

MARCH 6, 2012

- Res. #179** Appoints an Assistant Town Engineer (Drew Dillingham)
- Res. #180** Authorizes Attendance of Assessors at Seminar
- Res. #181** Approves the Temporary Sign Permit of Mattituck Lions Club
- Res. #182** Authorizes the Town of Riverhead to Direct Classie Kelly to Remove all Rubbish, Litter and Garbage/Refuse Upon the Premise Known as 55 Segal Avenue, Riverhead, New York, 11901 a/k/a SCTM #0600-105.00-02-027.00 Pursuant to Riverhead Town Code Chapter 96
- Res. #183** Authorizes Publication of a Help Wanted Advertisement RE: Attendance at Suffolk County Police Academy
- Res. #184** Amends 2012 Salary Resolution
- Res. #185** Extends Special Permit of Hampton Jitney, Inc.
- Res. #186** Appoints a Call-In Park Attendant III to the Recreation Department (Robert Chituk)
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- Res. #188** Approves Extension of Security Posted by CTR Development LLC in Connection with the Subdivision Entitled "Fedun Estates" (Road and Drainage Improvements)
- Res. #189** Authorizes the Supervisor to Execute an Agreement with Fantastic Voyage, LLC for Use of Water District Premises in Connection with Motion Picture
- Res. #190** Authorizes the Execution of an Agreement with Verizon Business Network Services Inc. on Behalf of MCI Communications Services, Inc. D/B/A Verizon Business Services and/or Their Affiliates (Verizon) for Managed Security Services
- Res. #191** Authorizes the Supervisor to Execute a License Agreement with East End Oysters to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek
- Res. #192** Authorizes the Supervisor to Execute an Agreement with Family Service League for Employee Assistance Program

- Res. #193** Waives the Showmobile Application Fee for Riverhead MTAS (Move the Animal Shelter) Inc.
- Res. #194** Approves Installation of Cablevision Service at Plant 15, Riverhead Water District
- Res. #195** Authorizes Change Order No. 2 Interim and Permanent Treatment at Well No. 17-1 Contract E-Electrical Construction Riverhead Water District
- Res. #196** Authorizes Change Order No. 3 Construction of Supply Well at Plant No. 15 Contract C – Civil and Electrical Work Riverhead Water District
- Res. #197** Authorizes Town Clerk to Publish and Post Notice to Bidders for Corrosion Control Chemical (PO4)
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- Res. #199** Authorizes the Supervisor to Execute an Agreement to Obtain Medical Arbitration Services from Rehabilitation Medicine Associates
- Res. #200** 55 Segal Avenue, Riverhead, NY Chapter 96 Budget Adoption
- Res. #201** Authorizes Town Supervisor and Town Attorney to Recover Unclaimed Funds from New York State Comptroller (Reference Number 11320410)
- Res. #202** Denies a Grievance Filed by a Member of the Riverhead P.B.A.
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- Res. #204** Pays Bills

TOWN OF RIVERHEAD

Resolution # 179

APPOINTS AN ASSISTANT TOWN ENGINEER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Drew Dillingham has been serving as a provisional appointment in the position of Assistant Town Engineer since September 5, 2011; and

WHEREAS, the Suffolk County Department of Civil Service has established a certified List of Eligibles, list # 11-1041-510, on February 24, 2012 for the position of Assistant Town Engineer, and Drew Dillingham is immediately reachable on the Town list; and

WHEREAS, Civil Service regulations require that a permanent appointment of a provisional employee be made within sixty days of the date a Certified List of Eligibles is first established.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Civil Service regulations, this Town Board hereby removes the provisional status of Drew Dillingham and appoints him to the title of Assistant Town Engineer effective March 7, 2012 at no change to his current salary or other level of benefits.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Drew Dillingham, the Town Engineer, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 180

AUTHORIZES ATTENDANCE OF ASSESSORS AT SEMINAR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on May 11, 2012, a training seminar entitled "Ethics and the Assessor" is being offered in New Windsor, New York through the Institute of Assessing Officers, and

WHEREAS, said course is a requirement for elected and appointed assessors to be taken within one year of election, re-election, appointment, or re-appointment, and

WHEREAS, two members of the Board of Assessors are required to attend said seminar

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes attendance by the assessors at said seminar, and

BE IT FURTHER RESOLVED, that the assessors shall be reimbursed for costs of tuition, travel, lodging and meals, and that the use of a town vehicle is hereby authorized, and that said expenses are to be fully receipted upon return, and

BE IT FURTHER RESOLVED, that tuition, lodging, meals, and travel expenses are subject to reimbursement by the State of New York to the Town of Riverhead upon completion of said seminar, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Assessor's Office and the 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 # 181

APPROVES THE TEMPORARY SIGN PERMIT OF MATTITUCK LIONS CLUB

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a temporary sign permit application and sketch were submitted by Joseph Doorhy for Mattituck Lions Club Strawberry Festival for property located at 1880 Old Country Road, Riverhead, New York, also known as SCTM# 119.00-01-001.02 and property located at Sound Avenue, Jamesport, also known as SCTM# 009.00-03-003.00; and

WHEREAS, pursuant to Section 108-56 of the Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board, and

WHEREAS, sketch has been approved by three (3) Town Board members,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application for Mattituck Lions Club submitted by Joseph Doorhy,

RESOLVED, that said temporary sign permit shall commence on June 11, 2012 and expire on June 17, 2012, and the applicant shall remove the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Joseph Doorhy, 1125 Ole Jule Lane, Mattituck, New York, 11952, Code Enforcement Department and Building Department.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 182

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT CLASSIE KELLY TO REMOVE ALL RUBBISH, LITTER AND GARBAGE/REFUSE UPON THE PREMISE KNOWN AS 55 SEGAL AVENUE, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-105.00-02-027.00 PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Chapter 96 of the Code of the Town of Riverhead (“Riverhead Town Code”) entitled, “Rubbish, Refuse, Weeds and Other Rank Vegetation” authorizes the Town Board of the Town of Riverhead (“Riverhead Town Board”) to direct removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height upon the land by the owner, renter or occupier of the premises; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner observed on February 1, 2012, and again on February 14, 2012, rubbish, litter and garbage/refuse at the premises known as 55 Segal Avenue, Riverhead, New York 11901, SCTM # 0600-105.00-02-027.00, owned by Classie Kelly; and

WHEREAS, pursuant to Town Code, section 96-6, a Notice of Violation was served upon the reputed owner(s) of said premise, whereby said owner(s) were directed in said notice to remove all rubbish, litter and garbage/refuse upon the subject premises on or before February 11, 2012; and

WHEREAS, said owner(s) have failed, or neglected, to eliminate the violation of Chapter 96; and

WHEREAS, the accumulation of rubbish, litter and garbage/refuse poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Code of the Town of Riverhead; and

WHEREAS, pursuant to Riverhead Town Code section §96-8, empowers the Riverhead Town Board to adopt a resolution authorizing the removal of all rubbish, litter and garbage/refuse and furthermore authorizes entry onto such premises where such violation exists for the purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered; and

NOW THEREFORE BE IT RESOLVED, the Riverhead Town Board, be and hereby, finds that the premise designated as 55 Segal Avenue, Riverhead, New York 11901, also known as SCTM # 0600-105.00-02-027.00, owned by Classie Kelly is in violation of Chapter 96 of the Riverhead Town Code and poses a fire hazard and a nuisance; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board, be and hereby directs that the Town of Riverhead facilitate the removal of all rubbish, litter and garbage/refuse at the premises designated at 55 Segal Avenue, Riverhead, New York 11901, also known as SCTM # 0600-105.00-02-027.00, owned by Classie Kelly; and

BE IT FURTHER RESOLVED and pursuant to Riverhead Town Code section §96-8 (C), an itemization of such costs for the removal of the aforesaid violation shall be provided to the Town Board by the Town Engineering Department as the amount to be levied and assessed against the premises, and the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner Classie Kelly, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

03.06.12
120183

ADOPTED

TOWN OF RIVERHEAD

Resolution # 183

AUTHORIZES PUBLICATION OF A HELP WANTED ADVERTISEMENT
RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a help wanted advertisement in the March 15, 2012, issue of The News Review.

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 from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
POSITIONS AVAILABLE

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates for the purpose of serving as Part-time Police Officers with the Riverhead Police Department. Candidates must be a U.S. citizen and have reached 20 years of age at the time of application, be a high school graduate, possess a Municipal Police Training Certificate **OR** attend and complete the Suffolk County Police Academy training course **TENTATIVELY** scheduled to commence in the Fall of 2012 and possess a valid N.Y.S. driver's license. Additionally, candidates must successfully pass a psychological evaluation, medical evaluation, physical fitness agility evaluation and polygraph exam. Submit applications to the Office of the Chief of Police, Riverhead Police Department, 210 Howell Avenue, Riverhead, New York, 11901, no later than March 30, 2012. For further information, call the Riverhead Police Department at (631) 727-4500, ext. 315.

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

03.06.12
120184

ADOPTED

TOWN OF RIVERHEAD

Resolution # 184

AMENDS 2012 SALARY RESOLUTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that in adherence to the Suffolk County living wage law, the hourly rate of the following part-time employees of the town of riverhead be amended effective January 1, 2012 as follows:

Felicia Foster, Homemaker	\$12.84
Barbara Kummer, Homemaker	\$12.84
Sandra Roberts, Homemaker	\$12.84

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 # 185

EXTENDS SPECIAL PERMIT OF HAMPTON JITNEY, INC.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board granted a special use permit by Resolution No. 246 of March 17, 2009 to Hampton Jitney, Inc. pursuant to Article XXVIA and Section 108-278 B (3) of the Town Code to allow the construction of a motor coach terminal and maintenance facility, as well as related improvements upon real property located on Edwards Avenue, Calverton; such real property more particularly described as SCTM 0600-117-1-8.6, and

WHEREAS, the Town Board had conditioned approval to require that the special permit use shall commence within two (2) years of the date of the approval resolution, and

WHEREAS, the Town Board has granted an extension of the specially permitted use for one year by Resolution No. 241 in 2011; and

WHEREAS, the special permit use has yet to commence, and

WHEREAS, the applicant, by letter dated February 6, 2012, requested that the Riverhead Town Board extend the special use permit for a period of one year, now

THEREFORE BE IT, RESOLVED, that Riverhead Town Board hereby extends the special use permit of Hampton Jitney, Inc for an additional one year period to expire March 17, 2013, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Hampton Jitney, Inc or their agent, the Building Department, the Town Attorney, the Fire Marshall and the Accounting Department and that a copy be scanned onto the Town Hall share drive for future reference.

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 # 186

APPOINTS A CALL-IN PARK ATTENDANT III TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Park Attendant III is needed by the Riverhead Town Recreation Department for work at the Town parks,

NOW THEREFORE BE IT RESOLVED, that effective March 7th, 2012, this Town Board hereby appoints Robert Chituk to the position of Call-in Park Attendant III, Level 1, to be paid the rate of \$10.75 per hour 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

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 187

APPOINTS A CALL-IN PARK ATTENDANT II TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Park Attendant II is needed by the Riverhead Town Recreation Department for work at the Town parks,

NOW THEREFORE BE IT RESOLVED, that effective March 7th,2012, this Town Board hereby appoints Robert Chituk to the position of Call-in Park Attendant II, Level 1, to be paid the rate of \$9.75 per hour 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

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 188

**APPROVES EXTENSION OF SECURITY POSTED BY CTR DEVELOPMENT
LLC IN CONNECTION WITH THE SUBDIVISION
ENTITLED "FEDUN ESTATES"
(ROAD AND DRAINAGE IMPROVEMENTS)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board, by Resolution #486 adopted on May 16, 2007, did accept an Irrevocable Letter of Credit in the amount of \$700,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Fedun Estates"; and

WHEREAS, by letter dated December 28, 2011 from Michael R. Strauss, Esq., attorney for CTR Development LLC, it had been requested that an extension be granted for the performance bond representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, by Riverhead Planning Board Resolution #2012-0009 dated January 19, 2012, it is recommended that the performance security be extended for an additional two-year period to November 1, 2012; and

WHEREAS, Water Key Money in the amount of \$65,000.00 and Park and Recreation Fees in the amount of \$140,000.00, have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to November 1, 2012; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 4, Port Jefferson, NY 11777; 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 # 189

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
FANTASTIC VOYAGE, LLC FOR USE OF WATER DISTRICT PREMISES IN
CONNECTION WITH MOTION PICTURE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Fantastic Voyage, LLC has expressed its desire to use property of the Riverhead Water District known as Plant 17 located at Northville Turnpike and CR 105, for motion picture photoplay for production entitled, "Inside Llewyn Davis"; and

WHEREAS, the Water District Superintendent has recommended same to the Town Board of the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Fantastic Voyage, LLC in substantially the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Fantastic Voyage, LLC, c/o Tyson Bidner, 350 Broadway, 6th Floor, New York, New York 10013; 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

LOCATION AGREEMENT

PROPERTY OWNER:
TOWN OF RIVERHEAD

PICTURE TITLE:
INSIDE LLEWYN DAVIS

ADDRESS:
200 HOWELL AVENUE
RIVERHEAD, NY 11901
PHONE: (631)727-3200 x216
FAX: (631) 727-6152

PRODUCTION COMPANY:
FANTASTIC VOYAGE LLC
350 BROADWAY, NYC 10013
PHONE: (646) 335-0630
FAX: (866) 538-9470

Your signature in the space provided below as owner or agent, will confirm the following agreement between you and us regarding our use of the Premises described below in connection with the production of the above motion picture photoplay hereinafter referred to as "The Photoplay". This letter sets forth the entire understanding between you and us and may not be altered except by another written agreement signed by both you and us.

1. You hereby grant to the above named production company ("Company") exclusive right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as we deem necessary, for and in connection with the production of the Photoplay, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.)
2. The term "the Premises" as used herein refers to the premises located at: **Riverhead Water Station #17- Corner of Northville Turnpike & Route 105, Riverhead, NY 11901** including the grounds at said address and all buildings and other structures located thereon, together with access to and egress from said Premises.
3. The term hereof ("The Term") shall commence on **Monday March 12, 2012** and shall continue until we have completed photography of the Photoplay at the Premises, but not beyond **Monday April 2, 2012**, unless the Term is modified by company due to weather conditions or changes in the production schedules. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at reasonable times and with reasonable notice to the owner and/or agent. The Company may remove the fence, or part thereof, prior to twenty-four (24) hours before the day of the shoot, subject to the terms of Paragraph 5 hereof. The Company agrees to comply with all conditions imposed by the Suffolk County Department of Health, of which it is made aware.

4. You hereby represent and warrant that:
 - a) you have the right authority to make and enter into this Agreement and to grant us rights set forth herein;
 - b) the consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises as outlined herein;
 - c) the undersigned will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
 - d) there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.

5. As compensation for our use of the Premises during the Term, we shall pay you based on the following rates: **\$10,000.00 (Ten Thousand USD) for prep, shoot and wrap.**

For the avoidance of doubt, the \$10,000 fee shall include 24 hours of water department personnel and up to 14 hours of local police security. If, however, Company requires the fence to be removed more than 24 hours prior to shooting, Company shall, at its option, either (i) pay you the additional fees calculated as follows: WATER DISTRICT PERSONNEL STRAIGHT HOURLY RATE IS \$30.00/HR WITHOUT FRINGE. OVERTIME RATE IS \$45.00 WITHOUT FRINGE. ONE FULL 24 HOUR DAY WOULD EQUAL 8 HOURS STRAIGHT PLUS 16 HOURS O/T (approximately \$960.00 PER DAY), or (ii) erect a temporary fence, in which case the aforesaid security would not be required.

6. If following the Term we require use of the Premises for additional use in connection with the Photoplay, you shall permit us to re-enter upon and again utilize the premises for such purpose. The dates for such additional use shall be subject to your approval, which approval you, or any subsequent owners, shall not unreasonably withhold. If we utilize the Premises for additional filming, we shall pay you according to the schedule in Paragraph 5. Above.

7. We may at any time prior to seventy-two (72) hours before commencement of the Term specified in Paragraph 3. Hereof elect not to use the Premises by giving you notice of such election, in which case neither party shall have any further obligation. If, within seventy-two (72) hours of commencement of the Term specified in Paragraph 3. Hereof, we elect not to use the Premises, we agree to pay you twenty-five percent (25%) of the estimated total compensation specified in Paragraph 5. Hereof, to a maximum of \$2,500.

8. Nothing herein shall obligate us to photograph, to use such photography, or to otherwise use the Premises, but we reserve the right to complete any

photography or other recordings commenced on the Premises. We shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Photoplay and any other photoplay produced by us or by others. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions. Company shall not use any images of the Town police personnel and/or the police vehicles.

9. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by us of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, we shall remove from the Premises all structures, equipment and other materials placed thereon by us.
10. The Company will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. The Company shall provide certificate(s) of the foregoing insurance, showing the Town of Riverhead and the Riverhead Water District as additional insureds to the extent of their interest.
11. We agree to hold you harmless and to indemnify you for damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any and all liability and loss which you may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by our negligence in connection with our use of the Premises. In connection therewith, you agree to submit to us in writing, within five (5) days after the expiration of the Term (including any additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which we are responsible, and you shall permit our representatives to inspect the property so damaged.
12. INTENTIONALLY DELETED.
13. You hereby acknowledge that neither you nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against us or any other party arising out of any use of said photography. You hereby grant to us, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay in such manner and to such extent as Company desires in its sole discretion. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films,

photographs and recordings made on or of the premises, in perpetuity throughout the universe.

14. In no event may you seek to enjoin the distribution or exploitation of the Picture with respect to any breach of Company's obligations hereunder.
15. The Company agrees at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

Very truly yours,

FANTASTIC VOYAGE LLC

By: _____

Title: _____

APPROVED AND ACCEPTED:

Property Owner

SS# or Fed. I.D. #

03.06.12
120190

ADOPTED

TOWN OF RIVERHEAD

Resolution # 190

AUTHORIZES THE EXECUTION OF AN AGREEMENT WITH VERIZON BUSINESS NETWORK SERVICES INC., ON BEHALF OF MCI COMMUNICATIONS SERVICES, INC. D/B/A VERIZON BUSINESS SERVICES AND/OR THEIR AFFILIATES (VERIZON) FOR MANAGED SECURITY SERVICES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and/or their Affiliates (Verizon) has provided managed security services to the Town of Riverhead (Town) for firewall management; and

WHEREAS, the prior agreement with Verizon expired on December 31, 2011; and

WHEREAS, Verizon has agreed to continue providing said services on a month to month basis at the same monthly sum; and

WHEREAS, Verizon is approved as a New York State vendor for said services and desires to continue providing managed security services at the same monthly sum; and

WHEREAS, Verizon has offered to provide managed security services for thirty-six (36) months to the Town effective from the date of new agreement; and

WHEREAS, the Town wishes to ~~Promoter and~~ agree to enter an Agreement also designated as a Statement of Work (SOW) for such ~~Promoter~~ purposes.

NOW THEREFORE, BE IT RESOLVED, that the Town Board be and hereby, authorizes Supervisor Sean Walter to execute the attached SOW with Verizon for managed security services; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

STATEMENT OF WORK NO. 1-20101221

Verizon Business Network Services Inc.

22001 Loudoun County Parkway
Ashburn, VA 20147

Town of Riverhead

1295 Pulaski Street
Riverhead, NY 11901

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

This Statement of Work ("SOW") is governed by the State of New York Office of General Services, Contract ID #PS63765 (the "Agreement"), and is between Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and/or their affiliates ("Verizon") and Town of Riverhead ("Customer"). To the extent there is any conflict between this SOW and the RFP or Agreement, the order of precedence should be as defined in the Agreement.

1. Description of Services

1.1 Verizon will provide the following services ("Services"):

Managed Firewall – Premium – High Availability

1.2 Scope of Work.

Verizon will provide 24/7 Proactive Monitoring and Management of Customer Firewall for thirty-six (36) months which includes Verizon's Online Guardian Portal.

2. Terms and Conditions.

- 2.1 Customer warrants and represents that Customer has the right to allow Verizon to perform the Services described in this SOW.
- 2.2 **Service Provider.** The products and services under this services attachment (referred to herein as "Service Attachment") are provided by Verizon (referred to herein as "Verizon") except as otherwise explicitly noted.
- 2.3 **Services.** The provision of MSS to each of the types of applications listed in Section 1.2 above is a separate "MSS Service." MSS is provided for the number of Serviced Devices for which Customer has ordered service. The two related devices in High Availability service are counted as one Serviced Device. A monthly recurring charge applies per MSS Service and per Serviced Device. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance MSS from time to time ("Service Update") and will notify the Customer's contact shown in the Service Context (via facsimile or electronic mail) upon publishing new terms. Such new terms shall become effective upon the date specified in Verizon's notice but no sooner than the 90th day following notice. Unless the Customer elects to terminate MSS under the terms of the Agreement and provides written notice to that effect to Verizon within 30 days following receipt of Verizon's change notification, the new terms will be deemed accepted and will apply.

- 2.4 **Excluded Services.** The parties acknowledge that Verizon has no obligation to provide MSS for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress, misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon's prior written consent; (iii) that is "end-of-life" or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained.
- 2.5 **Additional Services.** Customer may request Verizon to provide services in addition to MSS ("Additional Services"). Such Additional Services may include installation, configuration, training, consulting and other professional services. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and with terms set out in a separate service attachment.
- 2.6 **Customer Responsibilities.**
- 2.6.1 The Customer shall (i) at its own expense, procure and maintain adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform MSS; (ii) comply with MSS prerequisites and operational procedures as set forth in the then current terms; and (iii) promptly inform Verizon of any changes effectuated in the Customer's network and/or Information Technology infrastructure ("Customer Environment") and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of MSS.
- 2.6.2 The Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device's operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. The Customer acknowledges that it is Customer's responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with each Serviced Device. The Customer further acknowledges that it is the Customer's responsibility, at its sole cost and expense, to maintain and ensure the full and proper functionality of each Serviced Device.
- 2.6.3 **Invoicing and Orders.** Unless expressly indicated otherwise all NRCs will be invoiced upon Order Confirmation Date and the initial monthly recurring charges will be invoiced upon RFS or 3 months after Order Confirmation Date (as those terms are defined below), whichever is sooner, and monthly thereafter.
- 2.6.3.1 Customer acknowledges and accepts that, for some services, such as Service Tickets, a minimum order quantity may apply. Customer shall be advised if a minimum order quantity applies in advance of Customer's order. Customer accepts that, unless explicitly agreed otherwise in writing, any unused portion of such minimum quantity shall be deemed forfeited upon termination or expiration of the related MSS Service and Customer shall not be entitled to receive any refund, credit or other form of reimbursement of fees paid in respect of such unused portion.
- 2.6.3.2 If Customer elects to terminate MSS Service for any Serviced Device and after that MSS Service has ended, requests Verizon to renew such service to that device, Verizon may require payment of the then applicable service initiation fees to re-establish service (e.g., set-up NRCs).

- 2.6.4 **Service Equipment.** If Verizon-owned equipment and software (“Service Equipment”) is provided to Customer for use in connection with MSS, Customer shall be liable for any and all loss or damage to the Service Equipment, excluding damage attributable to normal wear and tear, in Customer’s possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Equipment in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Equipment at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Equipment is located or housed by or on behalf of Customer.
- 2.6.4.1 Verizon has the right to revoke the use of the Service Equipment at any time. Upon Verizon’s revocation of Service Equipment use, or termination or expiration of MSS for which the Service Equipment has been provided, the Customer shall immediately cease all further use of the Service Equipment and return to Verizon the Service Equipment in the same condition as such Service Equipment was received, excluding normal wear and tear, in the original or equivalent packaging materials. In such event, freight and insurance shall be prepaid by Customer and Customer shall bear all of the costs and expenses attributable to returning the Service Equipment to Verizon. If Customer fails to return the Service Equipment within 14 calendar days following termination or expiration of the applicable MSS Services, Customer shall be invoiced for the purchase or license of the Service Equipment at greater of: (i) 140% of Verizon’s then current net book value of the Service Equipment, or (ii) the costs and expenses of any new and equivalent replacement equipment procured by Verizon.
- 2.6.4.2 Customer shall use the Service Equipment for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Service Equipment. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Equipment.
- 2.6.4.3 In certain countries, to be determined at the time of order, Customer must provide certain equipment (e.g. Local Event Collectors and Connection Kits, along with related devices such as terminal servers and modems) to Verizon’s specifications and Verizon will configure and access such equipment remotely. Verizon will not take title to such equipment in that case.
- 2.6.5 **User Interface.** In connection with the provision of MSS, Customer may be provided with one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or such other means of authentication (“Login”) to access a web-based portal, dashboard, or other form of user interface (“User Interface”). The User Interface and Login may be used for accessing on-line services, authorizing instructions and requests using MSS and/or ordering additional services or Service Tickets. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer’s Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer’s Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses,

damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

- 2.6.6 **Customer Information.** Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform MSS. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of MSS, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of MSS, then Customer agrees to reimburse Verizon promptly for these costs.

2.7 Warranties.

- 2.7.1 Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement ("SLA") portion of this Service Attachment are Customer's sole and exclusive remedies in connection with MSS, including without limitation failure to meet any standard set forth in the SLA.
- 2.7.2 For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.
- 2.7.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform MSS in the Customer Environment (including, without limitation, all rights, power, permissions and authority necessary in respect of any IP address assigned to a Serviced Device); and (ii) it will use MSS for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.8 Limitation of Liability.

- 2.8.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and such other countries from, across, to or in respect of which MSS is provided by or on behalf of Verizon).
- 2.8.2 IN NO EVENT MAY EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS SERVICE ATTACHMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION,

CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE SERVICE FEES PAID TO VERIZON BY CUSTOMER FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION DURING THE SERVICE PERIOD IN WHICH SUCH SERVICE WAS PROVIDED. The foregoing does not limit Customer's payment obligations under this Agreement.

- 2.8.3 WITH REGARD TO SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, VERIZON DISCLAIMS ANY LIABILITY TO CUSTOMER, AND CUSTOMER ASSUMES THE ENTIRE RISK FOR (A) INFORMATION FROM THIRD PARTIES PROVIDED TO CUSTOMER WHICH TO THE BEST OF VERIZON'S INFORMATION, KNOWLEDGE AND BELIEF DID NOT CONTAIN FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION; (B) CUSTOMER'S ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF MSS; AND/ OR (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF MSS.

2.9 Term and Termination.

- 2.9.1 This Service Attachment shall become effective upon the Effective Date of the Agreement and shall continue in force for a period of thirty-six (36) consecutive months.
- 2.9.2 Order Confirmation. Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the MSS service(s) requested.
- 2.9.3 Ready For Service ("RFS") Date. Ready for Service ("RFS") is the date on which Verizon begins providing an MSS Service on a Serviced Device. Customer will receive an RFS notification as each MSS Service becomes active.
- 2.9.4 MSS Services ordered under this Service Attachment, and associated payment obligations, will continue until terminated by either party. Either party may terminate service, or MSS Service on any Serviced Device, with or without cause, effective 60 days after written notice of termination is given to the other party. Customer will pay any amounts accrued for MSS through the termination date. Customer may cancel a request for MSS Service for any Serviced Device prior to RFS with or without cause, effective 30 days after written notice of cancellation.

2.10 Assumption of Risk.

- 2.10.1 Customer acknowledges and agrees that the price being charged by Verizon for MSS does not include any risk contingency or other assumption of risk, beyond the cost of performance. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance, covering damages to Customer or third parties.
- 2.10.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of MSS. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any Maintenance Window or change request. Notwithstanding anything contained in this Service Attachment to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with

(a) the maintenance performed by Verizon in connection with MSS or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.

2.10.3 Customer understands that to the extent Customer requests services involving the use of network scanning technology, such activities have substantial inherent risks, including, but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer acknowledges that it understands and accepts the Scanning Risks. Customer specifically authorizes Verizon to perform the portion of MSS that require the use of network scanning technology. Verizon shall take reasonable steps to mitigate these Scanning Risks; however, Customer understands that these Scanning Risks are inherent in the provision of certain computer security services and the use of certain computer security products and cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon and its affiliates, officers, agents, successors or assigns (each, a "Verizon Indemnified Party") from and against any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) incurred by Verizon, resulting directly or indirectly from any claim attributable to or arising out of Verizon's use of network scanning technology (each, a "Scanning Claim"), including, without limitation, the use by Verizon of network scanning technology to analyze assets that are not controlled directly by Customer, including, without limitation, servers hosted by third parties. The obligation of Customer to indemnify, defend and hold a Verizon Indemnified Party harmless in connection with a Scanning Claim shall not apply if Verizon's gross negligence or willful misconduct gave rise to such Scanning Claim.

2.11 **Intellectual Property Rights: Ownership.** Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision of MSS or materials delivered pursuant to this Service Attachment. Customer retains all right title and interest in and to the underlying factual data gathered through the provision of MSS. Verizon owns all right title and interest in and to Verizon's trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a "Technical Element"), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon grants Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of Customer. Notwithstanding anything contained in this Service Attachment to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element. Each deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Attachment shall not constitute a Technical Element. Each Custom Material shall be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2.12 **Certification Seals; Verizon Materials.** If, under the terms of this Service Attachment, Customer is granted the right to use any Verizon certification seals or logos (each, a "Certification Seal"), then the display and presentation of such Certification Seal by Customer are subject to Verizon's then-current logo guidelines. If in connection with the provision of MSS Verizon installs or provides any hardware or software owned by Verizon ("Verizon Materials"),

then Customer shall use the Verizon Materials for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Verizon Materials. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Verizon Materials. Verizon has the right to revoke the use of the Verizon Materials at any time. In such event, Customer shall, at its sole cost and expense, promptly return the Verizon Materials to Verizon. Customer's right to use the Verizon Materials automatically terminates upon termination of this Service Attachment or upon completion of the portion of MSS for which the Verizon Materials are provided.

2.13 Confidential information.

2.13.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of MSS; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" does not include information that is (y) expressly excluded from the definition of "Confidential Information" under the Agreement; or (z) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

2.13.2 **Permitted Use.** Verizon has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of MSS, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of MSS, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

2.14 General Provisions.

2.14.1 **Force Majeure.** With the exception of Customer's obligation to make payments properly due to Verizon, neither party may be deemed in default or otherwise liable under this Service Attachment due to its inability to perform its obligations by reason of fire, earthquake, flood, labor disruption or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond such party's control.

2.14.2 **Independent Contractors.** The parties to this Service Attachment are independent contractors and this Service Attachment does not establish any relationship of partnership, joint venture, employment, franchise or agency between Verizon and Customer.

2.14.3 **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing in this Service Attachment, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

2.14.4 **Definitions and Acronyms.** Capitalized terms not defined herein have the meaning described in the Agreement.

Defined Term / Acronym	Definition
24x7	A continuous service, 24 hours a day, 7 days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	Applicable Rates are the rates that apply for professional services work not included in this agreement. Work at Applicable Rates is subject to the creation and execution of a separate statement of work outlining the activities and the applicable rates for executing these activities.
Authorized Users	Customer personnel authorized by the Customer to access the Security Dashboard
Business Days	Monday through Friday, excluding Christmas and New Year's Day, from 00:00 UTC to 24:00 UTC.
Certificate	<p>A digital certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include:</p> <ul style="list-style-type: none"> • A public key • The identity or unique pseudonym of the certificate subscriber who owns and holds the private key matching the listed public key • The Issuer's identity • A start date and expiration date • A reference to the governing policy of the Issuer
Change Request	A request from the Customer, or from Verizon for a change to the <u>SEAM</u> policy, the <u>Rule Set</u> , the configuration, the <u>Service Context</u> , or a request for a <u>Security Upgrade</u> .
Connection Kit	Equipment at Customer's designated premises used to set up secured monitoring or management connections between the <u>Serviced Device(s)</u> and one or more SMCs.
Correlation	Comparing data from multiple sources to find patterns and relationships that may point to attacks and abuse.
Event	A data record produced by a Serviced Device when it detects a Threat. Such a record may be an SNMP trap, a device-generated event, an entry in a log, or an xml event. An Event may also be called "alert".
Exploit	<p>A method to use a Vulnerability to gain unauthorized access to functions, data, or privileges, generally with malicious intent.</p> <p>An exploit can include a script, virus, Trojan, or a worm. The exploit is mainly defined by the way it replicates and spreads.</p> <p>An attack is the use of an Exploit.</p> <p>A script refers to a document with steps to manually find and exploit vulnerabilities. A script is replicated by publishing it.</p> <p>A virus refers to malicious software attached to a medium (e.g. files, removable media, or documents). A virus replicates using this medium.</p> <p>A Trojan refers to malicious software embedded in applications. The Trojan will not replicate itself; it spreads with the application.</p> <p>A worm refers to a self-contained program (or set of programs) that spreads copies of itself to other computers. A worm can spread through network connections and e-mails in a matter of hours.</p>
Incident	A single Event, or a series of Events, that may represent an intrusion attempt, a reconnaissance attempt or that otherwise require the attention of a security analyst. An Incident may also reflect an "attack".
Issuer	Issuing authority of Certificates. It is the legal entity that assumes the liability of the Certificates issued under its Certificate Policy ("CP"), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement ("CPS").

Defined Term / Acronym	Definition
Local Event Collector	Equipment at Customer's or Verizon's premises used to set up secured monitoring or management connections between the <u>Serviced Devices</u> and one or more SMCs.
Log Transport Agent	A Log Transport Agent is a third party or Verizon proprietary software component that runs on a Serviced Device to enable the transport of Event logs generated by that Serviced Device to the Local Event Collector and/or SMC. Like any agent software, a Log Transport Agent may impact available resources for performing tasks and functions.
Maintenance Window	A time window agreed between the Customer and Verizon for Verizon's performance of certain maintenance or management services on <u>Serviced Devices</u> . During a Maintenance Window, the <u>Serviced Devices</u> and/or MSS may be temporarily disrupted or unavailable. Maintenance windows are limited to a maximum of 6 hrs.
NTE	Not To Exceed
Other Incident Ticket	A ticket for service related incidents logged with Verizon and created by the Customer or Verizon. Other Incident Tickets will consume Service Tickets, as outlined in this Service Attachment.
RFO	Ready For Operations - The date (following RFS) that Verizon sends RFO notice to Customer documenting agreement by Customer and Verizon that the <u>Serviced Device</u> and <u>SEAM</u> policy have been fine-tuned and the escalation parameters, Service Context and procedures have been set as mutually agreed. From this date, the SLA becomes effective. RFO is given per Serviced Device.
Refresh Rate	The rate at which information on the Security Dashboard is refreshed. The Refresh Rate varies dependent on the type of information and the Serviced Device to which the information relates as shown in this Service Attachment.
RFS	Ready For Service - The date on which Verizon starts providing a MSS Service on a <u>Serviced Device</u> . The RFS may vary for each MSS Service.
Rule Set	The security policy or rules used by a Serviced Device or by SEAM. The Rule Set may also be called "policy" when there is no confusion with corporate or other policies.
SEAM	<p>State and Event Analysis Machine – Proprietary Software used by Verizon to process logs, alerts, and scan reports from Serviced Devices. Its functions include:</p> <ul style="list-style-type: none"> • Normalization – converting entries in logs and individual alerts into generalized Events independent of the device and its brand or version. • Classification – giving Events a first classification, using Verizon proprietary Event Classification Policy Language, filtering out false positives or Events related to vulnerabilities absent in the targeted environment. • Correlation – reclassifying or combining Events into meaningful Incidents that will be handled by Verizon security analysts. • Pattern matching – recognizing patterns pointing to reconnaissance scans, infections, or attacks. • Statistics – calculating averages to discover trends and anomalies, and to allow comparisons. • Workflow management – recording the activities for an Incident. • Information management – managing the information needed to examine, evaluate, and classify <u>Incidents</u>. • User management – defining the views and authorization levels of users
Secure E-mail	An e-mail using, where possible and practicable for the Customer, a signature, encryption, and <u>Certificates</u> trusted by Verizon. This is based on S-MIME certificates. Customer is required to provide its public key to Verizon. If this is not possible or practicable for the Customer, Verizon will revert to using unencrypted e-mail communications.

Defined Term / Acronym	Definition
Security Dashboard	A secured web portal for Customer authorized staff to access in connection with MSS. It is the main point of communication between the Customer and Verizon.
Security Upgrade	<p>Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions.</p> <p>A Security Upgrade may also refer to a “patch”, “bug fix”, “service pack” or “update”.</p>
Service Context	<p>A set of documents, with version control, posted on the Security Dashboard, containing information about the Customer that Verizon uses for the provisioning of MSS to the Customer. The Service Context is setup during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include one or more of the following:</p> <ul style="list-style-type: none"> Specification of Maintenance Windows Procedures, templates for escalation, notification, reporting, change control processes and authorization procedure Contact details and authorization for escalation, notification, and reporting <u>Secure E-mail Certificates</u> Roles and Responsibilities in the form of a RACI Matrix between Customer and Verizon for the different service components Details on maintenance and support contracts Network topologies and asset inventories of systems that can be reached through the security infrastructure
Serviced Device	<p>An appliance, software feature on a physical device, system, software plug-in or application, at the Customer's or Customer's service provider's premises that is monitored and/or managed under MSS. Serviced Devices are shown in the Service Context section of the Security Dashboard.</p> <p>Typical examples of a Serviced Device are a router, a network intrusion detection probe, an anti-virus or content-screening plug-in on a proxy, a firewall running on a UTM (Unified Threat Management) or server, a virtual security component or a host intrusion detection management station.</p> <p>A Serviced Device can be deployed in the following configurations:</p> <ul style="list-style-type: none"> • Primary: A device processing the day-to-day load. • High Availability: A redundant configuration of two devices (duplicate software and data); not necessarily co-located; activated manually or automatically when the primary device fails. Also sometimes referred to as an “Active-Passive” configuration. • Active-Active: A configuration of 2 devices in a load balancing setup with both devices passing network traffic. In case of failure of one device, the other device either manually or automatically takes over the device functions of the failed device. In this configuration, each device is treated as a separate Serviced Device under MSS, subject to a separate MRC. Note, however, that the rate for the optional Device Service Availability SLA quoted above covers both devices.
Service Ticket	A unit for charging certain usage-based services under MSS. A number of Service Tickets are included in each MSS service by default for each Serviced Device per 12-month period following the RFS. This number is specified in Rates and Charges, section 1.3, of this Service Attachment.

Defined Term / Acronym	Definition
SMC	Security Management Center. A data center that hosts the systems for monitoring, managing, or supporting the Serviced Devices. The SMC includes: equipment to connect to the Local Event Collector, management stations, the SEAM engines, signing engines, Security Dashboard, and back-end systems such as back-up devices, file servers, and terminal servers. The SMC may include equipment owned by the Customer.
SMC Time Stamp	A time stamp, recorded by Verizon at the SMC, reported on the Security Dashboard and taken as reference for measuring the service levels. The SMC Time Stamp is recorded in UTC and synchronized worldwide using the Network Time Protocol ("NTP").
Subordinate Device	An appliance, system, network, or software at Customer or Customer's service provider's premises that depends on a Serviced Device but that is not managed or monitored by Verizon. A Subordinate Device can be a local repository or an agent (installed on a server or desktop) that gets its software, configuration and Rule Set updates from a management station being the Serviced Device, and that sends security events to that Serviced Device.
Threat	A (suspected) use of an Exploit, or the (suspected) presence of a Vulnerability in the configuration, platform, or application code. A Threat can be an infection by a worm or virus, or it can be a targeted attack. Exploits can also be combined into Blended Threats, exploiting multiple security holes.
Threat Signature	Code used to recognize a Threat by its pattern. A Threat Signature may contain algorithms to detect dynamically changed malicious behavior, combat obfuscation, or impersonation.
Unsupported Device	A Serviced Device that is either (i) no longer supported or maintained by its manufacturer; or (ii) an appliance, system, network, or software that is not included in Verizon's portfolio of security products supported on the MSS platform. Certain limitations and conditions with respect to the availability of MSS apply for Unsupported Devices.
UTC	Coordinated Universal Time. Universal Time indication, standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4. The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SMCs via the Internet protocol NTP. The UTC code uses the 24-hour clock. 4 pm (afternoon) is equal to 16:00 UTC. Depending on the daylight savings period, the UTC is 4 or 5 hours ahead of Eastern Standard Time ("EST"), and 1 or 2 hours behind Central European Time ("CET").
Vulnerability	A security hole; a defect that can be exploited to gain access to data, functions, or privileges violating the intended authorization. Vulnerabilities can range from defects in application or system software (e.g. bugs), in the user administration (e.g. non-protected user accounts), in the configuration (e.g. unintended network or file access), in the policy and Rule Set definition (e.g. unrestricted open ports or exposed IP-addresses), etc. The combination of all vulnerabilities of a given system or infrastructure is the exposure.
Work-around	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.

3. **Specifications for Managed Security Service - Premium.** Managed Security Service -- Premium is available as a monitoring service or a monitoring and management service as described below.

3.1 **Service Matrix.** The following table lists which sections apply for each of the Serviced Devices/MSS Services combinations.

	Monitoring Services				Management Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting	Device Maintenance (Management)	Device Health Management (Management)	Device Security Management (Management)	Service & Security Incident Reporting
Firewall	√	√	√	√	√	√	√	√
Network Switch	√	√	√	√	√	√	√	√
Router	√			√	√	√	√	√
Security Appliance	√	√	√	√	√	√	√	√
Network Intrusion Detection System ("NIDS")	√	√	√	√	√	√	√	√
Network Intrusion Prevention System	√	√	√	√	√	√	√	√
Wireless IDS		√	√	√	√		√	√
HIDS/HIPS on Servers – Full Escalation (1)		√	√	√	√		√	√
HIDS/HIPS on Servers – Threshold Escalation (2)		√		√	√		√	√
HIDS/HIPS on Clients		√		√	√		√	√
Application Level Firewall	√	√	√	√	√	√	√	√
Load Balancer	√	√	√	√	√	√	√	√
SSL VPN	√	√	√	√	√	√	√	√
Email Security Gateway	√	√	√	√	√	√	√	√
Proxy Server	√	√	√	√	√	√	√	√
Content Screening	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
Database Security Gateway	√	√	√	√	√	√	√	√
Database Monitoring Gateway	√	√	√	√	√	√	√	√
Network Admission Control	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
FIPCM		√	√	√	√		√	√
Endpoint Security on Servers and Clients		√	√	√	√		√	√

(1) HIDS/HIPS – Full Escalation: This service is available for HIDS/HIPS agents residing on servers only. When a client orders this service, security events and incidents are created for each individual HIDS/HIPS agent. On-line and off-line reporting happens per HIDS/HIPS agent.

(2) HIDS/HIPS – Threshold Escalation: This service is available for HIDS/HIPS agents residing on servers or on clients (desktops/laptops). When a client orders this service, sensors with the same policy are grouped together. For each group, a number of customer-specific thresholds are defined. When a threshold is exceeded, an automated escalation is sent to the customer. On-line and off-line reporting happens per group.

3.2 Device Availability & Health Monitoring.

3.2.1 Availability Monitoring. Availability Monitoring provides the following.

3.2.1.1 Verizon monitors the availability of the Served Device 24x7 by sending a life signal (for example a “ping”) once every life signal time-out period. This time-out period will be two (2) minutes, unless agreed otherwise with the Customer in the Service Context. During monitoring, Verizon can adapt the time-out period to minimize the number of false alerts.

3.2.1.2 If the Serviced Device does not respond to a given number of consecutive life signals, Verizon assumes it is unavailable. This number is three (3) out of five (5) consecutive life signals, unless Customer agrees otherwise in the Service Context.

3.2.1.3 When Verizon establishes that a Serviced Device is unavailable, it will contact Customer's contacts defined in the Service Context contacts according to the escalation parameters for the Availability Report

3.2.1.4 These are the contacts and escalation parameters for the Availability Report:

	Interaction	Reporting
Communication Channel	Phone and Secure-Email	Security Dashboard
Information Type	Availability Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.1.6 Verizon is not responsible for the availability monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.2.2 **Health Monitoring.** Health Monitoring provides the following.

3.2.2.1 Verizon monitors the health of the Serviced Device 24x7 by measuring a number of health parameters once every ten (10) minutes unless it is otherwise agreed in the Service Context. Conditional upon the reporting capability of the Serviced Device, these health parameters are: CPU usage, Memory usage, Disk usage and Swap usage. Verizon requires access to the Serviced Device in a manner that allows measuring the health parameters reported on by the Serviced Device.

3.2.2.2 Verizon will set a health threshold for each of the health parameters reported on by the Serviced Device and will create a health incident if one or more thresholds are exceeded

3.2.2.3 When Verizon creates a health incident and if the health incident is indicative of a problem with the Serviced Device, it will contact the Customer contacts defined in the Service Context according to the escalation parameters for the Health Report

3.2.2.4 These are the contacts and escalation parameters for the Health Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Health Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.2.5 If Verizon experiences performance problems with the Serviced Device it may recommend a hardware upgrade.

3.2.2.6 Verizon is not responsible for the health monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.3 **Threat Analysis.** The Threat Analysis is based on the logs, Events, and reports produced by a Serviced Device or received from devices serviced by that Serviced Device (i.e. the Subordinate Devices), as available. The results of the Threat Analysis are reported on the Security Dashboard in real-time or periodically (see section Service and Security Incident Reporting). They can also be used for escalating Threats and Incidents in real-time (see section Security Incident Handling).

3.3.1 **Event Collection.**

3.3.1.1 Verizon uses one or more devices including, without limitation, Local Event Collectors and Connection Kits, along with related devices (e.g. terminal servers and modems) (individually and collectively, "Event Collection and Management Equipment") to collect Events from the Serviced Devices and send Events to the SMC. Verizon and Customer will jointly agree upon the number of locations where Event Collection and Management Equipment is used.

3.3.1.2 For certain types of Serviced Devices, a Log Transport Agent must run on the Serviced Device to enable the transport of the Event logs generated by the Serviced Device to the Local Event Collector and/or SMC. The Customer is responsible to install and maintain the functioning of the Log Transport Agent, including updating the Log Transport Agent as per any reasonable instructions from time to time given by Verizon. Verizon will provide the Customer with a copy of the Log Transport Agent to be installed and install instructions or direct the Customer to a download/instruction page.

3.3.1.3 If agreed, Verizon will enable the Serviced Device to collect Events from the devices that it services (i.e. the Subordinate Devices). This service is available only for Managed SEM, HIDS/ HIPS and Application SEM/SIEM devices. Verizon is not responsible to manage the transport of Events from these Subordinate Devices.

3.3.2 **Event Analysis.**

3.3.2.1 Verizon analyzes, 24x7, the Events collected and produced by the Serviced Device. The analysis starts when the Events reach the SMC. All Events are labeled with a sequence number to identify them and to track their status.

3.3.2.2 Verizon filters and evaluates the severity of Events according to the latest Service Context and SEAM policy using the following Event classifications:

Event Classification	Level	Conditions
Insufficient Info	L0	Verizon has not enough information to assess the Event. Verizon will ask the Customer for additional details.

Event Classification	Level	Conditions
Harmful Attack	L1	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to an attack (attempt) that may result in damage or unauthorized access to a device or application, and, (iii) the cause of the Event renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	L2	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to a known attack (attempt), and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the current Service Context.
False Positive	L4	The Event is falsely triggered by a device on the inside of the Internet perimeter. Such a false positive is caused by: • Poor detection code or signatures that do not discriminate well between normal and malicious activity for this Incident. • Devices that show characteristics similar to those of malicious activities.
Forensics	L3	The Event comes from a device on the outside of the Internet perimeter. It is only collected for future forensic analysis.
Off-line Analysis	L5 L9	These levels are used during the first phase of a deployment, or after major changes in the network (such as adding or removing a server or Serviced Device, moving a Serviced Device, changing security policies and Rule Sets, installing major signature updates or major software upgrades, implementing an Urgent Change Request, or, replacing a Serviced Device). These Events will only be logged without real time analysis.

3.3.2.3 Only Events that are part of a Harmful, Harmless or Insufficient Information Incident are visible on the Security Dashboard. For all other Events the Security Dashboard shows statistics on Events, not the individual Events. These are the parameters for reporting on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Event statistics
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.3 Incident Creation and Correlation.

- 3.3.3.1 Verizon will correlate and aggregate related Events into Incidents.
- Events may appear harmless when they are seen in isolation. However, when they are combined with information from other Events or from information in the Service Context, a more harmful pattern may appear. Examples of Incidents that may be detected are port scanning, spoofing attempts, Exploits of configuration Vulnerabilities, penetration tests, multi-component, and blended worms.
 - Events will be compared with the Service Context and the output from vulnerability scanning tools.

- Verizon may reclassify Events that were not classified as harmful, and include these in Incidents.
- 3.3.3.2 The ability to correlate and aggregate depends on the level of provided information on the systems that are monitored by the Serviced Device.
- 3.3.3.3 Verizon classifies Incidents into one of the following 4 categories:

Incident Classification	Conditions
Insufficient Info	One or more of the associated Events were classified as <u>Insufficient Info</u>
Harmful Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as an attack (attempt) that may result in damage or unauthorized access to a device or application, or as an e-mail attachment suspected to be infected by a virus, and, (iii) the cause of the <u>Incident</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as a known attack (attempt) or reconnaissance effort, and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the <u>Service Context</u> .
False Positive	The Incident is falsely triggered.

- 3.3.3.4 Individual Incidents, statistics on Incidents, and statistics on Events associated with Incidents are reported on the Security Dashboard. In addition, Incidents can be retrieved using a query panel on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Incident
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.4 State and Event Analysis Machine (SEAM) Policy Updates.

- 3.3.4.1 Verizon publishes the SEAM policy on the Security Dashboard. It is defined in the SEAM Event Classification Policy Language ("ECPL").
- 3.3.4.2 The SEAM policy is managed solely by Verizon.
- 3.3.4.3 Verizon may change the SEAM policy:
- (1) After an Insufficient Info Incident has been reclassified.
 - (2) If Verizon sees, or is notified of, a massive attack or a virus/worm outbreak with the risk of flooding, as that term is understood in the security industry.
 - (3) If Verizon notes flooding. Flooding may occur as a result of wiring changes, new subnets, or new applications with new protocols within Customer's infrastructure.
 - (4) If Verizon determines that changes to the Service Context may influence a Rule Set. Such changes may include (without limitation)

adding, removing, or moving servers, adding new applications or web servers, or changing Rule Sets in nearby devices.

3.3.4.4 Verizon will inform Customer within 4 hours of any change to the SEAM policy

3.4 **Security Incident Handling.** This section deals with real-time escalation and active handling of Threats (Incident Response).

3.4.1 **Incident Handling.**

3.4.1.1 An Incident created during the Threat Analysis starts with status Open.

3.4.1.2 Verizon will change the status of the Incident during the handling of the Incident. Status changes will be communicated by Secure E-mail and displayed on the Security Dashboard. Each time a status is changed, a SMC Time Stamp is added. These are the possible statuses of an Incident:

Incident status	Conditions
Open	The Incident has been created by the SEAM engine or by Verizon. Verizon will further examine it.
Active	Verizon has started examining the Incident; the investigation is not yet finished.
Escalated	The Incident has been escalated because: It concerns a real Threat (a Harmful Attack Incident), or, Verizon needs extra information to classify it (an Insufficient Info Incident).
Closed	The Incident has been fully processed by Verizon. It does not require any further action; actions to mitigate, contain, or resolve the risks have been started.

3.4.1.3 Subsequent to the initial escalation of an Incident to the Customer, the Incident and/or its severity level may be changed by Verizon based on such additional information as may become available or as the Customer may provide during the handling process.

3.4.2 **Incident Escalation.**

3.4.2.1 Verizon escalates Insufficient Info or Harmful Attack Incidents. Verizon does not escalate Harmless Attack or False Positive Incidents.

3.4.2.2 For Insufficient Info or Harmful Attack Incidents, Verizon examines (if it has enough information):

- The target of the Incident, and its characteristics
- If available, the packet dump of the Event
- If such an attack could be successful on the target and what the impact would be
- The best way to mitigate the attack

3.4.2.3 For Insufficient Info or Harmful Attack Incidents: when an Incident is created at the SMC, Verizon sends an Incident report to the Customer within the time defined in the Service Level Agreement section. An Incident Report contains:

- The identity of the affected Serviced Device and its location
- The timestamp in UTC of the Incident
- Source information, when the Incident does not represent a range of sources

- Destination information, when the Incident does not represent a range of destinations
- Threat Signature information; if applicable: Threat Signature ID, name and description
- Packet dump, if obtainable from the Serviced Device using the existing infrastructure

3.4.2.4 Contacts and escalations follow the Service Context with the following parameters:

	Interaction		Reporting
Communication Channel	Secure-Email	Secure-Email and Phone	Security Dashboard
Information Type	Incident Report (Insufficient Info)	Incident Report (Harmful Attack)	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp	SMC Time Stamp
Response Time	NTE 30 minutes	NTE 15 minutes	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Primary incident contact + Secondary incident contact	Authorized Users

3.4.3 Insufficient Info Incident.

- 3.4.3.1 Following its creation of the Incident, Verizon will escalate an Insufficient Info Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to escalated.
- 3.4.3.2 Verizon does not escalate an Incident as Insufficient Info if it sees that a previously escalated Incident had the same cause. Verizon will reclassify such Incidents in line with the first Incident.
- 3.4.3.3 The quality of Verizon's classification and the number of Incidents escalated as an Insufficient Info Incident depends on the quality and completeness of the information that Verizon receives on the known network environment of the Serviced Device.
- 3.4.3.4 The Customer is responsible for closing the escalated Incident and providing Verizon with the information required for Verizon to take action (if needed) and change the status to Closed. Such actions are, for example, update the inventory of infrastructure or change the SEAM policy or the Rule Set of the device.
- 3.4.3.5 If the Customer does not provide the missing information in 48 hours, Verizon may send a reminder or may anytime thereafter change the status of the Incident to Closed.

3.4.4 Harmful Attack Incident.

- 3.4.4.1 Following its creation of the Incident, Verizon will escalate a Harmful Attack Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated. If the Incident is not a reclassification of an Insufficient Info Incident, Verizon will try to trace the identity of the attacking IP addresses and User IDs obtained from the

Events for which Verizon is authorized to collect and analyze. Verizon will also ask Customer to verify the integrity of the (application) servers

3.4.4.2 To block the attack, Verizon may:

- Implement an Emergency Rule Set Change, if Verizon manages the device that can block the attack.
- Advise the Customer to implement a Rule Set change, if Verizon does not manage the device that can block the attack.
- In the latter case, the Customer is responsible for bringing the escalated issue to closure and for repairing the integrity of the affected applications and infrastructure. The Customer must inform Verizon of any actions taken, so that Verizon can update its inventory of the infrastructure and the SEAM policy, and so that it can set the Incident status to Closed.

3.5 Device Availability & Health Management.

3.5.1 Device Troubleshooting.

3.5.1.1 Verizon will try to discover the cause of an unavailability or health problem of a Serviced Device through remote problem diagnosis and upon discovery initiate device troubleshooting to remedy the problem remotely.

3.5.1.2 Verizon is not responsible for problem diagnosis of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.5.2 Hardware Maintenance.

3.5.2.1 The following services are included if Verizon manages the maintenance and support agreements of the Serviced Devices on the Customer's behalf or if the Customer has provided Verizon with all the associated maintenance and support credentials of the Serviced Devices such that Verizon can invoke the maintenance and support agreement. The Customer will be informed when these actions take place:

- If Verizon thinks the problem is inherent to the Serviced Device, Verizon will escalate it to the manufacturer or vendor;
- If Verizon detects a hardware failure, it will escalate the problem to the vendor or the manufacturer of the Serviced Device and will coordinate the on-site servicing of the hardware by the relevant third party maintenance service provider.

3.5.2.2 If Verizon does not manage the maintenance and support contract of the Serviced Device or has not been provided with the necessary maintenance and support credentials to invoke the maintenance and support agreement, the Customer itself must escalate to the relevant hardware maintenance service provider and co-ordinate the servicing of the hardware.

3.5.2.3 An escalation to the manufacturer or vendor, followed by a hardware replacement or maintenance, will follow the terms and conditions, and the service level of the equipment manufacturer/vendor and its Return Material Authorization ("RMA") policies.

3.5.2.4 Any upgrade or replacement of the hardware, due to failures, new demands, or performance problems, must be jointly coordinated between Verizon and

Customer. The Customer must not return a Serviced Device, or parts of it, to the manufacturer or vendor without Verizon's agreement.

3.5.3 Device Restoration.

- 3.5.3.1 For a Serviced Device where the security application is deployed on a server platform, the Customer is responsible for ensuring the correct operating system version and patch level is installed on the restored Serviced Device. The Customer is also responsible to restore the network connection between the Serviced Device and the SMC. If a Serviced Device is replaced, this also includes installing the replacement Serviced Device and configuring an external IP address on such replacement device.
- 3.5.3.2 For Serviced Devices that are deployed as appliances, Customer does not need to perform any device restoration activities other than installing the new appliance in the network and restoring the network connection between the appliance and the SMC.
- 3.5.3.3 Verizon is responsible for restoring the configuration files and Rule Set of the Serviced Device from its own back-up copies as specified in the Device Maintenance section.
- 3.5.3.4 Verizon will work with the Customer to test the Serviced Device and its connection to the SMC.
- 3.5.3.5 Verizon is not responsible for restoring the communication between the Serviced Device and the devices serviced by that Serviced Device (i.e. the Subordinate Devices).

3.6 Device Maintenance (Management).

3.6.1 Software Maintenance.

- 3.6.1.1 Verizon monitors the release of new Security Upgrades for the Serviced Devices. The availability of Security Upgrades is dependent on the release schedule of the manufacturer of the Serviced Device.
- 3.6.1.2 New Security Upgrades are checked for their effect and impact, following which Verizon will plan to install the Security Upgrade during the Maintenance Window agreed upon for such installation.
- 3.6.1.3 Irrespective of the number of Serviced Devices under MSS the maximum number of Maintenance Windows the Customer can define is two (2) per week. The day and time of each Maintenance Window will be specified in the Service Context. Each Maintenance Window must be at least four (4) consecutive hours.
- 3.6.1.4 If, according to Verizon, the Threat is critical, the Customer will receive a notification on the ready for deployment status of the Security Upgrade within 36 hours.

	Interaction
Communication Channel	Secure E-mail
Information Type	Ready for deployment notification
Reference Time	SMC Time Stamp
Response Time	NTE 36 hours

Contact Person	Primary incident contact + Secondary incident contact
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- 3.6.1.5 If Verizon does not manage the maintenance contract of the Serviced Device, the Customer should as soon as possible provide Verizon with any Security Upgrades that the Customer receives pursuant to its maintenance contract. Verizon can not install the Security Upgrades if it does not receive the Security Upgrades.
- 3.6.1.6 Verizon will install the Security Upgrades remotely save where, due to the physical location of the Serviced Device or in cases of operating system and/or firmware upgrades, such remote installation is not possible or practicable. On-site installation of Security Upgrades can be planned and carried out by Verizon if so agreed under a separate work order and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets.
- 3.6.1.7 Verizon reports on the installation of Security Upgrades by e-mail:

Reporting	
Communication Channel	Secure E-mail
Information Type	Confirmation of the installation
Reference Time	SMC Time Stamp
Response Time	After the installation
Contact Person	Primary incident contact + Secondary incident contact

- 3.6.1.8 Verizon is not responsible for maintaining devices serviced by the Serviced Device (i.e. the Subordinate Devices).
- 3.6.1.9 Upgrades or replacements which are not directly related to the security of the Serviced Device, such as end-of-life replacements of a Serviced Device, may be planned and carried out by Verizon if so agreed under a separate statement of work and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets. It is the Customer's responsibility to replace Unsupported Devices.
- 3.6.1.10 Verizon will inform the Customer if the manufacturer announces the end-of-life of a Serviced Device. The end-of-life date is the date communicated by the relevant manufacturer on which the manufacturer will cease supporting the device.
- 3.6.1.11 No Device Maintenance will be provided by Verizon for Unsupported Devices.

3.6.2 Device Back-Up.

- 3.6.2.1 Verizon will use an automated process to perform a daily back-up the configuration files and the Rule Set of the Serviced Devices. The back-up tools may vary depending on the device type and manufacturer. These back-ups are securely stored in the SMC and are used to return to a previous version if updates do not have the desired result.
- 3.6.2.2 Verizon will keep a copy of the applications and all installed upgrades for Serviced Devices. These copies will be needed to reinstall the Serviced Device if full back-ups are corrupted or not available.
- 3.6.2.3 Where the security application is deployed on a server platform, the Customer is responsible to keep a copy of the operating system and latest

patches for each Serviced Device. When these back-ups are not available from the Customer, restoration of the Serviced Device will take more time as before Verizon can begin the restoration process the Customer will first need to install the operating system, including the correct service pack and patch level.

- 3.6.2.4 The Customer is responsible for regularly making a full back-up of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) where possible.

3.7 Device Security Management.

3.7.1 Configuration Management.

- 3.7.1.1 Verizon will provide recommendations to the Customer for maintaining the configuration of a Serviced Device in line with new Threats and changes in the environment. Verizon will pro-actively provide such recommendations via Secure E-mail to the authorized Customer contacts defined in the Service Context. The frequency is dependent on the vendor or manufacturer of the Serviced Device and/or sources of security intelligence that Verizon uses in delivering the service to the Customer.
- 3.7.1.2 If the Customer wants to change the configuration of a Serviced Device, the Customer must make a request using the Change Request procedures detailed in Change Management Process section.
- 3.7.1.3 Verizon will implement configuration changes during a Maintenance Window agreed upon with the Customer.
- 3.7.1.4 Verizon is not responsible for the configuration management of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) unless the configuration of the Subordinate Devices can only be done using the Serviced Device.

3.7.2 Rule Set Management.

- 3.7.2.1 Verizon will implement the initial device Rule Set that the Customer has developed, and Verizon has reviewed, during the Service Commencement Procedure. New policy design, migration of policies, and/or detailed policy reviews will be subject to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.
- 3.7.2.2 The Customer may request changes to the Rule Set of a Service Device. Verizon will evaluate, prepare and implement changes to the Rule Set of a Serviced Device as described in the Change Management Process section.
- 3.7.2.3 The Customer can obtain a copy of the Rule Set at any time via the Security Dashboard or issuing a Request for Information request on the Security Dashboard.

3.7.3 Change Management Process.

- 3.7.3.1 A Change Request on behalf of the Customer must be submitted by a Customer staff member that is registered in the Service Context.
- 3.7.3.2 Change Requests must be submitted in the Security Dashboard.

- 3.7.3.3 Verizon assigns a unique Change Request number to each Change Request properly submitted. The Customer must use this number in all communication on this Change Request.
- 3.7.3.4 Each Change Request implemented will consume a number of Service Tickets, depending on its category, as specified in this section
- 3.7.3.5 Before implementing a Change Request, Verizon may ask the Customer for extra confirmation and authorization. Verizon will send a confirmation request to the person who has submitted the Change Request, and to such other Customer contacts as specified in the Service Context.
- 3.7.3.6 A Change Request has a status in each point of its lifecycle. When the status changes, a time stamp in UTC is attached. The Customer will be informed by Secure E-mail of changes to the status. These are the statuses:

Status	Conditions
Open/Reopened	The Change Request has been received by Verizon
Accepted for review	The Change Request conforms to the criteria and is waiting for a second-level review
Accepted	The Change Request has been accepted for implementation by Verizon
Escalated	The Change Request has been escalated by Verizon to the Customer because it is not clear or because it may have unexpected security or availability implications
Discarded	The Change Request has been rejected by Verizon
Implemented	The Change Request has been implemented by Verizon and is waiting for the Customer's validation feedback which is expected to be provided within 2 Business Days after implementation.
Closed	The Change Request is closed after Customer's validation or after 2 Business Days (whichever comes first).

- 3.7.3.7 The Customer can track the progress of the Change Requests through the Security Dashboard.
- 3.7.3.8 Apart from the regular reconfigurations, a major configuration change may be needed. Such a change can be implemented subject to a separate work order and will be charged for at Applicable Rates or at the mutually agreed number of Service Tickets.

A change request is major when it involves any of the following:

- More than 10 changes to a Rule Set simultaneously
- Changes to the IP addresses of a Serviced Device
- A redesign of the infrastructure
- Introducing a device or application in the infrastructure
- Activating a previously unused function on a Serviced Device
- Moving a Serviced Device to a new location
- Hardware refresh of an existing Serviced Device to a different model of the same vendor or an upgrade of the existing software version, other than Security Upgrades as provided under Software Maintenance
- Replacement of Unsupported Devices with Verizon supported Serviced Devices
- Changes estimated to require more time than available in a Maintenance Window

- 3.7.3.9 Verizon will initiate the propagation of Rule Set updates to the devices serviced by the Serviced Device (i.e. the Subordinate Devices). Verizon is however not responsible for the actual propagation of the Rule Set updates to those Subordinate Devices. Verizon will inform the Customer via Secure E-mail should the propagation of the Rule Set Updates not reach the Subordinate Devices
- 3.7.3.10 Verizon will maintain a maximum of five (5) users or user groups for authenticating towards the Serviced Device. The Customer should provide an external authentication server if the number of users or user groups exceeds five (5). Monitoring and managing such external authentication server is outside the scope of Managed Security Services.
- 3.7.3.11 Verizon may reject Change Requests not properly submitted on the Security Dashboard (e.g. in case the Change Request has not been submitted on the Security Dashboard or in case the Change Request information submitted is ambiguous or otherwise insufficiently clear to determine the nature of the requested change). Verizon will notify the Customer, as defined in the Service Context, about this rejection via Secure E-mail.

3.7.4 Regular Change Request.

3.7.4.1 A Regular Change Request is a planned change to the topology of Customer's infrastructure or security policy that meets the conditions listed below:

- It meets all criteria for Urgent or Fast-track Change Requests; and
- It concerns a change to the application software; or
- It concerns changes to operating system settings, except for changes to IP addresses.

3.7.4.2 Verizon will review, accept and implement a Regular Change Request ("RCR") according to the times defined below:

Regular Change Request	Timeframe
Accepted	NTE 24 hours
Implementation	Maintenance Window
Cost	2 Service Tickets

3.7.4.3 Verizon will implement accepted Regular Change Requests in the next Maintenance Window as specified in the Service Context provided that the minimum time between submitting a Regular Change Request and its implementation is 48 hours.

3.7.5 Fast-Track Change Request.

3.7.5.1 A Fast-Track Change Request is a planned or unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of a Serviced Device and, maximum three (3) Serviced Devices are involved; or
- It concerns creating new hosts in the policy; the host is part of a subnet that is already accessible and configured on the Serviced Device; or
- It concerns allowing or disallowing traffic between existing hosts.

3.7.5.2 Verizon will review, accept and implement a Fast-Track Change Request (“FCR”) according to the times defined below:

Fast-Track Change Request	Timeframe
Accepted	NTE 4 hours
Implementation	NTE 36 hours after acceptance
Cost	6 Service Tickets

3.7.6 Urgent Change Request.

3.7.6.1 An Urgent Change Request is an unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of one (1) Serviced Device; or
- It clearly specifies the required configuration setting and its new value.

3.7.6.2 Verizon will review, accept and implement an Urgent Change Request (“UCR”) according to the times defined below:

Urgent Change Request	Timeframe
Accepted	NTE 2 hours
Implementation	NTE 4 hours after acceptance
Cost	8 Service Tickets

3.7.6.3 During the review and implementation of an Urgent Change Request, the Customer will:

- Ensure that the data supplied to Verizon are detailed enough to allow Verizon to review the request on time.
- Ensure that an authorized person is available by telephone to further clarify the Urgent Change Request.
- Confirm the decisions taken during phone calls with Secure E-mail

3.7.6.4 A UCR implies that Verizon has less time to review and mitigate potential availability or security risks associated with the change request and therefore its implementation carries a higher degree of risk. By submitting such a request, the Customer accepts all risk associated with the UCR.

3.7.7 Verizon Initiated Emergency Change Request.

3.7.7.1 Verizon may implement Emergency Change Requests, such as changing the device Rule Set or disabling Threat Signatures under the following circumstances:

- (1) Verizon witnesses or is notified of a massive attack or of a virus/worm outbreak with the risk of flooding; or
- (2) Verizon notes flooding that may be caused by changes in the topology of Customer’s infrastructure (e.g., rewiring, adding new subnets, new applications with new protocols); or
- (3) Changes to the Service Context submitted to Verizon are believed to influence a Rule Set. Such changes may include adding, removing, or moving servers, adding new applications or web servers, and changes to Rule Sets in adjacent devices.

- 3.7.7.2 Verizon is authorized to make changes to the device Rule Set and to disable Threat Signatures in emergencies, and according to the procedures for Urgent Change Requests.

3.8 Service and Security Incident Reporting.

3.8.1 Security Dashboard.

- 3.8.1.1 The Customer has access to the Security Dashboard 24x7.
- 3.8.1.2 The information on the Security Dashboard is updated regularly. Each type of information has its specific Refresh Rate.
- 3.8.1.3 The Security Dashboard reports security information on devices and agents, individually and aggregated. The Customer can consult the following items if applicable:
- Reporting on the availability of the Serviced Devices, including comments on downtimes during the last 24 hours.
 - A list of Incidents classified per location, device, status, and level
 - A list of information for each Incident, including associated Events and the signatures that triggered the Events.
 - A query builder for searching Events and Incidents
 - An overview of connections for the past day, week, or month
 - Most frequent sources, destinations, and ports with blocked packets.
 - Port scans and spoofing attempts
 - To schedule vulnerability scans and view associated reports
 - A list of planned Security Upgrades
 - The status of Change Requests
 - Security Intelligence
- 3.8.1.4 Each authorized user requires one unique Verizon Customer Certificate.
- 3.8.1.5 MSS includes an unlimited number of vulnerability scanning credits.
- 3.8.1.6 MSS includes up to 5 Verizon Customer Certificates irrespective of the number of Serviced Devices unless otherwise agreed in writing. The set up of an additional authorized user, and its associated Verizon Customer Certificate, consumes 2 Service Tickets.

3.8.2 Client Service Manager.

- 3.8.2.1 The Customer will be assigned a Client Service Manager (“CSM”). The CSM is a shared resource assigned to multiple MSS customer accounts.
- 3.8.2.2 The Client Service Manager will host quarterly service review meetings to discuss one or more of the following items:
- Last three (3) Monthly Management Reports and customer security trends as demonstrated by these reports
 - Major incidents requiring further discussion
 - Planned customer activities for the next quarter
 - Planned release and service features
 - Service Level Agreement performance

- 3.8.2.3 The Client Service Manager serves as the Customer escalation point for:
- Issues with regards to the amount of Service Tickets allocated to a service request
 - Questions about the extent of the services delivered within this agreement
 - Quality of Service / Service Level Agreement enquiries

3.8.3 Management Report.

3.8.3.1 Verizon will generate a monthly Management Report and make it available on the Security Dashboard.

3.8.3.2 The Management Report shows:

- A status of the open Change Requests and Security Upgrades
- A summary of all Incidents of the past period
- A closure report of all Harmful Attack and Insufficient Info Incidents, and management-level interpretation of the Incidents
- Most frequent sources, destinations, and ports of blocked packets
- An overview of all planned and implemented Change Requests, Rule Set updates, and Security Upgrades of the past period
- Requests For Information from Verizon concerning Customer's network or to clarify irregularities in the Threat analysis of the past period

3.8.3.3 The Management Report covers all Customer sites and Serviced Devices receiving MSS.

3.8.4 Other Incident Tickets.

3.8.4.1 'Other Incident' Tickets on the Serviced Devices or MSS Services can be logged with Verizon on a 24x7 basis. These are tickets that Verizon or the Customer can create for service related Incidents.

3.8.4.2 Verizon can be reached through the Security Dashboard, or via Secure E-mail or telephone.

3.8.4.3 Verizon will only give support to the named staff that the Customer has registered in the Service Context.

3.8.4.4 In case the Serviced Device is not managed by Verizon, Verizon needs correct and detailed information to help solve a problem encountered with the Serviced Device:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes, messages, log files, output of diagnostic tools
- Changes made to the configuration/policy/rules before Customer has detected the problem
- The impact on the business
- The availability of back-ups and roll-back procedures
- In case Verizon manages the Serviced Device, the following information is required:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes and messages
- The impact on the business

3.8.4.5 Verizon will assign a unique ticket number and a Severity Level to every support request that it accepts. The Severity Level is based on Customer's information and on the impact of the problem on the Customer's network environment.

Problem Severity	Level	Conditions
Severity 1	S1	An error causes the Serviced Device or MSS to fail. Normal day-to-day business is not possible (e.g. system failure, an inaccessible or inoperable production system).
Severity 2	S2	An error significantly affects the functions of the Serviced Device or MSS and prevents normal day-to-day business; or an error occurs in a high-risk environment (e.g., an error in one line of a high-availability setup).
Severity 3	S3	An isolated error impacts the functions of the Serviced Device; there is no important impact on the day-to-day business. Or an error occurs that significantly affects the Serviced Device or MSS, but a Work-around exists.
Severity 4	S4	A benign error occurs, or an improvement is asked. There are no problems with the Serviced Device or MSS, and there is no immediate impact on the production environment.

3.8.4.6 For Severity 1 and 2 problems, the Customer and Verizon will both assign a dedicated contact person as defined in the Service Context.

3.8.4.7 A severity 3 or 4 software problem may be resolved in the next revision or upgrade of that software.

3.8.4.8 Verizon will report on the status of a problem with status reports.

3.8.4.9 When Verizon starts working on the problem, it will send the Customer an initial status report. The initial status report will include:

- The call ID and Severity Level, used in all further calls and e-mails on this problem
- A description of the problem
- The status of the investigations

3.8.4.10 The Customer may ask for extra status reports by e-mail. Verizon will respond as soon as possible, by return e-mail.

3.8.4.11 Verizon will only interface with the Customer contacts identified in the Service Context, and not the Customer's end users or Customer's partners..

3.8.4.12 Verizon has the right to refuse requests that:

- Are made by an end user or partner of Customer
- Concern installing new devices or software, stripping and hardening, and applying patches or upgrades
- Would involve giving implicit training
- Would involve giving implicit consultancy

- Would involve a redesign of the Customer's infrastructure (or a part thereof)
- 3.8.4.13 When Verizon believes that it has resolved the problem or given the Customer all information to resolve the problem, it will close the call ID 5 Business Days after it has sent the information and will also notify the Customer of the closure of the 'Other Incident'.
- 3.8.4.14 Verizon will inform the Customer when a problem is resolved, or when its Severity is lowered to a level that does not require further immediate action.
- 3.8.4.15 If the Customer does not answer a request for information, or a request to perform tasks or to provide Verizon with output:
- After one Business Day, a Severity 1 or 2 problem will be lowered one level
 - After 5 Business Days, Verizon may close the Call ID
- 3.8.4.16 Verizon will carry out root cause analysis of the problem and communicate the results to the Customer. If the source of the problem lies within the Customer's responsibility (for example, Customer networking issues or devices not under Verizon's management) each 'Other Incident' Ticket will consume four (4) Service Tickets

3.8.5 Request For Information.

- 3.8.5.1 Verizon allows Customer to submit Request For Information ("RFI") inquiries on the Serviced Devices or MSS Services 24x7.
- 3.8.5.2 Requests for Information can be raised through the Security Dashboard and will receive a unique Call ID from Verizon. This Call ID must be used in all further communications on this RFI.
- 3.8.5.3 Each question will consume one Service Ticket. If the RFI is related to an existing escalated Security, Health or 'Other' Incident, no Service Tickets will be charged to the Customer. Service Tickets will be charged only once an RFO is sent for the relevant Service Device.
- 3.8.5.4 Any question on information not directly available through the Security Dashboard or which requires a more detailed analysis compared to what is available on the incident reports, will not be considered as a regular RFI. Examples of such requests are requests to retrieve raw data for forensics and additional one-time reports. Verizon may subject handling such requests to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.8.6 Data Availability and Retention.

- 3.8.6.1 Incidents are stored in a Verizon proprietary format in the SMC database and are kept for one (1) year, unless otherwise agreed in writing. Archived incidents that are requested by the Customer will be made available in Comma Separated Value (CSV) format or other, mutually agreed format.
- 3.8.6.2 Data on raw events will be kept for (1) year. The data on raw events in relation to the last period of (1) year for a Serviced Device can be made available upon request up to one (1) month after service has ended on that

Serviced Device. At the end of the retention period, logs and Customer sensitive data will be disposed of according to the relevant Verizon Asset Classification and Handling Policy.

- 3.8.6.3 Data can be retrieved via a RFI ticket through the Security Dashboard and will be provided either as a downloadable file on the Security Dashboard or via an appropriate storage medium. The number of Service Tickets charged and the response time is dependent on the amount of data to be retrieved and the complexity of the request.
- 3.8.6.4 The amount of data Verizon receives for a Serviced Device in any month must not exceed ten (10) Gigabytes. Verizon will charge Service Tickets to the Customer separately for any amount of data received for a Serviced Device during a month exceeding ten (10) Gigabytes as indicated in the following table:

Additional Data Received (each Serviced Device)	Service Tickets Charged
10 Gigabyte	6 Service Tickets

3.9 Management Stations.

- 3.9.1 A Management Station may be required to capture the logs or alerts from specific Serviced Devices and to manage the Serviced Devices.
- 3.9.2 In some cases and apart from HIDS, for certain types and categories of Serviced Devices, Verizon may provision the Customer on Verizon-owned management stations, hosted in Verizon's SMC at no additional cost to the Customer. In all other situations, the Customer is responsible to provide the necessary management licenses and/or related software/hardware to enable Verizon to provide MSS on the Serviced Device.
- 3.9.3 The required management station design and architecture will be determined by Verizon in consultation with the Customer prior to activation of MSS.
- 3.9.4 For Monitoring and Management only, Verizon monitors the availability and health of the management stations

3.10 Unsupported Devices.

- 3.10.1 If so agreed under this Agreement, Verizon will manage and/or monitor Unsupported Devices. This service covers the temporary management of Customer devices until they are replaced by Verizon supported Serviced Devices. The following restrictions apply:
 - The Unsupported Device will be taken over for monitoring and/or management "as is";
 - Only Availability Monitoring is offered for Monitoring Customers
 - For Monitoring and Management Customers, in addition to Availability Monitoring, Troubleshooting, Configuration Management and Rule Set Management services will be provided to the extent so agreed in this Agreement;
 - The SLAs do not apply
 - Replacement of the Unsupported Devices will be treated as a major Change Request under the Change Management Process described in this Service Attachment and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets

3.11 Installation, Configuration, Design and Review Services.

3.11.1 MSS does not include:

- Onsite Installation
- Configuration and Policy reviews,
- Architectural or policy design

3.11.2 These additional services can be carried out by Verizon if so agreed under a separate Professional Security Services statement of work and will be charged for at the Applicable Rates.

3.11.3 MSS may include Serviced Device configuration if so agreed under a separate Staging and Configuration Schedule and statement of work and will be charged for at the Applicable Rates.

3.12 Premium Plus Service Options.

The following sections in 3.12 list the various options that are subject to an additional MCR, and in some cases an NRC.

Premium Plus Service Option	Monitoring only service	Monitoring and Management service
Remote Office	√	√
Service Availability SLA		√
Executive Reporting	√	√
Security Policy Program	√	√
Security Policy Program Reporting and Review	√	√

3.12.1 Remote Office.

3.12.1.1 The Remote Office option may be ordered for a Serviced Device (a "Remote Office Device") if all of the following conditions hold:

- The Serviced Device is the only device at the relevant physical location; and
- The Serviced Device protects only the network assets at the relevant physical location; and
- There are no more than three (3) distinct Rule sets across all Serviced Devices receiving service as Remote Office Devices.

3.12.1.2 The MSS Services that can be rendered for a Remote Office Device are limited to:

- For Monitoring customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting
- For Monitoring and Management customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting, Device Troubleshooting, Hardware Maintenance, Device Restoration, Device Maintenance and Device Security Management with the following additional limitation:
- A Change Request to a distinct Remote Office Rule set will be implemented on all Serviced Devices with that Rule set and will be

treated as a major Change Request under the Change Management Process described in this Service Attachment

3.12.1.3 The Service Level Agreement does not apply with respect to Remote Office devices.

3.12.2 Device Service Availability SLA.

3.12.2.1 A Device Service Availability SLA may be ordered for Serviced Devices if all of the following conditions hold:

- The Serviced Device* is located inline with the Customer network traffic and all traffic ceases flowing through the Serviced Device while the Serviced Device is unavailable (“Serviced Device Service Outage”)
- The Serviced Device is installed in an i) Active-Passive (i.e., high availability) configuration meaning that a secondary device will automatically takeover the critical device functions in case of failure of the primary device or ii) Active-Active configuration meaning that either device may automatically take over the critical device functions and network load of the other device in case of a single device failure.
- The Serviced Device is equipped with a Verizon accessible serial console interface allowing device-level access.

* Note that the term “Serviced Device” refers to both devices in an Active/Passive (aka High Availability) configuration. For devices in an Active/Active configuration, the term “Serviced Device” refers to both of the two Serviced Devices in that configuration.

3.12.2.2 In respect of Serviced Device Service Availability the terms in the Service Level Agreement section apply where the Target Level indicates the amount of time per month the Serviced Device should be available. Device Service Availability is calculated as:

$$\left(\frac{1 - \text{Total minutes of Serviced Device Service Outage per month}}{\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \times 100\%$$

3.12.2.3 The Target Level indicated in the tables below provides the minimum level that Verizon needs to achieve in any particular month for which the Customer has a right to receive the associated number of Service Credits if Verizon would fail to meet that level.

Availability	Target Level	Service Credit
Device Service Availability	> 99.8%	N/A
Device Service Availability	≥ 99.5% and ≤ 99.8%	2 Device Credit
Device Service Availability	< 99.5%	3 Device Credits

3.12.3 Executive Reporting.

3.12.3.1 Daily and/or weekly reports may be ordered that contain:

- Overview of escalated availability, health and security incidents over the last reporting period
- Overview of Service Request over the last reporting period

3.12.3.2 The reports will be made available on the Security Dashboard in addition to being sent to the Customer via Secure E-Mail.

3.12.4 **Security Policy Program.**

3.12.4.1 An additional Security Monitoring Custom Program may be ordered which includes the following:

- A custom created SEAM Policy based on the Customer's specific security monitoring requirements.
- The SEAM policy will be mutually agreed upon deployment and documented as part of the Service Context. Building the SEAM policy will require the Customer's participation.

3.12.5 **Security Policy Program Reporting and Review.**

3.12.5.1 A Security Policy Program Customer may order a bi-weekly or monthly Security Monitoring Report which will be published on the Security Dashboard

The report will contain:

- Detailed overviews of Security Incidents over the last reporting period and suggestions on how to threat these incidents going forward.
- Incidents that are pending further information from the Customer in order to adjust the SEAM policy
- Significant new threats and suggestions on how the risks of those threats could be mitigated by the SEAM policy

3.12.5.2 A Verizon Security Engineer will conduct a monthly review meeting with the Customer to improve the management of the Customer's SEAM policy

3.13 **Service Level Agreement.**

3.13.1 **Key Performance Indicators.**

3.13.1.1 This Service Level Agreement ("SLA") defines the target levels for which Customer has the right to receive credits ("Service Credits") in case Verizon fails to meet these target levels ("Target Levels"). In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready For Operations notice.

3.13.1.2 The metrics that are considered are listed in the Service Credits section. Please refer to the relevant sections in this Service Attachment for a more detailed description of the referenced services and service components.

3.13.2 **Service Credits.**

3.13.2.1 Subject to the conditions and exclusions set forth herein, Verizon will pay the applicable Service Credits. Service Credits will be calculated monthly. Service Credits can only be received as from the first full service month the SLA is effective.

3.13.2.2 One Device Credit equals the pro-rated charges for one day of the applicable monthly recurring charge payable for the affected Serviced Device.

3.13.2.3 The Target Level $\leq X/Y$ means that out of Y instances, Verizon is only allowed to exceed the targeted response or intervention time X during that month without Customer being eligible for a Service Credit.

Monitoring Response Time	Target Level	Service Credit
Availability Report / Health Report - delivery > 15 minutes	$\leq 1 / 10$	1 Device Credit
Incident Report (Insufficient Info Incident) - delivery > 30 minutes, ≤ 120 minutes	$\leq 5 / 100$	1 Device Credits
Incident Report (Insufficient Info Incident) - delivery > 120 minutes	0/month	2 Device Credits
Incident Report (Harmful Attack Incident) - delivery > 15 minutes, ≤ 60 minutes	$\leq 1/100$	1 Device Credit
Incident Report (Harmful Attack Incident) - delivery > 60 minutes	0/month	2 Device Credits

Management Response Time (after status change)	Target Level	Service Credit
Regular Change Request – Acceptance > 24 hours	$\leq 1/10$	1 Device Credit
Fast-track Change Request – Acceptance > 4 hours	$\leq 1/10$	1 Device Credit
Fast-track Change Request – Implementation > 36 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Acceptance > 2 hours	$\leq 1/10$	1 Device Credit
Urgent Change Request – Implementation > 4 hours, ≤ 8 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Implementation > 8 hours after acceptance	0/10	2 Device Credits

3.13.2.4 If a series of cases of unmet Target Levels arise out of the same event, Customer will only be entitled to a single Service Credit, namely the one that attracts the highest value.

3.13.2.5 Service Credits for any series of cases of unmet Target Levels will, in aggregate during any month, not exceed 50% of the monthly recurring charge payable for the affected Serviced Device during that month.

3.13.2.6 Verizon will not be liable for any failure to achieve the Target Levels and will not incur Service Credits to the extent that such failure is, directly or indirectly, due to:

- A failure by the Customer (or a Customer agent or contractor) to comply with the Customer's obligations as described in the Service Attachment; and/or;
- the non-performance, defaults, error, omission or negligence of any third party not under Verizon's reasonable control (such as but not limited to failure of any of the Customer's third party providers of telecommunications services or problems with equipment Customer has provided) or any force majeure event; and/or;
- the performance of routine maintenance work on a Serviced Device or service equipment at the Customer's location or on any of the equipment used to provision MSS during the applicable Maintenance Window or emergency maintenance; and/or;

- tests performed or commissioned by or on behalf of the Customer

3.13.3 Service Credit Claim.

3.13.3.1 If in the Customer's opinion a Target Level has not been met during a particular month Customer must notify Verizon within 30 Business Days following the end of that month to claim the Service Credit. If the Customer fails to notify Verizon, the Customer loses the right to receive any such Service Credit. Verizon will verify and confirm the amount of the credit, if any. The amount of credit, if any, calculated by Verizon and confirmed to the Customer shall be the final definitive assessment of any credit payable.

3.13.3.2 Unless explicitly agreed otherwise in this Agreement, (i) Service Credits will be set off against future charges; and (ii) Service Credits are the only remedy and compensation in respect of a failure to meet the Target Levels.

4. Pricing

4.1 Fee:

Below is a summary of the Services being purchased and the associated fees:

Product/Service	Quantity	MRC	NRC
Realtime HA Firewall Management and Monitoring of Cisco ASA 5510	1	\$1,000.00	N/A
Site Setup for HA Cisco ASA 5510	1	N/A	\$0.00
Device Setup of HA Cisco ASA 5510	1	N/A	\$0.00
TOTAL		\$1,000.00	\$0.00

4.2 Payment Terms

Payment is due net thirty (30) days from the date of an invoice. Verizon shall invoice the Customer on a monthly basis, for Services and associated expenses incurred during the month preceding.

If applicable, the Services provided herein may be subject to sales tax which will be billed separately on the invoice. If Customer is tax exempt, it will furnish tax exempt documentation and such documentation shall be entered into Customer's billing profile.

5. Term of SOW

The Service hereunder shall be completed no later than thirty-six (36) months from the SOW Effective Date or upon completion of the Services by Verizon, whichever occurs first.

Acceptance Deadline. Pricing and/or promotional benefits in this SOW may not be available if it is signed and delivered to Verizon after April 30, 2012.

03.06.12
120191

ADOPTED

TOWN OF RIVERHEAD

Resolution # 191

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH EAST END OYSTERS TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, East End Oysters is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, East End Oysters wishes to install two (2) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, East End Oysters has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with East End Oysters; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to East End Oysters, P.O. Box 693, Miller Place, New York, 11764; 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

LICENSE

License (“License”), made as of the day of March, 2012, by and between the Town of Riverhead, (“Licensor”) having and address at 200 Howell Avenue, Riverhead, New York and East End Oysters, (“Licensee”), having an address at P.O. Box 693, Miller Place, New York, 11764, a not-for-profit corporation.

WITNESSETH

WHEREAS, East End Oysters wishes to utilize floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize two (2) FLUPSY tanks at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.

2. Term of the License. The term of this License (the “term”) shall commence on April 1, 2012 and shall end on December 31, 2012.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, licensee agrees to accept the license properties "as is".

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the license fee of \$50.00 per month for each FLUPSY installed at the Town's site for the term of the license, in full.

a) The License fee and any other monies payable by the licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY systems and to provide educational tours of the facility.

6. Insurance. East End Oysters further agrees to carry public liability and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insureds. East End Oysters shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Authority.

TOWN OF RIVERHEAD

Resolution # 192

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FAMILY SERVICE LEAGUE FOR EMPLOYEE ASSISTANCE PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, The Town of Riverhead wishes to provide Town of Riverhead employees voluntary professional assistance with personal problems that may affect work performance, relationships with co-workers, health or safety; and

WHEREAS, Family Service League, Inc. has the qualifications, experience and resources to provide such services to all enrolled employees of the Town of Riverhead and their families; and

WHEREAS, the Town of Riverhead wishes to utilize the qualifications, experience and resources of Family Service League, Inc. regarding the Employment Assistance Program for all Town of Riverhead employees and their families.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute an agreement with Family Service League, Inc. in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dr. Karen Martin, 790 Park Avenue, Huntington, NY 11743; 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 day of , 2012, 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 FAMILY SERVICE LEAGUE, with a principal place of business at 790 Park Avenue, Huntington, NY 11743 (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 in "Schedule A" attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. In the event there is a conflict between the terms of this Agreement and the attached "Schedule A", the terms of the Agreement shall control.

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2012, and terminate on June 30, 2012.

3. PAYMENT

For these services, Town will pay Consultant a fixed fee of \$2,500.00 as set forth in "Schedule A". The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or 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 expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file,

or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. 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. In the event this Agreement is terminated before term expiration Town shall be entitled to a prorated refund based upon the number of months remaining in the term in relation to the fee for services.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Riverhead Town Attorney's Office, 200 Howell Avenue, Riverhead, New York, 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dr. Karen Martin, Family Service League, Inc., 790 Park Avenue, Huntington, NY 11743.

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.

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. 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 its terms.

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

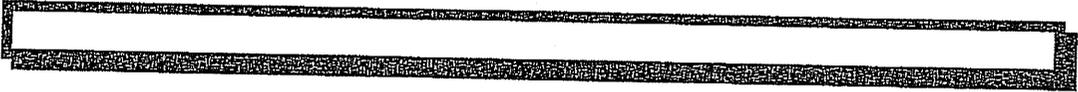
By: Sean M. Walter, Town Supervisor
TOWN OF RIVERHEAD

By: Karen Boorshtein, Executive Director
FAMILY SERVICE LEAGUE

DATE:

DATE:

SCHEDULE A



EMPLOYEE

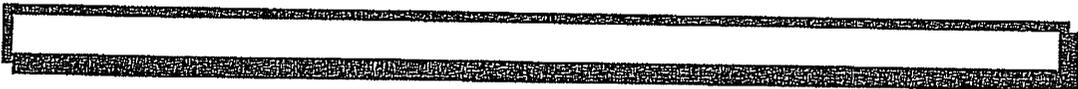
ASSISTANCE

PROGRAM

Prepared For

**Town of Riverhead
210 Howell Avenue
Riverhead, NY 11901**

January 1, 2012 – June 30, 2012



Contact: Dr. Karen Martin – 631-288-1954 ext. 240
Robyn Berger-Gaston, LCSW-R-631-369-0104

THE AGENCY/PROGRAM

The Family Service League providing professional counseling and diverse human services to individuals and families in need.

The Employee Assistance Program is a confidential evaluation and referral source providing professional assistance to employees whose personal problems may be affecting work performance, relationship with co-workers, health or safety. Employees who are emotionally upset, substance dependent, or distracted by matters beyond their coping skills, can disturb the business process.

A variety of problems can interfere with work performance and personal life:

- Emotional distress
- Family and Marital Crisis
- Alcohol and Drug Dependency
- Financial Problems
- Medical Concerns

Established in 1926, Family Service League, Inc. has been providing diverse human services that include treatment, case management, educational, crisis intervention and supportive services through its 45 programs at 24 locations throughout Suffolk County. As a multi-service agency, we provide quality professional therapy with a broad network that provides a continuum of care. Specialized services include substance abuse treatment and prevention, mental health services, family violence and child abuse services, and youth and family services.

CLIENT POPULATION

All enrolled employees (approximately 180) and their families of the Town of Riverhead.

PROPOSED SERVICES:

FAMILY SERVICE LEAGUE – will provide:

Client Assessment:

- One session with client
- Provide assessment and referral services for employee and family members.
- If further or specialized treatment is necessary, Family Service League will make recommendations for appropriate referrals within its programs or to an outside resource.

Training and Seminars:

- In-Service training and seminars to be offered at the request of the Town of Riverhead.
- Included as part of the existing contract (2) two seminars will be provided at the request of authorized person of the Town of Riverhead.
- Additional seminars/workshops will be negotiated for an additional fee.
(Focus of presentations to be agreed upon by the Town of Riverhead and the Administrative Director of Family Service League)

Utilization Report:

- Annual utilization reports

Appropriate space at Family Service League and Family Counseling Services locations:

- Reception Area
- Small office space for individual sessions
- Large office space for group sessions
- Telephone – fully functioning for incoming and outgoing calls

Substance Abuse Professional:

- Any client holding a position requiring a CDL referred by the Town of Riverhead due to substance and/or alcohol abuse/misuse will be provided with a list of referrals to a Substance Abuse Professional (SAP) for clearance.

Informational/Educational Materials include:

- Brochure, fliers and posters re: EAP Program and FSL / FCS Services

At this time, Family Service League accepts Empire NYSHIP Insurance. Should this change, Family Service League will immediately notify the Town of Riverhead.

THE TOWN OF RIVERHEAD – will provide:

Referrals to the EAP program:

- A listing of Family Service League / Family Counseling Services and locations in their employee handbook

REFERRAL PROCEDURES:

Employees may decide to come to the EAP on their own, or a friend or colleague may suggest the EAP program as a resource. Supervisors are strongly encouraged to recommend the services to individuals with personal problems which interfere with job performance.

Town Referral

Designated staff of the Town of Riverhead may refer a staff member by:

- Filling out referral form provided by the Town of Riverhead to be faxed to Westhampton Beach (631-288-1955) attention Dr. Karen Martin.
- Calling Family Service League in Riverhead (631-369-0104) requesting to speak with Robyn Berger-Gaston.

Self Referral

EAP Members may:

- Call Family Service League in Westhampton Beach (631-288-1954) or Riverhead (369-0104) requesting services. All voluntary callers wishing to use the EAP program must ask to speak with Dr. Karen Martin at ext. 240 or Robyn Berger-Gaston and identify themselves as an employee of Riverhead Town

CONFIDENTIALITY:

All contacts with Employee assistance Program are strictly confidential and information will not be disclosed without the client's written consent. EAP records do not go into any personnel or medical files. Records kept by the treatment agency come under the agency's policies and are not part of the EAP.

Please Note: Participation in this program is voluntary. The client must confirm their willingness to attend

FEES AND CO-PAY

The Town of Riverhead will enter into a (6) six month contract with Family Service League with payment of \$2,500 to be paid at the beginning of the contractual period January 1, 2012. At the conclusion of the contractual period, the contract will be re-evaluated by both the Town of Riverhead and Family Service League and considered for renewal. At the time of contract renewal July 1, 2012, \$2,500 will be paid by the Town of Riverhead to Family Service League for the remainder of the year July 1, 2012 through December 31, 2012.

If an employee is referred for continuing services, either at Family Service League or other appropriate services, insurance benefits and co-pay will be applicable.

Town of Riverhead Employee Assistance Program

Suggested 2012 Seminar/Workshops

Please be aware that these are simply suggestions. We will be happy to discuss any ideas you may have to meet the needs of your employees.

Workplace Violence

Workplace Sexual Harassment

Effective Communication Skills

Effective Supervisory Communication Skills

Anger Management

Personal/Professional Boundaries

Balancing Work and Family Life

Relaxation & Rejuvenation During the Work Day

Alcohol & Substance Abuse Prevention

Creating a Positive Work Environment

Positive Thinking in the Workplace

Town of Riverhead

Family Service League, Inc.

TOWN OF RIVERHEAD

Resolution # 193

WAIVES THE SHOWMOBILE APPLICATION FEE FOR RIVERHEAD MTAS (Move the Animal Shelter) INC.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Riverhead MTAS Inc. is a recently formed 501c organization whose goal is to generate donations for the relocation and construction of a new municipal animal shelter and dog parks throughout the Town of Riverhead at no cost to Riverhead taxpayers; and

WHEREAS, Riverhead MTAS Inc. has raised over \$1,000.00 towards the construction of dog parks to be located within the Town and over \$25,000.00 toward the construction of a new animal shelter; and

WHEREAS, Riverhead MTAS Inc. has requested the use of the Riverhead Showmobile in conjunction with a fundraising event to be on April 29, 2012 at Calverton Links, located on Edwards Avenue in Calverton, New York.

NOW THEREFORE BE IT RESOLVED, that due to the commendable efforts and consistent fund raising of the Riverhead MTAS Inc., it is the desire of the Town Board to waive the application fee for the use of the Riverhead Showmobile for the fundraising event sponsored by Riverhead MTAS Inc. to take place on the above mentioned place and time; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead MTAS, Inc., c/o Denise Lucas, P.O. Box 635, Riverhead, New York, 11901; and be it

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 # 194

**APPROVES INSTALLATION OF CABLEVISION SERVICE AT PLANT 15,
RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, it is beneficial and valuable to provide telemetry and plant-to-plant communications at Plant No. 15 of the Riverhead Water District located off of Tuthills Lane; and

WHEREAS, H2M, consulting engineers to the Riverhead Water District, has reviewed proposal of Cablevision to install services to Plant No. 15 that will provide an effective means of plant-to-plant communications and by letter dated February 28, 2012 has recommended approval of said proposal.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board, as governing body of the Riverhead Water District, hereby approves the installation of cable service at Plant 15 by Cablevision at the total cost of \$5,500.00 and that the Town Supervisor be and hereby is authorized to pay such sum from the existing construction budget for Plant 15 of the Riverhead Water District known as Town Project No. 08-1392.

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



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

February 28, 2012

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

Re: Riverhead Water District
Construction of Plant No. 15
H2M Project No.: RDWD 06-05
Cablevision Service Installation

Dear Supervisor Walter:

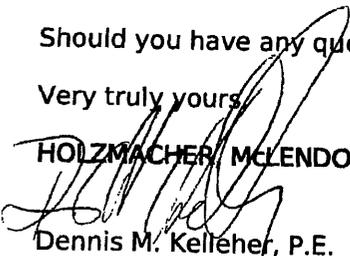
As you are aware, Plant No. 15 off of Tuthills Lane was initially constructed without provisions for telemetry and plant-to-plant communications. Recently, the site was surveyed by Verizon and Cablevision to determine if communications to the site were feasible. Verizon determined that the site could not be supported by their services, but Cablevision was able to identify a means to provide services to Plant No. 15. Cablevision recently issued a formal proposal to the District explaining that the total cost of installation is approximately \$10,000, but the District will only be required to contribute \$5,500 for the full installation. This installation will be of great value to the District, and will provide an effective means of plant-to-plant communication.

Our office has conducted a review of the total project cost expended to date and has determined that sufficient funds are still available in the project's Town Board Authorization and Bond Approval amount for Plant No. 15 to fund this additional cost. The Town's Accounting Department has also confirmed that sufficient monies are available.

It is our recommendation that the Town execute an agreement with Cablevision to install the cable service at Plant No. 15 for the total cost of \$5,500. A Purchase Order should be issued out of the approved project funding (Town Project No. 08-1392) to Cablevision to cover this cost.

Should you have any questions or comments, please contact this office.

Very truly yours,


HOLZMACHER, MCLENDON & MURRELL, P.C.

Dennis M. Kelleher, P.E.
President

DMK/jrw

cc: Supt. Gary Pendzick
William Rothaar, Financial Administrator
Richard Ehlers, Esq.

x:\rdwd (riverhead water district) - 10810\rdwd0605 - construction of supply well at plant no. 15\04-change orders & backup\c.o. #3\12.02.28 - walter - cable service at plant no. 15.doc

TOWN OF RIVERHEAD

Resolution # 195

AUTHORIZES CHANGE ORDER NO. 2
INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
CONTRACT E – ELECTRICAL CONSTRUCTION
RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 2 of the Riverhead Water District for the project known as Interim and Permanent Treatment at Well No. 17-1, Contract E-Electrical Construction, and be it further

RESOLVED, that Change Order No. 2 is in the amount of \$9,141.60 for the installation of a fire alarm/security system by Hinck Electrical Contractor, Inc. as specifically described in the attached change order, and be it further

RESOLVED, that the original contract amount for Interim and Permanent Treatment at Well No. 17-1, Contract E-Electrical Construction with Hinck Electrical Contractor, Inc. of \$416,700.00 and contract amount as modified by Change Order No. 1 will now be increased in the amount of \$9,141.60 totalling a revised contract amount of \$430,652.92, 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



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

February 27, 2012

Supt. Gary Pendzick
Riverhead Water District
1035 Pulaski St.
Riverhead, New York 11901

**Re: Riverhead Water District
Interim and Permanent Treatment at Well No. 17-1
Contract E – Electrical Construction
H2M Project No.: RDWD 10-03
Change Order No. 2 – Fire/Security Alarm**

Dear Supt. Pendzick,

Enclosed please find three (3) copies of Change Order No. 2 – Contract E for the above referenced project. This change order addresses the installation of a fire/security alarm at Plant No. 17 which was not included in the original project due to budget constrictions.

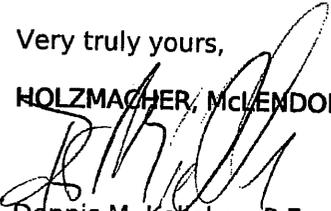
Now that the project is almost complete, we have determined that sufficient funds are available in the original project budget to include the fire and security alarms for Plant No. 17.

We recommend that the Board authorize approval, retain one (1) copy for their records, forward one (1) copy to the attorney for the District, and return one (1) signed copy to this office.

Should you have any questions regarding this change order, please feel free to contact our office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.


Dennis M. Kelleher, P.E.
President

DMK/JLN/jrw

Enclosures

cc: Supervisor Sean Walter
Assist. Supt. Mark Conklin

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\12.02.27 - Pendzick - Change Order No. 2 - Cont. E.doc



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT E - ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 2

FEBRUARY 14, 2012

ITEM 1E - FIRE ALARM/SECURITY SYSTEM

Description of Change:

At the District's request, this change order addresses the installation of a fire alarm/security system at Plant No. 17, installed by Electronix Systems - Central Station Alarms, Inc. Communications for the system will be facilitated by the existing POTS line at the site. The attached quote outlines the work and equipment to be installed as part of this change.

Cost of Change:

Subcontractor Price	\$7,618.00
Contractor Overhead & Profit (20%)	<u>\$1,523.60</u>
Lump sum price	\$9,141.60

CONTRACT COST CHANGE

Original Contract Amount	\$416,700.00
Contract Amount as Modified by C.O. No. 1	\$421,511.32
Net Cost of C.O. No. 2	\$9,141.60
New Contract Amount as Modified by C.O. No. 2	\$430,652.92

RECOMMENDED BY: DATE: 2/27/12
 Holzmacher, McLendon & Murrell, P.C.

ACCEPTED BY: DATE: 2/16/12
 Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

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RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
H2M PROJECT NO.: RDWD 10-03
CONTRACT E - ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 2

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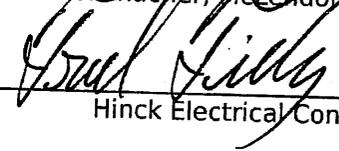
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RECOMMENDED BY:  DATE: 2/27/12
 Holzmaecher, McLendon & Murrell, P.C.

ACCEPTED BY:  DATE: 2/16/12
 Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 2 - Cont. E.doc



RIVERHEAD WATER DISTRICT

INTERIM AND PERMANENT TREATMENT AT WELL NO. 17-1
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CONTRACT E - ELECTRICAL CONSTRUCTION

HINCK ELECTRICAL CONTRACTOR, INC.

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RECOMMENDED BY: DATE: 2/27/12
 Holzmaecher, McLendon & Murrell, P.C.

ACCEPTED BY: DATE: 2/16/12
 Hinck Electrical Contractor, Inc.

APPROVED BY: _____ DATE: _____
 Town of Riverhead / Riverhead Water District

X:\RDWD (Riverhead Water District) - 10810\RDWD1003 - Plant No 17\04-CHANGE ORDERS & BACKUP\INTERIM & PERMANENT\Change Order No. 2 - Cont. E.doc

Hinck Electrical Contractors, Inc.

75 Orville Drive • Suite 1
Bohemia, NY 11716

(631) 277-7700 FAX (631) 277-7833
www.hinckelectric.com

January 13, 2012

H2M
575 Broad Hollow Rd
Melville, NY

Attn: Jeff Westrich

*Re: Riverhead Water District Plant 17
PCO#2 Alarm Installation*

Dear Jeff,

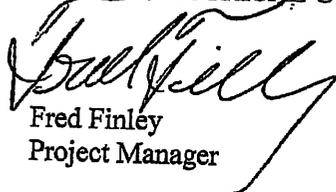
As requested, Hinck Electric can furnish and install the additional alarm system for an additional cost of \$9,141.60.

Attached is a breakdown of the work to be provided.

Should you have any questions or concerns regarding the following please don't hesitate to contact me at 631-277-7700 ext 114.

Sincerely,

HINCK ELECTRICAL CONTRACTORS, INC.


Fred Finley
Project Manager



Electronix Systems
Central Station Alarms Inc.
 1555 New York Ave. Huntington Station, N.Y. 11746
 Phone (631) 271-4000 Fax (631) 549-5831
 Licensed by NYS Dept. of State Lic. #. 12000003600

STANDARD AGREEMENT FOR SECURITY SYSTEM EQUIPMENT AND/OR SERVICE

Bill To: Riverhead Water District
 1035 Puilaski Street
 Riverhead, NY 11901
 Phone: 631-727-3205
 Mark Conklin

Project: Riverhead Water District -Plant #17
 1035 Puilaski Street
 Riverhead, NY 11901
 Phone: 631-727-3205
 Mark Conklin

1. ELECTRONIX SYSTEMS CENTRAL STATION ALARMS, INC. (hereinafter referred to as ELEX) agrees to sell, lease, and/or install, at Subscriber's address, and Subscriber, (hereinafter referred to as Buyer) agrees to payment terms and full term thereof, as provided herein, on a security system, consisting of the following material/equipment and/or services;

Customer Type	Agreement Type	Installation Type	Agreement Date	Agreement No.
Commerical	Direct Sale	New	12/28/2011	ELEQ7135

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Quote for Security System for Plant #17 (to match plant #16)		
	Installation of the following equipment:		
1	DMP Fire Control Panel, in red enclosure, 10-Zone		
1	630F Housing - Stainless Steel		
1	Keypad, LCD Display, alternate design, White with 4 zones		
2	Pull station, dual action		
4	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/		
1	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/		
1	10AMP DPDT RELAY IN METAL ENC		
1	2-WIRE P/E SMOKE DET I3 SERIES		
2	POTTER ROOM TEMP SWT SPST N.O.		
1	SELF CONTAINED 2 TONE SIREN		
1	Dual Line Phone Module, snap on version		
6	40'X 40'PIR DUAL TECH 100LB PI		
2	Sentrol Industrial Wide Gap Contact		
1	Altronix Power Supply (6-24V 2.5A)		
8	Edwards Fixed Temp. Heat Detector (194 Degree)		
1	16.5 VAC 40 VA Plug-in Transformer		
1	Battery, 12 volt, 7 AH.		
1	Total equipment	<i>Parts</i> \$2,353.00	\$2,353.00
	All Necessary cable to install above listed equipment (conduit installed by others)		
8	Installation at Prevailing Wage for Fire 2-men 8hours	\$255.00	\$2,040.00
20	Installation at Prevailing Wage for Fire 1-men 20 hours	\$127.50	\$2,550.00
1	Tie in & program Knox Box @ no charge		<i>labor</i> \$ 4,590.00
1	Fire Alarm Plan Preparation	\$675.00	\$675.00
1	Town Submittal Waived	00.00	00.00
1	Digital Monitoring Fee (Fire Alarm w/Daily Test) - <i>monthly</i>	\$35.00	\$35.00



1

X _____ Option: Install GSM Radio this allows system communication even with downed or cut phone lines this option is an additional \$395.00 plus \$15.50 added to the monthly monitoring fee. \$395.00 \$395.00

MONTHLY	SUBTOTAL	\$7,618.00
MONITORING/SERVICE FEE	SALES TAX	\$0.00
\$35.00	TOTAL	\$7,618.00

RESIDENTIAL CUSTOMERS ONLY - NOTICE OF CANCELLATION - YOU, THE BUYER MAY CANCEL THIS AGREEMENT AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

STANDARD TERMS AND CONDITIONS.

2. AGREEMENT TYPE:

a) DIRECT SALE TERMS AND CONDITIONS: If the security system is a "Direct Sale" as specified herein, the security system shall become property of the Buyer only if all monies being owed to ELEX have been paid in full, as indicated below in payment terms and term of agreement.

b) LEASE TERMS AND CONDITIONS: If the security system is "Leased" as specified herein, the security system remains personal property of ELEX. The security system installed in the premises of the Buyer, as described herein, including all necessary devices and equipment, instruments and wire installed with the security system is and shall remain the sole personal property of ELEX and shall not be considered a fixture or a part of the realty. Buyer shall not permit the attachment thereof any apparatus not furnished by ELEX.

c) LEASE/SALE TERMS AND CONDITIONS: If the security system is a "Leased/Sale" as specified herein, the security system shall remain personal property of ELEX until such time the Leased/Sale Buy-Out Option below is exercised by the Buyer and all monies owed ELEX have been paid in full, as indicated below in payment terms and term of agreement

d) TIME & MATERIAL: If provided for herein, Buyer agrees to pay the prevailing rate, plus tax, per man for labor, plus material and/or equipment payable upon receipt of invoice for said service/installation work.

3. ALL COMMUNICATION SOFTWARE AND RADIO TRANSMITTER IS LEASED: ELEX shall lease, install, program and service in the premises of the Buyer, communication software, and if specified herein a Radio Transmitter, which shall remain the sole personal property of ELEX and shall not be considered a fixture, or a part of the realty, and Buyer shall not permit the attachment thereto of any apparatus not furnished by ELEX. Passcode to CPU software remains property of ELEX. Provided Buyer performs this agreement for the full term thereof, upon termination ELEX shall at its option provide to Buyer the Passcode to the CPU software or change the Passcode to the manufacturer's default code.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. ELEX shall be permitted to increase the charges provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Buyer, and if Buyer is unwilling to pay such increased charge ELEX shall be permitted, at its option, upon written notice to the Subscriber to rescind the increase or to terminate this agreement as if the full term had expired, and the Buyer shall be relieved of any obligation to pay any charge after said date.

5. CENTRAL OFFICE MONITORING: If provided for herein upon receipt of a signal from the communication software, ELEX or its designee communication center, shall make every reasonable effort to notify Buyer and the appropriate municipal police or fire department. Buyer acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ELEX or ELEX's designee communication center and ELEX does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Buyer acknowledges that signals which are transmitted over telephone lines, internet, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of ELEX and are not maintained by ELEX and, therefore, ELEX shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Buyer agrees to furnish ELEX with a written list of names and telephone numbers of those persons Buyer wishes to receive notification of alarm signals. All changes and revisions shall be supplied to ELEX in writing. Buyer authorizes ELEX to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Buyer requests ELEX to remotely activate or deactivate the system, change combination(s), opening or closing times, or re-program system functions, Buyer shall pay ELEX \$10.00 for each such service.

6. DELAY IN INSTALLATION: ELEX shall not be liable for any damage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ELEX's negligence or gross negligence in the performance of this agreement. The above estimated date work is to be completed is not a definite completion date and time is not of the essence.

7. WARRANTY/SERVICE: During the warranty and/or service period, if provided herein, ELEX shall service upon Buyer's request the security system installed in Buyer's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving document notice from Buyer that service is required, exclusive of Saturdays, Sundays and legal holidays. Except that in the event ELEX issues a UL certificate to Buyer or provides fire alarm monitoring, ELEX will comply with Underwriters Laboratory Inc. and NYC Fire Department or any other local law requirements regarding items of protection provided for in this agreement. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lighting or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Buyer. Re-foil, reprogramming, and batteries are not included in this service agreement and will be repaired at Buyer's expense. No apparatus or device shall be attached to or connected with the security system as originally



installed without ELEX's written consent. ELEX reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty and/or service.

8. NO WARRANTIES OR REPRESENTATION: BUYER'S EXCLUSIVE REMEDY: ELEX makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. ELEX does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise, or that the system will in all cases provide the protection for which it is installed. Buyer acknowledges that any affirmation of fact or promise made by ELEX shall not be deemed to create an express warranty unless included in this agreement in writing. Buyer is not relying on ELEX's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties, which extend beyond those on the face of this agreement. ELEX has offered additional and more sophisticated equipment for an additional charge, which Buyer has declined. Buyer's exclusive remedy for ELEX's breach of this agreement or negligence to any degree under this agreement is to require ELEX to repair or replace, at ELEX's option, any equipment that is non-operational. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

9. LIEN LAW: ELEX or any subcontractor engaged by ELEX to perform the work or furnish material who is not paid may have a claim against Buyer or the owner of the premises if other than the Buyer which may be enforced against the property in accordance with the applicable lien law.

10. APPLICATION OF PAYMENT: ELEX is legally required to deposit all payments received prior to completion in accordance with New York Lien Law subdivision four of section seventy-one-a, and in lieu of such deposit ELEX may post a bond or contract of indemnity with Buyer guaranteeing the return of proper application of such payments to the purpose of this agreement.

11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Buyer agrees to and shall indemnify and hold harmless ELEX, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees and losses asserted against and alleged to be caused by ELEX's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this agreement. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against ELEX or ELEX's subcontractors arising to of this agreement or the relation of the parties hereto. Buyer shall not be permitted to assign this agreement without written consent of ELEX. ELEX shall have the right to assign this agreement and shall be relieved of any obligation created herein upon such assignment.

12. EXCULPATORY CLAUSE: Buyer agrees that ELEX is not an insurer and no insurance coverage is offered herein. The security system is designated to reduce certain risks of loss, though ELEX does not guarantee that no loss will occur. ELEX is not assuming liability, and, therefore shall not be liable to Buyer for any loss or damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ELEX's negligent performance or failure to perform any obligation.

13. INSURANCE: The Buyer shall maintain a policy of public liability, property damage, burglary and theft insurance under which ELEX is named as additional insured, and under which the insurer agrees to indemnify and hold ELEX harmless from and against all costs, expenses including attorney's fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including but not limited to, those claims, injuries and damages contributed to by ELEX's negligent performance or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Buyer for property on its premise. ELEX shall not be responsible for any portion of any loss or damage which is recoverable by the Buyer from insurance covering such loss or damage or for loss or damage against which the Buyer is indemnified or insured.

14. LIMITATION OF LIABILITY: The parties agree that the alarm system is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of ELEX as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by ELEX's negligence to any degree or failure to perform any obligation, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Buyer to ELEX at the time such liability is fixed, or to the sum of \$250,00, whichever is greater. If Buyer wishes to increase ELEX's maximum amount of such limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from ELEX a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

15. BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Buyer agrees to furnish, at Buyer's expense, all 24hr electrical outlets, RJ31X telephone jacks or equivalent, network connection/service as deemed necessary by ELEX.

16. FALSE ALARM: ELEX shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In event of termination of police response by the municipal police this agreement shall nevertheless remain in full force and Buyer shall remain liable for all payments provided for herein.

17. BUYER'S FAILURE TO PAY: In the event Buyer fails to pay ELEX any monies due, Buyer shall pay interest at the rate of 11/2% per month from the date when payment is due. The parties agree that due to the nature of the services to be provided by ELEX, the payments to be made by the Buyer for the term of this agreement form an integral part of ELEX's anticipated profits. That in the event of Buyer's defaults it would be difficult if not impossible to fix ELEX's actual damages. Therefore in the event Buyer defaults in the payment of any charges to be paid to ELEX, the Buyer shall pay to ELEX 80% of the balance due for the term of this agreement as liquidated damages. Additionally, ELEX shall be permitted, at its option, to remove its equipment (if leased or unpaid) or deem same sold to Buyer for 80% on amount specified as the value of equipment, and/or remotely delete programming and service without relieving Buyer of any obligation hereunder. The parties waive trial by jury in any action between them. In any action commenced by ELEX against Buyer, Buyer agrees not to interpose any counterclaim. Any action by Buyer against ELEX must be based on this agreement and must be commenced within one year of the accrual of the cause of action or shall be barred. In any litigation between parties Buyer shall pay ELEX's legal fees, interest and disbursements. Buyer consents that service of process may be made by certified or registered mail.

18. ADDITIONAL PAYMENTS: Should ELEX be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay ELEX for such service or material.

19. ELEX'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Buyer agrees that ELEX is authorized and permitted to subcontract



any services to be provided by ELEX to third parties who may be independent of ELEX, and that ELEX shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to ELEX's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of ELEX.

20. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or cancelled except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be affected except that in the event ELEX issues a UL certificate to Buyer or provides fire alarm monitoring, ELEX will comply with Underwriters Laboratory Inc. and the Fire Department of the City of New York or any other local law requirements regarding items of protection provided for in this agreement.

21. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Buyer, and is Buyer's sole responsibility to test the operation of the security equipment and to notify ELEX if any equipment is in need of repair. ELEX shall not be required to service the security equipment unless it has received document notice from Buyer, and upon such notice, ELEX shall service the security system to the best of its ability within reasonable time as indicated above in Warranty/Service. Buyer agrees to test and inspect the security system immediately upon completion of installation and to advise ELEX in writing within three days after installation of any defect, error or omission in the security system. In the event Buyer complies with the terms of this agreement and ELEX fails to repair the security system within reasonable time after document notice is given, Buyer agrees to send written notice that the security system is in need of repair to ELEX. If ELEX fails to repair the security system within 48 hours after receipt of said written notice, Buyer shall not be obligated to pay any amount for the security system from the date said notice is given until the security system is restore to working order. In any lawsuit between parties in which the condition or operator of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless Buyer can produce a post office certified or registered receipt signed by ELEX, evidencing that service was requested by Buyer.

22. CARE OF SECURITY SYSTEM: The Buyer agrees not to tamper with, remove or otherwise interfere with the security equipment. The security equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repair or replacement made necessary as result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lighting or electrical surge, or unauthorized attachment thereof.

23. ALTERATION OF PREMISES FOR INSTALLATION: ELEX is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other things necessary in ELEX's sole discretion for the installation and service of the security system, and ELEX shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the security system under the terms of this agreement.

24. BUYER'S RESPONSIBILITIES: Buyer is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the security equipment and shall promptly on demand reimburse and indemnify ELEX for any such expenses. Should ELEX be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay ELEX for such service or material.

25. GUARD RESPONSE: If guard response is specified herein, upon receipt of a burglar alarm signal, ELEX or its subcontractor shall as soon as may be practical send one or more of its guards to the Buyers premises. The guard shall wait up to 15 minutes for the police department personnel or Buyer to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the burglar alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security system. However, Buyer acknowledges that the guard is not required to enter the premises or to render any service to the alarm equipment and shall not be required to remain stationed at Buyer's premises for more than 15 minutes after his initial arrival. Buyer acknowledges, if ELEX should station a guard at the premises for more than 30 minutes and ELEX has sufficient personnel to provide such service, and ELEX makes no such representation that its personnel will be available, then Buyer agrees to pay ELEX prevailing rate per hour plus tax for such service. In the event ELEX responds to a false condition occasioned by Buyer's negligence, Buyer shall pay ELEX prevailing rate for each such response.

26. CREDIT/CONSUMER REPORT: Customer understands and agrees that a consumer credit report may be required in connection with this sales agreement or in connection with system updates, agreement renewals of any credit granted to the Buyer. If the Buyer subsequently asks for this information, the Buyer will be informed whether or not such report was requested/required and, if so, the name and address of the agency who furnished the report.

27. PAYMENT TERMS: Buyer agrees to pay ELEX for the installation and/or equipment of a security system as provided herein, (Buyer to choose the following agreement type on the schedule of installation and description of equipment.)

Payment Schedule	Other Payment Terms
Deposit:	
Upon Start:	
Completion:	



Electronix Systems Central Station Alarms Inc. Tom Scalley Written By:	Subscriber Riverhead Water District Print Name of Company/Residence
Approved By: 	Print/Type - Name of Signatory
Title Date	Authorized Signatory, Title and Date
	Personal Guarantee- Print Name
	Signature of Personal Guarantee and Date

28. MONTHLY SERVICE COST(S): In addition, Buyer agrees to pay ELEX plus tax, per month, as indicated herein, payable in advance for services as indicated herein, for the term of agreement commencing upon connection and in service of the installation, and continuing as indicated thereafter. Buyer acknowledges that ELEX has offered other advance monthly payment terms, which Buyer has declined. Buyer agrees and understands that due to the nature of the services to be provided herein for the term of agreement, form an integral part of ELEX's anticipated profits and it would be difficult if not impossible to fix ELEX's actual damages if these payments are not made. **All payments being payable on the first of the month as indicated herein.**

TOWN OF RIVERHEAD

Resolution # 196

AUTHORIZES CHANGE ORDER NO. 3
CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
CONTRACT C – CIVIL AND ELECTRICAL WORK
RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Supervisor be and is hereby authorized to execute Change Order No. 3 of the Riverhead Water District for the project known as Construction of Supply Well at Plant No. 15, Contract C-Civil and Engineering Work, and be it further

RESOLVED, that Change Order No. 3 has a total cost of \$56,221.71 and a net cost of \$35,493.88 for scope of work to address telemetry installations and modifications Hinck Electrical Contractor, Inc. as specifically described in the attached change order, and be it further

RESOLVED, that the current contract amount for Construction of Supply Well at Plant No. 15, Contract C-Civil and Electrical Work with Hinck Electrical Contractor, Inc. of \$285,070.00 will now be increased in a net cost amount of \$35,493.88 totalling a revised contract amount of \$320,563.88, 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



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

February 27, 2012

Supt. Gary Pendzick
Riverhead Water District
1035 Pulaski St.
Riverhead, New York 11901

Re: Riverhead Water District
 Construction of Supply Well at Plant No. 15
 H2M Project No.: RDWD 06-05
 Contract C – Civil & Electrical Work
 Change Order No. 3 – Telemetry Modifications and Installation

Dear Supt. Pendzick,

Enclosed please find three (3) copies of Change Order No. 3 for the above referenced project. This change order addresses telemetry upgrades and modifications at Plant Nos. 9, 15, 18 (Dogwood Drive) and the Administration Building.

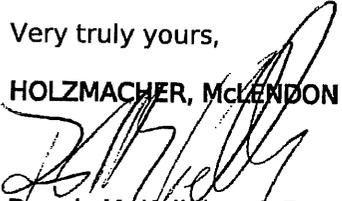
As previously discussed, this charge order will improve the overall control and telemetry of remote plant sites throughout the District; specifically Plant Nos. 9, 15, and 18. The cost of this change order is still within the overall budget of the project.

We recommend that the Board authorize approval, retain one (1) copy for their records, forward one (1) copy to the Attorney for the District, and return one (1) signed copy to this office.

Should you have any questions regarding this change order, please feel free to contact our office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.



Dennis M. Kelleher, P.E.
President

DMK/JLN/jrw

Enclosures

cc: Supervisor Sean Walter
 Assist. Supt. Mark Conklin

X:\RDWD (Riverhead Water District) - 10810\RDWD0605 - Construction of Supply Well at Plant No. 15\04-CHANGE ORDERS & BACKUP\C.O. #3\12.02.27 - Pendzick - Change Order No. 3.doc

RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C – CIVIL AND ELECTRICAL WORK

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 3

FEBRUARY 14, 2012

Item 1E – Telemetry Modifications and Installation

Plant-to-plant communications are crucial for accurate monitoring of operations within the District. Over the last few years, the District has begun to implement modifications and upgrades at a number of plant sites. The Contractor scope of work to address telemetry installations and modifications at Plant Nos. 9, 10, 15, Dogwood (Plant No. 18) and the Administration Building are listed below. A breakdown of materials and labor has been included in the attached price quote.

A. Plant No. 15

Plant No. 15 has no current means of plant-to-plant communication. Work for this system was initially planned to be included as part of the future Plant No. 15 storage tank project, but the District has found a more immediate need for it. As radio path study results concluded that spread spectrum radio is not a viable option for Plant No. 15, the District has sought out quotes from nearby cable service providers. With the installation of cable for plant communication, the Electrical Contractor shall be responsible for providing Ethernet communication hardware (and enclosure, as required) and interfacing it with the existing PLC at the site.

B. Dog Wood Drive

Replace radio transmission equipment with Micrologix PLC and VPN network equipment. Changes are to accommodate direct communication of Dog Wood Drive with Administration Building PLC. District to coordinate installation of remaining equipment through Cablevision. Contractor scope will be:

- Removal of all existing radio hardware.
- Furnish and install new PLC hardware.
- Programming for PLC communication/control, including additional I/O.
- Programming for VPN.

C. Plant No. 9

Move existing antenna to top of ground storage tank. Prior tests failed to produce consistent data transmissions between the site and the Administration building. Contractor scope will be:

- Mark-out.
- Trenching.
- Furnish and install new 3" Sch. 80 PVC buried conduit, fittings, and accessories from the existing building to the ground storage tank.
- Furnish and install new 7/8" coaxial cable. Route through new buried conduit and up the existing ground storage tank. Secure to existing tank conduit with heavy duty zip ties.
- Mount existing antenna at top of tank.
- Re-calibrate antenna signal and radio function.

RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C – CIVIL AND ELECTRICAL WORK

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 3

FEBRUARY 14, 2012

D. Administration Building

Remove existing Net I/O radio sub-panel and components. Install new access point radio and equipment, as noted. Initial plans call for use of Net I/O WexP (Wi-Fi) option to communicate with administration building. This was initially verified as a viable option by the manufacturer, but has since proven otherwise. Contractor scope will be:

- Disconnect/Remove existing radio subpanel and equipment. Terminate power and antenna wiring as required.
- Install new access point radio and equipment in existing enclosure.
- Reconfigure existing Net I/O radio equipment in administration building MCC.
- Furnish and install new I/O and expansion modules for Plant Nos. 8 and 9 (as part of original scope).
- Install new Dog Wood Drive module on Micrologix PLC (used for Plant No. 16 communication). Program and integrate VPN, Micrologix PLC, and associated equipment.
- Program VPN appliance at Administration Building to receive new Plant No. 15 communications.
- Rewire existing MCC instrumentation to accommodate new equipment.
- Program, integrate and test all new equipment.

Lump Sum Cost of Item 1E \$50,389.71

Item 2E – Fire/Alarm Security System at Plant No. 15

This item addresses the installation of a fire alarm/security system at Plant No. 15, installed by Electronix Systems – Central Station Alarms, Inc. Communications for the system will be facilitated by cellular communication modules installed with the new system. The attached quote outlines the work and equipment to be installed as part of this change.

Subcontractor Price	\$4,860.00
Contractor Overhead & Profit (20%)	<u>\$972.00</u>
Lump Sum Cost of Item 2E	\$5,832.00

RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C - CIVIL AND ELECTRICAL WORK

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 3

FEBRUARY 14, 2012

Total Cost of Change Order No. 3

\$56,221.71

CONTRACT COST CHANGE

Current Contract Amount (Change Order No. 1 and Extra Work Order No. 2 were Paid out of Remaining Allowances)

\$285,070.00

Total Cost of Change Order No. 3
Portion to be Paid out of Remaining Cash Allowance

\$56,221.71

(\$20,727.83)

Net Cost of Change Order No. 3

\$35,493.88

Contract Amount as Modified by C.O. No. 3

\$320,563.88

RECOMMENDED BY: [Signature]
Holzmacher, McLendon & Murrell, P.C.

DATE: 2/27/12

ACCEPTED BY: [Signature]
Hinck Electrical Contractor, Inc.

DATE: 2/16/12

APPROVED BY: _____
Riverhead Water District

DATE: _____

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RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C – CIVIL AND ELECTRICAL WORK

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 3

FEBRUARY 14, 2012

Item 1E –Telemetry Modifications and Installation

Plant-to-plant communications are crucial for accurate monitoring of operations within the District. Over the last few years, the District has begun to implement modifications and upgrades at a number of plant sites. The Contractor scope of work to address telemetry installations and modifications at Plant Nos. 9, 10, 15, Dogwood (Plant No. 18) and the Administration Building are listed below. A breakdown of materials and labor has been included in the attached price quote.

A. Plant No. 15

Plant No. 15 has no current means of plant-to-plant communication. Work for this system was initially planned to be included as part of the future Plant No. 15 storage tank project, but the District has found a more immediate need for it. As radio path study results concluded that spread spectrum radio is not a viable option for Plant No. 15, the District has sought out quotes from nearby cable service providers. With the installation of cable for plant communication, the Electrical Contractor shall be responsible for providing Ethernet communication hardware (and enclosure, as required) and interfacing it with the existing PLC at the site.

B. Dog Wood Drive

Replace radio transmission equipment with Micrologix PLC and VPN network equipment. Changes are to accommodate direct communication of Dog Wood Drive with Administration Building PLC. District to coordinate installation of remaining equipment through Cablevision. Contractor scope will be:

- Removal of all existing radio hardware.
- Furnish and install new PLC hardware.
- Programming for PLC communication/control, including additional I/O.
- Programming for VPN.

C. Plant No. 9

Move existing antenna to top of ground storage tank. Prior tests failed to produce consistent data transmissions between the site and the Administration building. Contractor scope will be:

- Mark-out.
- Trenching.
- Furnish and install new 3" Sch. 80 PVC buried conduit, fittings, and accessories from the existing building to the ground storage tank.
- Furnish and install new 7/8" coaxial cable. Route through new buried conduit and up the existing ground storage tank. Secure to existing tank conduit with heavy duty zip ties.
- Mount existing antenna at top of tank.
- Re-calibrate antenna signal and radio function.

RIVERHEAD WATER DISTRICT



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CHANGE ORDER NO. 3

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D. Administration Building

Remove existing Net I/O radio sub-panel and components. Install new access point radio and equipment, as noted. Initial plans call for use of Net I/O WexP (Wi-Fi) option to communicate with administration building. This was initially verified as a viable option by the manufacturer, but has since proven otherwise. Contractor scope will be:

- Disconnect/Remove existing radio subpanel and equipment. Terminate power and antenna wiring as required.
- Install new access point radio and equipment in existing enclosure.
- Reconfigure existing Net I/O radio equipment in administration building MCC.
- Furnish and install new I/O and expansion modules for Plant Nos. 8 and 9 (as part of original scope).
- Install new Dog Wood Drive module on Micrologix PLC (used for Plant No. 16 communication). Program and integrate VPN, Micrologix PLC, and associated equipment.
- Program VPN appliance at Administration Building to receive new Plant No. 15 communications.
- Rewire existing MCC instrumentation to accommodate new equipment.
- Program, integrate and test all new equipment.

Lump Sum Cost of Item 1E \$50,389.71

Item 2E – Fire/Alarm Security System at Plant No. 15

This item addresses the installation of a fire alarm/security system at Plant No. 15, installed by Electronix Systems – Central Station Alarms, Inc. Communications for the system will be facilitated by cellular communication modules installed with the new system. The attached quote outlines the work and equipment to be installed as part of this change.

Subcontractor Price	\$4,860.00
Contractor Overhead & Profit (20%)	<u>\$972.00</u>
Lump Sum Cost of Item 2E	\$5,832.00

RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C - CIVIL AND ELECTRICAL WORK

HINCK ELECTRICAL CONTRACTOR, INC.

CHANGE ORDER NO. 3

FEBRUARY 14, 2012

Total Cost of Change Order No. 3

\$56,221.71

CONTRACT COST CHANGE

Current Contract Amount (Change Order No. 1 and Extra Work Order No. 2 were Paid out of Remaining Allowances)

\$285,070.00

Total Cost of Change Order No. 3

\$56,221.71

Portion to be Paid out of Remaining Cash Allowance

(\$20,727.83)

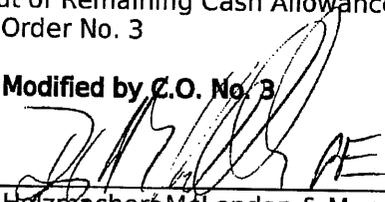
Net Cost of Change Order No. 3

\$35,493.88

Contract Amount as Modified by C.O. No. 3

\$320,563.88

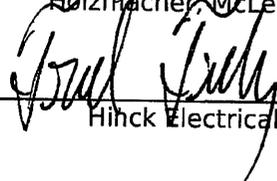
RECOMMENDED BY:


Holzmacher, McLendon & Murrell, P.C.

DATE:

2/27/12

ACCEPTED BY:


Hinck Electrical Contractor, Inc.

DATE:

2/16/12

APPROVED BY:

Riverhead Water District

DATE: _____

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RIVERHEAD WATER DISTRICT



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RIVERHEAD WATER DISTRICT



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Contractor Overhead & Profit (20%) \$972.00

Lump Sum Cost of Item 2E \$5,832.00

RIVERHEAD WATER DISTRICT



CONSTRUCTION OF SUPPLY WELL AT PLANT NO. 15
H2M PROJECT NO.: RDWD 06-05
CONTRACT C - CIVIL AND ELECTRICAL WORK

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CHANGE ORDER NO. 3

FEBRUARY 14, 2012

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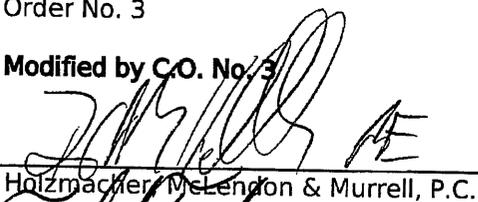
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RECOMMENDED BY:


Holzmacher, McLendon & Murrell, P.C.

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Hinck Electrical Contractors, Inc.

75 Orville Drive • Suite 1
Bohemia, NY 11716

(631) 277-7700 FAX (631) 277-7833
www.hinckelectric.com

January 24, 2012

H2M
575 Broad Hollow rd
Melville, NY

Attn: Jeff Czajka

**Re: Riverhead Plant 15
PCO#3 Telemetry Changes-3rd revision**

Dear Jeff,

As requested, Hinck electric has provided the following cost breakdown to furnish and install telemetry in Plant 15.

Proposal 1

Plant 15

Qty	Item	Material	Labor
1	Enclosure at 15	\$ 60.00	6.0
30'	1"rgs exposed	80.56	4.0
3	1"rgs elbow	24.00	1.0
600'	#14 THHN	65.83	6.0
24	#14 terminations	72.00	8.0
3	interfacing relays	15.00	2.0

Administration Building

Qty	Item	Material	Labor
Lot	install misc. devices & wire	\$ 50.00	8.0
1 day	box truck	159.64	0.0
Lot	Eagle Pricing	10,900.00	0.0

Subtotals		\$ 11,427.03	35.0
			x \$99.97
			\$ 3,498.95
			+ 11,427.03
			14,925.98
			+20%P&OH 2,985.20
			Total \$17,911.18

Proposal 2

Qty	Item	Material	Labor
Lot	Plant 9 Original design	\$ 376.50	24.0
			<u>x \$ 93.17</u>
			\$ 2,236.08
			<u>376.50</u>
		Total Credit	\$ 2,612.58

Proposal 3

Qty	Item	Material	Labor
175'	7/8" coax antenna cable	\$ 0.00	2.0
Lot	g.c. work	5,250.00	0.0
1	mark out	450.00	0.0
100'	3" pvc sched 80	298.35	11.0
100'	warning tape	16.59	1.0
3	3" lg radius elbow pvc 80	203.55	6.0
3	3" pvc coupling	11.61	0.0
1 day	box truck	159.64	0.0
Lot	Eagle Equipment	<u>7,850.00</u>	<u>0.0</u>
		\$14,239.74	20.0
			<u>x \$ 99.97</u>
			\$ 1,999.40
			<u>+ 14,239.74</u>
			\$ 16,239.14
		<u>+20%P&OH</u>	<u>3,247.83</u>
		Total	\$ 19,486.97

Tank Work

Qty	Item	Material	Labor
Lot	tie wraps	242.00	16.0
1	Omni antenna	350.00	4.0
100'	7/8" coax antenna cable	0.00	8.0
1 day	box truck	159.64	0.0
1 day	lift rental	<u>1,425.00</u>	<u>0.0</u>
		\$2,176.64	28.0
			<u>x \$ 199.94</u>
			\$ 5,598.32
			<u>+ 2,176.64</u>
			\$ 7,774.96
		<u>+20%P&OH</u>	<u>1,554.99</u>
		Total	\$ 9,329.95

In addition to the costs listed above, Hinck Electric will also extend the OCP policy for the Plant 15 contract by another 6 months at a cost of **\$3,202.75**.

The cost of labor escalation on the original contract for the Dogwood Rd Telemetry job is **\$1,045.44**.

The interest cost on the retainage for Plant 15 being held for 18 months beyond the original contract completion is **\$ 1,026.00**.

The cost of additional overhead and general conditions associated with delays on these contracts and change orders is **\$1,000.00**.

Should you have any questions or concerns, please do not hesitate to contact me at 631-277-7700 ext. 114.

Sincerely,

HINCK ELECTRICAL CONTRACTORS, INC.


Fred Finley
Project Manager



Electronix Systems

Central Station Alarms Inc.

1555 New York Ave. Huntington Station, N.Y. 11746

Phone (631) 271-4000 Fax (631) 549-5831

Licensed by NYS Dept. of State Lic. #. 12000003600

STANDARD AGREEMENT FOR SECURITY SYSTEM EQUIPMENT AND/OR SERVICE

Bill To: Riverhead Water District
 1035 Pulaski Road
 Riverhead, NY 11901
 Phone: 631-727-3205
 Mr. Mark Conklin

Project: Riverhead Water District
 1035 Pulaski Road
 Riverhead, NY 11901
 Phone: 631-727-3205
 Mr. Mark Conklin

1. ELECTRONIX SYSTEMS CENTRAL STATION ALARMS, INC., (hereinafter referred to as ELEX) agrees to sell, lease, and/or install, at Subscriber's address, and Subscriber, (hereinafter referred to as Buyer) agrees to payment terms and full term thereof, as provided herein, on a security system, consisting of the following material/equipment and/or services;

Customer Type	Agreement Type	Installation Type	Agreement Date	Agreement No.
Commercial	Direct Sale	New	1/4/2012	ELEQ7147

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Quote for security system at plant #15 located off of Tuthills Lane

Installation of the following equipment:

- Install one (1) DMP XR100-FC-R
- Install one (1) DMP Keypad 7170W with 4 zones
- Install one (1) remote fire annunciator 630F
- Install one (1) DMP cellular comm card 463G
- Install two (2) DMP 850D Pull Stations
- Install one (1) 2WB Smoke Detectors
- Install two (2) Heat Detectors 195 fixed
- Install two (2) System sensor horn/strobes
- Install one (1) System sensor waterproof horn/strobe
- Install two (2) Security magnetic contacts with armored cable
- Install two (2) motion detectors, chemical room, & pump room
- Install one (1) external siren (burg)
- Install two (2) low temp sensors RTS-O
- Install one (1) coax cable
- Install one (1) 386 bracket
- Install one (1) 353 Antenna

1	Total parts	\$1,850.00	\$1,850.00
1	All Wiring to be protected in pvc pipe to match existing pvc pipe	\$295.00	\$295.00
16	Installation at Prevailing Wage	\$127.50	\$2,040.00
1	Knox box installation of wiring, interconnection no charge		
1	Required by Riverhead Fire Marshal, architectural plans	\$675.00	\$675.00



No report to Central Station via telephone lines
 Alarm reporting by cellular radio only
 Radio monitoring @ \$27.50 per month billed quarterly in advance.

MONTHLY	SUBTOTAL	\$4,860.00
MONITORING/SERVICE FEE	SALES TAX	\$00.
\$27.50	TOTAL	\$4,860.00

RESIDENTIAL CUSTOMERS ONLY - NOTICE OF CANCELLATION - YOU, THE BUYER MAY CANCEL THIS AGREEMENT AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

STANDARD TERMS AND CONDITIONS.

2. AGREEMENT TYPE:

- a) **DIRECT SALE TERMS AND CONDITIONS:** If the security system is a "Direct Sale" as specified herein, the security system shall become property of the Buyer only if all monies being owed to ELEX have been paid in full, as indicated below in payment terms and term of agreement.
- b) **LEASE TERMS AND CONDITIONS:** If the security system is "Leased" as specified herein, the security system remains personal property of ELEX. The security system installed in the premises of the Buyer, as described herein, including all necessary devices and equipment, instruments and wire installed with the security system is and shall remain the sole personal property of ELEX and shall not be considered a fixture or a part of the realty. Buyer shall not permit the attachment thereof any apparatus not furnished by ELEX.
- c) **LEASE/SALE TERMS AND CONDITIONS:** If the security system is a "Leased/Sale" as specified herein, the security system shall remain personal property of ELEX until such time the Leased/Sale Buy-Out Option below is exercised by the Buyer and all monies owed ELEX have been paid in full, as indicated below in payment terms and term of agreement
- d) **TIME & MATERIAL:** If provided for herein, Buyer agrees to pay the prevailing rate, plus tax, per man for labor, plus material and/or equipment payable upon receipt of invoice for said service/installation work.

3. ALL COMMUNICATION SOFTWARE AND RADIO TRANSMITTER IS LEASED: ELEX shall lease, install, program and service in the premises of the Buyer, communication software, and if specified herein a Radio Transmitter, which shall remain the sole personal property of ELEX and shall not be considered a fixture, or a part of the realty, and Buyer shall not permit the attachment thereto of any apparatus not furnished by ELEX. Passcode to CPU software remains property of ELEX. Provided Buyer performs this agreement for the full term thereof, upon termination ELEX shall at its option provide to Buyer the Passcode to the CPU software or change the Passcode to the manufacturer's default code.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. ELEX shall be permitted to increase the charges provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Buyer, and if Buyer is unwilling to pay such increased charge ELEX shall be permitted, at its option, upon written notice to the Subscriber to rescind the increase or to terminate this agreement as if the full term had expired, and the Buyer shall be relieved of any obligation to pay any charge after said date.

5. CENTRAL OFFICE MONITORING: If provided for herein upon receipt of a signal from the communication software, ELEX or its designee communication center, shall make every reasonable effort to notify Buyer and the appropriate municipal police or fire department. Buyer acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ELEX or ELEX's designee communication center and ELEX does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Buyer acknowledges that signals which are transmitted over telephone lines, internet, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of ELEX and are not maintained by ELEX and, therefore, ELEX shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Buyer agrees to furnish ELEX with a written list of names and telephone numbers of those persons Buyer wishes to receive notification of alarm signals. All changes and revisions shall be supplied to ELEX in writing. Buyer authorizes ELEX to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Buyer requests ELEX to remotely activate or deactivate the system, change combination(s), opening or closing times, or re-program system functions, Buyer shall pay ELEX \$10.00 for each such service.

6. DELAY IN INSTALLATION: ELEX shall not be liable for any damage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ELEX's negligence or gross negligence in the performance of this agreement. The above estimated date work is to be completed is not a definite completion date and time is not of the essence.

7. WARRANTY/SERVICE: During the warranty and/or service period, if provided herein, ELEX shall service upon Buyer's request the security system installed in Buyer's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving document notice from Buyer that service is required, exclusive of Saturdays, Sundays and legal holidays. Except that in the event ELEX issues a UL certificate to Buyer or provides fire alarm monitoring, ELEX will comply with Underwriters Laboratory Inc. and NYC Fire Department or any other local law requirements regarding items of protection provided for in this



agreement. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lighting or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Buyer. Re-foil, reprogramming, and batteries are not included in this service agreement and will be repaired at Buyer's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without ELEX's written consent. ELEX reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty and/or service.

8. NO WARRANTIES OR REPRESENTATION: BUYER'S EXCLUSIVE REMEDY: ELEX makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. ELEX does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. Buyer acknowledges that any affirmation of fact or promise made by ELEX shall not be deemed to create an express warranty unless included in this agreement in writing. Buyer is not relying on ELEX's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties, which extend beyond those on the face of this agreement. ELEX has offered additional and more sophisticated equipment for an additional charge, which Buyer has declined. Buyer's exclusive remedy for ELEX's breach of this agreement or negligence to any degree under this agreement is to require ELEX to repair or replace, at ELEX's option, any equipment that is non-operational. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

9. LIEN LAW: ELEX or any subcontractor engaged by ELEX to perform the work or furnish material who is not paid may have a claim against Buyer or the owner of the premises if other than the Buyer which may be enforced against the property in accordance with the applicable lien law.

10. APPLICATION OF PAYMENT: ELEX is legally required to deposit all payments received prior to completion in accordance with New York Lien Law subdivision four of section seventy-one-a, and in lieu of such deposit ELEX may post a bond or contract of indemnity with Buyer guaranteeing the return of proper application of such payments to the purpose of this agreement.

11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Buyer agrees to and shall indemnify and hold harmless ELEX, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees and losses asserted against and alleged to be caused by ELEX's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this agreement. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against ELEX or ELEX's subcontractors arising to of this agreement or the relation of the parties hereto. Buyer shall not be permitted to assign this agreement without written consent of ELEX. ELEX shall have the right to assign this agreement and shall be relieved of any obligation created herein upon such assignment.

12. EXCULPATORY CLAUSE: Buyer agrees that ELEX is not an insurer and no insurance coverage is offered herein. The security system is designated to reduce certain risks of loss, though ELEX does not guarantee that no loss will occur. ELEX is not assuming liability, and, therefore shall not be liable to Buyer for any loss or damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ELEX's negligent performance or failure to perform any obligation.

13. INSURANCE: The Buyer shall maintain a policy of public liability, property damage, burglary and theft insurance under which ELEX is named as additional insured, and under which the insurer agrees to indemnify and hold ELEX harmless from and against all costs, expenses including attorney's fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including but not limited to, those claims, injuries and damages contributed to by ELEX's negligent performance or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Buyer for property on its premise. ELEX shall not be responsible for any portion of any loss or damage which is recoverable by the Buyer from insurance covering such loss or damage or for loss or damage against which the Buyer is indemnified or insured.

14. LIMITATION OF LIABILITY: The parties agree that the alarm system is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of ELEX as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by ELEX's negligence to any degree or failure to perform any obligation, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Buyer to ELEX at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If Buyer wishes to increase ELEX's maximum amount of such limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from ELEX a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

15. BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Buyer agrees to furnish, at Buyer's expense, all 24hr electrical outlets, RJ31X telephone jacks or equivalent, network connection/service as deemed necessary by ELEX.

16. FALSE ALARM: ELEX shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In event of termination of police response by the municipal police this agreement shall nevertheless remain in full force and Buyer shall remain liable for all payments provided for herein.

17. BUYER'S FAILURE TO PAY: In the event Buyer fails to pay ELEX any monies due, Buyer shall pay interest at the rate of 11/2% per month from the date when payment is due. The parties agree that due to the nature of the services to be provided by ELEX, the payments to be made by the Buyer for the term of this agreement form an integral part of ELEX's anticipated profits. That in the event of Buyer's defaults it would be difficult if not impossible to fix ELEX's actual damages. Therefore in the event Buyer defaults in the payment of any charges to be paid to ELEX, the Buyer shall pay to ELEX 80% of the balance due for the term of this agreement as liquidated damages. Additionally, ELEX shall be permitted, at it's option, to remove it's equipment (if leased or unpaid) or deem same sold to Buyer for 80% on amount specified as the value of equipment, and/or remotely delete programming and service without relieving Buyer of any obligation hereunder. The parties waive trial by jury in any action between them. In any action commenced by ELEX against Buyer, Buyer agrees not to interpose any counterclaim. Any action by Buyer against ELEX must be based on this agreement and must be commenced within one year of the accrual of the cause of action or shall be barred. In any litigation between parties Buyer shall pay ELEX's legal fees, interest and disbursements. Buyer consents that service of

process may be made by certified or registered mail.

18. ADDITIONAL PAYMENTS: Should ELEX be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay ELEX for such service or material.

19. ELEX'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Buyer agrees that ELEX is authorized and permitted to subcontract any services to be provided by ELEX to third parties who may be independent of ELEX, and that ELEX shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to ELEX's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of ELEX.

20. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or cancelled except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be affected except that in the event ELEX issues a UL certificate to Buyer or provides fire alarm monitoring, ELEX will comply with Underwriters Laboratory Inc. and the Fire Department of the City of New York or any other local law requirements regarding items of protection provided for in this agreement.

21. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Buyer, and is Buyer's sole responsibility to test the operation of the security equipment and to notify ELEX if any equipment is in need of repair. ELEX shall not be required to service the security equipment unless it has received document notice from Buyer, and upon such notice, ELEX shall service the security system to the best of its ability within reasonable time as indicated above in Warranty/Service. Buyer agrees to test and inspect the security system immediately upon completion of installation and to advise ELEX in writing within three days after installation of any defect, error or omission in the security system. In the event Buyer complies with the terms of this agreement and ELEX fails to repair the security system within reasonable time after document notice is given, Buyer agrees to send written notice that the security system is in need of repair to ELEX. If ELEX fails to repair the security system within 48 hours after receipt of said written notice, Buyer shall not be obligated to pay any amount for the security system from the date said notice is given until the security system is restore to working order. In any lawsuit between parties in which the condition or operator of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless Buyer can produce a post office certified or registered receipt signed by ELEX, evidencing that service was requested by Buyer.

22. CARE OF SECURITY SYSTEM: The Buyer agrees not to tamper with, remove or otherwise interfere with the security equipment. The security equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repair or replacement made necessary as result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lighting or electrical surge, or unauthorized attachment thereof.

23. ALTERATION OF PREMISES FOR INSTALLATION: ELEX is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other things necessary in ELEX's sole discretion for the installation and service of the security system, and ELEX shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the security system under the terms of this agreement.

24. BUYER'S RESPONSIBILITIES: Buyer is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the security equipment and shall promptly on demand reimburse and indemnify ELEX for any such expenses. Should ELEX be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay ELEX for such service or material.

25. GUARD RESPONSE: If guard response is specified herein, upon receipt of a burglar alarm signal, ELEX or its subcontractor shall as soon as may be practical send one or more of its guards to the Buyers premises. The guard shall wait up to 15 minutes for the police department personnel or Buyer to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the burglar alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security system. However, Buyer acknowledges that the guard is not required to enter the premises or to render any service to the alarm equipment and shall not be required to remain stationed at Buyer's premises for more than 15 minutes after his initial arrival. Buyer acknowledges, if ELEX should station a guard at the premises for more than 30 minutes and ELEX has sufficient personnel to provide such service, and ELEX makes no such representation that its personnel will be available, then Buyer agrees to pay ELEX prevailing rate per hour plus tax for such service. In the event ELEX responds to a false condition occasioned by Buyer's negligence, Buyer shall pay ELEX prevailing rate for each such response.

26. CREDIT/CONSUMER REPORT: Customer understands and agrees that a consumer credit report may be required in connection with this sales agreement or in connection with system updates, agreement renewals of any credit granted to the Buyer. If the Buyer subsequently asks for this information, the Buyer will be informed whether or not such report was requested/required and, if so, the name and address of the agency who furnished the report.

27. PAYMENT TERMS: Buyer agrees to pay ELEX for the installation and/or equipment of a security system as provided herein, (Buyer to choose the following agreement type on the schedule of installation and description of equipment.)

Payment Schedule	Other Payment Terms
Deposit:	
Upon Start:	
Completion:	



Electronix Systems Central Station Alarms Inc. Lauren Capek Written By:	Subscriber Riverhead Water District Print Name of Company/Residence					
Approved By:	Print/Type - Name of Signatory					
<table border="1"> <tr> <td data-bbox="123 413 492 633"> Title </td> <td data-bbox="492 413 708 633"> Date </td> </tr> </table>	Title	Date	<table border="1"> <tr> <td data-bbox="708 413 1293 514"> Authorized Signatory, Title and Date </td> </tr> <tr> <td data-bbox="708 514 1293 594"> Personal Guarantee- Print Name </td> </tr> <tr> <td data-bbox="708 594 1293 633"> Signature of Personal Guarantee and Date </td> </tr> </table>	Authorized Signatory, Title and Date	Personal Guarantee- Print Name	Signature of Personal Guarantee and Date
Title	Date					
Authorized Signatory, Title and Date						
Personal Guarantee- Print Name						
Signature of Personal Guarantee and Date						

28. MONTHLY SERVICE COST(S): In addition, Buyer agrees to pay ELEX plus tax, per month, as indicated herein, payable in advance for services as indicated herein, for the term of agreement commencing upon connection and in service of the installation, and continuing as indicated thereafter. Buyer acknowledges that ELEX has offered other advance monthly payment terms, which Buyer has declined. Buyer agrees and understands that due to the nature of the services to be provided herein for the term of agreement, form an integral part of ELEX's anticipated profits and it would be difficult if not impossible to fix ELEX's actual damages if these payments are not made. All payments being payable on the first of the month as indicated herein.

03.06.12
120197

ADOPTED

TOWN OF RIVERHEAD

Resolution # 197

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE TO BIDDERS FOR
CORROSION CONTROL CHEMICAL (PO4)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Corrosion Control Chemical (PO4) in the March 15, 2012, issue of *The News-Review*; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **CORROSION CONTROL CHEMICAL (PO4)** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on March 26, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **BID #2012-19-RWD - CORROSION CONTROL CHEMICAL (PO4) - RIVERHEAD WATER DISTRICT**. All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

03.06.12
120198

ADOPTED

TOWN OF RIVERHEAD

Resolution # 198

**AUTHORIZES TOWN CLERK TO PUBLISH & POST A
NOTICE TO BIDDERS FOR WELL AND PUMP TESTING,
EVALUATION, REPORTING AND INFORMATION MANAGEMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for well and pump testing, evaluation, reporting and information management in the March 15, 2012, issue of *The News-Review*.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD PUBLIC NOTICE
REQUEST FOR BIDS**

Requests for Bid for well and pump testing, evaluation, reporting and information management for the Riverhead Water District's seventeen (17) wells and thirteen (13) boosters will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on March 26, 2012.**

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

All bids are to be submitted in a sealed envelope bearing the designation **BID #RWD-12-37 – WELL AND PUMP TESTING, EVALUATION, REPORTING AND INFORMATION MANAGEMENT – RIVERHEAD WATER DISTRICT.** All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 199

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
TO OBTAIN MEDICAL ARBITRATION SERVICES FROM
REHABILITATION MEDICINE ASSOCIATES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is desirous of utilizing professional medical services for the purpose of evaluating illnesses or injuries relating to or affecting an employee's job duties; and

WHEREAS, Rehabilitation Medicine Associates' employees, agents and/or subcontractors possess the required education, knowledge, and experience to perform professional medical evaluation.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute an agreement with Rehabilitation Medicine Associates in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Craig H. Rosenberg, MD, President and Medical Director, Rehabilitation Medicine Associates, P.O. Box 230, Islip, New York 11751; 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

MEDICAL ARBITRATION SERVICES AGREEMENT

THIS AGREEMENT (Agreement) is between the Town of Riverhead (hereinafter "Town"), a municipal corporation of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, 11901, and

REHABILITATION MEDICINE ASSOCIATES (hereinafter "RMA"), a corporation organized under the laws of the State of New York, having its principal place of business at 301 East Main Street, Bay Shore, New York 11706.

The parties hereto desire to make available to the Town the services of RMA to provide medical arbitration services for individuals referred by Town as described in Exhibits A thru C.

TERM OF AGREEMENT: Shall be March 7, 2012 through December 31, 2012.

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A through C, attached.

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

REHABILITATION MEDICINE ASSOCIATES

**By: _____
Craig H. Rosenberg, MD
President & Medical Director**

Date: _____

TOWN OF RIVERHEAD

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

Date: _____

EXHIBIT A

General Terms and Conditions

1. PROVIDER RESPONSIBILITIES

(a) The duties of RMA shall be to provide medical arbitration services for individuals referred by Town as more particularly described in this Exhibit A and Exhibits B through C attached to and made part of this Agreement.

(b) RMA shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. RMA specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform. Parties understand and agree that RMA, its employees, agents and subcontractors are not treating physicians and are not providing medical treatment for or to any town employee. Parties agree that RMA may order appropriate diagnostic tests when warranted regarding town employees referred for evaluation. RMA shall provide a written report to the Town for every diagnostic test so ordered which shall serve as the basis for payment.

2. INCONSISTENT PROVISIONS:

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such Exhibitor Amendments.

3. REPORTS:

RMA shall be responsible for issuing timely reports, both orally and in writing, to Town on the status pending and proposed activities. Such reports shall include those described in the Proposal and as the Town may reasonably require.

4. TERM AND TERMINATION:

(a) Term: This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

(b) Termination for Cause: This Agreement may be terminated in whole or in part in writing by either party in the event of failure by the other party to fulfill its obligations under this Agreement; provided that no such termination shall be effective unless RMA is given five (5) calendar days written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the other party prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the Town, RMA shall be given an additional five (5) days to cure any material failure to fulfill its obligations under this Agreement. In the event that Contractor has not cured any material failure to the satisfaction of the Town by the end of the combined ten (10) day period, the Town may issue a Termination Notice.

(c) Upon receipt of a termination notice pursuant to the foregoing paragraph, the parties shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

(d) Termination for Convenience:

(i) Town shall have the right to postpone, delay, suspend or terminate the services for which RMA is herein engaged at any time and for any reason deemed to be in Town's interest, provided that no such termination shall be effective unless RMA is given sixty (60) calendar days' written notice of Town's intent to terminate and furthermore Town issues a Termination Notice. In such event of termination, for Town's convenience, Town shall pay RMA for the services rendered through the date when notice of termination was received by RMA with an equitable adjustment of the fee. In the event of delay, postponement or suspension, RMA agrees that it shall only be entitled to a reasonable extension of time to complete the project and not to monetary compensation.

(ii) RMA shall have the right to postpone, delay, suspend or terminate the services for which RMA is herein engaged at any time and for any reason deemed to be in RMA's interest, provided that no such termination shall be effective unless Town is given sixty (60) days* written notice of RMA's intent to terminate and furthermore, RMA issues a Termination Notice. In such event of termination, for RMA's convenience, Town shall pay RMA for the services rendered through date when notice of termination was received by Town with an equitable adjustment of the fee. In the event of delay, postponement or suspension, RMA agrees that it shall only be entitled to a reasonable extension of time to complete the project and not to monetary compensation.

5. PAYMENT AND COMPENSATION:

(a) RMA shall prepare and present a claim form provided by the Town and approved for payment by the Town for services rendered by RMA. Payment of the claim shall be made within thirty (30) days unless said claim is rejected in writing. If the Town disputes the claim, the Town shall have ten (10) business days to reject said claim. If no such written rejection of the claim form is issued by the Town within ten (10) business days of receipt of the claim form, said claim form shall be deemed approved.

(b) RMA agrees that it shall be entitled to no more than the total cost of the Agreement as set forth on page one of this Agreement and as set forth in any amendments to this Agreement, for the completion of work, labor and services contemplated in this Agreement and amendments, and in full re-imbusement of all travel and other expenses of every nature and kind whatsoever, if reasonable, proper and warranted. RMA shall be entitled to additional compensation for other services provided the parties have amended this Agreement as regards the scope of such services and the cost of such services.

(c) Charges payable to RMA under this Agreement are exclusive of federal, state and local taxes. Town shall be exempt from payment of such taxes as a municipality.

Rate Sheet

Medical Examination (Initial & Follow-Up):	\$565.00 Per Hour
Functional Capacity Exams: Screening:	\$275.00
Two Hour Assessment:	\$400.00
Four Hour Assessment:	\$675.00
Related Diagnostics Services: Prevailing Hospital Charge or such other rates as may be negotiated, with the exception of the following tests, which shall be paid at the following rates:	
Radiographic Myelogram (Including Radiologists Interpretation): Cervical :	\$345.00
Lumbar:	\$460.00
Complete:	\$650.00
Electromyogram and Nerve Conduction Studies (All inclusive comprehensive service):	\$525.00/Extremity
Stress Testing (Including Cardiologist's Interpretation):	\$285.00
Electrocardiogram (Including Cardiologist's Interpretation):	\$195.00
CT Scan	\$485.00
Discogram	TBD
MRI	\$825.00
Laboratory Cardiac Profile Testing:	\$85.00
Laboratory Liver Function Testing:	\$135.00
Electroencephalogram:	\$175.00
Echocardiogram (Including Cardiologist's Interpretation):	\$265.00
Other Specialist Examinations:	\$325.00/Per Hour

REHABILITATION MEDICINE ASSOCIATES

P.O. Box 230

Islip, New York 11751-0230

Telephone: (631) 968-3100

Fax: (631) 968-3319

**RIVERHEAD POLICE DEPARTMENT
RATE SHEET 2014**

Medical (Medscope) Examination (Initial & Follow-Up) Review of Records and Report	\$ 580.00 Per Hour
Functional Capacity Exams: Two Hours Assessment	\$415.00
Electromyogram and Nerve Conduction Studies (All Inclusive comprehensive Service)	\$575.00
Other Specialist Examinations	\$390.00
CDP- Balance Test	\$550.00

Medical examinations will be charged and paid at the full rate if cancelled less than 72 business hours prior to scheduled examinations, excluding weekends and holidays.

6. (a) Medical Examinations will be charges and paid at the full rate if cancelled less than 2 business days prior to scheduled examination, excluding weekends and holidays, unless the cancellation is related to a medical issue concerning the examinee subject to documentation, in which case there will be no charge for the cancellation. If "block" Medical Examination periods are scheduled and not cancelled within 6 business days prior to the scheduled examinations date, they will be charges and paid at the full rate.

(b) The charges payable to RMA under this Agreement are exclusive of federal, state and local taxes.

(c) The acceptance by RMA of full payment of all billings made on the invoice shall operate as and shall be a release to Town from all claims and liability to RMA, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.

7. RATES FOR ADDITIONAL SERVICES

(a) Rates for additional services not set forth herein will be negotiated with the Town.

(b) Town shall provide time and fee estimates for any optional service requested by the Town before commencing any activity. The parties will agree in writing as to such fees.

8. CONTACT PERSONS:

(a) Any communication, notice, claim for payment, report or other submissions necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by Town or RMA or their designated representative at the following address or at such other address mat may be specified in writing by the parties:

For Town of Riverhead:

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

For RMA:

Craig H. Rosenberg, M.D.
President & Medical Director
PO Box 230 Islip, NY 11751

(b) Termination/Litigation

For the Town:

**Robert F. Kozakiewicz, Town Attorney
Riverhead Town Attorney's Office
200 Howell Avenue Riverhead, New York
11901 631-727-3200x605**

For the Contractor:

**Rehabilitation Medicine Associates
P.O. Box 230
Islip, New York 11751
631-968-3100**

(c) Each party shall give prompt written notice to the other party of the appointment of successor (s) to the designated contact person (s) or his or her designated successors.

(d) Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt at the addresses specified above or at such other addresses that may be specified in writing by either party.

9. INDEMNIFICATION FOR PERSONAL INJURY, TANGIBLE PROPERTY DAMAGE OR WRONGFUL DEATH:

(a) RMA shall indemnify and hold Town harmless from and against all claims, costs, judgments, liens, encumbrances and expenses, including reasonable attorneys' fees, for personal injury, tangible property damage or wrongful death arising out of the negligence or intentionally wrongful acts or omissions of RMA, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement and applicable Amendments.

(b) Town shall indemnify and hold harmless RMA, from and against all claims, costs, judgments, liens, encumbrances and expenses, including reasonable attorneys' fees, for personal injury, tangible property damage or wrongful death arising out of the acts or omissions or negligence of Town, its officers, agents or employees in connection with the services described or referred to in this Agreement and applicable Amendments.

10. INSURANCE:

(a) RMA agrees to procure and pay the entire premium for and maintain throughout the term of this Agreement, and applicable Amendments, insurance in the amounts and types specified by the Town. Unless otherwise specified by the Town and agreed to by RMA, in writing, such insurance will be as follows:

- (i) **Commercial General Liability Insurance.** RMA shall maintain a primary General Liability policy naming Town as an additional insured, having minimum limits of \$2,000,000.00 (Two Million) combined single limit for bodily injury and property damage per occurrence and aggregate.
- (ii) **Professional Liability Insurance.** In addition, RMA must maintain Professional Liability in an amount equal to \$1,300,000.00 (One Million Three Hundred Thousand) per each occurrence and \$3,000,000.00 (Three Million) in the aggregate.
- (iii) **Automobile Liability Insurance,** (if any vehicles are used in the performance of this Agreement) in an amount of \$300,000.00 combined single limit for bodily injury and property damage per occurrence.
- (iv) **Workmen's Compensation and Employer's Liability Insurance.** Shall comply with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall have furnished to the Town prior to its execution of this Agreement the documentation required by the State of New York Workers Compensation Board of coverage or exemption from coverage pursuant to Section 57 and 220 of the Workers Compensation Law. In accordance with General Municipal Law Section 108, this Agreement shall be void and of no effect unless RMA shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers Compensation Law.

(b) All said policies shall be for periods of not less than one year and shall contain a provision whereby the same cannot be canceled unless Town is given at least thirty (30) days prior written notice of such cancellation. RMA shall procure such insurance and pay for renewals of the same, as required. Insurance as specified herein must be maintained at all times during the life of this Agreement. Prior to the commencement of this Agreement, a Certificate of Insurance, acceptable to Town evidencing such coverages shall be furnished to Town.

(c) Insurance coverage shall be provided by an Insurance Company licensed as an "admitted Carrier" by the New York State Insurance Department and rated by "bests" at "A-" or better, or as otherwise deemed acceptable to Town.

(d) RMA shall furnish to the Town certificates of insurance evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and automobile liability insurance, said certificates shall name the Town of Riverhead as an additional insured. All such certificates or other evidence of insurance shall provide for the Town of Riverhead to be a certificate holder. RMA shall notify Town in writing thirty (30) days prior to any written notice of cancellation, non-renewal or material change (with the exception of professional liability insurance that is non-cancelable). Such certificates, policies, and notices shall be mailed to the Town at the address set forth in paragraph 8, entitled "Contact Persons", subparagraph b.

Subcontractors shall adhere to the above.

11. GRATUITIES:

RMA represents and warrants that it has not offered or given any gratuity to any official, employee or agent at the Town or 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

12. INDEPENDENT CONTRACTOR:

It is expressly agreed that RMA's status hereunder is that of an independent contractor. Neither RMA nor any person hired by RMA shall be considered employees of the Town for any purpose.

13. CONFLICT OF INTEREST

Neither RMA nor its employees may simultaneously represent other private clients in actions or proceedings against the Town, its agencies or Town employees in their official capacity, without the prior approval of the Town. The representation of any individual in a dispute concerning the legal relationship between the individual and the Town or its agencies would also create a conflict that may require disqualification. RMA is charged with the duty to disclose to the Town the existence of any material adverse interests. The duty shall continue so long as RMA is retained on behalf of the Town or its employees. The determination as to when a conflict exists shall ultimately be made by the Riverhead Town Attorney's Office after full disclosure is obtained.

14. NO DEFAULT

To the best of its knowledge, RMA warrants that it is not in arrears to the Town upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the Town.

15. NO ASSIGNMENT:

RMA shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to RMA under the terms of this Agreement, to any other person or corporation, without the prior consent of the Town.

16. SEVERABILITY:

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement, 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 this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. ENTIRE AGREEMENT:

It is expressly agreed that this instrument represents the entire Agreement of the parties and that all previous understandings are merged in this Agreement

18. NO ORAL CHANGES:

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

End of Text for Exhibit A.

EXHIBIT B

Description of Responsibilities

1. RESPONSIBILITIES OF RMA:

(a) Independent medical examinations conducted by RMA will be used to help Town and the Union resolve disputed cases of illnesses or injuries relating to or affecting an employee's job duties. It will be RMA's responsibility to:

(b) Determine whether a physical illness or injury suffered by the employee was incurred in the performance of his/her duties.

(c) Determine whether a current illness or injury is a recurrence or aggravation of prior injury, which occurred in the performance of the employee's duties.

(d) Determine whether an employee who incurred a totally disabling illness or injury as a result of the performance of the employee's duties has sufficiently recovered and is able to perform either temporary limited duty assignments or full duty.

(e) Upon determination that the employee is able to return to work, a facsimile of the physical condition and restrictions report will be sent to Town and Union.

(f) In a prompt and timely fashion submit documentation to Town and Union, suitable in format for use in the medical arbitration process.

(g) Make appointment times available for medical examinations, which will satisfy Town's and/or employee's needs under the medical arbitration process.

(h) Identify to Town and Union a single individual within RMA who will be authorized and responsible to communicate patient specific, therefore confidential, information.

(i) Deny any requests for information from unauthorized individuals and communicate only with the designated individuals.

(j) Assist Town and Union by providing any and all reasonable services related to the provision of medical arbitration services.

2. RESPONSIBILITIES OF TOWN:

(a) Convey information to employees referred to RMA for medical examination, which will facilitate the appointment scheduling process.

(b) Communicate with RMA about each employee being referred, to RMA for medical examination services, prior to initial patient contact.

(c) Provide RMA with all required clinical and related documentation for each referred patient, prior to the medical examination.

- (d) Provide RMA with a copy of a signed patient consent for release of medical information, subject to applicable laws regarding confidentiality of patient information, prior to the medical examination.**
- (e) Designate an individual who will be Town's contact person and sole communicant regarding all referred cases.**
- (i) Provide clear guidelines at all times regarding the desired format for documentation to be provided to Town.**
- (g) Supply any special forms required for completion as a part of the medical examination and billing process.**

End of Text for Exhibit B.

EXHIBIT C

**Incorporated by reference: Agreements between Town of Riverhead and Police Benevolent Association
and Superior Officers Association**

TOWN OF RIVERHEAD

Resolution # 200

55 SEGAL AVENUE, RIVERHEAD, NY
CHAPTER 96

BUDGET ADOPTION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

	FROM	TO
406.010010.411000.41080Real Property Taxes		\$3,750
406.086660.540000.41080Contractual Expenses \$3,000		
406.086660.549001.41080Administration Fee		\$750

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 201

AUTHORIZES TOWN SUPERVISOR AND TOWN ATTORNEY TO RECOVER UNCLAIMED FUNDS FROM NEW YORK STATE COMPTROLLER (REFERENCE NUMBER 11320410)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead seeks the recovery of unclaimed funds being held by the New York State Comptroller's Office.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Hold Safe and Harmless form and any other documents to recover the unclaimed fund set forth in the correspondence and enclosures dated February 25, 2012 from the New York State Comptroller's Office; and be it further

RESOLVED, that the Town Attorney is hereby authorized to undertake recovery of said unclaimed funds; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Town Attorney and the Financial Administrator; 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

THOMAS P. DINAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK, 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
OFFICE OF UNCLAIMED FUNDS



February 25, 2012
REFERENCE NUMBER: 11320410

TOWN OF RIVERHEAD
ROBERT F KOZAKIEWICZ
200 HOWELL AVE
RIVERHEAD, NY 119012596

DEAR ROBERT F KOZAKIEWICZ ,

Thank you for your letter concerning unclaimed funds held by this office.

In order to further process your claim, we will require the following documentation:

- The signature of the appropriate representative of TOWN OF RIVERHEAD on the attached Hold Harmless form.
- Proof of authorization to sign on behalf of TOWN OF RIVERHEAD.
- Attached is a listing of properties associated with this claim. Please review each of the properties, identify any item(s) that the company deems unclaimable and return the revised listing with the other required documents.

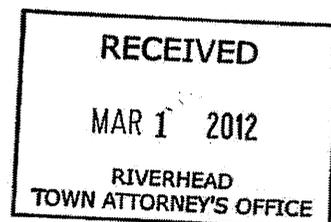
Please return the required documentation to the Office of Unclaimed Funds, 110 State Street, Albany, NY 12236. Include the "Reference Number" at the top of this letter with any correspondence regarding this claim. Please contact us if your address changes while this claim is in progress.

Visit our Web site at <http://www.osc.state.ny.us/ouf> for answers to frequently asked questions. If you need additional assistance, please call our Communication Center at 1-800-221-9311.

Sincerely,

A handwritten signature in cursive script that reads "Laurie H. Both".

Laurie H. Both
Manager, Claimant Services





STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
OFFICE OF UNCLAIMED FUNDS

Corporate Hold Harmless Form

February 25, 2012

REFERENCE NUMBER: 11320410

In consideration of the payment of this claim, I/we will reimburse to the Office of the State Comptroller and the State of New York the amount due to any additional persons who are entitled to these funds. Under penalty of perjury, I certify that the information on this affidavit is true and correct and that the number shown on this affidavit is the correct Taxpayer Identification Number.

SIGNATURE OF OFFICER

ORGANIZATION NAME

TAXPAYER IDENTIFICATION NUMBER

DAYTIME TELEPHONE NUMBER

EMAIL ADDRESS (If available)

SWORN TO BEFORE ME THIS _____

DAY OF _____, 20_____

NOTARY PUBLIC

NYS PERSONAL PRIVACY PROTECTION LAW NOTIFICATION: In accordance with the requirements of the NYS Personal Privacy Protection Law, you are advised that the personal information requested on this form is being requested by the NYS Comptroller's Office of Unclaimed Funds (OUF). The OUF is authorized to collect this information under the Comptroller's authority under Section 1406 of the NYS Abandoned Property Law to process claims to abandoned property. Please note that the disclosure of your Social Security Number and Date of Birth on this form is completely voluntary and your claim will be processed even if your Social Security Number and/or Date of Birth is not disclosed. However, in certain cases the Comptroller is required to report the transaction, including your Social Security Number, to the Internal Revenue Service and other taxing authorities. If we determine that your claim is subject to such a requirement, and you do not provide your Social Security Number at this time, we will require that you provide such information prior to payment. The personal information that is being requested, including your Social Security Number and Date of Birth, will be used by the OUF to verify your identity and your entitlement to the property being claimed. Your failure to provide this personal information may result in further processing time for your claim, and could, in some circumstances, result in denial of the claim where you are not otherwise able to document your identity or entitlement to the property held by the OUF. The personal information being provided will be maintained in the Unclaimed Funds Processing System which is under the direction of the Director of Services of the OUF, 110 State Street, Albany, NY 12236.

FOR ASSISTANCE TELEPHONE - 1-800-221-9311

<http://www.osc.state.ny.us/ouf>



**CLAIM PROPERTY LISTING REPORT
FOR BUSINESS ENTITIES
New York State Office of Unclaimed Funds
February 25, 2012
REFERENCE NO. - 11320410**

ACCOUNT TITLE: RIVERHEAD WATER DISTRICT
REPORTER NAME: MERCHANTS MUTUAL INSURANCE CO
DORMANCY DATE: 04/04/1989
YEAR REPORTED: 1993
ACCOUNT NO.: 2438680-001
PROPERTY TYPE: AMTS DUE UNDER POLICIES OTHER THAN LIFE
AMOUNT CLAIMED: \$682.36

ACCOUNT TITLE: TOWN OF RIVERHEAD RE
REPORTER NAME: KMART CORP
DORMANCY DATE: 01/19/2004
YEAR REPORTED: 2008
ACCOUNT NO.: 00000000000060160554
PROPERTY TYPE: OUTSTANDING CHECKS ISSUED TO VENDORS
AMOUNT CLAIMED: \$29.24

ACCOUNT TITLE: TOWN OF RIVERHEAD
REPORTER NAME: CINTAS CORP
DORMANCY DATE: 09/14/2004
YEAR REPORTED: 2008
ACCOUNT NO.: FIFTH2919469
PROPERTY TYPE: OUTSTANDING CHECKS ISSUED TO VENDORS
AMOUNT CLAIMED: \$75.00

ACCOUNT TITLE: RIVERHEAD RECEIVER OF TAXES WATER
REPORTER NAME: ONLINE RESOURCES CORP
DORMANCY DATE: 01/14/2003
YEAR REPORTED: 2008
ACCOUNT NO.: 0000000000000000610
PROPERTY TYPE: OUTSTANDING CHECKS ISSUED TO VENDORS
AMOUNT CLAIMED: \$146.70

ACCOUNT TITLE: TOWN OF RIVERHEAD
REPORTER NAME: CSC HOLDINGS INC & SUBS
DORMANCY DATE: 01/18/2001
YEAR REPORTED: 2008
ACCOUNT NO.: CORP-CSC HOLDING5993
PROPERTY TYPE: AMTS DUE FOR UNDELIVERED GOODS/SERVICES
AMOUNT CLAIMED: \$6,575.00



ACCOUNT TITLE: TOWN OF RIVERHEAD POLICE DEPARTMENT
REPORTER NAME: EVEREADY INSURANCE CO
DORMANCY DATE: 08/30/2006
YEAR REPORTED: 2010
ACCOUNT NO.: 00000000000000140613
PROPERTY TYPE: AMTS DUE UNDER POLICIES OTHER THAN LIFE
AMOUNT CLAIMED: \$3.50

ACCOUNT TITLE: TOWN OF RIVERHEAD RECEIVER OF TAXES
REPORTER NAME: NEW YORK STATE DIVISION OF THE TREASURY
DORMANCY DATE: 04/30/2010
YEAR REPORTED: 2011
ACCOUNT NO.: 78496569A
PROPERTY TYPE: NYS UNCASHED CHECKS
AMOUNT CLAIMED: \$25.30



TOWN OF RIVERHEAD

Resolution # 202

DENIES A GRIEVANCE FILED BY A MEMBER OF THE RIVERHEAD P.B.A.

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board is in receipt of a grievance, in writing, from the Riverhead P.B.A. regarding vacation leave; and,

WHEREAS, the Town Board has considered the grievance in Executive Session and has completed its deliberation of said grievance.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby denies the grievance because it does not establish a breach of contract; and,

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to mail a copy of this resolution to the aggrieved employee, the Riverhead P.B.A. 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 certified copy of same from the Office of the Town Clerk.

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter Yes No

The resolution was thereupon duly declared adopted.

TOWN OF RIVERHEAD

Resolution # 203

**ADOPTS SEQRA FINDINGS REGARDING THE SPECIAL PERMIT PETITIONS OF
JUL-BET ENTERPRISES, LLC (VILLAGE AT JAMESPORT)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by application dated July 5, 2007, Jul-Bet Enterprises did petition the Riverhead Town Board for the granting of special use permits to allow the development of "professional office" and "bistro" land uses upon real property located at New York State Route 25, Jamesport, New York, such real property more particularly described as Suffolk County Tax Lot Number 0600-068-1-35; and

WHEREAS, a public hearing on the merits of the special use permit was held by the Riverhead Town Board on January 15, 2007; and

WHEREAS, by application dated October 25, 2005, Jul-Bet Enterprises did petition the Town of Riverhead Town Board for site plan approval at the aforementioned premises, pursuant to Article XXVI of the Town of Riverhead Zoning Ordinance; and

WHEREAS, by Resolution No. 948, of 2011, the Riverhead Town Board, as Lead Agency, did accept a Final Environmental Impact Statement on these actions as adequate for agency decision-making and findings requirements; and

WHEREAS, the Riverhead Town Board has carefully considered the merits of the special use permit petitions, the report of the Riverhead Planning Department, the report of the Riverhead Planning Board, the report of the Suffolk County Planning Commission, the relevant Draft Environmental Impact Statement (DEIS), the commentary heard at the hearing held upon the DEIS, the relevant Final Environmental Impact Statement, as well as all other planning, zoning and environmental information; and

WHEREAS, the Planning Department has prepared a draft findings statement pursuant to 6NYCRR Part 617; and

WHEREAS, the Riverhead Planning Board is considered to be an involved agency in the Action and that a separate and distinct Findings Statement pursuant to 6NYCRR Part 617 is contemplated; now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board hereby adopts the attached Findings Statement which serves to mitigate those potential significant adverse impacts associated with the proposed specially permitted uses; and

BE IT FURTHER

RESOLVED, that a copy of this resolution be forwarded to the Town Attorney, the Planning Department and Charles Cuddy, Esq., as attorney for the applicant and a copy be scanned onto the Town Hall Share Drive for future reference.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

State Environmental Quality Review FINDINGS STATEMENT

Pursuant to Article 8 of the New York Environmental Conservation Law and 6 New York Codes, Rules and Regulations Part 617, the Town Board of the Town of Riverhead, as Lead Agency, hereby makes the following Findings Statement.

Name of Action: Special Use Permit Petitions of Jul-Bet, LLC

Lead Agency: Town of Riverhead
Town Board
200 Howell Avenue
Riverhead, NY 11901

Contact Person: Richard W. Hanley, Planning Director

Date Final EIS Filed: July 29, 2011

Introduction: This Findings Statement has been prepared pursuant to the requirements of the 6NYCRR Part 617.9 which requires that no lead agency shall make a decision upon an action which has been subject to the preparation of an Environmental Impact Statement until such time as a Finding Statement has been prepared stating the facts and conclusions incorporated in the Final Environmental Impact Statement. In order to meet this requirement, the Riverhead Town Board has prepared these Findings related to the significant issues identified in the relevant Final Environmental Impact Statement.

Description of Action: The proposed action consists of special use permit petitions to allow the construction of 17,000 square feet of professional office space and 8,000 square feet of bistro space as part of project known as "Village of Jamesport" which proposes the development of 9.712 acre unoccupied site situated on the north side of New York State Route 25 in the hamlet of Jamesport, Town of Riverhead consisting of 10 mixed use commercial buildings ranging in size from 4,000 to 5,000 square feet organized in a campus style configuration. The total gross floor area of the 10 buildings is 42,000 square feet, with 17,000 square feet of retail, 17,000 square feet of professional office space and 8,000 square feet of bistro/café space.

This Findings Statement is limited to the environmental impact of the specially permitted uses (professional office space and bistro/café) as opposed to the as of right permitted uses. The review of the environmental impact of the entire proposed action known as "Village of Jamesport" will be addressed by the Town of Riverhead Planning Board which has jurisdiction over site plan applications.

Vehicular access to the development would be from New York State Route 25 to a parking area of 226 parking stalls with an impervious surface area of 170,668 square feet.

Landscaped areas total 234,135 square feet which equates to 55.3 percent of the total site area.

Location of Action: The projected is located at the north side of New York State Route 25, Jamesport, New York, such real property more particularly described as Suffolk County Tax Lot No. 0600-068-1-35

Permits and Approvals Required:

Special Permit (s) for professional offices and bistros	Town of Riverhead Town Board
Site Plan Approval	Town of Riverhead Planning Board
Area Variance (Impervious Surface)	Town of Riverhead Zoning Board of Appeals
Water Connection	Riverhead Water District
Sanitary Flow	Suffolk County Department of Health Services
Site Plan Referral	Suffolk County Planning Commission
Highway Work Permit	New York State Department of Transportation

Potential significant adverse impacts: The following is a compilation of the potentially significant adverse impacts which the Action poses to either the natural or social environment as identified in scoping of the Action as well as in public hearings and appearances made by the petitioner before the Riverhead Town Board:

- (i) Impacts to soils and topography
- (ii) Impacts to water resources
- (iii) Impacts to terrestrial ecology
- (iv) Impacts to land use, zoning, growth and community character
- (v) Impacts to transportation and parking
- (vi) Impacts to noise and odors
- (vii) Impacts to socio-economics
- (viii) Impacts to community services and facilities

Facts, conclusions and mitigation measures contained within the EIS relied upon to support the Lead Agency decision: The following is a synopsis of the conclusions realized by the Lead Agency with respect to the environmental impacts associated with the issuance of special use permits for professional offices and bistro land uses. These conclusions are based

upon a review of the DEIS, the FEIS, public commentary, as well as all other relevant planning, zoning and environmental information.

1. Impacts to soils and topography.

There is no difference between the proposed action and the alternative of an identically sized development where no special permit was required as to the impact to soils and topography.

2. Impacts to water resources.

The proposed action would use an estimated 4,615 gpd of potable water while an identically sized development with no specially permitted uses could be expected to use 1,260 gpd of potable water. Water for irrigation for both the proposed action and the alternative are estimated at 2,429 gpd. The proposed action has a sewage discharge volume of 4,615 gpd while the alternative has a sewage discharge volume of 1,260 gpd. The sewage discharge volumes for the proposed action and the alternative are within the maximum permissible sanitary flow of 5,827 gpd. The wastewater flow associated with the proposed action is in conformance with Article 6 of the Suffolk County Sanitary Code

3. Impacts to terrestrial ecology.

There is no difference in the impact to terrestrial ecology between the proposed action and an alternative development that contained no specially permitted uses.

4. Impacts to land use, zoning, growth and community character.

Both the proposed action and an identically sized development with no specially permitted uses would be consistent with the Town of Riverhead Comprehensive Plan. However, the Comprehensive Plan recommends sit down restaurants and cafés in “downtown Jamesport” to build upon the established niche of antique stores. The alternative identically sized development with no specially permitted uses would not realize the recommendation for restaurants and cafés in “downtown Jamesport.”

It is the conclusion of the Lead Agency that the proposed action is more consistent with the recommendations of the Comprehensive Plan than the alternative identically sized development with no specially permitted uses.

5. Impacts to transportation and parking.

Transportation

According to the “Trip Generation, 8th Edition” as published by the Institute of Transportation Engineers, the project, as proposed, is expected to generate motor vehicles trip ends as demonstrated by the following table.

<u>Land Use</u>	<u>Trip Ends AM Peak Hour</u>	<u>Trip Ends PM Peak Hour</u>	<u>Trip Ends Saturday Peak Hour</u>
Retail (17,000 sq. ft.)	17	64	84
Professional Office (8,500 sq. ft.)	13	13	4
Medical Office ((8,500 sq. ft.)	20	30	32
Bistro/Café (8,000 sq. ft.)	7	60	87
Totals	57	167	207
Grand Total	431 Trip Ends		

In comparison, an as of right build out of exclusively retail space would result in the following expected motor vehicle trip ends:

Land Use	Trip Ends AM Peak Hour	Trip Ends PM Peak Hour	Trip Ends Saturday Peak Hour
Retail (42,000 sq. ft.)	42	157	205
Grand Total	404 Trip Ends		

In conclusion, it is a finding of the Lead Agency that the granting of the special use permits for both the professional office and bistro/café land uses would result in a marginal (6.2%) increase in expected motor vehicle trip ends from that expected to be generated from the as of right and permitted retail land use. This marginal increase is not considered to be a significant adverse environmental impact to the social environment.

Parking

The as of right retail development of the subject property would require the construction of 210 parking stalls as demonstrated by the table below:

Land Use	Maximum Lot Coverage	Rate	Total Stalls
Retail	42,000 sq. ft.	1 stall/200 sq. ft.	210

In comparison, the project with the development of the proposed special permit uses would result in required parking as depicted in the following table:

Land Use	Maximum Lot Coverage	Rate	Total Stalls
Retail	17,000 sq. ft.	1 stall/200 sq. ft.	85
Professional Office	8,340 sq. ft.	1 stall/150 sq. ft.	56
Medical Office	8,600 sq. ft.	1 stall/150 sq. ft.	57
Bistro/Café	8,000 sq. ft. (100 seats)	1 stall/3 seats	33
TOTAL:			231

In conclusion, it is a finding of the Lead Agency that the granting of the proposed special permits would result in a marginal (10%) increase in required parking stalls; such marginal increase not considered to be a significant adverse impact to either the natural or social environment. Further, it is contemplated by the Lead Agency that the total number of parking stalls will be reduced as a result of site plan review via the shared parking provisions of Chapter 108, Section 108-60 of the Riverhead Zoning Ordinance (Off-Street Parking).

6. Impacts relating to noise and odors.

Noise

The bistro use could possibly create unacceptable noise levels upon adjacent properties emanating from mechanical equipment supporting buildings as well as from live entertainment.

It is the finding of the Lead Agency that potentially unacceptable noise levels associated with building operations could be mitigated by requiring mechanical equipment to be located within buildings and to require deliveries and trash removal to occur between 7:00 a.m. and 8:00 p.m. as required by the Town of Riverhead Noise Control Local Law (Chapter 81). Further, unacceptable noise associated with live entertainment could be mitigated through the special use permit to require that all live entertainment to occur within the building and by establishing hours within which such entertainment could occur.

An identically sized development with no specially permitted uses would result in a full retail operation at the site. The elimination of professional offices, which are not be expected to operate during weekend hours, would result in elevated noise levels on Saturday and Sunday due to the operation of a full retail development. It is the finding of the Lead Agency that the proposed professional offices would result in less noise during weekend hours than the alternative full retail development.

Odors

The operation of a restaurant (bistro) use generally emits food odors which are not typically offensive to adjacent properties. It is a finding of the Lead Agency that impacts associated with

odors from Bistros' could be mitigated through the construction of exhaust systems and the location of the Bistros' as far as possible from existing residential receptors.

7. Impacts to community services and facilities/socio-economics.

Both the proposed action and an identical development with no specially permitted uses would generate additional property taxes but would not generate school age children. Both plans would require the same level of police fire and ambulance services.

Certification of findings to approve: having considered the Draft and Final EIS and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR Part 617.11; this statement of findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;
2. Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the action is one which avoids or minimizes adverse impacts to the maximum extent practicable and that adverse environmental impacts will be avoided or mitigated by incorporating conditions to the decision those mitigation measures which were identified in this findings statement for practicability.

TOWN OF RIVERHEAD

Resolution # 204

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #12-08 March1, 2012 (TBM 3/6/12)				
FUND NAME			3/1/2012	GRAND TOTALS
GENERAL FUND	1		226,635.12	226,635.12
POLICE ATHLETIC LEAGUE	4		4,357.50	4,357.50
RECREATION PROGRAM FUND	6		511.00	511.00
HIGHWAY FUND	111		68,925.24	68,925.24
WATER DISTRICT	112		31,015.64	31,015.64
RIVERHEAD SEWER DISTRICT	114		32,769.90	32,769.90
REFUSE & GARBAGE COLLECTION DI	115		5,340.30	5,340.30
STREET LIGHTING DISTRICT	116		16,856.96	16,856.96
PUBLIC PARKING DISTRICT	117		151.00	151.00
BUSINESS IMPROVEMENT DISTRICT	118		137.95	137.95
AMBULANCE DISTRICT	120		6,543.66	6,543.66
EAST CREEK DOCKING FACILITY FU	122		288.58	288.58
CALVERTON SEWER DISTRICT	124		362.00	362.00
RIVERHEAD SCAVANGER WASTE DIST	128		1,506.41	1,506.41
RISK RETENTION FUND	175		53,362.56	53,362.56
MAIN STREET REHAB PROGRAM	177		2,996.25	2,996.25
TOWN HALL CAPITAL PROJECTS	406		92,503.58	92,503.58
TRUST & AGENCY	735		146,295.42	146,295.42
CALVERTON PARK - C.D.A.	914		66,344.50	66,344.50
TOTAL ALL FUNDS			756,903.57	756,903.57

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 # 204

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #12-07 February 23, 2012 (TBM 3/6/12)				
FUND NAME			2/23/2012	GRAND TOTALS
GENERAL FUND	1		1,045,994.59	1,045,994.59
RECREATION PROGRAM FUND	6		7,927.57	7,927.57
HIGHWAY FUND	111		137,521.77	137,521.77
WATER DISTRICT	112		384,628.89	384,628.89
RIVERHEAD SEWER DISTRICT	114		23,652.27	23,652.27
REFUSE & GARBAGE COLLECTION DI	115		213,590.38	213,590.38
STREET LIGHTING DISTRICT	116		11,783.04	11,783.04
PUBLIC PARKING DISTRICT	117		24,893.59	24,893.59
BUSINESS IMPROVEMENT DISTRICT	118		42,564.12	42,564.12
AMBULANCE DISTRICT	120		8,758.91	8,758.91
EAST CREEK DOCKING FACILITY FU	122		1,819.49	1,819.49
CALVERTON SEWER DISTRICT	124		855.83	855.83
RIVERHEAD SCAVANGER WASTE DIST	128		41,797.06	41,797.06
MAIN STREET REHAB PROGRAM	177		29,570.00	29,570.00
CDBG CONSORTIUM ACOUNT	181		717.87	717.87
GENERAL FUND DEBT SERVICE	384		52,527.78	52,527.78
TOWN HALL CAPITAL PROJECTS	406		4,052.50	4,052.50
TRUST & AGENCY	735		1,204,436.39	1,204,436.39
COMMUNITY PRESERVATION FUND	737		5,736.92	5,736.92

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted