

OCTOBER 6, 2015

CDA RESOLUTION LIST:

CDA

Res. #13 A RESOLUTION CALLING A PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT AGENCY'S DESIGNATION OF LUMINATI AEROSPACE LLC AND 400 DAVID COURT LLC AS A QUALIFIED AND ELIGIBLE SPONSOR UNDER A RUNWAY USE AGREEMENT FOR THE EASTERLY RUNWAY AND ASSOCIATED TAXIWAY AND TIE-DOWN AREA, CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN (1998) AND AUTHORIZES THE PUBLICATION OF PUBLIC NOTICE

TOWN BOARD RESOLUTION LIST:

- Res. #687 RIVERHEAD CENTRAL SCHOOL DISTRICT WATER CAPITAL PROJECT #30128 BUDGET ADJUSTMENT
- Res. #688 SCAVENGER WASTE DISTRICT BUDGET ADJUSTMENT
- Res. #689 STONELEIGH RETIREMENT COMMUNITY PHASE IV WATER CAPITAL PROJECT #30123 BUDGET ADJUSTMENT
- Res. #690 RIVERHEAD WATER DISTRICT BUDGET ADJUSTMENT
- Res. #691 AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PAINT FOR THE TOWN OF RIVERHEAD
- Res. #692 AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PROPANE FUEL FOR THE TOWN OF RIVERHEAD
- Res. #693 AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPECIALTY VEHICLE FOR THE TOWN OF RIVERHEAD HUMAN RESOURCE CENTER
- Res. #694 AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR WORK CLOTHES FOR THE TOWN OF RIVERHEAD
- Res. #695 EXTENDS BID CONTRACT FOR AUTO/TRUCK REPAIRS 2015
- Res. #696 AUTHORIZES THE CREATION AND APPOINTMENT OF MEMBERS TO A MOBILE/MANUFACTURED HOME ADVISORY TASK FORCE
- Res. #697 APPOINTS MEMBERS TO THE TOWN OF RIVERHEAD MOBILE/MANUFACTURED HOME ADVISORY TASK FORCE
- Res. #698 ACCEPTS THE RESIGNATION OF A PRINCIPAL ACCOUNTANT
- Res. #699 APPOINTS A PART-TIME POLICE OFFICER

- Res. #700 RATIFIES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO TASER INSTRUCTOR RECERTIFICATION
- Res. #701 RATIFIES THE APPOINTMENT OF A CALL-IN BUS DRIVER TO THE RECREATION DEPARTMENT
- Res. #702 ACCEPTS HIGHWAY SUPERINTENDENT'S PERSONNEL REPORT & REQUEST FOR TOWN BOARD RESOLUTION TO EFFECTUATE PERSONNEL REQUEST
- Res. #703 APPROVES AGRICULTURAL WORKER HOUSING FOR ELIZABETH B. SCHAFFNER PURSUANT TO §108-64.4
- Res. #704 AUTHORIZES THE ACCEPTANCE OF A SECURITY FOR BROWNING HOTEL PROPERTIES LLC FOUNDATION
- Res. #705 ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (Addition of Article XXV. Farm Stand Review)
- Res. #706 ADOPTS ALCOHOL POLICY FOR THE TOWN OF RIVERHEAD
- Res. #707 ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE Article VI: Agriculture Protection Zoning Use District (APZ)
- Res. #708 AUTHORIZES THE SUPERVISOR TO EXECUTE LEASE RENEWAL AGREEMENT AUTHORIZING THE TOWN TO LEASE A VEHICLE FROM SUFFOLK COUNTY OFFICE FOR THE AGING FOR TRANSPORTATION SERVICES FOR ELDERLY RESIDENTS
- Res. #709 AUTHORIZES CUSHMAN & WAKEFIELD OF LONG ISLAND, INC. FOR MARKETING, SALE OR LEASE OF 542 EAST MAIN STREET (SCTM #600-129-3-35.2) KNOWN AS EAST LAWN BUILDING
- Res. #710 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT EVO EZPAY, LLC, AND SYSTEMS EAST, INC.
- Res. #711 EXTENDS LICENSE AGREEMENT, NUNC PRO TUNC, WITH BISHOP MCGANN MERCY HIGH SCHOOL FOR USE OF 127 MCDERMOTT AVENUE (RENUMBERED 30 MCDERMOTT AVENUE), RIVERHEAD, NY FOR OUTDOOR STORAGE OF ROWING BOATS
- Res. #712 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 46 ENTITLED "ALCOHOLIC BEVERAGES" OF THE RIVERHEAD TOWN CODE
- Res. #713 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER ADOPTING A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND SET FORTH IN ARTICLE TWO §3-c OF THE GENERAL MUNICIPAL LAW

- Res. #714 AUTHORIZES THE TOWN OF RIVERHEAD SENIOR CITIZEN ADVISORY COUNCIL TO FACILITATE AN INVITATION TO THE DOWNTOWN RIVERHEAD BUSINESS COMMUNITY LOCATED WITHIN THE BUSINESS IMPROVEMENT DISTRICT TO PARTICIPATE IN A "SENIOR CITIZEN DISCOUNT WEEK", DECEMBER 6-12, 2015, INCLUSIVE
- Res. #715 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A PUBLIC HEARING REGARDING AN ALLEGED UNSAFE STRUCTURE LOCATED AT 307 GRIFFING AVENUE, RIVERHEAD, SUFFOLK COUNTY, NEW YORK, SCTM# 600-128-3-19 PURSUANT TO CHAPTER 54 OF THE RIVERHEAD TOWN CODE
- Res. #716 AMENDS RESOLUTION 671-2015 AND INCORPORATES ADDITIONAL ROAD AS A TOWN OF RIVERHEAD 189 ROAD (Adds Hickory Lane, Baiting Hollow)
- Res. #717 AUTHORIZES THE SUPERVISOR TO EXECUTE AIRCRAFT LOAN AGREEMENT WITH THE DEPARTMENT OF THE NAVY (F-14 A Tomcat & A-6 Intruder)
- Res. #718 AUTHORIZES AGREEMENT BETWEEN TANGER PROPERTIES LIMITED PARTNERSHIP AND THE TOWN OF RIVERHEAD IN CONNECTION WITH 2015 BLACK FRIDAY SALES & DECEMBER 2015 HOLIDAY SALES (Utilize parking police personnel and police cars)
- Res. #719 AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 93 ENTITLED "SUNDAY ACTIVITIES" OF THE RIVERHEAD TOWN CODE
- Res. #720 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENT TO CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (Village Center – Microbreweries)
- Res.# 721 RATIFIES AGREEMENT BETWEEN TANGER PROPERTIES LIMITED PARTNERSHIP AND THE TOWN OF RIVERHEAD IN CONNECTION WITH LABOR DAY SALES (Utilize parking police personnel and police cars)
- Res. #722 AUTHORIZES RETENTION OF THE LAW FIRM OF SINNREICH, KOSAKOFF & MESSINA LLP AS SPECIAL COUNSEL TO INSTITUTE LEGAL ACTION AGAINST THE OWNERS OF PROPERTY DESCRIBED AS 4070 MIDDLE COUNTRY ROAD, CALVERTON ALSO DESCRIBED AS SCTM # 0600-98-1-16.5
- Res. #723 AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE TO BIDDERS FOR CALCIUM HYPOCHLORITE TABLETS FOR THE RIVERHEAD WATER DISTRICT

- Res. #724 AUTHORIZATION TO DISCARD FIXED ASSETS (Computer Towers, Monitors, Laptops, Peripherals)
- Res. #725 PAYS BILLS
- Res. #726 RATIFIES EXECUTION SUFFOLK COUNTY GRANT FOR FISCAL YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
- Res. #727 AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR PUBLIC HEARING REGARDING US HUD COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") 2016 FUNDS

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 13

A RESOLUTION CALLING A PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT AGENCY'S DESIGNATION OF LUMINATI AEROSPACE LLC AND 400 DAVID COURT LLC AS A QUALIFIED AND ELIGIBLE SPONSOR UNDER A RUNWAY USE AGREEMENT FOR THE EASTERLY RUNWAY AND ASSOCIATED TAXIWAY AND TIE-DOWN AREA, CONSISTENT WITH THE GOALS AND OBJECTIVES OF THE CALVERTON ENTERPRISE PARK URBAN RENEWAL PLAN (1998) AND AUTHORIZES THE PUBLICATION OF PUBLIC NOTICE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") is the owner of the parcel of land, together with the buildings located thereon formerly known as the Naval Weapons Industrial Reserve Plant and commonly known as the EPCAL Property located on the south side of Middle Country Road (NYS Route 25), north of Grumman Boulevard, east of Wading River Manor Road, and approximately 5,900 feet west of Edwards Avenue, Hamlet of Calverton, Town of Riverhead, New York; and

WHEREAS, LUMINATI AEROSPACE LLC and its affiliate, 400 DAVID COURT LLC, both limited liability companies formed under the laws of the State of New York has submitted to the Agency a proposal for entering into a runway use agreement with the Agency for the use of the eastern runway and associated taxiway and tie-down area located at EPCAL property and the Agency is considering designating LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC, as the "qualified and eligible sponsor (the "Sponsor")", pursuant to Section 507 (2) (c) and (d) of the General Municipal Law and in accordance with the established rules and procedures of the Agency, consistent with the uses permitted at EPCAL; and

WHEREAS, by resolution of the Town Board, the Riverhead Development Corporation no longer has an initial review function with respect to proposals affecting the EPCAL property; and

WHEREAS, the agency is considering entering into a runway use agreement with LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC, a copy of a draft of which is on file in the Office of the Town Clerk of the Town of Riverhead and is available for public inspection during regular business hours, which Agreement provides for the rental price of no less than \$31,810 per annum, subject to an annual cost of living increase. The initial term shall be for ten years and with LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC having the option to extend the agreement for up to two additional ten year terms. During the term of the Agreement, LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC shall be responsible for maintaining the runway, taxiway and tie-down areas.; and

WHEREAS, Section 507(2)(d) of the General Municipal Law requires that a public hearing, following at least ten (10) days public notice, be held by the Agency on the question of designating LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC the Sponsor for the purposes of entering into the runway use agreement; and

WHEREAS, the Agency now desires to call a public hearing on the designation of LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC as the Sponsor for the aforementioned runway use agreement;

NOW, THEREFORE BE IT RESOLVED, A public hearing will be held at the Riverhead Town Hall, 200 Howell Street, Riverhead, New York on October 20, 2015 at 7:00 pm, prevailing time, on the question of designating LUMINATI AEROSPACE LLC and 400 DAVID COURT LLC the Sponsor for purposes of entering into a runway use agreement with the Town of Riverhead Community Development Agency (CDA) for the use of the eastern runway, taxiway and tie-down area located at the EPCAL property and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and it is further

RESOLVED, that the Town Clerk's publication of the attached notice of public hearing in the October 8, 2015 edition of the *News Review*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in and available to residents to the Town, is hereby ratified. Such publication has been made no less than ten (10) days before the date designated for the public hearing. The Clerk is further authorized and directed to cause a copy of such notice of public hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the public hearing; and it is further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, Attn: Frank A. Isler, Esq., 456 Griffing Avenue, Riverhead, NY; Robert J. Hasday, Esq. by email: RJHasday@duanemorris.com; Steven J. McGiff, Esq. by email: mcgiff@mcgiffhalverson.com 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Notice of Public Hearing
Town of Riverhead Community Development Agency
Town of Riverhead, Suffolk County, New York

NOTICE IS HEREBY GIVEN, that the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency") will hold a public hearing at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York on October 20, 2015 at 7:00pm, prevailing time, for the purpose of considering whether Luminati Aerospace LLC, and its affiliate, 400 David Court LLC should be designated the "qualified and eligible sponsor" for purposes of entering into a runway use agreement with the Town of Riverhead Community Development Agency (CDA) for the use of the eastern runway, taxiway and tie-down area located at the Enterprise Park in Calverton (EPCAL) for a rental price of no less than \$ 31,810 per annum, subject to an annual cost of living increase. The initial term shall be for ten years and with Luminati Aerospace LLC, and 400 David Court LLC having the option to extend the agreement for up to two additional ten year terms. During the term of the Agreement, Luminati Aerospace LLC, and 400 David Court LLC shall be responsible for maintaining the runway, taxiway and tie-down areas. A draft of the proposed agreement is on file in the office of the Town Clerk of the Town of Riverhead and is available for public inspection during regular business hours.

At said public hearing, the Community Development Agency will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
October 6, 2015

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD AS THE
GOVERNING BODY OF THE TOWN OF
RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY.

Diane Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 687

RIVERHEAD CENTRAL SCHOOL DISTRICT
WATER CAPITAL PROJECT #30128

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, funds have been received from the Riverhead Central School District for the installation of a fire hydrant at the Pulaski Street School.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30128	Developer Fees	25,462.34	
412.083200.543014.30128	Utility Installation		25,462.34

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

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 688

SCAVENGER WASTE DISTRICT

BUDGET ADJUSTMENT

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment to cover the cost of chemicals for the remainder of the year in the Scavenger Waste District.

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

	<u>FROM</u>	<u>TO</u>
128.081890.541416 Replacement & Improvements	15,000	
128.081890.542503 Chemicals		15,000

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

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 689

STONELEIGH RETIREMENT COMMUNITY PHASE IV
WATER CAPITAL PROJECT # 30123

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, additional funds have been received from the developer to cover additional engineering fees.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30123	Developer Fees	3,200	
412.083200.543501.30123	Professional Svcs - Engineering		3,200

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

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 690

RIVERHEAD WATER DISTRICT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Water is requesting a budget adjustment to cover Suffolk County Water Authority Water bills at Dogwood Drive and Meroke Road.

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

	<u>FROM</u>	<u>TO</u>
112.012140.465110 Metered Water Sales	30,000	
112.083200.546400 Utilities - Water		30,000

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

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 691

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

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PAINT for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 15, 2015 issue of the News Review.

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the purchase of **PAINT** will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until **2:10 p.m. November 6, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **October 15, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "**PAINT**". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and attached to the bid form.

The Town Board reserves the right and responsibility to reject any and 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 RIVERHEAD TOWN
BOARD OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 692

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

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PROPANE FUEL for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 15, 2015 issue of the News Review.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the purchase of **PROPANE FUEL** will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until **2:15 p.m. November 6, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **October 15, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "**PROPANE FUEL**". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and attached to the bid form.

The Town Board reserves the right and responsibility to reject any and 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 RIVERHEAD TOWN
BOARD OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 693

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPECIALTY VEHICLE
FOR THE TOWN OF RIVERHEAD HUMAN RESOURCE CENTER**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SPECIALTY VEHICLE FOR THE TOWN OF RIVERHEAD HUMAN RESOURCE CENTER and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 15, 2015 issue of the News Review.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the purchase of a **2016 SPECIALTY VEHICLE FOR USE BY THE TOWN OF RIVERHEAD HUMAN RESOURCE CENTER** will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until **2:00 p.m. November 6, 2015** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **October 15, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "**2016 SPECIALTY VEHICLE FOR USE BY THE TOWN OF RIVERHEAD HUMAN RESOURCE CENTER**". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and attached to the bid form.

The Town Board reserves the right and responsibility to reject any and 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 RIVERHEAD TOWN
BOARD OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 694

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR WORK CLOTHES
FOR THE TOWN OF RIVERHEAD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for WORK CLOTHES for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the OCTOBER 15, 2015 issue of the News Review.

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of WORK CLOTHES for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:05 pm on NOVEMBER 13, 2015** at which time they will be publicly opened and read aloud.

Bid packets including specifications may be examined and/or obtained on **OCTOBER 15, 2015** on the Town's website at www.townofriverheadny.gov click on bid requests.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked **WORK CLOTHES**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 695

EXTENDS BID CONTRACT FOR AUTO/TRUCK REPAIRS 2015

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Purchasing Department has requested that the contract with RIVERHEAD MOTORS & SUFFOLK COUNTY BRAKE originally awarded by Resolution #14-0845 adopted DECEMBER 16, 2014 be extended for one year until DECEMBER 16, 2016.

WHEREAS, this will be the first of an allowable 3 one year extensions.

WHEREAS, the above named vendors have agreed to extend the contract until DECEMBER 16, 2016 for the original bid amounts on file in Purchasing Department and electronic storage device.

WHEREAS, the Town Board has reviewed said request.

NOW THEREFORE BE IT RESOLVED, that the bid contract for AUTO/TRUCK REPAIRS 2015 be and is hereby extended to SEPTEMBER 16, 2016; and be it further

RESOLVED, that the Town Clerk be directed to forward a certified copy of this resolution to RIVERHEAD MOTORS & SUFFOLK COUNTY BRAKE.

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 696

**AUTHORIZES THE CREATION AND APPOINTMENT OF MEMBERS TO A
MOBILE/MANUFACTURED HOME ADVISORY TASK FORCE**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, it is the desire of the Town Board of the Town of Riverhead to create a Mobile/Manufactured Home Advisory Task Force for the purpose of examining the needs and relationships between Town, mobile home communities, mobile home owners, and mobile home park owners, and mobile home retailers and manufacturers; and

WHEREAS, the Mobile/Manufactured Home Advisory Task Force will be an informal gathering of people interested in creating opportunities for a better future for current mobile home residents; and

WHEREAS, the goals of the Mobile/Manufactured Home Advisory Task Force shall include the following:

- Research and information gathering
- Surveys of current conditions
- Education (state law/town code) and balance of interests between state and local government in relation to mobile home parks
- Identification of and proposed resolution of issues involving mobile home park owners and mobile home owners
- Any additional issue that the task force determines is an important issue related to mobile home parks; and

WHEREAS, the Town also seeks to comprise the task force with owners of mobile home parks and mobile home owners/tenants residing in the mobile home parks; and

WHEREAS, the Mobile/Manufactured Home Advisory Task Force shall consist of the following members:

- (1) member of the Town Board;
- (1) representative from the Town of Riverhead Building Department;
- (2) Town of Riverhead mobile/manufactured home park owners;
- (3) Town of Riverhead mobile/manufactured home owners; and

WHEREAS, the members shall serve on a voluntary basis and shall be responsible for any costs associated with their participation in the Town's Task Force; and

WHEREAS, the town board member shall serve as chairperson and all members of the Town's Task Force shall be considered to be members with voting rights, that a quorum of the Task Force shall consist of a simple majority of the members of the Task Force, and that all actions and recommendations of the Task Force be approved by a simple majority of the members of the Task Force.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead hereby establishes the Town of Riverhead Mobile/Manufactured Home Advisory Task Force, whose members shall serve at the pleasure of the Riverhead Town Board, notwithstanding the stated committee terms, without compensation; and be it further

RESOLVED, that the Town of Riverhead Mobile/Manufactured Home Advisory Task Force shall consist of seven (7) members appointed by the Riverhead Town Board with each member to serve a term of two (2) years; each member shall be a Town of Riverhead resident and/or employee at the time of appointment and must remain a Town of Riverhead resident and/or employee during the entire period of their respective term; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 697

**APPOINTS MEMBERS TO THE TOWN OF RIVERHEAD
MOBILE/MANUFACTURED HOME ADVISORY TASK FORCE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board adopted Resolution # 696 on October 6, 2015 establishing the Town of Riverhead Mobile/Manufactured Home Advisory Task Force; and

WHEREAS, such Resolution # 696 authorized the Riverhead Town Board to appoint the members of the Riverhead Mobile/Manufacture Home Advisory Task Force; and

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby appoints the following individuals to the Riverhead Mobile/Manufactured Home Advisory Task Force for a two (2) year term without compensation as follows:

- Councilwoman Jodi Giglio, liaison to the Town Board
- Senior Building Inspector Brad Hammond or his designee
- Brian Stark, Mobile/Manufactured Home Park Owner
- Otto Wittmeier, Mobile/Manufactured Home Park Owner
- George Baake, Mobile/Manufactured Home Owner
- John Dunleavy, Mobile/Manufactured Home Owner
- Diana Ruvolo, Mobile/Manufactured Home Owner

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the newly appointed members of the Riverhead Mobile/Manufactured Home Advisory Task Force; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 698

ACCEPTS THE RESIGNATION OF A PRINCIPAL ACCOUNTANT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town has received written notification from Donald Pearce, a Principal Accountant in the Town's Finance Department, indicating his intent to resign effective September 25, 2015.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Donald Pearce.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 699

APPOINTS A PART-TIME POLICE OFFICER

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the need exists for Part-time Police Officers in the Riverhead Police Department; and

WHEREAS, Chief David Hegermiller has received an application from Shawn Williams for said position; and

WHEREAS, Mr. Williams did successfully complete his required training at the Suffolk County Police Academy.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby appoints Shawn Williams to the position of Part-time Police Officer, effective October 7, at an hourly rate of pay of \$21.00; and

BE IT FURTHER RESOLVED, that this appointment is contingent upon the candidate successfully passing required pre-employment drug and alcohol testing administered by the Town of Riverhead; 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

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 700

**RATIFIES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO
TASER INSTRUCTOR RECERTIFICATION**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two (2) Police Department employees to attend Taser Instructor Recertification; and,

WHEREAS, this training was held at New Windsor Police Department, New York, from September 30 to October 1, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies the attendance of two (2) Police Department employees at the aforementioned training; and,

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the reimbursement of expenses incurred, not to exceed \$400.00, upon submission of proper receipts; 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

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 701

RATIFIES THE APPOINTMENT OF A CALL-IN BUS DRIVER TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Call-in Bus Driver is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby ratifies the appointment of Ydelisse Franco effective August 17, 2015, to the position of a Call-in Bus Driver to be paid the rate of \$15.45 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 702

**ACCEPTS HIGHWAY SUPERINTENDENT'S PERSONNEL REPORT & REQUEST
FOR TOWN BOARD RESOLUTION TO EFFECTUATE PERSONNEL REQUEST**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, pursuant to Town Law § 64(1), the Town Board has general management and control of the finances of the Town; and

WHEREAS, pursuant to Town Law § 64(3), the Town Board has general management and control of Town property; and

WHEREAS, pursuant to Town Law § 20 and except as otherwise provided by law, the Town Board has the responsibility to employ such persons as the Town Board deems necessary for the proper conduct of the affairs of the Town; and

WHEREAS, pursuant to Town Law § 27, the Town Board shall fix, from time to time, the salaries of all officers, officials and employees of said town, whether elected or appointed, and determine when the same shall be payable; and

WHEREAS, pursuant to Highway Law § 140(4), the Highway Superintendent shall employ such persons as may be necessary for the maintenance and repair of Town highways and removal of obstructions caused by snow and provide for the supervision over such employees, subject to the provisions of law recited above and, including but not limited to, available appropriations for such purpose, any applicable civil service requirements (see e.g. Civil Service Law § 75), and any applicable collective bargaining agreement provisions; and

WHEREAS, the Highway Superintendent filed a Personnel Report and Request for Town Board Resolution to Effectuate Personnel Request, to wit: hire Part-time Bus Driver Keith Davis to the position of Automotive Equipment Operator effective October 26, 2015; and

WHEREAS, the Highway Superintendent's report stated that said hire is necessary for the repair and maintenance of Town highways, replacing a former Automotive Equipment Operator who has retired; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted, Job Posting #13.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts the Highway Superintendent's Personnel Report and Request Town Board Resolution to Effectuate Personnel Request, to wit: to hire Keith Davis to the position of Automotive Equipment Operator as found on Group 6, Step P of the Operational and Technical Salary Schedule of the CSEA contract; and be it further

RESOLVED, that the Personnel Officer and Financial Administrator are hereby directed to take such action to effectuate this personnel matter on behalf of the Highway Superintendent; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the Town Highway Superintendent, Personnel Officer, Financial Administrator and Town Attorney's Office; and be it further

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 703

APPROVES AGRICULTURAL WORKER HOUSING FOR ELIZABETH B. SCHAFFNER PURSUANT TO §108-64.4

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, Elizabeth B. Schaffner is the applicant and owner of the subject property located at 1046 Union Ave, Riverhead, New York, further described as Suffolk County Tax Map Number 600-066-04-001.03; and

WHEREAS, the applicant has petitioned for an agricultural worker housing permit pursuant to §108-64.4 of the Code of the Town of Riverhead as depicted on the Site Plan, dated July 17, 2015, prepared by Thomas Wolpert, PE of Young & Young; and

WHEREAS, the proposed location is in “development area #3” and approved for residential use in accordance with Peconic Land Trust Conservation Easement, dated December 26, 2001; and

WHEREAS, the applicant has received an approval by resolution from the Farmland Preservation Committee, dated May 20, 2015, for this proposed agricultural worker housing related to the existing commercial horse breeding and boarding operation at the subject property; and

WHEREAS, the Building Department has reviewed the site, survey, and building plans and has recommended approval to the Town Board.

NOW THEREFORE BE IT RESOLVED, the Town Board be and hereby declares the approval of agricultural worker housing to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED, that the Building Department is hereby authorized to accept applicable fees and issue a permit upon receipt of approval from the Suffolk County Department of Health Services; and be it further

RESOLVED, that the subject agricultural worker housing permit is required to be renewed annually with the Building Department; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Elizabeth B. Schaffner, Post Office Box 2280, Aquebogue, New York; 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 be obtained for the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 704

**AUTHORIZES THE ACCEPTANCE OF A SECURITY FOR BROWNING HOTEL
PROPERTIES LLC FOUNDATION**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Browning Hotel Properties, LLC is the owner of the subject property located at 2012 Old Country Rd, Riverhead, New York, further described as Suffolk County Tax Map Number, 0600-118-02-003.01; and

WHEREAS, Browning Hotel Properties, LLC has petitioned for a foundation only construction permit pursuant to §52-8.1 of the Code of the Town of Riverhead as depicted on the submitted foundation plan, dated August 31, 2015, prepared by Greg L Allwine, AIA.

NOW THEREFORE BE IT RESOLVED that based upon the forgoing the Town Board hereby authorizes the acceptance of the required security; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect all permit fees, the sum of Nine Thousand, Three Hundred, and Ninety-Six dollars (\$9,396); and be it further

RESOLVED, that this approval is subject to receipt of acceptable security to the satisfaction of the office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Browning Hotel Properties, LLC, 5000 Expressway Dr South, Ronkonkoma, New York, 11776.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 705

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
(Addition of Article XXV. Farm Stand Review)**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

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

WHEREAS, a public hearing was held on the 18th day of August 2015 at 7:10 o’clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

WHEREAS, the Town of Riverhead Town Board, as Lead Agency, has determined the proposed action to be an Unlisted Action pursuant to 6NYCRR Part 617, and

WHEREAS, the Lead Agency has considered and incorporated involved agency and public comments into its SEQRA record and to the extent practical.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead Town Board finds the Local Law amending Article XXV. Farm Stand Review, Chapter 108 entitled “Zoning” of the Riverhead Town Code will have no significant environmental impacts and hereby issues a Negative Declaration, and

AND BE IT FURTHER RESOLVED, that a local law amending Chapter 108 entitled “Zoning” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a 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 ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled "Zoning", of the Riverhead Town Code at its meeting held on October 6, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108. Zoning
Article XXV. Farm Stand Review**

§108-124. Purpose and Intent.

As reflected in the Town's 2004 Comprehensive Master Plan and various provisions of the Town Code, the Town of Riverhead seeks to not only preserve the prime agricultural soils but to encourage, promote and support farming and the local farm economy. This article is designated to provide a mechanism to reduce costs and expedite farm stand review for a limited number of direct farm marketing techniques to enable local farmers and growers to market their agricultural products directly to consumers and, in turn, bolster the local economy.

§ 108-125. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ENHANCED AGRICULTURAL PRODUCTS

Agricultural products which are processed beyond cutting, drying, freezing, or packaging. The agricultural products have added ingredients not produced on the farm and may be cooked, cultured, canned, bottled with more than 51% of the ingredients shall contain agricultural products produced on the farm or regionally grown.

PROCESSING

The washing, grading, and packaging of on-farm and regionally grown agricultural products.

REGIONALLY GROWN

Grown on a farm located within the state of New York and/or within a radius of 250 miles of the farm.

FOOD SERVICE ESTABLISHMENT

Any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided, whether consumption occurs on or off the premises, or whether or not there is a charge for the food.

RETAIL FOOD STORE

Any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premises consumption. The term does not include establishments which handle only pre-packaged, non-potentially hazardous foods, roadside markets that offer only fresh fruits and

fresh vegetables for sale, food service establishments, or food and beverage vending machines.

FOOD WAREHOUSE

Any food establishment in which food is held for commercial distribution.

FARM DIRECT MARKETING

The sale of agri-food products directly to the consumer. It is market focused relationship marketing. Producers know their target market and sell products that meet the specific needs of their consumers. A fundamental component of farm direct marketing is the trust relationship that develops between producers/processors and consumers. Successful farm direct marketers assume the accountability and rewards of consistently supplying quality agricultural products directly to the consumer through a variety of marketing channels.

FARM STAND

Any temporary or permanent structure owned or operated by the farmer or grower, for the sale and display of on-farm produced agriculture products, including but not limited to, fruits, vegetables, flowers, nursery products, eggs, and dairy products. In addition to on-farm produced agriculture products, a farm stand may include the sale of regionally produced agricultural products and enhanced agricultural products provided that the regionally produced agricultural products and enhanced agricultural products shall not exceed 40% of the products offered for sale. A farm stand includes roadside stands and U-Pick operations where the customer comes to purchase agricultural products but shall not include buildings or structures used for processing operations, except for instance processing i.e. bagging or cutting and minimally processed without any additional ingredients, retail food service establishment, retail food store or food warehouse. A farm stand may include sale of decorative containers, pots, tins and such other non-agricultural products directly related to presentation and packing for sale of the agricultural products and such items shall not be deemed to constitute the 40% of regionally grown or enhanced agricultural products.

PRINCIPAL USE

The principal permitted use as listed in the zoning district and/or as legally approved on the subject property. If property is improved with a single family dwelling or any such other residential structure, except agricultural worker housing provided said agricultural housing complies with all provisions of the town code and has a valid certificate of occupancy and/or certificate of pre-existing use, the residential use of the subject property shall be deemed to be the principal use of the subject property. Notwithstanding the definition of principal use, a property improved with a residential dwelling may qualify for agricultural production as a second or dual principal use provided that (1) the lot exceeds the minimum lot size for the zoning district; (2) agricultural production is a principal permitted use in the zoning district where the property is situated; (3) the agricultural production on the subject property is limited to and consists of growing, cultivating, harvesting fruits, vegetables, flowers, nursery and horticultural products, eggs, and dairy; (4) the portion of lot in agricultural production exceeds the portion used and related to residential use (i.e., residential use includes driveways; front, side and rear yard areas, garages, decks); and (5) that the agricultural production qualifies for an agricultural tax assessment pursuant to New York State Department of Taxation and Finance,

New York State Department of Environmental Conservation, United States Department of Agriculture or such other local, state or federal entity qualifying and certifying that the land is in bona fide agriculture production.

ROADSIDE STAND

A temporary structure for sale of on farm produced agriculture products, including but not limited to, fruits, vegetables, flowers, nursery products, eggs, and dairy products. In addition to on-farm produced agriculture products, a roadside stand may include the sale of regionally produced agricultural products and enhanced agricultural products provided that the regionally produced agricultural products and enhanced agricultural products shall not exceed 40% of the products offered for sale.

U-PICK

Operations where the customer comes to the farm to pick the fruits, vegetables or horticulture for ultimate purchase by the customer.

§108-126. Farm Stand Review.

The Planning Board may allow for farm stand review and approval for the construction of roadside stands, u-pick operations, and farm stands rather than requirement of site plan and adherence to site plan review process set forth in Article XXVI, subject to an applicant's ability to meet the criteria set forth in § 108-127 and subject to the provisions and procedures set forth below.

§108-127. Criteria to be eligible for Farm Stand review.

A. Applicant must submit proof that the existing use of the subject parcel is agricultural production as defined by §108-3 and that the subject parcel is in the agricultural program and/or qualifies for an agricultural tax assessment pursuant to New York State Department of Taxation and Finance, New York State Department of Environmental Conservation, United States Department of Agriculture or such other local, state or federal entity qualifying and certifying that the land is in bona fide agriculture production as of the date of application for farm stand review.

B. Applicant must submit proof that the existing use agricultural production is the principal and primary use of the subject parcel as defined in this Article.

C. Applicant must submit proof that the use, agricultural production, and the proposed improvements meet and conform to all the requirements of the zoning code, including but not limited to dimensional table, parking schedule, and lighting. Note, compliance with the parking schedule shall not require that parking areas be improved or paved, simply the area designated for parking area shall meet the size and dimensional requirements for the use.

§108-127.1. Submission requirements.

A. A completed application shall consist of the following items unless written request for waiver(s) is granted by the Board:

(1) A completed application form, accompanied by:

- a. Names and addresses of all abutting property owners taken from the town records not more than five (5) days before the day of filing;
- b. Names and addresses of all persons whose name and seal appears on the sketch plan and plot plan;
- c. Names and addresses of all holders of conservation, preservation or agricultural preservation restrictions;
- d. A letter of authorization from the owner, if the applicant is not the owner.
- e. A sketch plan as set forth in §108-127.2
- f. A plot plan as set forth in §108-127.3
- g. NRCS and/or Suffolk County Soil Conservation for report and recommendation of the plot plan as set forth in §108-127.6.
- h. Expedited farm stand fee (if required).

§108-127.2. Sketch plan.

A. The applicant for farm stand review shall submit a sketch plan setting forth the following:

- (1) A location map (e.g., tax map) showing boundaries and dimensions of the parcel of land involved and identifying contiguous properties and any known easements or rights-of-way and roadways.
- (2) Show the proposed location and arrangement of specific land uses, such as pasture, crop fields, woodland, livestock containment areas, or manure storage/manure composting sites.
- (3) Sketch of any proposed building, structure or sign, including exterior dimensions and elevations of front, side and rear views. Include copies of any available blueprints, plans or drawings.
- (4) Provide a description of the farm operation (existing and/or proposed) and a narrative of the intended use and/or location of proposed buildings, structures or signs, including any anticipated changes in the existing topography and natural features of the parcel to accommodate the changes. Include the name and address of the applicant and any professional advisors. If the applicant is not the owner of the property, provide authorization of the owner.
- (5) If any new structures are going to be located adjacent to a stream or wetland, provide a copy of the floodplain map and wetland map that corresponds with the boundaries of the property.

§108-127.3. Plot plan.

A. In addition to a sketch plan, an application for farm stand shall require the submission of a plot plan which shall include the following items:

- (1) Boundary survey including bearings, horizontal distances and the location of permanent markers. Lots numbered according to the Town tax map numbering system.
- (2) Location and amount of frontage on public rights-of-way.
- (3) Location of existing and proposed building with all setback lines.
- (4) Location of existing and proposed buildings and other structures.
- (5) Location and description of any existing or proposed easements.
- (6) Location of existing and proposed water mains, culverts, drains, wells, sewers and proposed connections or alternative means of providing water supply and disposal of sewage.
- (7) Location and width of existing and proposed driveways.
- (8) Location of existing features of the site including land and water areas, rock ledges, stone walls; existing and proposed foliage lines; open space to be preserved; and any other man-made or natural features on or immediately adjacent to the site.
- (9) Base flood elevations and flood hazard areas, based on available FEMA maps, if applicable.

§108-127.4. Other information.

A. Any deed restriction; and all deeds covering land to be used for public purposes, easements and rights-of-way over property to remain in private ownership, and rights of drainage across private property, submitted in a form satisfactory to the Board's counsel.

B. Any other state and/or federal permits.

C. Any additional reports or studies deemed necessary by the Planning Board to make an informed decision. The Planning Board reserves the right to request such information after an application has been accepted as complete, as well as before acceptance, however, the Planning Board shall adhere to the notice and time parameters set forth in §108-127.7.

§108-127.5. Septic systems and water supply.

A. In areas not currently served by public sewer systems and to the extent applicable, it shall be the responsibility of the applicant to prove that the area of the lot is adequate to permit the installation and operation of an individual septic system and obtain approval from the Suffolk County Health Department.

B. All new wells shall comply with the regulations of the Suffolk County Health Department.

§108-127.6. Storm water management and erosion control.

A. The applicant must submit all plans for improvement of the subject parcel identified in the plot plan to NRCS and/or Suffolk County Soil Conservation for report, recommendation and/or approval of the plot plan as same relates to storm water and erosion control and submit the report together with the application and all such other submission requirements.

B. The applicant shall comply with all provisions of the Town Code Chapter 110 and to the extent that the proposed improvements do not qualify for an exemption under Chapter 110, to the extent applicable the applicant may seek exemption under the provisions of the Memorandum of Understanding between NYS DEC, NYS Ag & Markets and NYS Soil and Water Conservation Committee.

§108-127.7. Time Parameters for Farm Stand Review.

A. Upon receipt of an application for farm stand review, the Planning Department shall refer the application together with all submissions to the Agriculture Advisory Committee, or, in the case of property wherein development is restricted due to a conservation easement or deed of development rights, Farmland Committee, for review, comment or recommendation. The Agricultural Advisory Committee or Farmland Committee, as the case may be, shall issue comments or recommendations for Planning Board consideration within 30 days of receipt and file same with the Planning Department, and in turn, the Planning Department shall refer the application to the Planning Board.

B. The Planning Board shall adhere to the following time parameters:

- (1) The Planning Board shall commence review of all aspects of application for expedited farm stand, including plot plan (sketch), proposed structure, parking, etc., within 30 days of referral to the Planning Board. A copy of the application together with all submissions shall be referred to the Planning Department and/or Town's Engineering Consultant, and any such other department or committee deemed appropriate by the Planning Board within 15 days of receipt of an application.
- (2) The departments and committees listed above shall make recommendation to the Planning Board within 30 days from referral and in turn the Planning Board shall make final determination within sixty days receipt of an application.
- (3) In the event that the Planning Board determines that the application is incomplete or information must be supplemented, modified, or addressed necessary to complete review, the Planning Board shall advise applicant within 30 days of receipt of the application. The Planning Board shall provide applicant 30 days to supplement, modify or address comments or request for information and extend the review period for an additional 30 days to make a determination. Note, nothing herein shall prohibit an applicant from seeking permission to extend the time to change, modify, or address aspects of farm stand, project or development, however, such time shall extend the Planning Board review period for an additional 30 days for receipt of an application deemed complete.

• Underline represents addition(s)

Dated: Riverhead, New York

October 6, 2015

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

TOWN OF RIVERHEAD

Resolution # 706

ADOPTS ALCOHOL POLICY FOR THE TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town has experienced exponential growth in the use of the Town facilities and an increase in the number of Special Events as defined and provided under Chapter 90 of the Town Code of the Town of Riverhead; and

WHEREAS, those Special Events seek use of the several facilities that are Town-owned, as well as Town highways, parking fields; and

WHEREAS, the Town of Riverhead seeks to protect the health, safety, and welfare of all attendees at events proposing to serve alcohol; and

WHEREAS, the Town of Riverhead seeks to establish a policy related to use of Town property for special events and service and consumption of alcohol to attendees with the principal goal being to protect our underage attendees and prevent, to the greatest extent possible, any underage consumption of alcohol; together with a secondary goal to reduce or diminish excessive consumption of alcohol by adults and attendees of a Special Event and the attendant consequences that result.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, determines that the attached policy shall assist in effectuating public safety, public order and decorum and hereby adopts same; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD ALCOHOL POLICY

PURPOSE

The Town has experienced exponential growth in the use of the Town facilities and an increase in the number of Special Events as defined and provided under Chapter 90 of the Town Code of the Town of Riverhead. With increasing frequency, those Special Events seek use of the several facilities that are Town-owned, as well as Town highways, parking fields. The purpose of this Policy is to ensure that oversight and sound judgment are exercised by all organizations when, in connection with a Special Event as approved under Chapter 90 of the Town Code of the Town of Riverhead, such entity is proposing to allow the serving of alcohol to attendees. The intent of this policy is to allow limited alcohol consumption at such events while protecting the Town, its citizens, visitors and Town property. The Town of Riverhead seeks to establish the following guidelines under this policy with the principal goal being one to protect our underage attendees and prevent to the greatest extent possible any underage consumption of alcohol; together with a secondary goal to reduce or diminish excessive consumption of alcohol by adults and attendees of a Special Event and the attendant consequences that result. In addition, the Town Board, be and hereby, determines that the within policy shall assist in effectuating public safety, public order and decorum. The Town believes in a positive recreational experience for its youth and as such requires that all events geared toward youth prohibit alcohol.

SCOPE

This policy applies to all persons sponsoring a Chapter 90 Event (sometimes “Permit Holders” or “Applicant/Lessee), occurring at a Town of Riverhead facility or on municipally owned or leased property where alcohol is being served. In case of a conflict between this policy and the Laws of the State of New York, the New York State Laws, rules and regulations take preference.

OBJECTIVES

The objectives of RIVERHEAD’s Municipal Facility Alcohol Policy are as follows:

- To allow limited alcohol consumption during events at Town facilities, highways, parking fields or other Town owned properties.
- To promote the safety and protection of the members of the community and the public, and to protect property owned by the Town of Riverhead.
- To endorse self-responsibility and respect for others in the use of alcohol at events on Town property and discourage high-risk alcohol-related practices that may endanger individuals or result in damage to property.
- To assure that Town facility-use priorities are maintained.

PRIORITIES FOR USAGE

Town events that are presented by the various departments and committees have preference over private functions for available dates. Once a date is selected, only the Town Board can overrule a booking.

- Town Departments, Town Committees and Town Events

- Meetings of groups to which the Town is a sponsor or member
- Uses requested by agencies or officials of county, state or federal governments
- Not-for-Profit and Civic Organizations where the meeting is open to the general public or which are intended to provide information to the general public
- Other Not-for-Profit and Civic Organizations events
- Residents and Town Businesses
- Non-residents

The Board approves each application and reserves the right to deny any permit for any reason. The following considerations and subsequent risk chart provides specific details regarding the implementation of this policy and objectives above.

GENERAL CONSIDERATIONS

Alcohol may only be consumed as part of an event that is approved by the Town through this alcohol policy. Town playing fields, playgrounds are off limits to alcohol at all times; Town family areas, such as picnic areas are off limits, except as otherwise permitted pursuant to Chapter 90 and Chapter 46 of the Town Code of the Town of Riverhead. Notwithstanding the exception recited above, no permit or waiver shall be issued for the service and consumption of alcohol at or within the following Town parks and playgrounds: Stotzky Park, Veterans Memorial Park and Bayberry Park.

The Town Board requires that participants in all events be respectful of the neighbors in surrounding homes and businesses. Pursuant to Chapter 90, all Applicants must comply with the required filing dates set forth in Chapter 90-3(B), provide all such material and information required and set forth in the provisions of Chapter 90, and pay such fees or provide such bond or security to secure compliance with the permit as determined appropriate by the Town Board.

The Responsible Party is the contact person during the event and as such must be present for the entire event. All event workers shall refrain from consuming alcohol while working at the event. All event workers should be provided with highly visible identification such as a button, badge, apron, uniform or other form of identification. If the risk associated with the event, as set forth in the Alcohol Risk Chart included below, requires that a police officer be hired, this expense will be borne by the Applicant/Lessee.

Alcohol may be sold and/or served providing all local, state and federal alcohol laws and policies are adhered to, and any permits conspicuously posted. The Applicant/Lessee must obtain all required local and/or state permits that are necessary for the sale and distribution of alcoholic beverages. The Applicant/Lessee must serve alcohol responsibly. Patrons of the event are strictly prohibited from bringing in their own alcoholic beverages or "brown bagging." The Applicant/Lessee is responsible for the purchase and transportation of all alcoholic beverages. All alcohol and related containers must be removed from the premises immediately after the event. Non-alcoholic beverages are to be available at all events. Food must be served in conjunction with alcohol service. Appropriate cleaning of the area to minimize any alcohol smell shall be accomplished by the Applicant/Lessee.

There will be no unreasonably loud noise or music allowed after 10:00 PM, including departing guests and vehicles. The Town has a Noise Ordinance, which is listed under Chapter 81 of the Code of the Town of Riverhead and applies to all events.

- The activity shall not extend beyond the hours approved in the request.
- Activities shall be restricted to the area for which permission is granted.
- The organization using a Town facility shall be responsible for moving its equipment, material and supplies into and out of the facility.
- If custodial assistance is needed, as determined by the administration, a charge will be assessed and must be paid within 30 days.
- The facility will be carefully examined after use. The applicant will promptly reimburse the Town for any loss or damage occurring as a result of the use of the facility.
- No property or equipment is to be altered or removed from the premises.
- No decorations or materials will be attached to the walls; floor or ceiling in any manner which damages the building or is permanent in nature.
- No reservation will be considered secured until the Town's administrative official approves the use and the fees are paid.
- Special permission and training is required for use of the Handicapped Lift.

SERVING CONSIDERATIONS

The Town Board requires that all alcohol servers have TIPS training (Training for Intervention Procedures) approved by the State of New York. TIPS training shall be undertaken not less than 30 days prior to the Special Event. Alcohol must be served only from area(s) designated by the application at the time of event booking (social room, porch, and/or tent, etc.). The Applicant/Lessee must designate a caterer/TIPS trained server or bartender to serve and oversee the alcoholic beverage area at all times. This person is responsible for verifying the legal age of each person consuming alcohol. The permit holders shall affix a non-removable wristband or bracelet to a person verified to be of legal age and shall place signage at the Special Event. Bottled beer and other alcoholic beverages must be served in paper or plastic containers or glassware provided by the caterer, not greater than 12 ounces for beer or cider and 5 ounces for wine/champagne. Proper recycling of empty alcohol containers is the responsibility of the Applicant/Lessee. All bottles must remain behind the bar area. No person less than 21 years of age may serve, possess and/or consume alcoholic beverages on Town properties. Oversized drinks, contests, volume discounts or similar incentives are not permitted. The Applicant/Lessee shall ensure signs are posted indicating any alcohol-restricted areas.

An adequate supply of food must be served/available to persons attending the event. It is recommended that all event organizers take steps to encourage food consumption to help reduce the risk of intoxication. The caterer/TIPS trained server must file liquor liability insurance with the Town named as additional insured. **Alcoholic drinks (limited to beer, cider, wine and champagne) are allowed. No liquor or mixed drinks are allowed under any circumstances.** Only a caterer or TIPS trained server may dispense beer from kegs or barrels. Non-alcoholic beverages must be made available and at a lower cost than any alcoholic beverages. The serving of all alcoholic beverages must cease at least one (1) hour prior to the specified ending time on the special event and/or municipal facility use application signed by the permit holder.

The following controls must also be adhered to by the permit holder:

- In the event that attendees are able to walk around the event with alcohol, ensure that the event area where alcohol is being served is secured.
- Be on duty to ensure the physical setting is safe at all times. Any unsafe condition must be reported to the facility representative and addressed appropriately.
- Ensure that guests at the event are properly supervised and ensure no one consumes alcohol in an unauthorized location.
- In the event of an approved outdoor 'beer garden', fencing is required for the outdoor designated area. It shall be a single row of fencing which is 36 inches high and be securely erected. The cost and set up of fencing is the responsibility of the event organizer.
- Ensure that all entrances and exits to the event are adequately supervised.
- Ensure that food and non-alcoholic drinks are available at all times.

LOSS OF SERVING PRIVILEGE/REVOCAION OF RENTAL OR USE AGREEMENT

Violations of any State of New York laws will result in loss of serving privileges and may result in loss of facility use privileges. All posted rules must be adhered to. Violations of posted rules may result in loss of service to specific individuals, loss of serving privileges, or termination of the rental/use agreement depending on the severity of the violation. It is the responsibility of the permit holder to prevent underage consumption of alcohol, to prevent intoxicated or rowdy persons from entering events, to manage patrons from becoming intoxicated, to refuse service to intoxicated patrons, and to facilitate the safe removal of patrons from the event, if their actions warrant removal. Alcohol distribution may be discontinued for any patron or for an entire event at the discretion of the caterer, TIPS-trained staff, police officer, Town staff person, or the Town Board. Profanity, disorderly acts or illegal activities of any kind are absolutely prohibited. Those violating this prohibition will be ejected from the premises. If any individuals at the event become too disruptive, the Town staff person on duty is authorized to order them to leave or notify law enforcement. The Town Board or its designee reserves the right to discontinue the service of alcoholic beverages at any time during a function. Chapter 90 approval and/or rental/use agreements can be revoked at any time and any violation of this policy may result in immediate termination of the event without refund.

CLEAN UP AND DAMAGE ASSESSMENT

The Town staff or designee will determine adequacy of clean up and extent of damages. A preliminary assessment will be done at the time of closing; final assessment will occur on the next business day preferably with the permit holder present. Assessment includes, but is not limited to, areas inside the building, the porch area, parking areas, tent site, outbuildings and facility grounds. If clean up or damages exceed the damage deposit, the Applicant/Lessee will be responsible for the remaining balance. If no damage occurs during the event, a refund check of the entire amount will be mailed to the permit holder within ten (10) days after the event. Partial refund checks will be issued after expenses have been determined to remedy issues. If damages exceed the deposit, it is the responsibility of the permit holder to, within three (3) business days of the event, either cover the cost of the excess damages or submit an insurance claim against the event policy and assure that the claim is processed to the satisfaction of the Town. The Town Board reserves the right to refuse to rent to a particular group or individual at any time and in the future if a rental results in excessive clean up or damage.

Requirements for the Refund of the Security Deposit

- The building, entrances, common areas, and equipment are left in a clean, secure and reasonable manner.
- Bathrooms are left in sanitary condition and ready for the next renter or user.
- Floors are swept and ready for another rental.
- No food items are left over in the cupboards, sink, stove, or refrigerator.
- All dishes are clean and dry.
- Common use/kitchen items are left for the next renter(s).
- The rental spaces are to be left set up for a meeting with tables and chairs as found with remaining chairs and tables properly stored.
- The renter shall remove all trash, garbage and recyclables from the premises.
- Grassy areas will be cleaned.
- Any other items as assigned by Town staff.

INSURANCE AND INDEMNIFICATION

The permit holder must 1) comply with all general liability insurance requirements set forth in the relevant special event and/or municipal facility use applications; and 2) submit a liquor liability insurance certificate naming the Town of Riverhead as additional insured. The Applicant/Lessee must also indemnify, defend and hold harmless the Town of Riverhead, its elected officials, public officials, employees and volunteers from claims, damages, losses and expenses, which might arise as a result of the event taking place. A copy of the caterer's or TIPS-trained server's liquor liability insurance policy, with the Town named as additional insured, must be submitted to the Town staff no less than 30 days prior to the event.

DRINKING AND DRIVING

The permit holder will be responsible for promoting safe transportation options for all the drinking participants.

SECURITY

As set forth in Chapter 90, the Town, including the Police Chief, Fire Marshall, Ambulance Chief and such other Town department head, shall evaluate the need and costs related to police protection and such other town services necessary to ensure public health and safety. The applicant/lessee shall be responsible for all reimbursement costs i.e. staffing of police personnel, hiring of special police officers, town employees etc deemed appropriate by the Town Board and required pursuant to the conditions of the Chapter 90 permit.

**TOWN OF RIVERHEAD MUNICIPAL FACILITY USE APPLICATION & AGREEMENT
FOR USE OF ALCOHOL**

(This form does not reserve any facility for exclusive use by the applicant. Additional special event/and or municipal facility use applications may be required.)

Applicant/Lessee's Name: _____

Applicant/Lessee's Address: _____

Applicant/Lessee's Telephone numbers): _____

Kind of Function/Event: _____

Day and Date of Function/Event: _____

Time of the Function/Event: _____

Facility Requested to be Used: _____

Approximate # Invited/Expected: _____

Name of Responsible Party: _____

The Responsible Party is the contact person during the event and as such must be present for the entire event.

Will alcohol be served by you or by another person or party? (Circle one) YES NO

A State-licensed caterer or Town-approved Victualer/Liquor License is required for functions where alcohol is served and must be provided to the Town at least thirty (30) days prior to the event

Do you agree to execute an agreement that you and/or your company will indemnify, defend and hold the Town of Riverhead harmless from all claims arising out of the use of the requested facility?

(Circle one) YES NO

If you circled Yes, then execute the agreement attached.

If you circled No, then do not complete and do not file this application and seek another location for your event.

Do you agree that your company, your caterer or a TIPS-trainer server working at the event, will provide the Town of Riverhead with a copy of a commercial general liability insurance policy (minimum liability coverage is \$2 million; for over 1,000 people, \$5 million is the minimum) and a liquor liability insurance policy both naming the Town of Riverhead as an additional insured party, and that you will exhibit evidence showing that this has been done and showing the amount of insurance carried to the Town office at least thirty (30) days before the commencement of the event indicated.

(Circle one) YES NO

If you circled No, do not complete and do not file this application and seek another location.

Is this event a public or private event? _____ Public _____ Private

I UNDERSTAND THAT IF MY APPLICATION IS APPROVED, I MUST ADHERE TO ALL OF THE REQUIREMENTS OF THE TOWN OF RIVERHEAD ALCOHOL POLICY FOR MUNICIPAL FACILITIES, AS WELL AS OTHER RELEVANT TOWN POLICIES.

These items are required at the time of the application submission

- **Insurance Policy**
- **Non-refundable deposit**
- **TIPS training certificates for any alcohol server**
- **Damage/clean-up deposit**
- **Victualer or catering license**
- **Listing of who is staffing event**
- **Name of the Responsible Party (individual and corporation)**

The Town requires a non-refundable deposit with this application. The deposit, along with all appropriate documents, must be submitted at the same time.

Please sign this application and the attached referenced Agreement to Defend, Hold Harmless and Indemnify the Town of Riverhead for use of Town-owned Real Property.

Town of Riverhead)
County of Suffolk) s.s.:
State of New York)

I, _____, being duly sworn, swear that to the best of my knowledge and belief the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Town Code and all other laws pertaining to the proposed applicaiton shall be complied with, whether specified of not, and that such work and inspections are authorized by the owner.

Signature _____
Owner, Agent or Responsible Party

Sworn to be before this _____ day
of _____ 20 _____

Notary Public, Suffolk County, New York

Application determined to be complete:

Signature: _____
Town

Date: _____, 20.

_____ Application approved subject to proof of required insurance
(conditions, if any, are listed below)

_____ Application denied
(statement of reasons are listed below)

PROMISE AND AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN OF RIVERHEAD, NEW YORK FOR USE OF TOWN-OWNED REAL PROPERTY

Completion and execution of this form is required in conjunction with use of a facility or property of the Town of Riverhead a private event or function and/or for the approval of a Special Event under Town Code Chapter 90 where alcohol is being served or sold.

THIS IS AN IMPORTANT LEGAL DOCUMENT, IN WHICH THE SIGNER MAKES SIGNIFICANT AND POTENTIALLY COSTLY FINANCIAL COMMITMENTS TO THE TOWN OF RIVERHEAD. NO ONE SHOULD SIGN THIS DOCUMENT WITHOUT FIRST CONSIDERING HAVING LEGAL COUNSEL OF HER OR HIS CHOICE REVIEW IT.

This Agreement to Defend, Hold Harmless, and Indemnify the Town of Riverhead, New York is made by the undersigned ("Applicant/Lessee"), of _____, Town of _____ County of _____ and State of _____, in favor of the Town of Riverhead, a municipal corporation located in York County and State of New York ("the Town"), its successor and assigns.

In consideration for the Town's permitting Applicant/Lessee to host a private function or event, specifically a _____, on Town-owned property, specifically on/at _____, on _____ 20____, which I acknowledge to be good and valuable consideration for the undertakings I make here, I, the undersigned Applicant/Lessee, do hereby promise and covenant that I will defend and hold harmless the Town, its officers and officials, employees, volunteers, agents, and representatives, and its and their successors and assigns ("Town Parties"), from and against any and all actions, causes of action, suits, claims, proceedings, judgments, losses, recoveries, damages and expenses of every kind, including, but not limited, to attorney's fees, reasonable investigative and discovery costs, and court costs, as well as for injunctive or non-monetary relief, arising in any way from the use of the property described above on the date(s) stated above and that I will indemnify the Town Parties for all sums that it or they may pay or become obligated to pay, to anyone or any entity on account of or arising in any way whatsoever from the use of the property described above on the date(s) stated above; and I further say that I understand and intend that this commitment can and will be enforced against me to the maximum extent allowed by law, and without regard to whether a claim (or cause of action, etc., as described above) arises out of contract or negligence, including but not limited to claims for property damage or death, and without regard to whether any such claim arises from or is alleged to arise in part or in whole from the negligence of the Town Parties.

If I sign below in a representative capacity, then I represent and personally warrant that I am duly authorized to sign in that representative capacity, and I acknowledge, understand, and agree that by signing I bind the entity for which I sign, and its successors and assigns, to every undertaking in this document.

In witness whereof, I acknowledge that I have read and executed this Agreement to Defend, Hold Harmless and Indemnify the Town Parties, at the place and on the day appearing below, that I fully understand its terms and understand that I am making a substantial, binding legal commitment, constituting a potentially financially expensive commitment, by signing it, and that I intend my signature to evidence this my undertaking of my commitment and intention to defend and to hold harmless, and to indemnify as described above, and in all instances and in any event, to the greatest and fullest extent allowed by law, and I intend my commitment to be enforceable against me, the Applicant/Lessee, to that same extent.

Town of Riverhead)
County of Suffolk) s.s.:
State of New York)

I, _____, being duly sworn, swear that to the best of my knowledge and belief the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Town Code and all other laws pertaining to the proposed application shall be complied with, whether specified or not, and that such work and inspections are authorized by the owner.

Signature _____
Owner, Agent or Responsible Party

Sworn to be before this _____ day
of _____ 20 _____

Notary Public, Suffolk County, New York

TOWN OF RIVERHEAD

Resolution # 707

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
Article VI: Agriculture Protection Zoning Use District (APZ)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, a public hearing was held on the 18th day of August 2015 at 7:15 o’clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled "Zoning", of the Riverhead Town Code at its meeting held on October 6, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108. Zoning
Article VI: Agriculture Protection Zoning Use District (APZ)**

§ 108-22. Uses.

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

- (1) Home occupations or professions conducted within the dwelling by the residents thereof.
- (2) The sale at retail of homegrown or homemade products, ~~upon a parcel of a minimum of seven acres,~~ provided that all retail uses shall be subject to approval pursuant to Article XXV, Article XXVI of the Riverhead Town Code and all provisions set forth in Article XXV, including but not limited to the definitions and principal use criteria set forth in § 108-125 and § 108-127. the provisions of Chapter 108. ~~The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.~~
- (3) Agricultural worker housing pursuant to the requirements of § 108-64.4.
- (4) Farm operations.

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

Dated: Riverhead, New York
October 6, 2015

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

TOWN OF RIVERHEAD

Resolution # 708

**AUTHORIZES THE SUPERVISOR TO EXECUTE LEASE RENEWAL AGREEMENT
AUTHORIZING THE TOWN TO LEASE A VEHICLE FROM SUFFOLK COUNTY
OFFICE FOR THE AGING FOR TRANSPORATION SERVICES
FOR ELDERLY RESIDENTS**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including transportation services to the elderly residents of the Riverhead community; and

WHEREAS, Resolution #750 adopted on September 21, 2010 authorized a Lease Agreement between the Town of Riverhead and Suffolk County Office for the Aging regarding lease of vehicle for use by the Town of Riverhead for transportation services to the elderly residents of the Town; and

WHEREAS, both parties are interested in renewing the Lease Agreement for vehicle to be used by the Senior Citizen Department to transport elderly residents of the Riverhead community.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Lease Renewal Agreement with Suffolk County Office for the Aging authorizing the Town of Riverhead to accept a vehicle to transport elderly residents of the Town of Riverhead for One Dollar (\$1.00) per year to December 31, 2019, payment waived; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H.Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, NY 11788; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TABLE OF CONTENTS**Exhibit A**

1.	Purpose of Agreement; Use of Vehicle	3
2.	Term	3
3.	Termination of Agreement	3
4.	Extension of Agreement	3
5.	Rent	4
6.	End of Term; Rental Charges	4
7.	Title and Registration	4
8.	Condition and Maintenance	4
9.	Alterations and Additions	4
10.	Sole Responsibility of Lessee	5
11.	Operational Information and Inspections	5
12.	Compliance With Requirements	5
13.	Lessee's Rights and Obligations	5
14.	Risk of Loss; Insurance	5
15.	Indemnification	6
16.	Accident Notification	7
17.	Notices	7
18.	Damage To or Destruction of Vehicle	7
19.	Application of Insurance Proceeds	7
20.	Non-Discrimination in Services	8
21.	Arrears or Default	8
22.	No Gratuities	8
23.	Independent Contractor	9
24.	Assignability	9
25.	Publications	9
26.	No Intended Third Party Beneficiaries	9
27.	Conflicts of Interest	9
28.	Cooperation on Claims	9
29.	Governing Law	10
30.	Severability; No Implied Waiver	10
31.	Entire Agreement	10
32.	No Oral Changes	10

EXHIBIT B

Vehicle Specifications

Exhibit A

1. Purpose of Agreement; Use of Vehicle

The purpose of this Agreement is to assist the Lessee in providing services to elderly residents of Suffolk County under separate contract(s) entered into between the Lessor and the Lessee, by the leasing to the Lessee of a Lessor-owned vehicle more particularly described in Exhibit B to this Agreement (the "Vehicle"). Lessor hereby leases the Vehicle to Lessee solely for the purpose of furnishing transportation or other services (such as meals to the homebound) for elderly residents of Suffolk County under such separate contract(s) as may be in effect from time to time during the term of this Agreement between the Lessor, acting through Aging (or such other Lessor office, department or instrumentality as may succeed to the functions of Aging), and the Lessee. Lessee shall not use the Vehicle for any other purpose whatsoever without the prior written consent of the Director of the Suffolk County Office for the Aging (or other officer of Lessor designated to succeed to such Director's functions). Under no circumstances shall the Lessee use or allow the use of the Vehicle in any way contrary to applicable laws, regulations or insurance requirements, nor shall Lessee use or allow the use of the Vehicle for any private purposes.

2. Term

This Agreement shall cover the period provided on the first page hereof, unless sooner terminated or extended as provided under this Agreement. "Commencement Date" shall mean the date of delivery of the Vehicle to the Lessee. Promptly after delivery, Aging and the Lessee shall sign a memorandum confirming the Commencement Date.

3. Termination of Agreement

(a) This Agreement may be terminated immediately by the Lessor if the Lessee shall fail to maintain the amount and types of insurance required by this Agreement or shall fail to comply with federal, state or local laws, rules, regulations or County policies or directives.

(b) In the event of any failure by the Lessee to fulfill its other obligations under this Agreement other than as set forth in subsection (a) above, or in the event of the termination or expiration without renewal of one or more of the contracts between the Lessor and the Lessee for services to the elderly referred in paragraph one (1) of this Agreement, the County may terminate this Agreement, provided that no such termination shall be effective unless the Lessee is given three (3) calendar days' written notice of intent to terminate, delivered in accordance with the provisions of paragraph sixteen (16) of this Agreement.

(c) Both parties shall have the right to terminate this Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate and in accordance with this Agreement; provided however, that no such termination shall be effective unless the other party is given at least thirty (30) days prior written notice in accordance with paragraph sixteen (16) of this Agreement.

(d) Upon receipt of a notice of termination or suspension, the Town shall promptly carry out the actions required by such notice.

4. Extension of Agreement

Upon written notification by Aging to the Lessee, the term of this Agreement may be extended for one (1) or more successive periods not in excess of five (5) years per extension on the same terms and conditions; provided, however, that the Lessee is not in default regarding any of the provisions of the agreement and that the Lessee does not notify Aging within thirty (30)

days after the receipt of such notification of its desire to terminate this Agreement at an earlier date, in which event it shall terminate at such earlier date.

5. Rent

Lessee shall pay the Lessor one dollar (\$1.00), receipt waived, as long as the Lessee shall use the Vehicle for the purposes specified in paragraph one (1) of this Agreement. In the event the Vehicle is used for purposes not authorized by this Agreement, Lessee shall pay rental charges as provided in paragraph six (6) below, until surrender of the Vehicle to the Lessor.

6. End of Term; Rental Charges

Upon the expiration of this Agreement, or within twenty-four (24) hours after other termination of this Agreement, Lessee shall surrender the Vehicle to Lessor at a facility of Lessor, as designated by Aging. If the Lessee fails to timely surrender the Vehicle, or during any period of use or instance of use of the Vehicle for, or in connection with, purposes other than those authorized in this Agreement, the Lessee shall pay to the Lessor as rental for the use of the Vehicle one hundred fifty dollars (\$150.00) per day, until the Vehicle is surrendered to Lessor.

7. Title and Registration

Title to the Vehicle and to all replacements, alterations and additions thereto shall be and remain in the name of the Lessor, but the Lessee shall register the Vehicle in its name as Lessee. The Lessor shall cooperate with the Lessee and shall provide such documentation as may be required and otherwise appropriate so that Lessee may procure and maintain such registration. At no time shall Lessee be entitled to retain the certificate of title. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the registration to Lessor.

8. Condition and Maintenance

(a) All manufacturers' warranties are hereby assigned by the Lessor to the Lessee, and the Lessor shall cooperate with Lessee in obtaining warranty period labor and parts. Lessee has reviewed the purchase specifications for the Vehicle and represents that it is familiar therewith and with the owner's and service manuals. Lessee, at Lessee's sole cost and expense, shall perform or cause to be performed all work, ordinary and necessary, foreseen and unforeseen, to maintain the Vehicle in good working order and appearance and in accordance with the manufacturer's manuals and recommended practices. Lessee shall maintain records of all repairs and maintenance performed and the records shall be available to Aging.

(b) In addition to scheduled maintenance, the Vehicle shall be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection or otherwise shall be promptly corrected and/or repaired.

9. Alterations and Additions

So long as Lessee is not in default under this Agreement, Lessee, at its sole expense, may make reasonable alterations and additions to the Vehicle with the written approval of Aging; provided that any such alterations or additions:

(a) Shall not change the general character of the Vehicle, reduce its fair market value below such value immediately before such alterations or additions, or impair its usefulness for the purpose provided in paragraph one (1) of this Agreement;

(b) Are effected with due diligence, in a good and workmanlike manner and in compliance with applicable laws, regulations and insurance requirements; and

- (c) Are promptly and fully paid for by Lessee.

10. Sole Responsibility of Lessee

Nothing in this Agreement or in any approval under the foregoing paragraph eight (8) shall constitute any consent or request by the Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in connection with the Vehicle or any part or equipment thereof, and nothing in this Agreement shall give Lessee any right or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property for the account of or as a liability or obligation of the Lessor.

11. Operational Information and Inspections

(a) Lessee shall provide such information relating to the use and operation of the Vehicle as may be requested from time to time by the Lessor.

(b) Upon written notification from Aging, Lessee shall make the Vehicle available for inspection at reasonable times and locations. The Lessor shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making such inspection.

12. Compliance With Requirements

Lessee, at its sole expense, shall promptly:

(a) Comply with all legal requirements, whether or not such compliance shall require structural changes in the Vehicle or interfere with its use, and

(b) Procure, maintain and comply with all permits, licenses or other authorizations and comply with all applicable Federal, State, County and local laws, regulations or rulings, applicable to the Vehicle or to Lessee's use thereof.

13. Lessee's Rights and Obligations

(a) Lessee will expend whatever funds are necessary to insure that the Vehicle is properly maintained in operable condition.

(b) Lessee will return the Vehicle to the Lessor in the same condition as when received except for normal wear and tear and mileage.

(c) In lieu of making necessary repairs to the Vehicle and returning it upon the expiration or termination of this Agreement, the Lessee may at its option elect to pay the Lessor the fair market value of the Vehicle and obtain title to the vehicle.

14. Risk of Loss; Insurance

(a) The Lessee assumes responsibility for all risks of loss through physical damage, including without limitation collision and comprehensive losses, to the Vehicle and to any part or equipment thereof.

(b) The Lessee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the Lessor. Unless otherwise specified by the Lessor and agreed to by the Lessee, in writing, such insurance will be as follows:

- (i) COMMERCIAL GENERAL LIABILITY INSURANCE, insurance, including contractual liability coverage, in an amount not less than Two Million Dollars

(\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

(ii) AUTOMOBILE LIABILITY INSURANCE in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence and PHYSICAL DAMAGE COVERAGE in an amount equal to the value of the vehicle as described in paragraph eighteen (18) below headed, "Damage to or Destruction of Vehicle".

(iii) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE if required by law. Lessee shall furnish to the Lessor prior to execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Lessee 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.

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

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

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

(f) If the Lessee is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

15. Indemnification

(a) To the extent permitted by law, the Lessee shall protect, indemnify and hold harmless the Lessor and its agents, officers, officials, employees, and servants from and against all liabilities, fines, penalties, actions, damages, demands, losses, claims, costs, suits or actions,

judgments, liens, encumbrances, costs and expenses caused by the negligence or any acts or omissions of the Lessee, including reimbursement of the cost of reasonable attorneys' fees incurred by Lessor and its agents, officers, officials, employees, and servants in any action or proceeding arising out of or in connection with this Agreement and/or by reason of liability imposed by law for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the Lessee, its agents, employees or subcontractors or of other persons, in connection with the use of the vehicle described or referred to in this Agreement.

(b) The Lessee shall defend the Lessor and its agents, officers, officials, employees, and servants in any proceeding or action, including appeals, arising out of or in connection with this Agreement or the use of the Vehicle described or referred to in this Agreement. At the Lessor's option, the Lessor may defend any such proceeding or action and require the Lessee to pay reasonable attorney's fees for the defense of any such suit.

16. Accident Notification

The Lessee shall notify its insurance carrier, and Aging, verbally and in writing within twenty-four (24) hours after any accident involving the Vehicle. Without limitation, such communications shall include a copy of any accident report and the names and addresses of any persons alleging, personal injury or property damage in connection with such accident.

17. Notices

(a) Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1) to the Lessee at the address on page one (1) of the Agreement and 2) to the Lessor care of Aging at the address on page one (1) of the Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor.

(b) All notices received by the Lessee relating to a legal claim shall be immediately sent to Aging and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

18. Damage To or Destruction of Vehicle

In case of any material damage to, or loss or destruction of the vehicle or of its equipment, the Lessee shall give notice as provided in the foregoing paragraph sixteen (16) headed, "Accident Notification", generally describing the nature and extent of such damage, loss or destruction, and the time, place and circumstances thereof, and shall promptly replace or repair the Vehicle and/or its equipment at least to the condition that it was in immediately prior to the damage, loss or destruction.

19. Application of Insurance Proceeds

In the event of damage to or loss or destruction of the Vehicle or any part or equipment thereof, Lessee shall use any proceeds of insurance solely to repair or replace the Vehicle or its

equipment and for no other purpose, and, if not so used, such proceeds and the Vehicle shall be forthwith turned over to the Lessor.

20. Non-Discrimination in Services

During the performance of this Agreement:

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

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
- ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
- iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

(b) The Lessee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

21. Arrears or Default

The Lessee warrants that it is not, and shall not be during the term of this Agreement, in arrears to the LESSOR for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, Lessee or otherwise on any obligation to the LESSOR.

22. No Gratuities

The Lessee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party,

with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, 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).

23. Independent Contractor

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

24. Assignability

The Lessee 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 the Lessee under the terms of this Agreement, to any other person or corporation, without the prior consent in writing of the Lessor, and any attempt to do any of the foregoing without such consent shall be of no effect.

25. Publications

Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

26. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Lessor and Lessee. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

27. Conflicts of Interest

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

28. Cooperation on Claims

Each of the parties agrees to render diligently to the other, without compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought

against the other party, its employees or designated representatives in connection with this Agreement.

29. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

30. Severability; No Implied Waiver

(a) It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, 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.

(b) No waiver shall be inferred from any failure or forbearance of the Lessor to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

31. 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.

32. 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 —

Exhibit B
Vehicle Specifications for Lease Renewal Agreement Between
The County Of Suffolk and
Town of Riverhead

Manufacturer: Ford Motor Company

Type of Vehicle: 14 Passenger Bus

Year and Make: 2010 Ford

Model No.: E4FF

Vehicle Identification Number: 1FDFE4FS5ADA08953

Color: White

Other Identifying Features and Special Equipment:

Wheelchair Lift; 2 Flip Seats; 2 Wheelchair Tie Down Kits; 2 Ceiling Grab Bars

TOWN OF RIVERHEAD

Resolution # 709

**AUTHORIZES CUSHMAN & WAKEFIELD OF LONG ISLAND, INC. FOR
MARKETING, SALE OR LEASE OF 542 EAST MAIN STREET
(SCTM #600-129-3-35.2) KNOWN AS EAST LAWN BUILDING**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, The Town Board of the Town of Riverhead seeks to market for lease or sale certain Town owned property located at 542 East Main Street, Riverhead, NY, SCTM #600-129-3-35.2 (“subject property”); and

WHEREAS, the Town Board has determined that it is in the best interests of the Town to obtain the services of a firm with expertise in marketing and sales of real property; and

WHEREAS, Cushman & Wakefield of Long Island, Inc. is a specialized business development firm providing high-level strategic and tactical advice to government agencies and companies in the marketing real estate for lease and sale.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and does hereby authorize the Supervisor to execute an agreement with Cushman & Wakefield of Long Island, Inc. limiting compensation to a commission basis to be paid at the time of closing of title not to exceed 5% commission of purchase price and subject to review 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 Cushman & Wakefield of Long Island, Inc., Attn: David Pennetta, Managing Broker, 401 Broad Hollow Road, Suite 301, Melville, NY 11747-4711; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 710

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
EVO EZPAY, LLC, AND SYSTEMS EAST, INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for Credit Card Processing, Debit Card Payment Processing and Electronic Check Payment Processing for the benefit of the general public, at various Town departments, offices and facilities by Resolution #114 adopted on February 3, 2015; and

WHEREAS, pursuant to the terms of the Request for Proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before March 12, 2015 at 11:00 a.m.; and

WHEREAS, the Town did receive numerous responses to the Request for Proposals from qualified parties; and

WHEREAS, after serious consideration of the responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award EVO eZpay, LLC, and Systems East, Inc., the contract to provide credit card payment processing, debit card payment processing and electronic check payment processing for the general public, at various Town departments, offices and facilities.

NOW THEREFORE BE IT RESOLVED, that the Town Board awards EVO eZpay, LLC, and Systems East, Inc., an opportunity to enter into an agreement with the Town of Riverhead to provide credit card payment processing, debit card payment processing and electronic check payment processing for the general public, at various Town departments, offices and facilities; and be it further

RESOLVED, that the Supervisor is authorized to execute an agreement with EVO eZpay, LLC, and Systems East, Inc., in substantially the same form as annexed hereto and subject to review and recommendation for signature approval by the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

PSA for Reso # 710

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Consultant/Professional Services Agreement (hereinafter referred to as "Agreement") made the 6th of October, 2015, among the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its offices located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town"); EVO eZpay, LLC, with a principal place of business at 515 Broadhollow Road, Melville, New York, 11747 (hereinafter referred to as "EVO"), and Systems East, Inc., d/b/a Xpress-pay.com, a corporation existing under the laws of the State of New York with a principal place of business at 6 Locust Avenue, Cortland, New York 13045 (hereinafter referred to as "Systems East").

In consideration of the mutual promises herein contained, Town, EVO and Systems East agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, EVO and Systems East shall furnish credit card/debit card/electronic check payment processing services as set forth in the Merchant Processing Agreement, Merchant Application and Xpress-pay.com Enrollment Agreement attached hereto as "Schedule A" (collectively the "Merchant Agreement"), the terms and conditions of which are incorporated by reference and made a part hereof as if fully set forth in their entirety herein. In the event of a conflict between the terms of the collective Merchant Agreement and the terms of this Consultant/Professional Services Agreement, the terms of this Consultant/Professional Services Agreement shall control. However, nothing contained herein shall modify the terms of processing set forth in the Merchant Agreement regarding the duties and obligations of the parties to comply with the rules and regulations of the various card associations and EVO's processing bank. Processing services to be performed by EVO and Systems East pursuant to this Agreement are to be rendered as an independent contractor and not as an employee of Town.

The scope of services shall be provided to the following town departments:

- a. Receiver of Taxes
- b. Town Clerk
- c. Parks & Recreation Department
- d. Water District
- e. Building Department
- f. Sanitation Department.
- g. Planning Department

All parties agree that additional town departments may be added regarding the scope of processing services upon the same terms and conditions herein upon town board resolution and upon written consent of EVO and Systems East.

2. TERM OF AGREEMENT

This Agreement shall commence on October 6, 2015, and terminate on October 5, 2018, unless terminated earlier as addressed herein.

3. PAYMENT

For these services, Town will pay the following fees:

Town, inclusive of each town department delineated in paragraph 1(a) to (g), above, and any additionally designated town departments hereafter, shall pay an annual "bundled" rate that will cover all town departments regarding monthly gateway access fees and Payment Card Industry Security Standards Council (PCI DSS) compliance fees in the total amount of \$600.00 encompassing all present and future town departments that are or will utilize such credit/debit card processing services. The Planning Department and any new additional town departments shall pay a one-time Gateway activation fee in the amount of \$25.00. Each of the town departments named in paragraph 1(a) to (f), above, are exempt from payment of Gateway activation fees. In addition, each town department choosing to receive electronic check processing services (presently Receiver of Taxes and the Parks & Recreation department) shall individually pay a \$5.00 per month processing fee for each month such services are provided. The Town shall not be liable for any other costs or expenses, including equipment costs, during the term of this Agreement

EVO/Systems East shall provide separately to each town department receiving credit/debit/electronic check processing services data breach liability insurance protection in the amount of \$50,000 per event and per town department. Such insurance protection shall be provided by EVO and/or Systems East to the Town in an insurance certificate meeting insurance-industry compliance standards, within ten (10) calendar days of receipt of a fully-executed Agreement.

In addition, all parties agree that Town shall pay the "bundled" annual gateway access fees and PCI DSS compliance fees in the total amount of \$600.00 no later than January 31st of each respective calendar year to EVO for each year such service is provided. In addition, Town shall pay a pro-rated rate regarding annual gateway access fees and PCI DSS compliance fees regarding calendar year 2015. Furthermore, Town shall pay EVO respective electronic check processing service fees no later than January 31st of each respective calendar year to EVO for each year such service is provided, including a pro-rated amount regarding calendar year 2015. EVO and Systems East shall each respectively hold the Town harmless and respectively indemnify Town regarding any dispute, cause of action, claim, loss, or issue regarding actual payment of the gateway access fees, PCI DSS compliance fees and electronic check processing fees paid to EVO on behalf of EVO and/or Systems East. The Town shall not be liable for any other costs or expenses, including equipment costs, during the term of this Agreement.

ADDITIONAL PAYMENT TERMS TO BE PAID BY PARTIES USING SUCH CREDIT/DEBIT/ELECTRONIC CHECK PROCESSING SERVICES

All parties agree that notwithstanding what may be contained in the attached Schedule "A" (merchant agreement), all parties paying town property taxes, fees, charges and other expenses to the Town via credit/debit card transaction and electronic check transaction shall incur transaction costs payable to EVO and Systems East, jointly, as follows:

Credit/Debit Card fixed rate for VISA/Master Card: 2.57% plus a .60 cent transaction fee per each transaction.

Electronic Check: \$1.95 per check.

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 EVO and Systems East by Town, shall be and remain the sole property of Town. EVO and Systems East 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, EVO and Systems East hereby agree and assign 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

EVO and Systems East 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 EVO and Systems East. EVO and Systems East shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, or 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 for any reason by any of the parties upon 30 days written notice to the other parties. In the event of such termination, Town shall have no further obligation to EVO and/or Systems East except to make any payments which may have become due under this Agreement. EVO and/or Systems East may terminate this Agreement immediately upon written notice to Town in the event EVO and/or Systems East determine that any potential risk of loss exists.

8. RECORDS

EVO and Systems East shall keep accurate records in the performance of services hereunder. Upon request of the Town, EVO and Systems East shall provide Town with documentation necessary to substantiate any 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 EVO and/or Systems East, issue additional instructions, request additional services or request the omission of services covered by this Agreement. In such event, the parties shall mutually agree upon a price for the revised services. In the event that EVO and/or Systems East determines that a change order is required, EVO and/or Systems East 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, EVO and/or Systems East 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 EVO and/or Systems East 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, Deputy Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York; or (ii) Patrick Hayes, Member, EVO eZpay, LLC, if mailed by certified mail, postage prepaid to Patrick Hayes, Member, EVO eZpay, LLC, 515 Broadhollow Road, Melville, New York, 11747; or (iii) to James Buttino, President, Systems East, Inc., if mailed by certified mail, postage pre-paid to James Buttino, President, Systems East, Inc., 6 Locust Avenue, Cortland, New York 13045. Any notice shall be deemed given on the date that it is received by the party to whom it is sent.

11. COMPLIANCE WITH LAWS

EVO and Systems East shall comply with all applicable federal, state and local laws and ordinances and regulations (public, private and/or proprietary) in the performance of its services under this Agreement. EVO and/or Systems East will notify Town immediately if EVO and/or Systems East's work for Town becomes the subject of a government audit or investigation. EVO and/or Systems East will promptly notify Town if EVO and/or Systems East are indicted, suspended or debarred. EVO and Systems East respectively represent that EVO and Systems East have not been convicted of fraud or any other crime arising out of a contract with any local, state or federal agency, or any private entity. In carrying out the work required hereunder, EVO and Systems East agree 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. EVO and Systems East 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 EVO's and Systems East's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

EVO and Systems East shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. EVO and Systems East hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions (including appeals), judgments or demands against Town, its departments, officers, agents and employees against any and all damages, liabilities or expenses, including counsel fees, arising out of the gross negligence or willful misconduct of both EVO and Systems East regarding the scope of services so provided. In addition, EVO and Systems East agree, that with respect to any transactions processed pursuant to this Agreement, EVO and Systems East shall indemnify and hold harmless the Town, its officials, officers, directors, employees, successors, and assigns, from and against, any and all damages, losses, liabilities, actions, claims, demands, judgments, penalties, charges and fines, including interest, which may be incurred or imposed as a direct result of any convenience fee(s) or other charges or fees so charged by EVO and/or Systems East or their respective affiliates or third-party vendors, to a cardholder or subscriber to the services so provided. This indemnification/hold harmless provision shall survive termination of the Agreement, including any renewal Agreements, if, or when, such Agreement(s) terminate.

13. CONFLICT OF INTEREST

EVO and Systems East 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, or contract with the Town for sale of any product or service. EVO and Systems East 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. EVO and Systems East 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, and upon ten (10) days prior written notice to EVO and/or Systems East, 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 EVO and/or Systems East fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to EVO and/or Systems East not to exceed thirty (30) days, and an opportunity for EVO and/or Systems East 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 EVO and/or Systems East, 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 in Suffolk County, New York, with each side to bear their own costs, expenses, and legal fees. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, EVO and/or Systems East shall proceed diligently with the performance of this Agreement in accordance with the decision of Town unless the Agreement has been terminated in accordance with its terms.

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

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

By: Patrick Hayes, Member
EVO eZpay, LLC
515 Broadhollow Road
Melville, New York 11747

By: James Buttino, President
Systems East, Inc.,
6 Locust Avenue
Cortland, New York 13045



515 Broadhollow Road • Melville, NY 11747-3709
 Phone 1.800.CARDSWIPE • Fax (516) 479-9020
 www.evopayments.com

Schedule A

Merchant # _____
 New Location Additional Location

Sales Office/ISO # EZP999001

Location # 1 of 1

MERCHANT APPLICATION

BUSINESS NAMES

Legal Name: <u>Town of Riverhead</u>	DBA Name:
Legal Address: <u>200 Howell Avenue</u>	DBA Address (no PO Box):
Legal City, State, Zip: <u>Riverhead, NY 11901</u>	DBA City, State, Zip:
Legal Phone #: _____ Contact: _____	DBA Phone # (non-mobile is preferred):
Cust. Svc. # (if different):	Website Address: <u>www.townofriverheadny.gov</u>
Fax #: _____	Email Address (required to receive E-statement availability notification):

MERCHANT PROFILE

Form of Ownership (mandatory): Sole Proprietor Corporation Government Tax Exempt Organization Indicate 501c Category _____
 Partnership Limited Liability Company Other: _____

Type of Goods or Services Sold: _____ SIC Code: 9399

Do you currently process Credit Cards? Yes No
 If yes, submit three current months' processing statements

Name of current processor: EVO Payments International

Processing Profile:
 Retail _____ %
 Restaurant _____ %
 Lodging _____ %
 Service _____ %
 Mail/Telephone Order _____ %
 eCommerce _____ %
TOTAL MUST EQUAL 100%

Has Merchant or any associated principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? No Yes
 If yes, date filed: _____

Federal Tax # (9 digits, no dashes): 1 1 6 0 0 1 9 3 5

Bank Name: _____ Routing #: _____ # of Locations: _____ Years in Business: _____ Years Owned Business: _____
 Checking Account #: _____ Bank Phone # (10 digits, no dashes): _____

MEMBER BANK INFORMATION

Deutsche Bank AG, c/o Deutsche Card Services GmbH, Kalltenbornweg 1-3, 50679 Cologne, Germany +49 221 99577 777 support.deucs@db.com

IMPORTANT MEMBER BANK RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargebacks below thresholds.
3. Merchant must review and understand the terms of the Merchant Agreement.
4. Merchant must comply with Visa Operating Regulations.
5. Merchant must comply with the American Express Merchant Operating Guide which can be found at www.americanexpress.com/merchantopguide. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.

**** Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you (merchant) must validate PCI DSS compliance (see #1(b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.****

1. Have you ever experienced an Account Data Compromise ("ADC")? Yes No If yes, provide date of compromise: _____
 a) Have you validated PCI DSS compliance? Yes No If yes, go to #1(b); if no, go to #2
 b) Date of compliance, Report on Compliance ("ROC") or Self Assessment Questionnaire ("SAQ"): June 2015
 c) What is the name of your Qualified Security Assessor ("QSA")? Trustwave Trustkeeper or SAQ (circle one): A, A-EP, B, B-IP, C, C-VT, D or P2PE-HW
 d) Date of last scan: June 2015 Approved Scanning Vendor's name: Trustwave
2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")? Yes No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number ("FCN"), electronically? Yes No
 a) If yes, where is card data stored? Merchant's location only Primary Service Provider Other Service Provider
 Merchant's Headquarters/Corp office only Both Merchant and Service Provider(s) All Apply
4. What Primary Service Provider/Software Developer did you purchase your POS application from (i.e., software, gateway)? _____
 a) What is the name of the Service Provider/Software Developer's application? _____ Software Version #: _____
 b) Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)? Yes No
 c) If yes, name the other Service Provider: _____

(Individual Ownership Must be Equal to or Greater than 50%)

Name: _____	Title: _____	Date of Birth: _____	Social Security #: _____	% Equity Ownership: _____
Residence Address: _____	City: _____	State: _____	Zip: _____	# yrs: _____ Home Phone #: _____ Driver's Lic. #: _____ ST: _____

Name: _____	Title: _____	Date of Birth: _____	Social Security #: _____	% Equity Ownership: _____
Residence Address: _____	City: _____	State: _____	Zip: _____	# yrs: _____ Home Phone #: _____ Driver's Lic. #: _____ ST: _____

(To Be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: GOVERNMENT OFFICES

Area Zoned: Commercial Industrial Residential Is inventory/merchandise amount consistent with type of business? Yes No

If No, explain: _____

The Merchant: Owns Leases the Business Premises Landlord Name & Phone #: _____

Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No

Further comments by Inspector (required): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Merchant Initials (required) _____

Representative Print Name PATRICK F. HAYES Representative Signature _____ Date: _____

CARDHOLDER STORAGE COMPLIANCE & SERVICE PROVIDER

OWNER(S) OR OFFICER(S)

MERCHANT SITE SURVEY REPORT

RATE SCHEDULE

INTERCHANGE PLUS	DISCOUNT RATE	Rate	Unit	Program	Rate	Unit
○	●	2.15	%	Visa / MasterCard / Discover / PayPal* Credit Card Discount Rate:	2.15	%
		N/A	%	American Express Discount Rate**:	N/A	%
		\$0.10	Per Item	Transaction Fee:	N/A	Per Item
		N/A	Per Item	Offline Debit Transaction Fee:	N/A	Per Item
		N/A	Per Item	Debit Transaction Fee (plus Debit Network Fees):	N/A	Per Item
		\$2.95	Monthly	Debit Access Fee:	\$30.00	Per Item
		N/A	Monthly	Bank Service Fee:	\$15.00	Per Item
		\$ 0.05	Per Item	AVS Surcharge:	\$30.00	Per Item
		\$ 0.25 / \$0.10	Per Batch	Batch Fee / Split Batch Fee (additional):	\$ 9.50	Monthly
		\$28.00	One Time	Wireless Activation Fee (per device):	\$ 7.75	Monthly
		\$17.00	Monthly	Wireless Access Fee (per device):	\$28.00	One Time
		N/A	Monthly	Accelerated Funding Fee:	\$10.00	Monthly
		N/A	Monthly	Mobile Fee (per device):	\$ 0.05	Per Item
		\$1.50	Per Call	Voice Authorization Fee:	\$ 4.95	Monthly
				TrustKeeper PCI Product Suite***:		
				Activate your account at http://pci.trustwave.com/go/evoPCI		

We understand and agree to the following: 1) Discount rate as stated above will be charged on "Qualified Rate" transactions. Qualified Rate transactions are defined as electronically authorized and swiped transactions that are batched and closed daily. In addition, sales volume may be charged for Association dues and assessments at a rate of up to 0.20%. 2) All lodging, car rental, small ticket, convenience and Express Services transactions may have a surcharge of up to 0.49% added to the Qualified Rate. 3) A "Mid-Qualified" surcharge of up to 1.53% + \$0.20 may be added to the Qualified Rate under the following circumstances: a) Cardholder and card present at merchant's point of sale device, key entered, signature obtained, Address Verification Service ("AVS") with full match of billing zip code, settled within three days of authorization; settle amount must equal authorized amount; b) Card not present, single authorization only, order number required, AVS with full match of billing zip code, settled within two days of authorization, settle amount must equal authorized amount; c) Certain Discover, American Express, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card transactions. 4) A "Non-Qualified" Cards; 1 & E, Mail/Telephone, e-Commerce, certain Discover, American Express, Visa Rewards & Visa Signature, MasterCard Enhanced Value & MasterCard World Card. 5) If Interchange/Cost Plus: All transactions will be assessed the current, published interchange rates, in addition to the basis points as stated above. The published rates for Visa and MasterCard can be viewed at: www.visa.com and from the country code of the Merchant. 7) On international transactions Merchants may be charged a rate of up to 1.05% for Visa's International Acquirer Fee, Maestro U.S. and MasterCard's Acquirer Program Support Fee and Discover's International Service Fee and International Processing Fee. 8) POS high-speed processing and/or gateway activation may be subject to a one time set up fee of up to \$100.00, depending on provider. 9) An early closure fee of \$250.00 will be paid to EVO if the Merchant Processing Agreement is not terminated in accordance with the Terms and Conditions. 10) Merchant will also be assessed the following fees on Visa transactions: the Visa Misuse of Authorization System Fee, which will be assessed on authorizations that are approved but not settled in a timely manner; the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that do not correspond to a valid authorization within the prior 30 days; and the Visa Zero Dollar Verification Fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization. These fees of up to \$0.10 per transaction will be displayed as separate items on Merchant's monthly statement and may include fees assessed by both the applicable card association and Bank or EVO. 11) Merchant will also be assessed each month the following Card Association fees: Fixed Network Fee and Acceptance and Licensing Fee. These fees, which may vary each month, are based on Merchant Category Codes, the number of merchant locations by Merchant's taxpayer identification number, and/or Merchant's processing volume by Merchant's taxpayer identification number. For additional information about these fees go to www.evopayments.us/FNF. 12) Merchants will be assessed Card Association Authorization/Settlement Network Access/Usage Fee at a rate of up to \$0.05 per transaction. A Digital Enablement Fee of up to 0.05% may be assessed on select card not present transactions. *For PayPal Terms & Conditions see www.evopayments.com/terms-and-conditions. ** American Express Fees: Up to 0.50% CNP fee will be charged for any transaction where the Card is not presented at the time of the transaction; a Network fee of up to 0.30% may be assessed on sales volume; and an Inbound Fee of up to 0.75% may be assessed where the country code of the card issuer differs from the merchant. *** If a TrustKeeper account is not activated within 60 days of the date of this agreement a PCI Non-Compliance fee of \$24.50 will be assessed quarterly.

AMERICAN EXPRESS: If Merchant has elected to accept American Express Cards, Merchant acknowledges that in the event American Express determines that Merchant is or has become a High CV Merchant, then American Express may convert Merchant from the EVO American Express Opt-Blue Program to a direct Card acceptance relationship with American Express which has different servicing terms. Upon conversion Merchant acknowledges and agrees that (a) Merchant will be bound by American Express' then current Card Acceptance Agreement, and (b) American Express will set the pricing and establish the terms of the relationship.

By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

STAPLE VOIDED CHECK HERE

Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account end to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entities in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes ANY PARTY TO THE AGREEMENT or any of their agents to investigate the references provided or any other statements or data obtained from MERCHANT, and from any of the undersigned personal guarantor(s), or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

BANK CARD: AVERAGE TICKET SIZE: _____ *HIGHEST TICKET SIZE: _____ MONTHLY VOLUME: _____
AMEX: AVERAGE TICKET SIZE: _____ *HIGHEST TICKET SIZE: _____ MONTHLY VOLUME: _____

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs A.C. 9 and 13.B of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT. *Highest ticket for informational purposes only.

IMPORTANT NOTICE: All information contained in this application was completed or supplied by all contracting parties. EVO and BANK shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of EVO and BANK. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing.

FOR ALL CORPORATIONS CORP. RESOLUTION - The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the herewithin named corporation. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

As a primary inducement to EVO and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to EVO and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and EVO and Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that EVO and Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by EVO and Bank or Merchant. Guarantor(s) waives trial by jury with respect to any litigation arising out of or relating to this personal guaranty. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of EVO and Bank. Guarantor(s) understands that the inducement to EVO and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

If Merchant submits a transaction hereunder, Merchant will be deemed to have accepted the Terms and Conditions of the Merchant Processing Agreement.

X _____
 #1 From Application—Signature Date

X _____
 #2 From Application—Signature Date

X
 Accepted by EVO Merchant Services, LLC

X
 Accepted by Deutsche Bank AG, New York

X
 Accepted by Deutsche Bank AG, New York

PERSONAL GUARANTY (NO TITLES)

AGREED AND ACCEPTED

X _____
 #1 From Application—Signature Date

X _____
 #2 From Application—Signature Date

EQUIPMENT/ADDITIONAL SERVICES

Equipment: Purchase from EVO Reprogram Merchant's existing equipment
 If purchase, choose equipment: Terminal PINPad Software Other: _____
 Ship equipment to: Merchant ISO Other: _____ Ship to: Commercial Residential
 Choose shipment method: Overnight 2nd Day Ground
 Must choose one: Starter Kit Starter Package (includes manual imprinter)
 If lease, indicate: LSI Other: _____

TERMINAL TYPE: NEW <input type="radio"/> DEJAVOO V8 Dual Comm <input type="radio"/> OMNI VX510 Dual Comm <input type="radio"/> OMNI VX520 Dual Comm <input type="radio"/> OMNI VX570 Dual Comm	COMM TYPE: <input type="radio"/> DIAL <input type="radio"/> IP <input type="radio"/> DIAL <input type="radio"/> IP <input type="radio"/> DIAL <input type="radio"/> IP <input type="radio"/> DIAL <input type="radio"/> IP	REPROGRAM (Dial only except as noted) <input type="radio"/> DEJAVOO X5 <input type="radio"/> DEJAVOO X8 <input type="radio"/> DIAL <input type="radio"/> IP <input type="radio"/> EQUINOX T4210 <input type="radio"/> EQUINOX T4220 <input type="radio"/> DIAL <input type="radio"/> IP <input type="radio"/> OMNI VX510LE <input type="radio"/> OMNI VX510 <input checked="" type="radio"/> Other: SYSTEMS EAST/XPRESS-PAY.COM
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WIRELESS TERMINAL TYPE: (NOTE: NEW EVO SIM CARD REQUIRED FOR ALL GPRS REPROGRAMS)
 OMNI VX680 S/N _____
 NURIT 8020 Wireless (GPRS) (repro only) S/N _____
 EQUINOX M4230 (repro only) S/N _____
 DEJAVOO M3 (repro only) S/N _____
 NURIT 8000 Wireless (GPRS) (repro only) S/N _____
 Other: _____

SOFTWARE: <input type="radio"/> EVO Charge <input type="radio"/> PC Charge Version #: _____ <input type="radio"/> PAYware PC Version #: _____ <input type="radio"/> Other (must specify Vendor and Version #): _____	#MOBILE SOFTWARE: <input type="radio"/> VFN PAYware Mobile iPhone Model: _____ Android Model: _____ <input type="radio"/> Magtek Quick Pay iPhone Model: _____ Android Model: _____
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GATEWAY: EVO Authorize.Net EVO PayPal (choose one): PayFlow Pro PayFlow Link
 OMNI PayTrace Other: _____ Gateway Administrator email address (required): _____

By signing this application it is agreed that EVO shall not be held responsible for (a) any wireless terminal repairs or (b) providing a replacement wireless terminal due to equipment failure. The terminal manufacturer shall handle all wireless terminal repairs and replacements. I also understand that due to the complexity of these wireless terminals, the manufacturer may not be able to provide a replacement while completing repairs. In addition, I further agree that a wireless terminal is NOT covered by participation in the EVO Supply/Replacement Program. EVO will not be responsible for any problems with the wireless services provided pursuant to this agreement. See Rate Schedule for Wireless Fees. Fees are subject to change.

TERMINAL APPLICATION:
 WITH TIPS WITHOUT TIPS LODGING MOTO QPS Merchant Refund Policy: No Refund Exchange Only In-Store Credit Only
 PINPAD TYPE: HYPERCOM P1300 VERIFONE 1000SE VERIFONE VX805

CHECK EQUIPMENT: MAGTEK Reader MAGTEK Imager RDM Imager Other: _____
 ACCESSORIES: MAGTEK Mini Swipe Card Reader USB (choose one): Authorize.Net EVO Charge PC Charge PAYware

Equipment selection may be subject to availability/processing requirements.

ADDITIONAL SERVICES:
 EVO Check Advantage* List Existing Merchant # (will apply to all terminals unless specified): _____
 Other Check Service: _____ List Existing Merchant # (will apply to all terminals unless specified): _____
 Merchants Capital Access*
 Other Card Types: NEW EXISTING LIST EXISTING MERCHANT NUMBERS
 AMERICAN EXPRESS ESA OnePoint (default if none checked)
 EBT* N/A N/A Existing FCS #: _____
 DEBIT GIFT* LOYALTY* VOYAGER* WRIGHT EXPRESS*

Upon Approval of Visa/MasterCard/Discover processing, allow 48-72 hours for new non-bankcard(s) to be added.
 *Addendum/Application Required

SPECIAL INSTRUCTIONS (requests are subject to management approval, please print clearly):
 Request change of ownership. Existing MID number to close: _____
 Request to pick up equipment/starter kit at EVO Melville. _____
 Other: _____

 Merchant elects to receive monthly merchant account statements via U.S. Mail to:
 Legal Address or DBA Address or Other _____

Schedule A

MERCHANT PROCESSING AGREEMENT

This document, "Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions") together with the terms and conditions of the Merchant Application. The bank ("Bank") identified in this Agreement is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"), and Deutsche Bank AG, New York Branch, EVO Merchant Services, LLC d/b/a EVO (EVO) is a registered independent sales organization of Visa and a member service provider of MasterCard. This Agreement is between EVO, Bank, and the merchant (or "you") identified in the Merchant Application ("Merchant"). Merchant and EVO agree that the rights and obligations contained in this Agreement do not apply to Bank with respect to Discover and American Express transactions. To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB and Diners Club cards under the Discover network and such transactions will be processed at the same rate as Merchant's Discover transactions are processed. Any references to the Debt Sponsor shall refer to the debit sponsors identified below.

RECEIPTS Merchant desires to accept credit cards ("Cards") validly issued by members of Visa, MasterCard, Discover, and American Express. Bank and EVO desire to provide credit card processing services to Merchant. Therefore, Merchant, EVO and Bank agree as follows: TERMS AND CONDITIONS

- 1. Honoring Cards. A. Without Discrimination. You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" (sometimes referred to as "Card Member" in some card association or network organization materials) means a person possessing a Card and purporting to be the person in whose name the Card is issued. You will not establish a minimum or maximum transaction amount as a condition for honoring a Card. B. Cardholder Identification. You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number listed on a current Electronic Warning Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below). C. Card Recovery. You will use your best efforts to retain any Card: (i) on Visa Cards if the printed four digits below the embossed account number do not match the first four digits of the embossed account number; (ii) if you are advised by EVO or Bank (or a designee) the issuer of the Card or the designated voice authorization center to retain it; (iii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iv) if, for MasterCard Cards, the embossed account number, indent printed account number and encoded account number do not match or the Card does not have a MasterCard hologram on the lower right corner of the Card face. D. Surcharge. You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using a Card. E. Return Policy. You will properly disclose to the Cardholder, at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise. F. No Claim Against Cardholder. You will not have any claim against or right to receive payment from a Cardholder unless EVO and Bank refuses to accept the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt of a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services issued in a Sales Draft, and if you receive any such payments you promptly will remit them to EVO and Bank. G. Disputes With Cardholders. All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither EVO nor Bank bear any responsibility for such transactions.

- 2. Authorization. A. Required on All Transactions. You will obtain prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder. B. Effect. Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. C. Unreadable Magnetic Stripes. When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to EVO and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions. 3. Presentation of Sales Drafts.

- A. Forms. You will use a Sales Draft ("Sales Draft") or other form approved by EVO and Bank to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services provided; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit card penalty; and (vii) the signature line, a notation that all sales are final, if applicable. B. Signatures. Each Sales Draft must be signed by the Cardholder and the Card transaction is a valid multi-telephone order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.

- C. Presentation of Information. If the following information is not legibly imprinted on the Sales Draft, you will legibly inscribe on the Sales Draft before submitting it to EVO and Bank: (i) the Cardholder's name; (ii) account number (iii) expiration date of the Card and (iv) the Merchant's name and place of business. Additionally, for MasterCard transactions you will legibly inscribe the name of the bank issuing the Card as it appears on the face of the Card. D. Delivery and Retention of Sales Drafts. You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the Sales Draft or credit memorandum for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules require). E. Electronic Transmission. In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions and, at EVO's sole discretion, the deposit of the funds received for such sales or credit transaction into the Reserve Account. In using electronic authorization, you provide your own electronic terminal or similar device, such terminal must meet EVO and Bank's requirements for processing transactions. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to EVO and Bank or their agent in the form EVO and Bank from time to time specify or as required under the Rules. If EVO or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.

- 4. Deposit of Sales Drafts and Funds Due Merchant. A. Deposit of Funds. I. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, Title 11, U.S.C. § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less repayment of any credits), adjustments, fines, chargebacks, or fees). You shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of a card association or network organization. You acknowledge that your obligation to EVO and Bank for all amounts owed under this Agreement arises out of the same transaction as EVO and Bank's obligation to deposit funds to the Designated Account. II. Provisional Credit. Notwithstanding the previous sentences, under no circumstances will EVO or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by EVO and Bank. All Sales Drafts and deposits are subject to audit and final checking by EVO and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks, recoupment, adjustments, fines and fees; (ii) in accordance with the Rules; (iii) for any of your obligations to EVO and Bank; and (iv) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. EVO and Bank may elect, but are not required, to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within EVO and Bank's sole discretion. B. Processing Limits. EVO and Bank may impose a cap on the volume and ticket amount of Sales Drafts that you may process for you, as indicated to you by EVO or Bank. This limit may be changed by EVO or Bank upon written notice to you. B. Chargebacks. You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the amount of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account, the Reserve Account (defined in Section 7, below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.

- C. Excessive Activity. Your presentation to EVO and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the netted monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of Excessive Activity. EVO and Bank take any action they deem necessary including but not limited to, suspension of processing privileges and establishment or increase in the amount allocated to the Reserve Account and a reduction in the amount of provisional credit remitted to you in accordance with this Agreement. D. Credit. I. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. EVO or Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to EVO and Bank. You will not submit a credit memorandum relating to any Sales Draft not originally submitted to EVO and Bank, nor will you submit a credit memorandum that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction. II. Revocation of Credit. EVO or Bank may refuse to accept any Sales Draft, and EVO and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his liability. EVO and Bank may refuse to accept any Sales Draft, and EVO and Bank may revoke prior acceptance of a Sales Draft if the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay EVO and Bank any amount previously credited to you for a Sales Draft not accepted by EVO and Bank or where accepted, is revoked by EVO and Bank.

- E. Reprocessing. Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back. F. Miscellaneous. You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement. 5. Other Types of Transactions.

- A. Debit Card Processing Services. You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you. Debt Sponsor shall act as your sponsor with respect to the participation of point-of-sale terminals owned, controlled, owned/operated by you (the "Covered Terminals") at each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, Interlink, Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tyme, which Networks may be changed from time-to-time by Debt Sponsor or EVO without notice. You may also have access to other debit networks that do not require a sponsor. EVO will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks, and EVO will provide connection to such Networks, terminal applications, settlement, and reporting activities (collectively, the "Services"). You will comply with all federal, state, and local laws, rules, regulations and ordinances (Applicable Laws) and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debt Sponsor to act as sponsor for you in each Network, and you shall obtain all consents, approvals, authorizations, or orders of any governmental agency or body required for the execution, delivery, and performance of this Agreement. You agree to utilize the debit card services in accordance with this Agreement, its exhibits or attachments, and EVO's instructions and specifications, and to provide EVO with the necessary data in the proper format to enable EVO to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to you upon request. You will provide prompt written notice to EVO in the event that you are subject to any of the following: I. Condition for a felony offense or any other crime involving moral turpitude; ii. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on your part; iii. Bankruptcy filing or petition in Federal or state law; iv. Any material adverse change in your assets, operations, or condition, or adverse action taken by the threat or filing of any litigation against you, the outcome of which reasonably could have a material adverse effect on your ability to perform operations; v. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or consumer agency or any operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or vi. Any disciplinary action taken by any Network against you or any of your principals. EVO may terminate or suspend in its discretion Debt Sponsor's sponsorship of you in any Network or modify the provision of Services to you: I. Immediately upon notice to you of the occurrence of any of the conditions set forth in items (i) through (vi) in this Section; II. In the immediately preceding paragraph or if Debt Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by such Network; iii. Thirty (30) days after written notice by EVO to you of the occurrence of any of the conditions set forth in items (iv), (v), or (vi) in the immediately preceding paragraph or if Debt Sponsor terminated its membership or participation in such Network; iv. Immediately upon notice to you in the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or v. Immediately upon notice to you of the occurrence of any other circumstance with respect to this Section that may reasonably be expected to have an adverse effect on EVO. The parties hereto acknowledge and agree that EVO shall pay Debt Sponsor's and all fees related to Debt Sponsor's sponsorship of you in the Networks; provided, however, that in the event EVO fails to pay such amounts, Debt Sponsor shall be entitled to recover all such amounts directly from you and you agree to pay all such amounts. You shall not in any way indicate that Debt Sponsor endorses your activities, products or services, or that you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or be deemed to have as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debt Sponsor and you. You shall indemnify and hold harmless EVO and its affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in-house counsel, whether or not legal proceedings are instituted) paid or incurred by or on behalf of EVO as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debt Sponsor's sponsorship of you in any Network. In the event that Debt Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, EVO may assign Debt Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debt Sponsor's debit sponsorship of you under this Agreement.

- B. Multi-Telephone Order. EVO and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder or Card is not present (multi-telephone order) due to the high incidence of customer disputes. You will obtain the expiration date of the Card for a multi-telephone order and submit the information to EVO and Bank upon obtaining authorization of the Card transaction. For multi-telephone order transactions, you will type or print legibly on the signature line the full name and telephone number and "TO" or "mail order" or "MO". You must promptly notify EVO and Bank if your retail/multi order/telephone order or telephone order percentages represented to EVO and Bank in the Merchant Application. EVO and Bank may cease accepting multi-telephone order transactions, or limit their acceptance of such transactions, or increase their fees if this risk changes. Bank will release proof of Merchant live (5) business days after the transaction date for multi-telephone orders. Merchant agrees to use and retain proof of a traceable delivery system as means of shipment of product to the customer. Merchant agrees that transactions will not be processed until products are shipped to the Cardholder. Merchant agrees to pay a charge of \$0.95 per AVS transaction, if applicable. This agreement may be immediately terminated by Bank if Merchant fails to comply with any of the terms of the agreement.

- C. Recurring Transactions. For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder, (ii) a return from EVO or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction".

- D. Multiple Sales Drafts. You will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or transaction record, unless (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules. E. Partial Completion. I. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of EVO or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination. In addition to any other remedies available under the Laws or Rules, ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must create one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered, or you have fully performed the services. F. Future Delivery. You will not present any Sales Draft or credit memorandum to Bank for processing "whether by electronic means" which relates to the sale of goods or services or future delivery without EVO and Bank's prior written authorization. Such consent will be subject to Bank's final approval. If EVO or Bank have given such consent, you represent and warrant to EVO and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

- G. Electronic Commerce Transactions. You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained EVO's consent. If you submit EC transactions without our consent, we may immediately terminate this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Program (SDP), and American Express' Merchant Data Security Requirements (MDSR), and to the extent that they apply to you, you agree to comply with, and ensure such transactions comply with, the terms of each. You understand that transactions processed via EC are at high risk and subject to a higher incidence of chargebacks, and you will have obtained consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication credits related to EC transactions are your responsibility. You understand that EVO will not manage the EC transaction information and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in U.S. currency. I. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain all of the following information: i) complete description of the goods or services offered, ii) returned merchandise and refund policy, iii) customer service contact, including electronic mail address and/or telephone number, iv) transaction currency (such as U.S. or Canadian dollars), v) export or legal restrictions, if known, and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal cardholder data in the database, you must follow PCI DSS, CISP, SDP, and MDSR guidelines on securing such data. ii. If you accept EC transactions, you must install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data and data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data; not use vendor-supplied defaults for system passwords and other security parameters; back access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to Cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder information and compliance with the PCI DSS, CISP, SDP, and MDSR Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines and you agree to indemnify and reimburse EVO and Bank immediately for any fine imposed due to your breach of this Section.

- H. JCB and Diners Club Transactions. Upon your request, EVO will provide authorization and/or data capture service, for JCB and Diners Club transactions. By signing this Merchant Agreement, Merchant agrees to abide by the terms and conditions of Diners Club and JCB. Merchant understands that the Diners Club Agreement will be sent to the business entity indicated on this application. By accepting the Diners Club Card for goods and/or services, Merchant agrees to be bound by the terms and conditions of the Agreement. EVO and Bank are not responsible for funding such transactions. Initial setup fees may apply.

1. Cash Advances. You will not deposit any transaction for purposes of obtaining or providing a cash advance. You agree that any such deposit shall be grounds for immediate termination.

J. Prohibited Transactions. You will not accept or deposit any fraudulent or illegal transaction and you may not, under any circumstances, present for deposit directly or indirectly, a transaction which originated with any other merchant or any other source. You will not, under any circumstance, deposit telemarketing transactions unless you obtain Bank, EVO and EVO prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and EVO or Bank may hold funds and/or increase the amount allocated to the Reserve Account and/or deduct from the amount of provisional credit that would otherwise be allocated to you. Further, you may be subject to Visa, MasterCard, Discover, or American Express card payment requirements.

D. Designated Account.

A. Establishment and Authority. Merchant will establish and maintain an account as an ACH receiving depository institution approved by Bank and EVO (Designated Account). Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank and EVO to debit the Designated Account for chargebacks, recoupments, adjustments, fines, fees and any other penalties or amounts owed under this Agreement and EVO irrevocably authorizes Bank and EVO to debit the Designated Account for any amount used to Bank and EVO under this Agreement other than the amounts directly attributable to the settlement of transactions. You also authorize EVO and Bank to debit the Merchant Account for any fees due such vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified EVO and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or EVO to change the Designated Account. If Merchant does not get that consent, EVO or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit Bank will deposit all Sales Drafts to the Designated Account subject to the other provisions of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following EVO's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce transactions received by EVO's receipt of the Sales Draft. Except for mail order/telephone order and electronic commerce transactions, EVO will deposit 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank and EVO to initiate reversal or adjustment credits and holds such credits as may be necessary to fund Merchant provisional credit for any entry. You authorize and appoint Bank and EVO to act as your agent to collect Card transaction amounts from the Card Issuing Bank. As the collecting agent, Bank and EVO in their sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C. Assorted Errors. You must promptly examine all statements relating to the Designated Account, and immediately notify EVO and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by EVO and Bank within 30 calendar days after you received the periodic statement containing the asserted error. Your failure to notify EVO and Bank of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against EVO or Bank for any loss of expense relating to any asserted error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, EVO and Bank will be entitled to investigate the asserted error.

D. Indemnity. You will indemnify and hold EVO and Bank harmless for any action they take against the Designated Account, the Reserve Account or any other account pursuant to this Agreement.

E. ACH Authorization. You authorize EVO and Bank to initiate debit/credit entries to the Designated Account, the Reserve Account, or any other account maintained by you at any institution, all in accordance with this Agreement and the ACH Authorization on the attached Exhibit B, Merchant Authorizations. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you will execute a new ACH Authorization.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. This Security Agreement is a security agreement under the Uniform Commercial Code. You grant to EVO and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Drafts; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement and any other payments now existing or hereafter made to you by any third party. EVO and Bank will secure all of your obligations under this Agreement and any other payments now existing or hereafter made to you by any third party or EVO or Bank. This security interest may be exercised by EVO or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets. E. Perfection. Upon request of EVO or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, EVO and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from EVO and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and EVO and Bank are not required to file a motion for relief from the automatic stay in any bankruptcy proceeding in order for EVO or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless, you agree not to contest or object to any motion for relief from the automatic stay filed by EVO or Bank. You authorize EVO or Bank and appoint EVO or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B. Reserve Account. 1. Establishment. A non-interest bearing deposit account ("Reserve Account") has been established and is maintained at Bank or one of its affiliates with sums sufficient to satisfy your current and future merchant obligations as determined by EVO and Bank. You authorize EVO and Bank to debit the Designated Account or any other account you have at Bank or any other financial institution to establish or maintain funds in the Reserve Account. Bank or EVO may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests. E. Authorizations. EVO and Bank may, without notice to you, apply deposits in the Reserve Account against any outstanding amounts you owe under this Agreement or any other agreement between you and EVO or Bank. Also, EVO and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to EVO or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a merchant application to EVO through the use of Insta-App, and EVO does not receive a completed written merchant application within 2 business days, you authorize EVO or Bank to hold all of your funds in the Reserve Account until the completed written merchant application and other required documentation is received by EVO. 2. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in the Reserve Account. You may, however, request EVO and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period, EVO will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, requesting that you provide EVO with an address where the funds you have remaining in the Reserve Account should be delivered, and stating that if you do not respond to this notification within 30 days, EVO will begin deducting a flat fee of \$95 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$95 fee will then be deducted each month from the funds you have remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by EVO to monitor the funds you have remaining in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use any funds you have in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to EVO and/or Bank under this Agreement. EVO and Bank (and not Merchant) shall have control of the Reserve Account. 3. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended from time to time, you must maintain funds in the Reserve Account in an amount satisfactory to EVO and Bank.

C. Recoupment and Set-Off. EVO and Bank have the right of recoupment and set-off. This means that they may offset or recoup any outstanding/uncollected amounts owed from you from: (i) any amounts they would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank or EVO may owe you under this Agreement or any other agreement; and (iii) any funds in the Designated Account or the Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to EVO and Bank, you must create or maintain the Reserve Account as required by EVO and Bank, and EVO and Bank must have the right to offset against the Reserve Account for any and all obligations which you may owe to EVO and Bank, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

D. Remedies Cumulative. The rights and remedies conferred upon EVO and Bank in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of EVO and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

8. Fees and Other Amounts Owed EVO and Bank.

A. Application Fees. You will pay EVO fees for services, forms and equipment in accordance with the rates set forth on the application. In addition, you will pay EVO a fee for research performed at your request in an amount equal to \$100 per hour, or a \$5 per minute fee, whichever is greater, for time spent by EVO on your behalf from the Designated Account once each business day or month for the previous business day or month's activity, or will be charged to the Designated Account. EVO and Bank reserve the right to adjust the fees set forth in this Agreement and in this Section in accordance with Section 14.B, below, if you do not have an active account at the time of the request. You are also obligated to pay any and all other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa, MasterCard, Discover, and American Express products, you may elect to accept credit cards or debit/prepaid cards or both. You shall elect on the Merchant Application being completed contemporaneously herewith. You agree to pay and/or reimburse EVO, as charged pursuant to Section 8 of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa, MasterCard, Discover, or American Express product that you have elected not to accept.

B. Other Amounts Owed EVO and Bank. You will immediately pay EVO and Bank any amount incurred by EVO and Bank attributable to this Agreement including but not limited to chargebacks, fines and penalties imposed by Visa, MasterCard, Discover, and American Express, including but not limited to fines and penalties related to PCI DSS, non-sufficient fund fees and ACH debit fees. You will also pay EVO and Bank any amount incurred by EVO and Bank attributable to this Agreement including but not limited to ACH debit fees. You will also pay EVO and Bank any amount incurred by EVO and Bank under this Agreement or any other agreement between you and EVO or Bank, or any other financial institution for any amount you owe EVO or Bank under this Agreement or any other agreement between you and EVO or Bank, whether your obligation is direct, indirect, primary, secondary, factually contingent, joint or several. In the event EVO or Bank demand surrender of such ACH debit, direct, indirect, primary, secondary, factually contingent, joint or several, you will immediately pay EVO and Bank such amount.

C. Merchant Supply/Replacement Program. Merchant is responsible for purchasing all supplies required to properly process credit card transactions (sales slip, printer rolls, etc.). If Merchant elects to participate in EVO's Supply/Replacement Program, Merchant

understands that it is entitled to a maximum of 6 rolls of paper and 2 printer ribbons per month. It is Merchant's responsibility to contact EVO each month to order supplies. EVO will only provide Merchant with supplies for the current month, and Merchant's failure to place an order with EVO will constitute a waiver of its right to receive supplies for that month under the Supply/Replacement Program. Quantity of supplies provided is at the discretion of EVO. Enrollment in EVO's Supply/Replacement Program also entitles Merchant to free refurbished replacement equipment after EVO has collected 3 monthly payments from Merchant (merchant is responsible for all shipping costs). A separate program is required for each terminal Merchant may have. Merchant's terminal type is unavailability, at EVO's discretion, a substitute may be provided. EVO's Supply/Replacement Program does not include labor, parts, or expenses necessary to replace or repair equipment damaged by fire, flood, accident, improper voltages, misuse of equipment, service performed by persons other than EVO representatives, and/or failure to continually maintain a suitable operating environment for the equipment. EVO may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

A. Application, Indemnification, Limitation of Liability. You represent and warrant to EVO and Bank that all information in the Application is correct and complete. You must notify EVO in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (e.g., sole proprietorship, partnership, etc.), type of goods and services provided and how sales are completed (i.e., by telephone, mail, or in person at your place of business). The notice must be received by EVO within 10 business days of the change. You will provide updated information to EVO within a reasonable time upon request. You are liable to EVO and Bank (as applicable) for all losses and expenses incurred by EVO and/or Bank arising out of your failure to report changes to it. Bank and EVO may immediately terminate this Agreement upon notification by you of a change to the information in the Application.

B. Indemnification. You will hold harmless and indemnify EVO and Bank, their employees and agents (i) against all claims by third parties arising out of this Agreement, and (ii) for all attorney's fees and other costs and expenses paid or incurred by EVO or Bank for the enforcement of this Agreement, including but not limited to those resulting from any breach by you of this Agreement and those related to any bankruptcy proceeding.

C. Limitation of Liability. Any liability of EVO or Bank under this Agreement, whether to you or any other party, whatever the basis of the liability, shall not be limited in the amount of the damage occurred, and (ii) assessments, chargebacks, and offsets against such fees which arise during such month. In the event more than one month is involved, the aggregate amount of EVO and Bank's liability shall not exceed the lowest amount determined in accord with the foregoing calculation for any month involved. Neither EVO, Bank nor their agents, officers, directors, or employees shall be jointly liable to you under this Agreement or liable for indirect, special, or consequential damages. Neither EVO nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downloaded by a third party.

D. Performance. EVO and Bank will perform all services in accordance with this Agreement. EVO and Bank make no warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty. EVO and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party. Neither EVO nor Bank shall be liable for the acts or omissions of any third party.

E. Representations by Salespersons. All salespersons are independent contractors, and are not agents, employees, joint venturers, or partners of EVO or Bank. Any and all representations and/or statements made by a salesperson are made by them in their capacity as an independent contractor, and cannot be limited to EVO or Bank. EVO and Bank have absolutely no liability or responsibility for any representations and/or statements made to you by any sales representative.

10. Representations and Warranties. You represent and warrant to EVO and Bank at the time of execution and during the term of this Agreement the following:

A. Information. You are a corporation, limited liability company, partnership or sole proprietorship validly existing and organized in the United States. All information contained on the Application or any other document submitted to EVO or Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Application, unless you obtain the prior written consent of EVO and Bank.

B. Entire Power. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement and your performance hereunder will not violate any law, or conflict with any other agreement to which you are subject.

C. No Litigation or Termination. There is no action, suit or proceeding pending or to your knowledge threatened which if decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your processing which has been terminated by that third party.

D. Transactions. All transactions are bona fide. No transaction involves the use of a Card for any purpose other than the purchase of goods or services from you nor does it involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with EVO and Bank. EVO may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E. Rule Compliance. You will comply with the Laws and Rules. Without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, Discover, American Express, and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Program (SDP), American Express' Merchant Data Security Requirements (MDSR), and Payment Application Best Practices.

11. Audit and Financial Information.

A. Audit. You authorize EVO or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will maintain and will submit a copy of an audit of your business when requested by EVO or Bank.

B. Financial Information. E. Authorizations. You authorize EVO or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You agree to provide any person or credit reporting agency to complete information to answer those credit inquiries and to furnish that information to EVO and Bank. E. Documents. You will provide EVO or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to EVO and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates.

B. User's Terminal. Merchant has no responsibility for any transaction until that point in time EVO or Bank receive data about the transaction. Data capture and storage is the responsibility of the merchant. You will notify EVO and Bank immediately if you decide to use electronic authorization or data capture software provided by any entity other than EVO or Bank or its authorized designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals or payment software provided by others you agree (i) the third party providing the terminals will be your agent in the duties of EVO or Bank with respect to EVO and Bank; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules and this Agreement. Neither EVO nor Bank will be responsible for any losses or additional fees incurred by you as a result of any error by a third party agent, or a malfunction of your credit card terminal, including but not limited to Third Party Terminals.

13. Term and Termination.

A. Term. This Agreement shall become effective (Effective Date) only upon acceptance by EVO and Bank of your submission of a transaction by you to EVO, whichever event shall occur first. The Agreement will remain in effect for a period of 3 years (Initial Term) and will renew for successive 1-year terms (Renewed Term) unless terminated as set forth below.

B. Termination. The Agreement may be terminated by Merchant at the end of the Initial Term or any Renewed Term by giving written notice of termination to EVO or Bank 90 calendar days before the end of the Initial Term or any Renewed Term. Further, this Agreement may be terminated by EVO or Bank at any time with or without notice and with or without cause.

C. Automatic Termination. 1. Terminated Merchant File. You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa, MasterCard, Discover, and American Express when Merchant is terminated due to the reasons listed in the Rules, i. Designated Account. All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account and the Reserve Account sufficient funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in no event less than the time specified in this agreement. You authorize EVO and Bank to charge those accounts, or any other account maintained under this Agreement, for all amounts due. If the amount in the Designated Account or Reserve Account is not adequate, you will pay EVO and Bank the amount you owe upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. 2. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by EVO and immediately pay EVO, any amounts you owe them for equipment costs. 3. Early Termination. If you terminate this Agreement before the end of the Initial Term, or before the end of any successive Renewed Term, in violation of the procedure set forth in Section 13.B above, or if EVO or Bank terminates this Agreement based upon your failure to comply with the terms and conditions contained herein, you will immediately pay EVO, as liquidated damages, a closure fee of \$250. You agree that this fee is not a penalty, but rather is reasonable in light of the financial harm caused by the early termination of this Agreement.

14. Compliance With Laws And Rules. You agree to comply with all rules and operating regulations issued from time to time by MasterCard, Visa, Discover, and American Express ("Rules"), and any notices and regulations provided by EVO or Bank. You further agree to comply with all applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist EVO and Bank in complying with all Laws and Rules now or hereafter applicable to any Card transaction or to the use of the equipment, you will execute and deliver to EVO and Bank all instruments it may from time to time reasonably demand necessary. Without limiting the generality of the foregoing, you agree to comply with and be bound by the rules and regulations of Visa, MasterCard, Discover, American Express and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and American Express' Merchant Data Security Requirements. You agree to cooperate at your sole expense with any request for an audit or investigation by EVO, Bank, a card association or network organization in connection with cardholder and transaction information security. You may also be assessed a monthly or annual PCI fee, which will appear as a separate item on your compliance statement. This fee is assessed by EVO in connection with EVO's efforts to comply with the PCI DSS and does not ensure your compliance with the PCI DSS or any law, rule or regulation related to cardholder data security. The payment of such fees shall not relieve you of your responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI DSS. Without limiting the generality of the foregoing, you agree to use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. You will

Xpress-pay.com

The Universal Collection Solution from Systems East, Inc.

Enrollment Agreement



SYSTEMS EAST, INC.

INNOVATIONS IN FINANCE AND COLLECTIONS

Xpress-pay.com

Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal ePayment Solution from Systems East, Inc. Your enrollment allows you to collect any type of payment or donation, by Internet, mobile device, or touchtone telephone, twenty-four hours a day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers/patrons of your participation, you agree to include a link on your web site and provide a notice on bills. To facilitate ePayments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms of services and policies may be viewed at www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf.

Merchant legal name	Town of Riverhead	
Merchant DBA name		
Contact name & telephone (person responsible for account setup)	Name	Telephone 631-727-3200
Contact email		
Complete billing address	200 Howell Avenue Riverhead, NY 11901	
Physical address		
Systems East representative	Patrick F. Hayes (516) 962-7714	
ISO/ISV		

Processing structure

Payment channels	<input checked="" type="checkbox"/> Web: Yes <input type="checkbox"/> Web: No <input type="checkbox"/> Mobile: Yes <input checked="" type="checkbox"/> Mobile: No <input type="checkbox"/> Touchtone (IVR): Yes <input checked="" type="checkbox"/> Touchtone (IVR): No
Payment types	<input checked="" type="checkbox"/> Credit/debit cards: Yes <input type="checkbox"/> Credit/debit cards: No <input checked="" type="checkbox"/> eChecks: Yes <input type="checkbox"/> eChecks: No <input type="checkbox"/> Recurring Payments: Yes <input checked="" type="checkbox"/> Recurring Payments: No
Site fee transactions	<input type="checkbox"/> Paid by merchant① <input type="checkbox"/> Pass-thru, single② <input checked="" type="checkbox"/> Pass-thru, separate③
Interface type	<input checked="" type="checkbox"/> Standalone <input type="checkbox"/> Secure Payment Portal <input type="checkbox"/> Custom Front End
For Secure Payment Portal software provider technical contact name and telephone	
Description of payments or bills to be collected	
Special instructions	

Xpress-pay.com Schedule of Fees

Enrollment and annual renewal	Enrollment \$ 25.00	Annual renewal \$ N/A
Touchtone telephone payments (IVR)	If selected on prior page, \$150 plus \$1.00 per transaction	
Custom Front End	\$ N/A	
Monthly account & PCI Compliance fee	Monthly account maintenance \$ N/A	Monthly PCI compliance \$
Monthly minimum transaction fee	\$ N/A	
Swipe readers	Number of units @ \$100 each: N/A	

Credit/debit card fees	<input checked="" type="checkbox"/> Pass-thru of site fee	<input type="checkbox"/> All fees paid by merchant
Transaction fees borne by merchant	All provider fees less pass-thru fees below	All
Transaction fees borne by visitor	Pass-thru fees plus Xpress-pay fee	None
Pass-thru rates*	<u>2.27 % plus \$ 0.40</u>	Determined by provider, paid by merchant
Xpress-pay site fee per transaction	<u>0.30 % plus \$ 0.20</u>	<u> % plus \$</u>
Total paid by visitor (sum of the above two lines)	<u>2.57 % plus \$ 0.60</u>	<u>0% + \$0.00</u>

eCheck fees	Pass-thru of site fee	All fees paid by merchant
Pass-thru* transaction fee	<u> % plus \$ 0.44</u>	Determined by provider, paid by merchant
Pass-thru* account verification fee	<u> % plus \$ 0.25</u>	Determined by provider, paid by merchant
Xpress-pay site fee per transaction	<u> % plus \$ 1.26</u>	<u> % plus \$</u>
Total per transaction fee paid by visitor (sum of the above three lines)	<u>0.00 % plus \$ 1.95</u>	<u>0% + \$0.00</u>

* Routing of all pass-thru fees is determined by the selection in the *Site fee transactions* option on page one and as respectively defined below. In no event may the sum of the pass-thru and Xpress-pay percentages exceed average of the provider discounts or 3%, whichever is lower.

- ① Payments do not include a site fee. All proceeds are deposited in the merchant's bank account. Systems East will debit the merchant's bank account for all accrued Xpress-pay fees.
- ② Each payment includes a site fee and is processed as a single transaction. All proceeds are deposited in the merchant's bank account. Systems East will debit the merchant's bank account for all accrued Xpress-pay fees.
- ③ Each payment includes a site fee, which is charged as a separate, secondary transaction. Payment proceeds and site fees are deposited in separate bank accounts. An additional merchant account is required, unless the site fees are to be received, managed, and remitted to Systems East by a third party through prior arrangement with Systems East. In either case, Systems East will debit the site fee bank account for all accrued Xpress-pay fees. This option is not available with all merchant providers.

Xpress-pay.com Enrollment Agreement

Additional terms and conditions:

- Public awareness is an imperative in the success of this eCommerce endeavor. As a component of your acceptance, you agree to notify your customers of their ability to pay (or donate as applicable) through Xpress-pay. This could include a prominent message such as a "Pay bills online" link including the Xpress-Pay.com logo (as above and in perspective) on the home page of your web site, and a notification and URL such as "Pay online at www.xpress-pay.com" on printed or emailed bills. For mobile payments, this would include a hyperlink or QR code on your web site, mailed and emailed bills, or other media.
- If the option to accept mobile or telephone payments is not selected at the time of execution hereof, you may add the option at any later date through a written or emailed notification for the cost set forth herein.
- Accrued Xpress-pay fees will be debited from the bank account specified below within ten days of the close of each month. To continually facilitate same, you authorize a) the merchant provider(s) to share with Systems East information regarding bank account changes that may affect our ability to place debits, including replacement bank account information, and b) the authority to debit the replacement account.
- To facilitate Xpress-pay debit transactions for accrued fees, the following banking information is required:

Direct Debit Account Information ▣ Attach copy of bank deposit slip or voided check	
Name on account	EVO eZpay Dual Deposit Account
Address, city/state/zip	515 Broadhollow Road, Melville, NY 11747
Bank name	
Bank address	
Account type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing & account number	Nine-digit routing#: _____ Account # _____

Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	
Title	
Date	

TOWN OF RIVERHEAD

Resolution # 711

**EXTENDS LICENSE AGREEMENT, NUNC PRO TUNC, WITH BISHOP MCGANN
MERCY HIGH SCHOOL FOR USE OF 127 MCDERMOTT AVENUE
(RENUMBERED 30 MCDERMOTT AVENUE), RIVERHEAD, NY
FOR OUTDOOR STORAGE OF ROWING BOATS**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, the Town of Riverhead entered into a License Agreement with Bishop McGann Mercy High School on April 23, 2015 to use and occupy a portion of 127 McDermott Avenue (renumbered 30 McDermott Avenue) for outdoor storage of rowing boats for a term which expired on July 15, 2015; and

WHEREAS, Bishop McGann Mercy High School wishes to extend the term of the License Agreement, nunc pro tunc, to November 15, 2015; and

WHEREAS, the parties have agreed to extend the existing License Agreement to November 15, 2015 to allow Bishop McGann Mercy High School to continue to store rowing boats at 30 McDermott Avenue, Riverhead, NY, under the same terms and conditions set forth in the original License Agreement; the only change being the extension of time for use of 30 McDermott Avenue.

NOW THEREFORE BE IT RESOLVED, the Town Board hereby approves the extension of the License Agreement, nunc pro tunc, with Bishop McGann Mercy High School to November 15, 2015 under the identical terms and conditions, including but not limited to insurance naming Town and Sewer District additional insureds; 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 the same may be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 712

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 46 ENTITLED
“ALCOHOLIC BEVERAGES” OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2015 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled “Zoning” of the Riverhead Town Code to be posted on the sign board of the Town; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 20th day of October, 2015 at 7:10 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

Chapter 46. Alcoholic Beverages

§ 46-4. Exceptions.

The foregoing prohibition shall not apply to consumption of any alcoholic beverage or possession for the purpose of consumption in any public place where the same is authorized by license or permit under the laws and regulations of this state, Suffolk County or the town, nor shall such prohibition apply to the possession of ~~an open or unsealed~~ a closed and sealed container of an alcoholic beverage solely for the purpose of transporting the same without an intent ~~or indication~~ to consume the same in any public place.

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

Dated: Riverhead, New York
October 6, 2015

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 713

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER ADOPTING A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND SET FORTH IN ARTICLE TWO §3-c OF THE GENERAL MUNICIPAL LAW

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 24, 2011, the New York State Legislature enacted Chapter 97 of the New York State Laws of 2011, hereinafter referred to as “General Municipal Law Article Two §3-c” or simply “General Municipal Law§3-c ; and

WHEREAS, General Municipal Law §3-c expressly authorizes local governments, such as the Town of Riverhead, to override the tax levy limit by the adoption of a local law approved by a vote of at least sixty percent (60%) of the total voting power of the Town Board for the Town of Riverhead; and

WHEREAS, at the request of the Town Board, the Office of the Town Attorney prepared a Local Law to Override the Tax Levy Limit established in General Municipal Law §3-c for the budget year 2016.

NOW, THEREFORE, BE IT RESOLVED the Town Clerk be and is hereby authorized to publish the attached public notice to consider adopting a Local Law to Override the Tax Levy Limit established in General Municipal Law 3-c once in the October 15, 2015 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 20th day of October, 2015 at 7:05 o'clock p.m. to consider a "Local Law to Override the Tax Levy Limit established by and set forth in General Municipal Law §3-c as follows:

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND SET FORTH IN GENERAL MUNICIPAL LAW § 3-C

Section 1. Legislative Intent

It is the intent of this Local Law to allow the Town of Riverhead to override the limit on the amount of real property taxes that may be levied by the Town of Riverhead, Suffolk County, New York pursuant to General Municipal Law 3-c and to allow the Town of Riverhead, Suffolk County, New York to adopt a town budget for town purposes and any other special or improvement districts governed by the town board for the fiscal year 2016 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

The Town of Riverhead is dependent upon the real property tax to fund town services and the Town does not have the authority to raise sales taxes or income taxes. The non-property tax revenues, sales taxes and New York State Aid to Municipality ("AIM") payments are subject to market fluctuations and the ability of federal, state and local governments to share revenue with the Town of Riverhead. While the Town of Riverhead has made significant efforts to reduce spending in an effort to avoid piercing the tax levy limit, the decline in revenue and depletion of available fund balance reserves in the general fund, together with the potential increase in costs to provide town services and fund town operations for 2016 will likely require adoption of a budget in excess of the tax levy limit.

Section 2. Authority

This local law adopted pursuant General Municipal Law § 3-c (5) which expressly authorizes a local government's governing body to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Riverhead, County of Suffolk, is hereby authorized to adopt a budget for the fiscal year 2016 that requires a real property tax levy in excess of the limit established by and set forth in General Municipal Law § 3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the

clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, form or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

Dated: Riverhead, New York
October 6, 2015

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 714

AUTHORIZES THE TOWN OF RIVERHEAD SENIOR CITIZEN ADVISORY COUNCIL TO FACILITATE AN INVITATION TO THE DOWNTOWN RIVERHEAD BUSINESS COMMUNITY LOCATED WITHIN THE BUSINESS IMPROVEMENT DISTRICT TO PARTICIPATE IN A “SENIOR CITIZEN DISCOUNT WEEK”, DECEMBER 6-12, 2015, INCLUSIVE

Councilman Wooten offered the following resolution,

Which was seconded by Councilman Gabrielsen

WHEREAS, the Senior Citizen Advisory Council (SCAC) was re-established by the Town of Riverhead in 2014 with the goal to enhance the quality of life for senior citizens in the Town of Riverhead; and

WHEREAS, the Town of Riverhead created the Business Improvement District in downtown Riverhead and adopted a Business Improvement District Plan pursuant to Local Law 222 of 1991; and

WHEREAS, the Business Improvement District Plan’s chief goal and purpose is to stimulate and facilitate promotional activities and improvements that will enhance all businesses in the District; and

WHEREAS, the SCAC proposes to invite the downtown Riverhead business community located within the business improvement district to participate in a senior citizen discount week, regarding services and/or goods, inclusive of publicity and marketing, at no cost to the Town, from December 6, 2015, to December 12, 2015, inclusive.

NOW, THEREFORE, BE IT RESOLVED, that the SCAC is authorized to facilitate an invitation to the downtown Riverhead business community located within the Business Improvement District to participate in a “Senior Citizen Discount Week”, inclusive of publicity and marketing, at no cost to the Town, from December 6, 2015, to December 12, 2015, inclusive; and be it further

RESOLVED, that the Town Board of the Town of Riverhead shall consider approval of additional “Senior Citizen Discount Week” promotions on an annual basis in the future subject to Town Board approval; 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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 715

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A PUBLIC HEARING REGARDING AN ALLEGED UNSAFE STRUCTURE LOCATED AT 307 GRIFFING AVENUE, RIVERHEAD, SUFFOLK COUNTY, NEW YORK, SCTM# 600-128-3-19 PURSUANT TO CHAPTER 54 OF THE RIVERHEAD TOWN CODE

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 public notice for a public hearing regarding an alleged unsafe structure located at 307 Griffing Avenue, Riverhead, Suffolk County, New York, Suffolk County Tax Map # 600-128-3-19, pursuant to Chapter 54 of the Riverhead Town Code once in the October 15, 2015, edition of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Fire Marshal be and is hereby directed to send notification of this resolution to Hampton Pines Hotel, Inc., 1900 Hempstead Turnpike, Suite 401, East Meadow, New York, 11554; the Office of the Supervisor, and the Office of the Town Attorney.

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 ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, town board meeting room, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2015, at 2:05 o'clock p.m., to hear all interested persons regarding an alleged unsafe building at 307 Griffing Avenue, Riverhead, Suffolk County, New York, SCTM # 600-128-3-19, pursuant to Chapter 54 of the Riverhead Town Code.

Dated: Riverhead, New York
October 6, 2015

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

TOWN OF RIVERHEAD

Resolution # 716

AMENDS RESOLUTION 671-2015 AND INCORPORATES ADDITIONAL ROAD AS A TOWN OF RIVERHEAD 189 ROAD (Adds Hickory Lane, Baiting Hollow)

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, by resolution 584, adopted on August 4, 2015, the Town Board adopted a local law which amended Chapter 92 to add a new Article VI entitled “Highways by Use”; and

WHEREAS, by resolution 585, adopted on August 4, 2015, the Town Board incorporated certain roads into the Town as Town of Riverhead 189 Highways; and

WHEREAS, by resolution 671, adopted on September 16, 2015, the Town Board incorporated Glen Road East, Harper Road, Laurel Lane, and Park Place, all within the Oak Hills Community as Town of Riverhead 189 Highways; and

WHEREAS, Harper Road, located within the Oak Hills Community had previously been adopted as Town of Riverhead 189 Highways under resolution 585-2015; and

WHEREAS, Harper Lane, also located within the Oak Hills Community should have been added to the list of adopted Town of Riverhead 189 Highways.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Chapter 92, as amended, the Town Board hereby incorporates Hickory Lane, Baiting Hollow as “Town of Riverhead 189 Highways”; and be it further

RESOLVED, that pursuant to Town Code Chapter 92, as amended, the Highway Superintendent shall not be required to pave, to open up these Town of Riverhead 189 Highways to three (3) rods in width, install drainage or otherwise improve the existing surface of the Town of Riverhead § 189 Highway to any level beyond keeping it open in order to allow safe passage and emergency service access; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the full and complete version of the attached notice and list of roads once in the September 24, 2015 issue of the News-Review Newspaper; ; and be it further

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

THE VOTE

Giglio - ABSTAIN
Wooten Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted
Gabrielsen Yes No
Dunleavy - ABSENT

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that pursuant to Town Code Chapter 92, as amended, the Town Board of the Town of Riverhead adopted and incorporated certain roads hereto as Town of Riverhead 189 Highways as more fully set forth in Exhibit "A" below.

. EXHIBIT "A" -TOWN OF RIVERHEAD 189 ROADS

Street Name

Hamlet

Hickory Lane

Baiting Hollow

Dated: Riverhead, New York
October 6, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 717

AUTHORIZES THE SUPERVISOR TO EXECUTE AIRCRAFT LOAN AGREEMENT WITH THE DEPARTMENT OF THE NAVY (F-14 A Tomcat & A-6 Intruder)

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead maintains and displays two aircraft manufactured by the Grumman Corporation as a tribute the former employees of the Grumman Corporation, and

WHEREAS, the aircraft, one F-14A Tomcat and one A-6E Intruder are on loan to the Town through the Department of the Navy and the National Museum of Naval Aviation, and

WHEREAS, the Town of Riverhead previously agreed to maintain said aircraft as required by the National Museum of Naval Aviation and said agreement must be renewed,

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached agreement with the Department of the Navy, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Lenore F. Taylor, Department of the Navy, National Museum of Naval Aviation, 1750 Radford Boulevard, Pensacola, FL 32508-5402, Office of the Town Attorney and the Office of Accounting.

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



DEPARTMENT OF THE NAVY
NATIONAL NAVAL AVIATION MUSEUM
1750 RADFORD BLVD
SUITE C
PENSACOLA FLORIDA 32508-5402

4002
N43/160

STANDARD RENEWAL LOAN AGREEMENT

By this agreement, made as of 19 August, 2015 between the United States of America, hereinafter called "the Government," represented by the Director, National Naval Aviation Museum (NNAM), hereinafter called "the Lender," and the Town of Riverhead, hereinafter called "the Borrower," incorporated and operating under the laws of the State of New York and located at 200 Howell Avenue, Riverhead, NY 11901.

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)), the Lender hereby loans to the Borrower the following United States Government property which is permanently assigned to the Lender:

<u>AIRCRAFT/ ARTIFACT</u>	<u>BUREAU/ SERIAL NUMBER</u>	<u>NNAM ACCESSION NUMBER</u>	<u>VALUE</u>
F-14A TOMCAT	160902	1998.006.001	\$100,000
A-6E INTRUDER	164384	2005.124.001	\$100,000

The Lender agrees to renew the current loan for the above listed property on sub-custody to the Borrower for a period of five years commencing 1 August 2015 and ending 1 August 2020, with an option for renewal, subject to the stipulations as set forth below.

The Borrower agrees to not sub-lease or display the above Government property at another location without prior written permission from the Lender.

Any work product, equipment or material resulting from efforts or at the expense of the Borrower with regard to the aircraft will become a permanent part of the aircraft and will be considered the property of the Lender unless specifically exempted by the Lender.

The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect and/or until the loaned material is returned to the physical custody of the Lender. The Borrower agrees to be responsible to maintain corrosion control and routine maintenance. If the material borrowed is irreplaceable the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item.

The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times. Any improvements, modifications or additions on or to the property is limited to that approved in writing by the Lender and becomes the property of the Lender.

The Borrower agrees to use the loaned property in a careful and prudent manner, not without prior written permission of the Lender to modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender and to display and protect it in accordance with the instructions set forth in Attachment One, incorporated herewith and made part of this Loan Agreement. Additionally, refer to Attachment I, Supplemental Requirements for Aircraft, Item 3, for more guidelines.

The Borrower agrees to report annually to the Lender on the condition and location of the property. The Borrower agrees to display prominently a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

The Borrower agrees to provide the Lender with 4 x 6 color prints on the loaned property within 90 days of the arrival of the aircraft at the Borrower's location and upon submission of the annual certification statement. The photographs shall depict one full length photograph and one individual photograph clearly identifying the Bureau Number/Serial Number, if applicable. Photographs shall include general views of the display/storage areas with enough detail to identify each aircraft and/or artifact.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances. Sub-custody assignment or loaning the property to any other entity will be only with the prior written approval of the Lender.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause for the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

The Borrower has read, understands and acknowledges that concealing a material fact and/or making a fraudulent statement in dealings with the federal government may constitute a violation of 18 USC 1001 (Attachment Two).

Executed on behalf of the Lender this 19th day of August, 2015, at Pensacola, Florida.

United States of America

By: Lenore F. Taylor

LENORE F. TAYLOR

By direction

National Naval Aviation Museum

1750 Radford Boulevard, Suite C

Pensacola, FL 32508-5402

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility for the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower this ____ day of _____, 2015, at _____.

By: _____

Name: _____

Title: _____

Address: _____

Telephone: () _____

Fax: () _____

E-mail: _____

ATTACHMENT ONE

SUPPLEMENTAL REQUIREMENTS FOR AIRCRAFT

1. The Borrower agrees to use the loaned aircraft for display or educational purposes only and to protect the aircraft from vandalism by displaying it behind fences, or by other suitable means to deter easy access. The Borrower agrees to furnish the Lender a notarized statement within 15 calendar days following the last day of each calendar year, certifying that the aircraft is still in the possession of the Borrower and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes.

2. The Borrower agrees that the loaned aircraft shall not be restored to flying condition, nor shall the aircraft be flown under any circumstances.

3. The Borrower agrees to maintain the loaned aircraft in good material condition including corrosion control, painting, preservation, etc. and not to cannibalize, exchange, or remove parts of the aircraft or to modify the aircraft without written permission by the Lender. In addition, the Borrower shall seek written permission from the Lender PRIOR to painting any markings or insignia onto aircraft, especially with respect to names being applied to aircraft.

4. If, at any time, the loaned aircraft is no longer used for display or educational purposes, or if the Borrower no longer wishes to keep the loaned aircraft, written notice shall be given to the Lender and the Lender shall be entitled to immediate repossession of the aircraft. The Lender will exercise its option within 60 days after receipt of written notice from the Borrower and will:

a. Advise the Borrower that the Lender has another requirement for the loaned aircraft and will make appropriate arrangements for repositioning.

b. Advise the Borrower that the Lender desires to repossess the loaned aircraft and will arrange for appropriate disposition at the present location.

c. Advise that the Lender has no further requirement for the loaned aircraft and that the Borrower, at the Borrower's expense, is authorized, based on the Borrower's preference, to dispose of the loaned aircraft by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current Department of Defense policy as set forth by detailed guidance to be provided by the Lender. The Borrower will be required to certify in writing to the Lender that all requirements have been met and will provide the Lender with photographs depicting the specific demilitarization and/or destruction accomplished.

(2) Transport the loaned aircraft to the nearest military activity, providing the installation commander of that activity is agreeable to accepting the aircraft. The Borrower will be responsible for any disassembly necessary and all arrangements to accomplish the movement and will be required to obtain a receipt from the military installation to be provided to the Lender for record purposes.

ATTACHMENT TWO

TITLE 18 – CRIMES AND CRIMINAL PROCEDURE

PART I – CRIMES

CHAPTER 47 – FRAUD AND FALSE STATEMENTS

Sec. 1001. Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both.

TOWN OF RIVERHEAD

Resolution # 718

AUTHORIZES AGREEMENT BETWEEN TANGER PROPERTIES LIMITED PARTNERSHIP AND THE TOWN OF RIVERHEAD IN CONNECTION WITH 2015 BLACK FRIDAY SALES & DECEMBER 2015 HOLIDAY SALES

(Utilize parking police personnel and police cars)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby approves execution of the Agreement in substantially the form attached between the Town of Riverhead and Tanger Properties Limited Partnership in connection with the utilization of Town of Riverhead police officers and patrol cars for 2015 Black Friday Sales and December 2015 Holiday Sales; and be it further

RESOLVED, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Janine Nebons, General Manager, Tanger Properties Limited Partnership, 200 Tanger Mall Drive, Riverhead, New York 11901, Police Department and Office of the Town Attorney; and be it further

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT
BETWEEN TOWN OF RIVERHEAD
AND
THE TANGER OUTLET CENTER
FOR UTILIZATION OF TOWN OF RIVERHEAD
POLICE PERSONNEL & POLICE VEHICLES**

This Contract is made and entered into as of this _____ day of October, 2015 by and between Tanger Properties Limited Partnership a partnership existing under laws of the State of North Carolina, having a principal place of business at 3200 Northline Avenue, Suite 360, Greensboro, North Carolina 27408 (“Tanger”) and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York (“Town”).

WHEREAS, Tanger operates an Outlet Center at 200 Tanger Mall Drive, Riverhead, New York (the “Outlet Center”); and

WHEREAS, based upon past sales, in anticipation of sales during 2015 Black Friday and December 2015 Holiday season (the “Tanger 2015 Sales Events”), Tanger has notified the Town that it requires personnel from the Town of Riverhead Police Department for the purposes of traffic control and for associated purposes at the Outlet Center; and

WHEREAS, the Town, acting through its Police Department agrees to provide police personnel and patrol cars for such purposes on the dates and times set forth on Exhibit “A” which is attached hereto and made part hereof; and

WHEREAS, the parties agreed to terms under which Tanger will be granted the use of said patrol cars and personnel of the Riverhead Police

Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to ratify the terms, as follows:

1. Use of Police Personnel & Cars: The Town of Riverhead, acting through its Police Department, in consideration of payment in full from Tanger, agrees to provide police personnel and patrol cars as set forth in greater detail on Exhibit "A" attached hereto for the aforementioned purposes.

Tanger agrees that it may not use any images of the police personnel and/or the police vehicles.

2. Compliance With Laws: Tanger agrees at all times to 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.

3. Compensation: In consideration of the police personnel and patrol cars which were provided for traffic control and related purposes at the Outlet Center, Tanger shall pay the Town for the utilization of full time police officers and for the utilization of a police vehicle. The parties agree that the Town may need to substitute other police personnel for the police officers and, as such, the hourly rate of pay shall be adjusted in such case. The Town shall issue an invoice promptly after the conclusion of each of the Tanger 2015 Sales Events, but not later than fifteen (15) business days thereafter setting forth the sum due. Tanger agrees that the invoiced sum shall be made be paid within thirty (30) days after receipt of the invoice from the Town of Riverhead.

4. Responsibilities of Tanger: Subject to the terms of this Agreement, Tanger acknowledges and agrees that Tanger is responsible for carrying out and shall have exclusive control of all operations associated with the Tanger 2015 Sales Events and related activities at the Outlet Center, including without limitation, the cleanup and maintenance.

5. Insurance and Indemnification: Tanger agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Tanger 2015 Sales Events, traffic control and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Tanger and its employees, agents, representatives and concessionaires, of the Property except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by the Town of Riverhead whether under this indemnification provision or otherwise, Tanger for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

6. Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

7. Entire Agreement: This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written

or oral, exists with respect to the subject matter of this document.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Tanger Properties Limited Partnership has caused this instrument to be signed in its corporate name and the Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

Tanger Properties Limited Partnership

By: _____
Name: Janine Nebons, General
Manager & Authorized Agent

The Town of Riverhead

By: _____
Name: Sean M. Walter, Supervisor

**Tanger Outlet Center - Coverage
Riverhead Police Department Schedule
November 26th – December 27th, 2015**

Day	Date	Police Coverage	Mall Hours
<u>BLACK FRIDAY WEEKEND:</u>			
Thursday	11/26	5:30 pm – Thanksgiving night – 7 am (Friday morning) 9 men plus Sgt. – Raceway 4 men plus Sgt. – Interior Command Post Location: Office Max	
Friday	11/27	7 am – 5 pm (40) 4 men plus Sgt. 5 pm – 11 pm (12) (2 men)	12 am-10 pm
Saturday	11/28	9 am – 11 pm (28) (2 men) 10 am -6 pm (16) 2 men 11am – 5 pm (12) 2 men-traffic ctrl.	9 am-10 pm
Sunday	11/29	10 am – 9 pm (22) (2 men) 11 am – 4 pm (10) 2 men-traffic ctrl.	10 am-9 pm
<u>DECEMBER WEEKENDS:</u>			
Saturday	12/5	9 am – 11 pm 11 am- 5 pm 2 men –traffic ctrl	9 am-10 pm*
Sunday	12/6	10 am – 10 pm 11 am- 5 pm 2 men –traffic ctrl	10 am-9 pm*
Saturday	12/12	9 am – 11 pm 10 am- 6 pm 11 am- 5 pm 2 men –traffic ctrl	9 am-10 pm*
Sunday	12/13	9 am – 10 pm 10 am- 6 pm 11 am- 5 pm 2 men –traffic ctrl	9 am-9 pm*
Saturday	12/19	9 am – 11 pm 10 am- 6 pm 11 am- 5 pm 2 men –traffic ctrl	9 am-10 pm*
Sunday	12/20	9 am – 10 pm 10 am- 6 pm 11 am- 5 pm 2 men –traffic ctrl	9 am-9 pm*
Saturday	12/26	9 am – 11 pm (14) 10 am- 6 pm (8)	9 am-10 pm*
Sunday	12/27	9 am – 10 pm (14) 10 am- 6 pm (8) No Traffic Control needed for this weekend	9 am-9 pm*

*Extended hours: Tanger Outlet open until 10 pm on Saturday and 9 pm on Sundays during December
Dated: 8/4/15

TOWN OF RIVERHEAD

Resolution # 719

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 93 ENTITLED "SUNDAY
ACTIVITIES" OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 93 entitled, "Sunday Activities" of the Riverhead Town Code once in the October 15, 2015 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy - ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2015 at 2:20 o'clock p.m. to amend the Code of the Town of Riverhead to add a amend Chapter 93 Entitled "Sunday Activities" of the Riverhead Town Code.

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

CHAPTER 93 (Reserved)

SUNDAY ACTIVITIES

§ 93-1. Hours of activities restricted. Where service or consumption of alcohol is being permitted, it shall be ~~lawful~~ unlawful to conduct, witness, participate or engage in any form of public sports, exercises ~~or~~ shows which are conducted or engaged in primarily for the entertainment of spectators, or Special Event as defined in Chapter 90, ~~not specifically prohibited by any provisions of law~~ on the first day of the week known as Sunday, ~~after 4:05~~ prior to 12:00 p.m.

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

Dated: Riverhead, New York
October 6, 2015

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 720

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
FOR A LOCAL LAW TO CONSIDER AMENDMENT TO CHAPTER 108 ENTITLED
“ZONING” OF THE RIVERHEAD TOWN CODE
(Village Center – Microbreweries)**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the October 15, 2015 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled “Zoning” of the Riverhead Town Code, to be posted on the sign board of the Town; 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 ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 4th day of November, 2015 at 2:15 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**Chapter 108. Zoning
Article LVI. Village Center (VC) Zoning Use District**

§108-290. Uses.

B. Special permit uses:

(6) Micro-brewery, Brew-pub, Micro-cidery and Micro-winery subject to the following additional criteria:

(a) The use shall not be located within 200 feet of a house of worship or 500 feet of a school.

(a) The use shall be limited to serving pre-packaged food products unless applicant obtains approval and certificate of occupancy for use as a brewpub or restaurant use within that portion of the premises used for preparation and service of food.

(b) The use shall permit tastings and sale for on-site consumption subject to all required permits and approvals required by state and local laws, rules and regulations.

(c) The use shall permit sale for off-site consumption (i.e. filling of growlers) limited to 1,000 barrels annually and offer to licensed retailers and wholesalers limited to 2,500 barrels of beer, cider or wine annually.

(d) The processing and manufacturing shall not exceed 10,000 barrels (310,000 gallons) annually.

(e) All manufacturing and processing activities, including storage of grains, shall take place within an enclosed building.

(f) A maximum of seventy percent of the total square footage shall be used for manufacture and processing.

(g) A minimum of thirty percent shall be used for sale and marketing of the manufactured product.

(h) All sales and marketing shall be located in the portion of the building located along road frontage.

(i) A micro-brewery, brew pub, micro-cidery, micro-winery use shall be required to hook up to the sewer system and enter into a monitoring agreement with the Sewer District to determine flow and calculate use fee (note, a separate hook up and fee shall be assessed for a pub/restaurant use related to brewpub)

(j) All loading areas shall be located in the rear portion of the building.

- Underline represents addition(s)

Dated: Riverhead, New York
October 6, 2015

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 721

**RATIFIES AGREEMENT BETWEEN TANGER PROPERTIES LIMITED
PARTNERSHIP AND THE TOWN OF RIVERHEAD IN CONNECTION WITH
LABOR DAY SALES**

(Utilize parking police personnel and police cars)

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby ratifies the terms and conditions of the Agreement in substantially the form attached between the Town of Riverhead and Tanger Properties Limited Partnership in connection with the utilization of Town of Riverhead police officers and patrol cars; and be it further

RESOLVED, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Janine Nebons, General Manager, Tanger Properties Limited Partnership, 200 Tanger Mall Drive, Riverhead, New York 11901, Police Department and Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a 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 ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT
BETWEEN TOWN OF RIVERHEAD
AND
THE TANGER OUTLET CENTER
FOR UTILIZATION OF TOWN OF RIVERHEAD
POLICE PERSONNEL & POLICE VEHICLES**

This Contract is made and entered into as of this _____ day of October, 2015 by and between Tanger Properties Limited Partnership a partnership existing under laws of the State of North Carolina, having a principal place of business at 3200 Northline Avenue, Suite 360, Greensboro, North Carolina 27408 (“Tanger”) and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Tanger operates an Outlet Center at 200 Tanger Mall Drive, Riverhead, New York (the “Outlet Center”); and

WHEREAS, during 2015 Labor Day weekend, Tanger notified the Town that it required personnel from the Town of Riverhead Police Department for the purposes of traffic control and for associated purposes at the Outlet Center; and

WHEREAS, the Town of Riverhead, acting through its Police Department did provide police personnel and patrol cars for such purposes commencing on September 5, 2015 and continuing to and including September 7, 2015; and

WHEREAS, the parties agreed to terms under which it will be granted the use of said patrol cars and personnel of the Riverhead Police Department;

NOW THEREFORE, in consideration of the mutual covenants

hereinafter set forth, the parties agree to ratify the terms, as follows:

1. Use of Police Personnel & Cars: The Town of Riverhead, acting through its Police Department, in consideration of payment from Tanger, provided police personnel and patrol cars to Tanger as set forth in greater detail on Exhibits A attached hereto and made part hereof commencing on September 5, 2015 and continuing to and including September 7, 2015 for the aforementioned purposes.

Tanger agrees that it may not use any images of the police personnel and/or the police vehicles.

2. Compliance With Laws: Tanger agrees at all times to 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.

3. Compensation: In consideration of the police personnel and patrol cars which were provided for traffic control and related purposes at the Outlet Center, Tanger did pay the Town the sum of \$9888.46; which sum was the agreed upon sum between the parties for the utilization of a police vehicle.

4. Responsibilities of Tanger: Subject to the terms of this Agreement, Tanger acknowledges and agrees that Tanger is responsible for carrying out and shall have exclusive control of all operations associated with the Labor Day sales and related activities at the Outlet Center, including without limitation, the cleanup and maintenance.

5. Insurance and Indemnification: Tanger agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents,

representatives and officials from any and all loss or liability associated with the Labor Day sales, traffic control and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Tanger and its employees, agents, representatives and concessionaires, of the Property except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by the Town of Riverhead whether under this indemnification provision or otherwise, Tanger Outlet Center for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

6. Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

7. Entire Agreement: This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Tanger Properties Limited Partnership has caused this instrument to be signed in its corporate name and the Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

Tanger Properties Limited Partnership

By: _____
Name: Janine Nebons, General
Manager & Authorized Agent

The Town of Riverhead

By: _____
Name: Sean M. Walter, Supervisor

TOWN OF RIVERHEAD

Resolution # 722

**AUTHORIZES RETENTION OF THE LAW FIRM OF SINNREICH, KOSAKOFF & MESSINA
LLP AS SPECIAL COUNSEL TO INSTITUTE LEGAL ACTION AGAINST THE OWNERS OF
PROPERTY DESCRIBED AS 4070 MIDDLE COUNTRY ROAD, CALVERTON ALSO
DESCRIBED AS SCTM # 0600-98-1-16.5**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen,

WHEREAS, the Town Board has determined that the real property located at 4070 Middle Country Road, Calverton, New York; also known as SCTM # 0600-98-1-16.5 is being used and occupied in violation of various sections of the Code of the Town of Riverhead; and

WHEREAS, Town has determined that the Law Firm of Sinnreich, Kosakoff and Messina, LLP is qualified and be retained to initiate legal action on behalf of Town of Riverhead against the owners, tenants, occupants and mortgagee(s) of the real property located at 4070 Middle Country Road, Calverton, New York; also known as SCTM # 0600-98-1-16.5.

NOW THEREFORE BE IT RESOLVED, that the law firm of Sinnreich, Kosakoff and Messina, LLP, be retained as special counsel to initiate legal action on behalf of Town of Riverhead against the owners, tenants, occupants and mortgagee(s) of the real property located at 4070 Middle Country Road, Calverton, New York; also known as SCTM # 0600-98-1-16.5; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the Supervisor executing a Retainer Agreements with Sinnreich, Kosakoff and Messina, LLP in a form satisfactory to the Town Attorney and subject to the terms and conditions of this resolution; and be it further

RESOLVED, that Sinnreich, Kosakoff and Messina, LLP be compensated at the rate of \$175.00 per hour, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Sinnreich, Kosakoff And Messina, LLP, 267 Carleton Avenue, Suite 301, Central Islip, New York 11722, Town Attorney, 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 ABSENT
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 723

**AUTHORIZES TOWN CLERK TO PUBLISH & POST NOTICE
TO BIDDERS FOR CALCIUM HYPOCHLORITE TABLETS
FOR THE RIVERHEAD WATER DISTRICT**

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 Calcium Hypochlorite Tablets for the Riverhead Water District in the **October 15, 2015**, 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 Gabrielsen Yes No
Wooten Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **CALCIUM HYPOCHLORITE TABLETS** for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, on **October 29, 2015**, until **11:00 a.m.**

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **October 15, 2015**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR CALCIUM HYPOCHLORITE TABLETS – BID #RWD-2015-22**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before October 29, 2015. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

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 # 724

**AUTHORIZATION TO DISCARD FIXED ASSETS
(Computer Towers, Monitors, Laptops, Peripherals)**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, various computer towers, monitors, laptops, parts and peripherals are broken equipment that has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration by the IT and the Accounting Department that this equipment has no residual value and should be discarded; and

WHEREAS, the Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records; and

WHEREAS, ecoTech Management has submitted a proposal to accept the salvage computer parts and pay unit price for that equipment.

NOW, THEREFORE BE IT RESOLVED that the Accounting Department is hereby authorized to discard all the items as set forth in the attached Excel spreadsheet to ecoTech Management at the unit prices as set forth in the proposal from ecoTech Management; 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.

<u>Department</u>	<u>Tag#</u>	<u>Description</u>	<u>Department</u>	<u>Tag#</u>	<u>Description</u>
Water	20270	connection cable	Recreation	4017	Wall clock
Water	20271	connection cable	Recreation	4037	Wall Clock
Water	20272	charging stand	Recreation	4482	Grey chair
Water	20273	charging stand	Recreation	5737	Tack board; wooden frame
Water	20274	charging stand	Recreation	6218	Ping pong table
Water	20275	charging stand	Recreation	6266	8' brown folding table
Water	20623	March pump	Recreation	6282	Folding chair
Water	22170	Touchgun pitprobe	Recreation	6284	Folding chair
Water	22171	Touchgun pitprobe	Recreation	6287	8' brown folding table
Water	22172	Touchgun pitprobe	Recreation	6290	Folding chair
Water	2286	Fire extinguisher	Recreation	6292	Folding chair

Water	2304	Fire Extinguisher	Recreation	6294	Folding chair
Water	23198	Avanti refrigerator	Recreation	6295	Folding chair
Water	24522	Frigidaire air conditioner	Recreation	6296	Folding chair
Water	26370	4' step ladder	Recreation	6297	Folding chair
Water	27641	Stihl cutoff saw	Recreation	6298	Folding chair
Water	27671	Backpack blower redmax	Recreation	6299	Folding chair
Water	28029	metal locator	Recreation	6301	Folding chair
Water	28030	metal locator	Recreation	6302	Folding chair
Water	30346	Charcoal telephone	Recreation	6305	Folding chair
Water	3767	Blue side chair	Recreation	6306	Folding chair
Water	4331	Brown upholstered chair	Recreation	6307	Folding chair
Water	4351	Fire extinguisher	Recreation	6312	Folding chair
Water	4352	Fire extinguisher	Recreation	6317	Folding chair
Water	4353	Fire extinguisher	Recreation	6357	Soccer goal
Water	4355	4 foot ladder	Recreation	6358	Soccer goal
Water	6893	Porter cable American classic	Recreation	6365	Net soccer goals
Water	6966	Fire extinguisher	Recreation	684	Safe cabinet
Water	6972	Refrigerator	Recreation	695	Beige folding chair
Water	6976	Fire extinguisher	Recreation	7202	Brown cash box
Water	6977	Fire extinguisher	Recreation	7635	Folding chair
Water	6978	Fire extinguisher	Recreation	7735	Folding chair
Water	7251	Fire extinguisher	Recreation	7754	Folding chair
Water	7254	Fire extinguisher	Recreation	7759	Folding chair
Water	7255	Fire extinguisher	Recreation	7760	Folding chair
Water	7256	Fire extinguisher	Highway	2556	Red tool cabinet
Water	7259	Fire extinguisher	Highway	29670	Dell keyboard
Water	7260	Fire extinguisher	Highway	29671	Dell mouse
Water	7264	Fire extinguisher	Highway	441A	generator
Water	7649	Fire extinguisher	Highway	7038	Coat rack
Water	8534	Cabinet for Mita copier	Highway	7172	Brown vinyl chair
Water	8611	Fire extinguisher	Highway	7178	Brown vinyl chair
Water	9116	Fire extinguisher	Highway	7179	Brown vinyl chair
Water	9120	Agway spreader	Highway	7181	Brown vinyl chair
Water	9142	Fire extinguisher	Highway	7189	Brown vinyl chair
Water	93000111	Electrode heater	Calverton Sewer	23937	Oxygen meter
Water	9314	disk carrying case	Planning	21913	Double pedestal desk
Bay Constable	27543	Binoculars	Planning	22243	Swivel office chair
Police I.T.	25083	2 nd battery for dell laptop	Planning	25874	Monitor
Police I.T.	25913(2007)	CD drive	Planning	27452	Gateway speakers
Police I.T.	25916	Gateway mouse	Planning	27453	Gateway speakers
Police I.T.	26247	Gateway Mouse	Planning	28919	Dell keyboard

Police I.T.	27006	Portable printer & hardware	Planning	28920	Dell mouse
Police I.T.	27007	Portable printer & hardware	Planning	7054	Vinyl brown desk
Police I.T.	27374	Dell 2003 tape back up	Fire code	27677	Overhead lamp
Police I.T.	27523	Microsoft mouse	CD	7916	6' table w/ shelving
Police I.T.	27873	Gateway E-6610	CD	7927	4 drawer file cabinet
Police I.T.	27877	Speakers w/ Gateway	CD	28889	Dell keyboard
Police I.T.	27920	Gateway mouse w/ CPU	CD	28890	Dell mouse
Police I.T.	28751	Gateway PC	CD	29560	Keyboard
P.D. Chief	24452	radio & battery connectors	CD	30554	Microsoft keyboard
P.D. Chief	24558	Bates electric stapler	CD	30555	Microsoft mouse
P.D. Chief	24946	Briggs & Stratton AG pump	I.T.	24831	Monitor
P.D. Chief	26929	Baton brite	I.T.	25388	Cisco port switch
P.D. Chief	26930	Baton brite	I.T.	25389	Cisco port router
P.D. Chief	26932	Baton brite	I.T.	25586	Cisco WS-2950-24-EI
P.D. Chief	26933	Baton brite	I.T.	25802	Dell inspiron laptop
P.D. Chief	26934	Baton brite	I.T.	25804	Port replicator
P.D. Chief	27557	Security laminate verifier	I.T.	25823	Gateway mouse
P.D. Chief	27558	Telesteps aluminum	I.T.	25828	Cisco-WS-2950-24-EI
P.D. Chief	27642	Security laminate verifier	I.T.	25829	Cisco WS-2950-24-EI
P.D. Chief	27643	Security laminate verifier	I.T.	28111	Monitor
P.D. Chief	27644	Security laminate verifier	Fin. Adm.	1272	Desk
P.D. Chief	27645	Pocket fluorescent light	IT	25092	laptop
P.D. Chief	27646	Pocket fluorescent light	IT	25150	switch
P.D. Chief	27647	Security laminate verifier	IT	25152	cisco gear
P.D. Chief	27648	Pocket fluorescent light	IT	25304	monitor
P.D. Chief	27649	Security laminate verifier	IT	25930	monitor
P.D. Chief	27651	Security laminate verifier	IT	25974	monitor
P.D. Chief	27846	dash mounts	IT	26002	monitor
P.D. Chief	27847	dash mounts	IT	26312	switch
P.D. Chief	27848	dash mounts	IT	26313	switch
P.D. Chief	27849	dash mounts	IT	26314	switch
P.D. Chief	27850	dash mounts	IT	26315	switch
P.D. Chief	28479	Desktop radio charger	IT	26318	cisco gear
P.D. Chief	29849	pistol gun mag	IT	26698	tape drive
P.D. Chief	29852	pistol gun mag	IT	26699	tape drive
P.D. Chief	29853	pistol gun mag	IT	26849	speakers
P.D. Chief	29871	pistol gun mag	IT	26976	tape drive
P.D. Chief	29872	pistol gun mag	IT	27454	laptop
P.D. Chief	4642	Fire extinguisher	IT	27456	Panasonic Toughbook
P.D. Chief	4848	Alcohol evaluation tester	IT	27457	Panasonic Toughbook
Supervisor	30380	Gateway Speakers	IT	27458	Panasonic Toughbook

Supervisor	8109	Burgundy chair wood legs	IT	27459	Panasonic Toughbook
Supervisor	8114	Burgundy chair wood legs	IT	27501	Keyboard
St. Light	20584	Gray tweed chair	IT	27502	mouse
St. Light	20794	Sawzall	IT	28415	monitor
St. Light	22194	8' Ladder	IT	28762	laptop
St. Light	22616	Dayton wet/dry vac	IT	28793	switch
St. Light	24415	Deb Sorensen's chair	IT	28794	switch
St. Light	24552	25 A" cable cutter	IT	28987	CPU
St. Light	28103	Cable cutter	IT	28988	Keyboard
St. Light	29331	Line attachment	IT	28993	CPU
Mun Gar	23426	UT-100 SI butane solder iron	IT	28994	Keyboard
Mun Gar	2370	Wayne air compressor	IT	28996	CPU
Mun Gar	24555	Waste oil tank	IT	28997	Keyboard
Mun Gar	29558	Computer mouse	IT	29667 2011	symantec for server
Mun Gar	3623	Fire extinguisher	IT	29765	monitor
Mun Gar	3633	Fire extinguisher	IT	30161	CPU
Mun Gar	7235	Red File Rack	IT	29491	keyboard
Mun Gar	7623	Fire extinguisher	B&G	25615	radio
Mun Gar	8122	Connector Kit	IT	27423	mouse
Mun Gar	19547 (vehicle)	ID=MG49 2002 Gem Car	PD	DRY GLV4	gloves
Mun Gar	20012	printer	Sewer	TU238B	beeper
Mun Gar	20016	Books suppressor outlet	Tax Rec	1092	desk
Mun Gar	20044	Fire extinguisher	Mun Gar	2009	bench grinder
Mun Gar	20045	Fire extinguisher	Mun Gar	2035	dwell tack tester
B&G	20469	30" Little wonder clippers	Mun Gar	2038	OHM meter
B&G	20873	Utility box	Highway	21625	radio
B&G	20883	Pole pruner and pedestal	Recreation	21697	basketball stand
B&G	20885	6' stepladder	IT	21955	printer
B&G	21152	Ratchet cable puller	IT	22052	tape drive
B&G	21172	Ratchet cable puller	IT	22205	whirlpool
B&G	21433	6 cu' blue wheelbarrow	Sewer	22677	hvac
B&G	2196	Work bench	Mun Gar	22787	hydraulic jack
B&G	22375	Milwaukee super sawzall	Sewer	22955	mouse
B&G	23239	High executive chair	Ambulance	22978	radio
B&G	23342	secretary chair	Sewer	23122	chair
B&G	23597	Gray and black swivel chair	Highway	23292	ac adapter
B&G	23611	Redman EB6200 backpack blower	Highway	23783	radio
B&G	24592	John Deere push mower	Recreation	24273	sign
B&G	24740	Acctng. Conference room chair	PD	24285	emergency hammer
B&G	24902	Burgundy swivel task chair	Sewer	24439	pump

B&G	25452	Sears wet/dry vac	Highway	2508	file cabinet
B&G	26405	Redmax backpack blower	IT	25376	monitor
B&G	27048	Plow blade & power angling	IT	26220	Keyboard
B&G	27052	Sawzall	Seniors	26596	cart
B&G	27054	Saw	Recreation	27094	pencil sharpner
B&G	27059	line trimmer	Recreation	27173	huffy court
B&G	27065	Table saw	IT	27565	printer
B&G	27657	18" 3.75 HP chainsaw	Building	27742	file cabinet
B&G	28033	hammer drill	Recreation	28014	radio
B&G	28039	Laser rotary kit 18V	Highway	28077	chair
B&G	28636	Red backpack blower	IT	28155	kiosk
B&G	29043	Right angle sander/grinder	Building	28504	camera
B&G	29044	Right angle sander/grinder	B&G	28573	shelves
B&G	29056	Redmax backpack blower	IT	28941	mouse
B&G	30299	Cordless hammer driver	Recreation	29223	refrigerator
B&G	5417	Brown office chair	IT	29354	printer
B&G	607A4932	10¼ circular saw	IT	29355	printer
B&G	621A4440	8¼ wormgear saw	IT	29356	printer
B&G	6642	Werner ladder	Recreation	29446	desk
B&G	6672	Power actuated toolbox	IT	29523	printer
B&G	7714	Zee medical kit	IT	29524	printer
B&G	780A4944	1 ¼ circular saw	IT	29252	printer
B&G	784B4944	Power drill	IT	29576	mouse
B&G	9004	Grey hand truck	IT	29753	printer
B&G	29981	digital camera	Highway	30049	drill
Sanitation	S27344	Garbage disposal roll offs	IT	30088	printer
Sanitation	S27456	Garbage disposal roll offs	IT	30089	printer
Sanitation	21572	First aid kit	IT	30090	printer
Sanitation	7711	Aluminum toolbox on truck	IT	30091	printer
Sanitation	7718	Meyer snow plow	IT	30092	printer
Town Engineer	24681	storage unit	IT	30093	printer
Town Engineer	29017	Task Light	IT	30094	printer
Building	27384	Heavy duty time/date stamp	IT	30095	printer
Town Board	28873	Dell PC	IT	30096	printer
Town Board	6537	Metal folding chair	IT	30097	printer
Town Board	6538	Metal folding chair	IT	30099	printer
Town Board	6541	Metal folding chair	IT	30100	printer
Town Board	6546	Metal folding chair	IT	30101	printer
Town Board	6551	Metal folding chair	IT	30102	printer
Town Board	6552	Metal folding chair	Water	30356	locator
Sewer	20907	6' step ladder	IT	30410	keyboard

Sewer	22136	cordless drill	Recreation	30435	blue canopy
Sewer	22312	Blue wheel barrel	Highway	30493	radio
Sewer	22690	3/8 drive air ratchet	CD	31567	camera
Sewer	23440	BOD track apparatus	Sewer	4048	brown box
Sewer	28127	19 gallon oilless	Highway	4131	mapboard
Sewer	29522	SCX-5530 all in one copier	Highway	4150	drill
Sewer	29535	Computer mouse	Planning	4314	desk
Sewer	4935	drill press	Highway	508	cabinet
Sewer	25004	Booster pac model	PD	6554	chair
Town Historian	20906	File cabinet	Highway	6950A	table
Town Historian	29409	Buddy double sided cart	Highway	7123	sign system
Town Clerk	23654	CD writer in CPU	Highway	7194	water cooler
Ambulance	20522	Cabinet	Highway	7597	radio
Ambulance	20523	Cabinet	Highway	8552	chair
Ambulance	20524	Cabinet	Highway	88363	spreader
Ambulance	20525	Cabinet	PD	9012	fire extinguisher
Ambulance	2400BPS	Everex internal modem	CD	29561	mouse
Ambulance	7640	Battery tri analyzer	jab/youth	23030	power cord
Assessor	25929 2007	CPU	jab/youth	23096	fax
Assessor	29661	mouse	jab/youth	23097	copy machine
Senior Center	25175	Hutch	Water	28763	ac adapter
Senior Center	25178	File cabinet	Water	29473	ups
Senior Center	26006	Monitor	Water	29474	ups
Senior Center	26217	printer	Fire	27808	printer
Senior Center	28734	Keurig coffee maker	Fire	27474	printer
Senior Center	29125	Dell mouse	IT	8001254	power supply
Justice Court	23111	Split level table	jab/youth	23028	dell laptop
Justice Court	25561	Time and date stamp	IT	25429 2008	power supply
Justice Court	26494	Samsung fax machine	IT	27445	logitech camera
Justice Court	4855	Monroe calculator	IT	27470	scanner
Recreation	BB1	Basketball backboards/nets	IT	27663	enfocus case
Recreation	BB2	Basketball backboards/nets	IT	28409	wireless router
Recreation	2157	Metal box for keys	IT	28469	speakers
Recreation	22128	CPR dummy-"Kevin" infant	IT	28785	mouse
Recreation	22129	CPR manikin	IT	26136	hard drive
Recreation	22130 0098	Rear hitch for gator 6x4	IT	29137	hard drive
Recreation	22146	Sega Saturn game system	IT	29280	CPU
Recreation	22762	High back swivel/tilt chair	IT	29281	Keyboard
Recreation	25135	SONY play station 2	IT	29282	mouse
Recreation	26390	Shooter tutor goalie	IT	29286	CPU
Recreation	26392	Shooter tutor goalie	IT	29358	monitor

Recreation	27593	Task stool grey/black	IT	29517	monitor
Recreation	28700	Baby Anne learning tools	IT	30133	mouse
Recreation	30323	PV brand speaker stands	IT	30156	CPU
Recreation	30324	PV brand speaker stands	IT	30512	hard drive
Recreation	3668	Shelving unit			

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 725

PAYS BILLS

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #15-22 September 30, 2015 (TBM 10/06/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,359,747.08	1,359,747.08
POLICE ATHLETIC LEAGUE	4	9,781.05	9,781.05
RECREATION PROGRAM FUND	6	13,541.43	13,541.43
HIGHWAY FUND	111	235,626.03	235,626.03
WATER DISTRICT	112	87,095.12	87,095.12
RIVERHEAD SEWER DISTRICT	114	62,380.09	62,380.09
REFUSE & GARBAGE COLLECTION DI	115	212,938.99	212,938.99
STREET LIGHTING DISTRICT	116	18,341.10	18,341.10
PUBLIC PARKING DISTRICT	117	450.00	450.00
AMBULANCE DISTRICT	120	1,416.79	1,416.79
EAST CREEK DOCKING FACILITY FU	122	3,517.17	3,517.17
CALVERTON SEWER DISTRICT	124	6,151.29	6,151.29
RIVERHEAD SCAVENGER WASTE DIST	128	39,054.32	39,054.32
RISK RETENTION FUND	175	15,974.45	15,974.45
CDBG CONSORTIUM ACCOUNT	181	560.00	560.00
RESTORE GRANT PROGRAM	184	5,000.00	5,000.00
TOWN HALL CAPITAL PROJECTS	406	36,220.00	36,220.00
WATER DISTRICT CAPITAL PROJECT	412	187,897.43	187,897.43
CALVERTON SEWER CAPITAL PROJEC	424	21,712.00	21,712.00
TRUST & AGENCY	735	582,577.06	582,577.06
CALVERTON PARK - C.D.A.	914	192.60	192.60
TOTAL ALL FUNDS		2,900,174.00	2,900,174.00

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 726

**RATIFIES EXECUTION SUFFOLK COUNTY GRANT FOR
FISCAL YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

Supervisor Walter offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead participates in the Suffolk County Consortium to receive Community Development Block Grant funds from the United States Department of Housing and Urban Development for benefit to low and moderate income persons and for the prevention of slum and blight; and

WHEREAS, the Town of Riverhead has complied with the citizen participation requirements of the CDBG program; and

WHEREAS, the Town of Riverhead possesses the legal authority to make a grant application through Suffolk County and to execute a community development and housing program; and

WHEREAS, Suffolk County has allocated \$103,130 to the Town of Riverhead in 2015 Suffolk County Consortium Community Development Block Grant funds.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby ratifies and authorizes the Supervisor to execute the required agreement between Suffolk County and the Town of Riverhead and to undertake the program as approved including entering into sub-recipient agreements subject to review and approval by the Town Attorney for FY 2015 as follows:

2015 CDBG Grant Allocation

Bread and More Soup Kitchen	\$ 5,000
Open Arms Soup Kitchen	\$ 5,000
Riverhead Community Awareness Program	\$ 5,000
Dominican Sisters	\$ 5,000
Maureen's Haven	\$ 5,000
Home Improvement Program	\$ 40,000
Senior Center Improvements	\$ 31,000
<u>Administration</u>	<u>\$ 7,130</u>
TOTAL	\$103,130

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes the Accounting Department to set up budgets for the contract and issue purchase orders; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Community Development Director, Amy Keyes, Suffolk County Community Development, PO Box 6100, Hauppauge NY

11788-0099 and an electronic copy of the adopted resolution to the Community Development Department and the Accounting Department.

THEREFORE, 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 ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 727

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR PUBLIC HEARING REGARDING US HUD COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) 2016 FUNDS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead participates in the Suffolk County Consortium to receive Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (US HUD) for benefit to low and moderate income persons and for the prevention of slum and blight; and

WHEREAS, the Town of Riverhead has an ongoing CDBG Program and plans to prepare an application for CDBG Funds for Fiscal Year 2016 with an estimated allocation of approximately \$103,130.00; and

WHEREAS, the Town wishes to solicit comments from the public with regard to the development of said application; and

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice of public hearing at 2:10 p.m. on Wednesday, November 4, 2015 as a legal advertisement in the Thursday, October 15, 2015, issue of the News Review and to post same on the signboard in Town Hall.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Amy Keyes, Suffolk County Community Development Director, Suffolk County Community Development, PO Box 6100, Hauppauge NY 11788-0099 and an electronic copy of the adopted resolution to the Community Development Department.

THEREFORE, 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 ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

**CITIZEN'S IDEAS WANTED ON COMMUNITY DEVELOPMENT PROGRAM
ANNOUNCEMENT OF PUBLIC HEARING**

PLEASE TAKE NOTICE in April 2016 the Town of Riverhead expects to receive approximately \$103,130.00 in Federal Community Development Block Grant Funds. These funds may be used, and have been previously used for a variety of projects that benefit low and moderate income persons, aid in the prevention or elimination of slums or blight and/or meet a need having a particular urgency.

Examples of eligible activities include:

- Housing Rehabilitation
- Elimination of Physical Barriers to the Handicapped
- Public Facilities and Improvements
- Street Improvements
- Public Service Activities
- Neighborhood Improvement Programs

Town residents are invited to attend this public hearing on the November 4, 2015, at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, New York, to express citizen views on local housing and community development needs to be met with these funds and/or submit written comments for the record to Riverhead Town Hall, Community Development Department, 200 Howell Avenue, Riverhead, New York 11901 by November 19, 2015.

Dated: October 6, 2015

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD, NEW YORK**

DIANE WILHELM, TOWN CLERK