

**WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING**

We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 12:00 a.m. on the 8<sup>th</sup> day of October, 2009 and do consent to the holding of such meeting for the purpose of:

- Res. #954 Rescinds a Portion of Resolution No. 900 Adopted at the October 6, 2009 Town Board Meeting Entitled “Rescinds Resolution No. 861 Entitled “Authorization to Publish Advertisement for Pickup & Removal of Yard Waste Debris from Youngs Avenue Yard Waste Collection Facility”
  
- Res. #955 Rescinds a Portion of Resolution No. 902 Adopted at the October 2009 Town board Meeting Entitled “Rescinds Resolution No. 874 Entitled “Authorization to Publish Advertisement for On-Site Yard Waste Debris Grinding – Yard Waste Collection Facility”
  
- Res. #956 Authorizes the Supervisor to Execute a Consultant/Professional Services Agreement with Cashin Associates, P.C.

Dated: October 8th, 2009  
Media Notified by  
Supervisor

**TOWN BOARD MEMBERS  
of Riverhead, New York**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilwoman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

OCTOBER 8, 2009

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 954**

**RESCINDS A PORTION OF RESOLUTION NO. 900 ADOPTED AT THE OCTOBER 6, 2009 TOWN BOARD MEETING ENTITLED "RESCINDS RESOLUTION NO. 861 ENTITLED 'AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PICKUP & REMOVAL OF YARD WASTE DEBRIS FROM YOUNGS AVENUE YARD WASTE COLLECTION FACILITY' "**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town Board adopted Resolution No. 861 on September 15, 2009 to publish an advertisement in the September 17, 2009 issue of the News Review; and,

**WHEREAS**, said resolution contained inaccurate information with regard to the date of published advertisement; and,

**WHEREAS**, the Town of Riverhead Sanitation Department sought to correct the error and prepared for Town Board consideration Resolution No. 900 to rescind Resolution #861; and

**WHEREAS**, the Town Board amended Resolution No. 900 to reflect not only the rescission of the original publish and post containing the error of publish date for advertisement but authorization and direction to republish and repost with a corrected advertisement date and approved said amendment at the October 6, 2009 Town Board Meeting; and,

**WHEREAS**, the Sanitation Department became aware that the original resolution was in fact published and advertised such that potential bidders may respond to the original advertisement and submission deadlines and refrain from compliance with a corrected advertisement which will include amended time parameters; and

**WHEREAS**, the Sanitation Department requests that the Town Board rescind only that portion of Resolution #900 directing an immediate republish and repost such that only the rescission of the advertisement for bids will be published providing potential bidders with notice that all terms of the original advertisement are rescinded; and

**WHEREAS**, after publication of the rescission of Resolution #861, the Sanitation Department will prepare a second corrected resolution to publish and post with a new advertisement date

with clear instruction regarding bid submission deadlines for pickup and removal of yard waste debris from Youngs Avenue yard waste collection facility; and

**NOW, THEREFORE BE IT RESOLVED**, that Resolution #900 adopted on October 6, 2009 is rescinded in part to reflect deletion of the authorization to direct an immediate republish and post and reflect rescission of Resolution No. 861 adopted on September 15, 2009 and direct Town Clerk to publish the following notice: "Notice to Bidders: Resolution No. 861 adopted on September 15, 2009 advertising for bids for pickup and removal of yard waste debris from Youngs Avenue yard waste collection facility is hereby rescinded by the Town Board of the Town of Riverhead. No Bids will be accepted until further notice".

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

### **THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

OCTOBER 8, 2009

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 955**

**RESCINDS A PORTION OF RESOLUTION NO. 902 ADOPTED AT THE OCTOBER 6, 2009 TOWN BOARD MEETING ENTITLED "RESCINDS RESOLUTION NO. 874 ENTITLED 'AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR ON-SITE YARD WASTE DEBRIS GRINDING - YARD WASTE COLLECTION FACILITY' "**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board adopted Resolution No. 874 on September 15, 2009 to publish an advertisement in the September 17, 2009 issue of the News Review; and,

**WHEREAS**, said resolution contained inaccurate information with regard to the date of published advertisement; and,

**WHEREAS**, the Town of Riverhead Sanitation Department sought to correct the error and prepared for Town Board consideration Resolution No. 902 to rescind Resolution #874; and

**WHEREAS**, the Town Board amended Resolution No. 902 to reflect not only the rescission of the original publish and post containing the error of publish date for advertisement but authorization and direction to republish and repost with a corrected advertisement date and approved said amendment at the October 6, 2009 Town Board Meeting; and,

**WHEREAS**, the Sanitation Department became aware that the original resolution was in fact published and advertised such that potential bidders may respond to the original advertisement and submission deadlines and refrain from compliance with a corrected advertisement which will include amended time parameters; and

**WHEREAS**, the Sanitation Department requests that the Town Board rescind only that portion of Resolution #902 directing an immediate republish and repost such that only the rescission of the advertisement for bids will be published providing potential bidders with notice that all terms of the original advertisement are rescinded; and

**WHEREAS**, after publication of the rescission of Resolution #874, the Sanitation Department will prepare a second corrected resolution to publish and post with a new advertisement date with clear instruction regarding bid submission deadlines for on-site yard waste debris grinding-yard waste collection facility; and

**NOW, THEREFORE BE IT RESOLVED**, that Resolution #902 adopted on October 6, 2009 is rescinded in part to reflect deletion of the authorization to direct an immediate republish and post and reflect rescission of Resolution No. 874 adopted on September 15, 2009 and direct Town Clerk to publish the following notice: "Notice to Bidders: Resolution No. 874 adopted on September 15, 2009 advertising for bids for on-site yard waste debris grinding-yard waste collection facility is hereby rescinded by the Town Board of the Town of Riverhead. No Bids will be accepted until further notice".

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

### **THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

10/8/09

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 956**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A CONSULTANT/  
PROFESSIONAL SERVICES AGREEMENT WITH CASHIN ASSOCIATES, P.C.**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

**WHEREAS**, the Town of Riverhead is required to draft a Solid Waste Management Plan (SWMP) and Comprehensive Recycling Analysis (CRA) for submission to the New York State Department of Environmental Conservation for approval; and

**WHEREAS**, Cashin Associates, P.C. has vast experience in the area of solid waste engineering and planning services;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to execute a professional services agreement with Cashin Associates, P.C. in substantially the form annexed hereto, and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, New York 11788; and be it further

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

**THE VOTE**

Wooten Yes No      Dunleavy Yes No

Blass Yes No      Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the Town of Riverhead is required to revise a Solid Waste Management Plan (SWMP) and Comprehensive Recycling Analysis (CRA) and submit same for approval to the New York State Department of Environmental Conservation on or before January 11, 2009; and

WHEREAS, Cashin Associates, P.C. is well qualified and experienced on solid waste issues and has provided solid waste engineering and planning services to several Townships throughout Long Island;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Town of Riverhead (hereinafter referred to as "Town") and Cashin Associates, P.C. (hereinafter referred to as "Consultant") hereby agree as follows:

This Agreement made the \_\_\_\_\_ of October, 2009 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and Cashin Associates, P.C., a corporation existing under the laws of the State of New York with a principal place of business at 1200 Veterans Memorial highway, Hauppauge, New York 11788 (hereinafter referred to as "Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth herein as an independent contractor and not as an employee of Town. Consultant services include the following: Consultant shall study all prior SWMP prepared for the Town, provisions of the Town Code regarding waste management and treatment of waste management, correspondence from the DEC related to the submission, together with recent communications regarding the requirement to prepare a SWMP/CRA by date certain; Consultant shall consider, utilize, or revise the material set forth in the 1990 Solid Waste Management Plan, 2005 Local Solid Waste Management Plan and 2007 revised Local Solid Waste Management Plan, correspondence/report from DEC dated June 15, 2009, and such other documents, together with its expertise to prepare and submit for approval a SWMP/CRA to NYSDEC. On or before January 11, 2009, Consultant shall submit a SWMP/CRA which incorporates and/or addresses all items listed in the documents above and all such other items that the Consultant deems necessary and appropriate to obtain approval by the NYSDEC.

### 2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same and terminate upon final approval of a SWMP/CRA. The Town and Consultant agree that the scope of services includes any and all revisions which may be required prior to or subsequent to submission of a proposed final

SWMP/CRA by Consultant to the NYSDEC, such that the Town of Riverhead receives final NYSDEC approval for a SWMP/CRA and the Town may proceed to implement the provisions of the plan, including but not limited to, public hearing(s) to adopt the SWMP/CRA, amendments/revisions to provisions of the Town Code, and such other time, effort and expenditures as may be required to implement the SWMP/CRA.

### 3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee not to exceed \$80,000.00 for the services described in paragraphs one and two above. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. The Town has made available and Consultant has reviewed all correspondence from the NYSDEC and Consultant has represented that it shall meet all deadlines such that the Town will avoid any penalty for failure to comply with the time parameters and restrictions set by the NYSDEC. The Consultant met with several representatives of the Town to discuss the Town's prior waste management practices, discuss information contained in the 1990 Solid Waste Management Plan, 2005 Local Solid Waste Management Plan and 2007 revised Local Solid Waste Management Plan, correspondence/report from DEC dated June 15, 2009, code provisions, and such other relevant documents and Consultant has represented to the Town that Consultant is familiar with the DEC regulations and requirements particularly as same related to SWMP/CRA . Based upon the above, Consultant represents and acknowledges that difficulties may arise related to the execution of the work and that due to the scope of the work he/she may encounter certain areas of special coordination or research such that it is understood that Consultant will not attempt to seek additional monies for such issues, research or hardships that may arise related to any of the above, including but not limited to, effort and time required to modify or revise provisions of the 2005 and revised 2007 Solid Waste Management Plans, add items/provisions not previously addressed in the aforesaid documents, and address items set forth in NYSDEC June 15, 2009 correspondence required to prepare, submit and obtain approval of SWRP/CRA.

### 4. RIGHTS TO DOCUMENTS OR DATA

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

### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

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

#### 8. RECORDS

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

#### 9. CHANGES

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

#### 10. NOTICES

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

#### 11. COMPLIANCE WITH LAWS

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

#### 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

#### 13. CONFLICT OF INTEREST

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

#### 14. DISCLOSURE

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

#### 15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an

opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

CASHIN ASSOCIATES, P.C.

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By:

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By: