inc. in substantially the form annexed hereto, and be it further;

**RESOLVED**, that the fee for the preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements) in accordance with Rule 15c-12 shall not exceed \$4500.00 and such other services related to bond issuance or funding shall be restricted to the fees set forth in the "Payment" provision of the Agreement; and be it further;

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Munistat Services Inc., 12 Roosevelt Avenue, Port Jefferson Station, NY 11776; 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

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of August, 2011 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 the "Town") and Munistat Services Inc. existing under the laws of the State of New York with a principal place of business at 12 Roosevelt Avenue, Port Jefferson Station, NY 11776 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the Services set forth below as an independent contractor and not as an employee of Town. Consultant shall submit a list to the Town of the documents and information necessary to prepare the Official Statement and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating. Consultant shall submit all necessary documents and information to the rating agencies and, if Consultant deems appropriate or warranted to serve the best interests of the Town, Consultant shall schedule an appointment with a credit analyst in order to present our views regarding the Town's rating. As nearly all bond and note issues are issued in book-entry-only form, Consultant shall coordinate with the Town, bond counsel and the Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently. Prior to the bond sale, Consultant shall submit the required information to the CUSIP Service Bureau-note, it shall be bond counsel, together with the underwriter to ensure that the bonds are printed in correct form and on a timely basis. Consultant shall ensure the publication of the Notice of Sale for bond issues within the required time limits. In addition to above, Consultant shall prepare the Debt Statement for bond issues and file it with the State Comptroller's office; attend the bid opening and verify the calculation of the winning bid; coordinate the details of the closing with our client, bond counsel, the underwriter, the bond insurance company (if applicable) and either DTC or the Fiscal Agent; coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.; prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and, if applicable, to the bond insurance company. \*All other services identified in the "PAYMENT" provision below shall be at the request of the Chief Fiscal Officer and/or majority of the Town Board.

## 2. TERM OF AGREEMENT

Consultant shall within 3 weeks, measured from the date upon which Town provided and Consultant received all necessary documents and information, complete draft, in word processing format, the Official Statement for submission to the Town and to Bond Counsel for review and comment. After Official Statement in final approved form, Consultant shall distribute pdf versions of Official Statements and Notices of Sale to prospective underwriters and other members of the investment community over the internet and post the documents on Consultant's website. In addition to the above and related to secondary market disclosure, Consultant shall prepare the Statement of Annual Financial and Operating Information and file such Statement, together with the Town's audited financial statements if then available, with the Electronic Municipal Market Access System ("EMMA") no later than June 30, 2011, as required by Securities and Exchange Commission Rule 15c2-12 and the Town's contractual obligation as set forth in its Undertaking prepared in connection with the issuance of its bonds. Also, as the Designated Dissemination Agent for the Town, Consultant shall timely file all Material Events Notices in compliance with such Rule.

## 3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee not to exceed \$19,500 for the first bond issue; \$15,500 for each additional bond issue; \$8,500 for the first note issue and \$7,000 for each additional note issue. The fee for preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements, if then available) in accordance with Rule 15c-12 will be \$4,500. The fee for informal, private sales or other short-term obligations such as Budget Notes will be \$4,500. The fee for services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, will range from \$20,000 to \$35,000 depending on the complexity of the issue (it should be noted, however, that such fee for refundings is payable from the proceeds of each bond issue, and not from the Town's budget) however it is agreed and understood that such fee for such services shall not exceed \$35,000.00. The Town may also be charged an additional fee for multi-purpose bond issues; such fees shall not exceed \$6,500 per bond. The fee for obligations sold to the NYS Environmental Facilities Corporation as part of the Revolving Loan Fund program, the fees are as follows: for short-term loans, no fee will be charged; for original issue bonds, the fee will be \$9,500; for advance refunding bonds, the fee will be \$15,000. In addition to the above, the Town shall be responsible for payment of expenses for: overnight deliveries and duplicating (\*if required and requested by Town), printing and postage for Official Statements and Notices of Sale, printing of bond or notes, publication of the

Notice of Sale, production and distribution of Final Official Statements, fiscal agent fees or DTC proceedings, rating agency fees, or fees to bond counsel related to services set forth and identified above, except the fee of \$4500.00 for preparation of draft and final plus filing of the Statement of Annual Financial and Operating Information in accordance with Rule 15c-12 includes all related out-of-pocket expenses for data processing, word processing, printing, duplicating, and overnight deliveries, etc. to Town, bond counsel Securities and Exchange Commission and such other entities required to comply with Rule 15c-12. Consultant shall bill expenses and provide documentation/receipt to support identified expense together with invoice for demand of payment for such expenses. Note, it is estimated that expenses (also described as disbursements) shall not exceed \$8,500 per issue. There will be no fee for the filing of Material Events Notices. Finally, the fee for general consulting services not directly related to the issuance of bonds or other types of borrowings will be billed at \$150.00 per hour and Consultant shall obtain written approval from the Town's Financial Administrator prior to retaining any such services.

The Town shall require the submission of monthly time records for any hourly fee provision set forth above and identification of the services provided, together with such other standard and necessary forms required for payment by the Town. For task identified above, i.e. Preparation of Official Statement, First bond issue..., Consultant shall submit invoice and voucher identifying task and completion of task in order to satisfy Town accounting requirements. The Town shall not have any liability for any other expenses or costs incurred by Consultant, including third party services retained by Consultant to assist in preparation or completion of the scope of services except as identified in the paragraph above.

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town, except to the extent the information and documentation is required to be released and/or distributed necessary to complete tasks related to Official Statement, compliance with Securities and Exchange Commission in Rule 15c2-12 and facilitate and accomplish such other services identified in this agreement. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

Consultant shall not; without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant, except to the extent required to complete tasks identified in this Agreement (i.e. consultation with bond counsel, communications and submissions to Securities and Exchange, publish/advertise/sale bonds, short and long term financing...essentially all tasks identified in this agreement). Except as identified in provision #4 above and the sentence above, 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, except to the extent that Consultant determines it necessary to retain the services of a third party identified in the final sentence set forth in the FEE provision of this agreement, Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

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

#### 8. RECORDS

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

#### 9. CHANGES

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

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attn: Office of Town Attorney 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to \_\_\_\_\_.

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified herein.

## 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers,

employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

**14. DISCLOSURE**

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

**15. DISPUTES**

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town 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. The Town and Consultant agree that prior to resorting to litigation, the matter be submitted to mediation upon the written request of either party and the results of such mediation shall only be binding upon agreement of each party to be bound thereby. The costs of mediation proceedings shall be shared equally by both parties. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

Munistat Services, Inc.

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

08.16.2011  
110646

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 646**

**RATIFIES THE AUTHORIZATION FOR THE TOWN CLERK  
TO PUBLISH AND POST A PUBLIC NOTICE  
(NYS DEPT. OF DEC-NOTICE OF COMPLETE APPLICATION)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby ratifies the authorization for the Town Clerk to publish and post the attached public notice, once in the August 11, 2011 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 electronic storage device 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 the Riverhead Town Board ratified the authorization for the Town Clerk to publish and post the following notice at its regular meeting held on August 16, 2011 at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York:

**THIS IS NOT A PERMIT**

**New York State Department of Environmental  
Conservation Notice of Complete Application**

*Date:* 06/27/2011

*Applicant:* TOWN OF RIVERHEAD  
200 HOWELL AVE  
RIVERHEAD, NY 11901-2515

*Facility.* MANOR LN TOWN PROPERTY  
MANOR LN- E SIDE-1700' N OF MAIN RD (ST RTE 25)  
|SCTM# 600-47-2-14.1 JAMESPORT, NY 11947

*Application ID:* 1-4730-01554/00001

*Permits(s) Applied for:* 1 - Article 23 Title 27 Mined Land Reclamation

*Project is located:* in RIVERHEAD in SUFFOLK COUNTY

*Project Description:*

The applicant proposes to mine approximately 4,000 tons of sand per year from the 20 acre site held by the applicant. A total of approximately 100,000 tons of sand will be removed over the anticipated 25 year life of the mine. The sand from this site will be used for treating town roads during winter storm events. The area will be graded to suitable slopes and reclaimed by plantings of vegetation. The project site is located on the east side of Manor Lane approximately 1,600' north of Main Rd (Rte 25) in Jamesport, Town of Riverhead, Suffolk County. SCTM# 600-47-2-14.1.

*Availability of Application Documents:*

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

*State Environmental Quality Review (SEQR) Determination*

Project is a Type I action and will not have a significant effect on the environment. A coordinated review with other involved agencies was performed and a Negative Declaration is on file.

. *SEQR Lead Agency* Riverhead Town Planning Board

*State Historic Preservation Act (SHPA) Determination*

A Structural-Archaeological Assessment Form has been completed. The proposed activity will not impact on registered, eligible or inventoried archaeological sites or historic structures.

*DEC Commissioner Policy 29, Environmental Justice and Permitting (CP-29)*

It has been determined that the proposed action is not subject to CP-29.

**Availability For Public Comment**

Comments on this project must be submitted in writing to the Contact Person no later than 09/12/2011 or 30 days after the publication date of this notice, whichever is later.

**Contact Person**

EUGENE R ZAMOJCIN

NYSDEC

SUNY @ STONY BROOK | 50 CIRCLE RD

STONY BROOK, NY 11790-3409

(631) 444-0365

Dated: Riverhead, New York  
August 16, 2011

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

**DIANE M. WILHELM, Town Clerk**

**TOWN OF RIVERHEAD**

**Resolution # 647**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO REPEAL AND REPLACE §108-131 OF CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (Site Plan Review – Application procedure; fees.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to repeal and replace Article XXVI. Site Plan Review of Chapter 108 entitled "Zoning" of the Riverhead Town Code once in the August 25, 2011 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; 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  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 7<sup>th</sup> day of September, 2011 at 2:10 o'clock p.m. to consider a local law to repeal and replace Article XXVI. Site Plan Review of Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108  
ZONING  
ARTICLE XXVI. Site Plan Review**

**§ 108-131. Application procedure; fees.**

~~A. Preliminary review. All applications for site plan approval shall commence with the pre-application submission of preliminary plan(s) for review by the Planning Department to determine Zoning Code compliance, general engineering suitability and aesthetic compatibility. Said review shall be a process between the Planning Department staff and the project designer(s), with no time limitation or fee imposed. Plans shall include such drawings as shall clearly represent those structural, topographical and design features that the Town would require to evaluate the proposed construction, addition, reconstruction or alteration. The anticipated result of the preliminary review shall be a site plan, which shall be acceptable for formal application and review.~~

~~B. Formal application.~~

~~(1) Subsequent to preliminary review, an application for site plan approval shall be made on the form for the same provided by the Planning Department. Twelve copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application, a current survey prepared by a licensed surveyor, the site plan (if separate from the survey) and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long Island FIPS 3104 (feet) coordinate system. In the event that the site plan is amended, the applicant shall submit a digital copy of each amendment to the site plan.~~

~~(2) The Planning Department shall reject any application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection.~~

~~(3) For each application for site plan approval submitted to the Planning Department under the provisions of this chapter, the review fee shall be \$500, plus~~

~~\$0.10 per square foot of site improvements and/or altered area. The fee to review an application to amend a previously approved site plan shall be \$500. In no instance shall a site plan review exceed \$30,000. Review fees shall be paid in full at the time of application. An application for site plan review will not be deemed complete until all fees are paid.~~

~~(4) Revisions to a site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.~~

~~(5) The site plan shall be drawn to the following minimum scales:~~

~~(a) Overall development plan sites of less than two acres: one inch equals 20 feet.~~

~~(b) Overall development plan, sites of two acres or more: one inch equals 40 feet.~~

~~(c) Detailed portions of a site plan, sites of any size: one inch equals 10 feet.~~

~~(6) Electronic records retention fees. An electronic records retention fee must also be paid in accordance with the fee schedule which shall be determined from time to time by resolution of the Town Board of the Town of Riverhead.~~

#### ~~C. Further processing.~~

~~(1) If the application is satisfactory, the Planning Department shall retain one copy of the submission and shall forward the remainder, within seven days, to the Town Clerk. The Town Clerk shall clock all elements of a site plan application, shall retain one copy for her file and shall thereupon distribute the remaining copies for review and comment as follows:~~

~~(a) One copy to the office of the Supervisor.~~

~~(b) One copy to the Building Department.~~

~~(c) One copy to the Town Attorney.~~

~~(d) One copy to the Town Board Coordinator.~~

~~(e) One copy each to the Highway Superintendent, Sewer District Superintendent and/or Water District Superintendent, as appropriate.~~

~~(f) One copy to the Fire Inspector(s).~~

~~(g) One copy to the Architectural Review Board.~~

~~(h) One copy to the respective fire district.~~

~~(i) One copy to the Handicapped Advisory Committee.~~

~~(2) The Planning Department will, upon review and receipt of comments from those named herein, initiate any amendments or revisions to the site plan, or its component parts, through discussion with the applicant or his or her representative, in accordance with the Town Code of the Town of Riverhead and the aesthetic standards desired by the Architectural Review Board. The Planning Department will then recommend approval, approval with modifications, or disapproval in a timely fashion such that within 62 days of receipt of said completed application by the Town Clerk or, if a public hearing is held, within 62 days of the public hearing, the Town Board shall approve, approve with modifications, or disapprove said site plan and shall state its reason(s) for modifications or disapproval. The time within which the Town Board must render its decision may be extended by mutual consent of the applicant and the Board.~~

~~D. The Building Department shall not issue a building permit for any site improvements which have not secured the required Town Board site plan approval. In the event that the Town Board requires modifications and the applicant agrees to same, the Building Department may thereupon issue a permit conforming to such modified plan without further submission to the Town Board.~~

#### ~~E. Inspections.~~

~~(1) Subsequent to site plan approval and the issuance of a building permit, it is the obligation of the applicant to call for site plan inspections on the installations or construction of each of the following:~~

~~(a) Drainage improvements prior to backfill.~~

~~(b) Grading and site improvements prior to the first lift of paving.~~

~~(c) Post-construction prior to the issuance of a certificate.~~

~~(2) An inspection fee of \$250 per inspection must be paid prior to each inspection.~~

#### A. Presubmission Conference

Prior to the submission of a site plan application, the applicant and/or his agent may meet with the Planning Department to determine Zoning Code compliance, general engineering suitability and aesthetic compatibility. Said review shall be a process between the Planning Department staff and the project designer(s), with no time limitation or fee imposed. Plans shall include such drawings as shall

clearly represent those structural, topographical and design features that the Town would require to evaluate the proposed construction, addition, reconstruction or alteration. The anticipated result of the preliminary review shall be a preliminary site plan which shall be acceptable for formal application and review. The Presubmission Conference shall be open to the public.

## B. Preliminary Site Plan Application

(1) Subsequent to the Presubmission Conference, an application for preliminary site plan approval shall be made on the form for the same provided by the Planning Department. Fourteen (14) copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application, a current survey prepared by a licensed surveyor, the site plan (if separate from the survey) and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department.

(2) A preliminary site plan shall conform to the requirements set forth in subsection (C) (5) of this section and section 108-132.

(3) Within ten (10) days of receipt of the preliminary site plan application the Planning Department shall determine whether or not the application is complete. The Planning Department shall reject any preliminary site plan application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection. Upon a determination that a preliminary site plan application is complete the Planning Department shall notify the applicant of such determination and refer the proposal to such other agencies as it deems appropriate.

### (4) Planning Department Review

Upon determining that a preliminary site plan application is complete, the Planning Department staff shall review the application and issue a written report. Based on its review, the Planning Department shall make a determination as whether the preliminary site plan is acceptable for Planning Board review. A site plan shall be acceptable for Planning Board review when the proposed site plan contains all the information necessary for the Planning Board to undertake a review and all the information depicted in the site plan is accurate. If the Planning Department determines that the preliminary site plan is not acceptable for Planning Board review it shall request that the applicant modify the preliminary site plan in accordance with the written report. If the Planning Department determines that the preliminary site plan is acceptable for Planning Board review it shall place the preliminary site plan on the Planning Board's public hearing agenda for presentation by the applicant to the Planning Board.

### (5) Public Hearing

a. Upon a determination that a preliminary site plan is acceptable for Planning Board review the Planning Board shall hold a public hearing to consider the application.

b. The Planning Board shall cause notice of such hearing shall be made by publication at least 10 days prior to such hearing in the official newspaper of the Town.

c. The applicant shall erect or cause to be erected a sign which shall be displayed on the parcel upon which the site plan application is made facing each public street to which the property abuts, giving notice that an application has been made to the Town of Riverhead Planning Board for preliminary site plan approval along with the time and place of the hearing. The sign shall not be located more than 10 feet from the street line and shall not be less than two feet nor more than six feet above the natural grade at the street line. The sign shall be furnished by the Planning Board and shall be the only sign to be used. The sign shall be displayed not less than 10 days immediately preceding the public hearing or any adjournment date. The applicant shall file an affidavit with the Planning Board that he/she has complied with the provisions of this section prior to the opening of the public hearing.

d. In addition, the applicant shall mail notice of the public hearing date, at least 10 days prior thereto, to every property owner, as shown on the current Town of Riverhead assessment rolls, of parcels within 500 feet of the borders of the property which is the subject of the public hearing. Such notice shall be by either certified or registered mail, return receipt requested. Proof of such notice shall consist of a copy of the assessment roles, the return receipts, and an affidavit attesting to compliance with this mailing notification. Such proof shall be submitted to the Planning Board prior to the public hearing. No additional mailing shall be required for an adjournment.

e. At the public hearing the applicant shall present the preliminary site plan to the Planning Board. The Planning Board shall review the preliminary site plan application, the Planning Department written report, comments from any other agencies, and receive comments from the public. The Planning Board shall receive written comments for ten (10) days following the close of the public hearing.

f. In the event a preliminary site plan application is denied the applicant may revise and resubmit the preliminary site plan, withdraw the application or prepare a submittal and prepare in accordance with the denied preliminary site plan and apply for final site plan review and approval.

#### (6) Planning Board Decision on Preliminary Site Plan Application.

a. Based upon its review of the preliminary site plan application and such recommendations as it may receive from the Planning Department and other agencies and departments, and comments from the public, the Planning Board shall accept, accept with modifications or deny the preliminary site plan application.

b. The preliminary site plan approval shall be valid for one year from the date of approval.

c. Upon written request by the applicant, the preliminary site plan approval may be extended for one additional year after due consideration by the Planning Board.

#### C. Final Site Plan Review and Approval

(1) Upon approval of a preliminary site plan by the Planning Board, or in the event the applicant wants wishes to proceed with a denied preliminary site plan, the applicant shall prepare and submit a final site plan to the Planning Department.

(2) An application for final site plan approval shall be made on the form for the same provided by the Planning Department. Fourteen (14) copies, plus additional copies as may be required by other levels of government with jurisdiction over the site, of the application and any other submission or exhibit required by this article shall be submitted, together with the appropriate fee, to the Planning Department.

(3) Within thirty (30) days the Planning Department shall reject any application if it is not so complete or in conformance, and shall notify the applicant as to the reason for such rejection.

(4) Revisions to an approved final site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.

(5) The site plan shall be drawn to the following minimum scales:

(a) Overall development plan sites of less than two acres: one inch equals 20 feet.

(b) Overall development plan, sites of two acres or more: one inch equals 40 feet.

(c) Detailed portions of a site plan, sites of any size: one inch equals 10 feet.

#### D. Further Processing.

(1) If the application is complete, the Planning Department shall retain one copy of the submission and shall forward the remainder, within seven days, to the Town Clerk. The Town Clerk shall clock all elements of the final site plan application, shall retain one copy for the Town Clerk files and shall thereupon distribute the remaining copies for review and comment as follows:

(a) One copy to the office of the Supervisor.

(b) One copy to the Building Department.

- (c) One copy to the Town Attorney, as appropriate.
- (d) One copy to the Town's consulting engineer as appropriate.
- (e) One copy each to the Highway Superintendent, Sewer District Superintendent and/or Water District Superintendent, as appropriate.
- (f) Two copies to the Fire Marshall. The Fire Marshall shall forward one copy to the Fire District.
- (g) One copy to the Architectural Review Board, as appropriate.
- (h) One copy to the landmark preservation Committee as appropriate.
- (i) One copy to the Handicapped Advisory Committee, as appropriate.
- (j) One copy to the Town Engineer as appropriate.
- (k) Three copies to the New York State Department of Transportation, as appropriate.
- (l) Three copies to the Suffolk County Department of Public Works as appropriate.
- (m) One copy to the Central Pine Barrens Commission, as appropriate.
- (n) One copy to the Suffolk County Planning Commission, as appropriate.
- (o) An appropriate number of copies to any other appropriate agency or Town Department.

(2) The Planning Department will, upon review and receipt of comments from those named herein, initiate any amendments or revisions to the final site plan, or its component parts, through discussion with the applicant or his or her representative, in accordance with the Town Code of the Town of Riverhead and the aesthetic standards desired by the Architectural Review Board. The Planning Department will then recommend approval, approval with modifications, or disapproval in a timely fashion such that within 62 days of receipt of said completed application by the Town Clerk the Planning Board shall approve, approve with modifications, or disapprove said final site plan and shall state its reason(s) for modifications or disapproval. The time within which the Planning Board must render its decision may be extended by mutual consent of the applicant and the Planning Board.

E. The Building Department shall not issue a building permit for any site improvements which have not secured the required applicable Board site plan approval. In the event that the applicable Board requires modifications and the applicant agrees to same, the Building Department may thereupon issue a permit conforming to such modified plan without further submission to the applicable Board.

#### F. Inspections.

(1) Subsequent to site plan approval and the issuance of a building permit. It is the obligation of the applicant to call for site plan inspections upon the installations or construction of each of the following:

- (a) Drainage improvements prior to backfill.
- (b) Grading and site improvements prior to the first lift of paving.

(c) Post-construction prior to the issuance of a certificate.

(2) An inspection fee of \$250 per inspection must be paid prior to each inspection and/or reinspection.

#### G. Fees

(1) The applicant shall submit seventy-five percent 75% of the review fee set forth in subsection B of this paragraph with the preliminary site plan application. The remainder of the review fee shall be submitted with the application for final site plan approval. An application for preliminary site plan approval and/or final site plan approval shall not be deemed complete until all fees are paid.

(2) For each site plan application submitted to the Planning Department under the provisions of this chapter, the review fee shall be \$500, plus \$0.10 per square foot of site improvements and/or altered area. The fee to review an application to amend a previously approved site plan shall be \$500. In no instance shall a site plan review exceed \$30,000. For either a preliminary site plan application or final site plan application to be deemed complete the appropriate fee must be paid. No review of a preliminary site plan or final site plan shall be undertaken until the appropriate fee is paid.

(3) Revisions to a site plan or to elevations which significantly change the character or appearance of the project or which occur after the issuance of a certificate of occupancy shall require resubmission of an amended site plan and shall be charged accordingly.

#### H. Effective Date

(1) The requirements of subsections A and B of this section shall only be applicable to applications received after the effective date of those subsections and no application received prior to the enactment of subsections A and B shall be subject to preliminary site plan application or public hearing process.

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

Dated: Riverhead, New York  
August 16, 2011

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

**DIANE M. WILHELM, TOWN CLERK**

**TOWN OF RIVERHEAD**

**Resolution # 648**

**RESOLUTION OF SUPPORT FOR THE DEVELOPMENT  
OF A "COMPLETE STREETS" PROGRAM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, "Complete Streets" are defined as roadways that enable safe and convenient access for all users, including personal, commercial, public transit and emergency vehicles, bicyclists and pedestrians of various ages and abilities; and

**WHEREAS**, "Sustainable Complete Streets" are defined as Complete Streets with elements of design, construction and operation that serve environmental sustainability; and

**WHEREAS**, streets that support multiple uses through appropriate design elements for pedestrians, bicycles, and public transportation are safer, provide improved mobility options and improve the efficient movement of people than streets designed primarily to move automobiles and trucks; and

**WHEREAS**, the Complete Streets concept is supported by the Federal DOT, the New York State DOT, the Institute of Traffic Engineers, the American Planning Association and other transportation, planning and public health professionals; and

**WHEREAS**, the Towns of Babylon, Brookhaven, Islip, Southampton and North Hempstead have adopted Complete Streets policies; and

**WHEREAS**, encouraging pedestrian, bicycle and public transportation travel is consistent with goals contained in the Town's Comprehensive Plan and is in keeping with the Town of Riverhead's interest in reducing negative environmental impacts, promoting healthy living, and serving the recreational interests of both residents and visitors; and

**WHEREAS**, the design and construction of new roads and related facilities, both public and private, should anticipate future demand for biking, walking, and other alternative transportation facilities; and

**WHEREAS**, the Town views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in the Town and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system; and

**WHEREAS**, development of this policy statement into a comprehensive program will require the participation and ongoing involvement of the Highway Department; Planning Department; Engineering Office; the Town Biking Advisory Committee and may require the involvement of other entities; now therefore be it

**RESOLVED**, that the Town hereby supports further development of a Sustainable Complete Streets Policy whereby planned transportation-related construction or reconstruction projects, both public and private, be reviewed for inclusion of design and execution elements that will, where appropriate, accommodate and encourage travel by pedestrians, bicyclists and public transit users; and be it further

**RESOLVED**, that in order to further develop and implement this policy, the Town Board directs that a working committee comprised of representatives from the aforementioned Town departments/divisions, with additional input provided as needed by related Town advisory committees and regulatory boards, will meet and take the necessary steps to provide the Town Board with a draft Sustainable Complete Streets policy report within 120 days that will include findings and recommendations based on the following guidance:

- Identify Town Laws, procedures and policies which may impact implementation of this policy
- Provide recommendations on potential changes to these laws, procedures & policies that will assist in implementing this policy
- Provide additional insight on potential benefits and financial impacts of such a policy on both the Town and developers
- Create a procedural framework and guidelines for the review of transportation-related construction or reconstruction projects.

### **THE VOTE**

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

The Resolution Was  Thereupon Duly Declared TABLED

**TOWN OF RIVERHEAD**

**Resolution # 649**

**AUTHORIZATION TO RE-BID FOR TRUCK PARTS FOR THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Resolution # 563 adopted by the Town Board on July 19, 2011 the Town Clerk was authorized to publish and post a notice to bidder for proposals for Truck Parts for the Town of Riverhead; and

**WHEREAS**, pursuant to the public notice the Town posted the bid on the Town's website unfortunately after the notice and bid documents were posted on the Town's website it has been discovered that the wrong date for submission of bids was posted on the website; and

**WHEREAS**, the Town of Riverhead seeks to correct the error and provide all potential bidders an opportunity to either re-bid or bid, as the case may be, and therefore declines to award the bid and instead the Town shall re-publish and post for the Truck Parts bid; and

**NOW THEREFORE BE IT RESOLVED**, the Town Clerk is hereby authorized to re-publish and re-post the following public notice in the August 25, 2011 issue of the News Review; and

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device 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  
NOTICE TO BIDDERS

The Town, pursuant to Resolution # 563 adopted by the Town Board on July 19, 2011, authorized the Town Clerk to publish and post a notice to bidder for proposals for Truck Parts for the Town of Riverhead. As set forth in the public notice the Town posted the bid on the Town's website unfortunately after the notice and bid documents were posted on the Town's website the Town discovered that the wrong date for submission of bids was posted on the website. The Town of Riverhead seeks to correct the error and provide all potential bidders an opportunity to bid and therefore declines to award the bid and instead the Town, by this NOTICE TO BIDDERS, shall re-publish and post for the Truck Parts bid pursuant to the terms set forth below:

Sealed bids for the purchase of TRUCK PARTS will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on SEPTEMBER 15, 2011. **Note, as this is a republish and post for the bid for the Truck Parts, any bid received pursuant to the original publish and post must be resubmitted pursuant to the terms set forth in this notice.**

Bid packets, including specifications, may be obtained on the website at [www.riverheadli.com](http://www.riverheadli.com), or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm on AUGUST 25, 2011.

Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXECPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

All bids are to be submitted in a sealed envelope bearing the designation **RE-BID FOR TRUCK PARTS 2011**.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 650**

**GRANTS SPECIAL USE PERMIT PETITION  
OF CHERNOFF REALTY MEDICAL BUILDING**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Ira Chernoff pursuant to Article XXVIA and Section 108-282B.(1) of the Riverhead Town Code, for the construction of a two story medical office building of 11,130sqft. gross floor area and a 6,000 sq. ft. unfinished basement together with related improvements on 1.855 acre of land zoned Rural Corridor (RLC); such property more particularly described as SCTM Nos. 0600-85-3-8 & 0600-85-3-12.7, and

**WHEREAS**, a special use permit was granted by Resolution No. 598 of June 19, 2007 and extended in June of 2009, expiring in June of 2010 without construction having commenced, and

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

**WHEREAS**, the requisite public hearing was held on the matter on June 14, 2011, and

**WHEREAS**, the applicant was directed to seek required relief from the Riverhead Zoning Board of Appeals; such Zoning Board granting all necessary relief by determination dated April 14, 2011, and

**WHEREAS**, , the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Riverhead Planning Department, the report of the Suffolk County Planning Commission, the testimony made at the relevant public hearing as well as all other pertinent planning, zoning and environmental information, now

**THEREFORE, BE IT**

**RESOLVED**, that that in the matter of the special use permit petition of Chernoff Realty Medical Building, the Riverhead Town Board determines the action to be Unlisted without significant adverse impacts upon either the natural or social environment and that an Environmental Impact Statement need not be prepared, and

**BE IT FURTHER**

**RESOLVED**, that in the matter of the special use permit petition of Chernoff Realty Medical Building, the Riverhead Town Board hereby makes the following findings:

- i. that the site is particularly suitable for the location of such use in the community;
- ii. that the lot area is appropriate for the proposed use;
- iii. that proper access facilities from New York State Route 25 will be provided;
- iv. that adequate off-street parking stalls will be provided according to code;
- v. that adequate provisions will be made for the disposal of waste water and storm water runoff;
- vi. that the intensity of the proposed use is justified in the light of similar uses within applicable zoning use district, and

**BE IT FURTHER**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the Special Use Permit petition of Chernoff Realty Medical Building to allow the construction of a two story medical office building of 11,130 sq. ft. gross floor area and a 6,000 sq. ft. unfinished basement together with related improvements on 1.855 acre of land zoned Rural Corridor (RLC); such real property more particularly described as Suffolk County Tax Map Nos. 0600-85-3-8 & 0600-85-3-12.7, and,

**BE IT FURTHER**

**RESOLVED**, that a copy of this resolution be forwarded to Charles Cuddy, Attorney at Law, as agent, and that 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 - ABSTAIN                      Gabrielsen Yes No  
Wooten Yes No                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 651**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,  
which was seconded by Councilman Wooten

ABSTRACT #11-28 Aug 04, 2011 (TBM 08/16/11)				
FUND NAME			08/04/11 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		81,103.66	81,103.66
POLICE ATHLETIC LEAGUE	4		547.50	547.50
RECREATION PROGRAM FUND	6		106.00	106.00
HIGHWAY FUND	111		17,082.99	17,082.99
WATER DISTRICT	112		11,197.20	11,197.20
RIVERHEAD SEWER DISTRICT	114		729.95	729.95
REFUSE & GARBAGE COLLECTION DI	115		177.13	177.13
STREET LIGHTING DISTRICT	116		1,183.87	1,183.87
AMBULANCE DISTRICT	120		714.60	714.60
EAST CREEK DOCKING FACILITY FU	122		220.96	220.96
CALVERTON SEWER DISTRICT	124		18.60	18.60
RIVERHEAD SCAVANGER WASTE DIST	128		445.99	445.99
WORKERS' COMPENSATION FUND	173		75,825.85	75,825.85
CDBG CONSORTIUM ACOUNT	181		80.82	80.82
TOWN HALL CAPITAL PROJECTS	406		258,403.60	258,403.60
WATER DISTRICT CAPITAL PROJECT	412		88,334.05	88,334.05
LOCAL ST & HIGHWAY CAP PROJECT	451		36,053.16	36,053.16
TRUST & AGENCY	735		1,109.15	1,109.15
<b>TOTAL ALL FUNDS</b>			<b>573,335.08</b>	<b>573,335.08</b>

**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 # 651**

**PAYS BILLS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #11-29 Aug 11, 2011 (TBM 08/16/11)				
FUND NAME			08/11/11 CHECKRUN	GRAND TOTALS
GENERAL FUND				
RECREATION PROGRAM FUND	1		982,099.95	982,099.95
CHILD CARE CENTER BUILDING FUN	6		70,599.42	70,599.42
ECONOMIC DEVELOPMENT ZONE FUND	9		51.11	51.11
HIGHWAY FUND	30		51.28	51.28
WATER DISTRICT	111		129,131.24	129,131.24
RIVERHEAD SEWER DISTRICT	112		191,555.25	191,555.25
REFUSE & GARBAGE COLLECTION DI	114		30,987.85	30,987.85
STREET LIGHTING DISTRICT	115		6,735.59	6,735.59
PUBLIC PARKING DISTRICT	116		39,547.25	39,547.25
BUSINESS IMPROVEMENT DISTRICT	117		3,688.53	3,688.53
AMBULANCE DISTRICT	118		40,000.00	40,000.00
EAST CREEK DOCKING FACILITY FU	120		1,315.93	1,315.93
CALVERTON SEWER DISTRICT	122		1,179.62	1,179.62
RIVERHEAD SCAVANGER WASTE DIST	124		6,598.77	6,598.77
WORKERS' COMPENSATION FUND	128		14,861.20	14,861.20
RISK RETENTION FUND	173		127,114.26	127,114.26
CDBG CONSORTIUM ACOUNT	175		22,036.31	22,036.31
TOWN HALL CAPITAL PROJECTS	181		717.04	717.04
RIVERHEAD SEWER CAPITAL PROJEC	406		31,381.37	31,381.37
CALVERTON SEWER CAPITAL PROJEC	414		69,467.40	69,467.40
LOCAL ST & HIGHWAY CAP PROJECT	424		2,969.49	2,969.49
TRUST & AGENCY	451		103,441.30	103,441.30
CALVERTON PARK - C.D.A.	735		1,059,271.00	1,059,271.00
	914		11,024.95	11,024.95
<b>TOTAL ALL FUNDS</b>			<b>2,945,826.11</b>	<b>2,945,826.11</b>

**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 # 652**

**AUTHORIZES APPROPRIATION OF ADDITIONAL MONIES TO THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Town of Riverhead, with the assistance of the Riverhead Business Improvement District Management Association, Inc., (hereinafter referred to as "BIDMA") wishes to continue to administer the District Plan as adopted by the Town of Riverhead pursuant to Local Law No. 222 of 199; and

**WHEREAS**, the Town Board previously approved total BIDMA expenditures for 2011 in the amount of \$140,818.56 on or about February 15, 2011; and

**WHEREAS**, BIDMA has requested an appropriation of an additional \$40,000.00 for a total expenditure of \$180,818.56 in 2011 to defray the cost of additional BIDMA-related expenses more specifically delineated in the attached schedule.

**NOW THEREFORE BE IT RESOLVED** that the Riverhead Town Board authorizes the Accounting Department to transfer an additional \$40,000.00 to the BIDMA from the appropriately designated account, pursuant to authorized accounting procedures, effective immediately; and

**BE IT FURTHER RESOLVED THAT** a copy of this resolution shall be forwarded to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 1 East Main Street, Suite 4, Riverhead, New York 11901, the Accounting Department and the Office of the Town Attorney; and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio resolution #652 was TAKEN OFF THE FLOOR

**THE VOTE:**

YES – 5      Giglio, yes; Gabrielsen, yes; Wooten, yes; Dunleavy, yes; Walter, yes  
NO - 0

		B.I.D. Budgeted	8/16/11 Resolution	Final 2011 B.I.D. Budgeted
		Amount		Amount
<b>Administration</b>	Payroll	\$ 11,302.56		11,302.56
	Payroll Taxes	3,600.00		3,600.00
	Insurance		2,200.00	2,200.00
	Accountant	950.00	2,500.00	3,450.00
	Cablevision			-
	Rent	8,400.00		8,400.00
	Workers Comp	235.00		235.00
	Liability	1,288.00		1,288.00
	Board of Directors	2,500.00		2,500.00
	Payroll Processing	1,243.00		1,243.00
	Legal	3,000.00		3,000.00
	Office Supplies	200.00		200.00
	Decorative Enclosures on Pump House		5,300.00	5,300.00
<b>118.064100.</b>	<b>543925</b>	<b>\$ 32,718.56</b>	<b>\$ 10,000.00</b>	<b>\$ 42,718.56</b>
<b>Advertising</b>	<b>118.064100.542609</b>	<b>\$ 40,000.00</b>	<b>10,000.00</b>	<b>50,000.00</b>
<b>Events:</b>	Programs			
May	Cruise Night	15,600.00		15,600.00
June	Antique Show	\$ 1,000.00		1,000.00
June	Oldies Concert	5,000.00		5,000.00
June	1 Annual Cardboard Boat Race	2,000.00		2,000.00
July	Country Western	5,000.00		5,000.00
July	4th of July Celebration Kirby Jolly Band	14,500.00		14,500.00
August	Mardigras (Jazz Concert)	5,000.00	20,000.00	25,000.00
October	Annual Country Fair	3,000.00		3,000.00
December	Annual Bonfire in Downtown	2,000.00		2,000.00
	Community Garden	\$ 5,000.00		5,000.00
<b>118.064100.</b>	<b>544160</b>	<b>\$ 58,100.00</b>	<b>\$ 20,000.00</b>	<b>\$ 78,100.00</b>
118.064100.522100	Santa's House	\$ 10,000.00		10,000.00
	Specialty Building "Santa House"			
<b>Total 2011 Budget</b>		<b>140,818.56</b>	<b>40,000.00</b>	<b>180,818.56</b>