

CDA RESOLUTION LIST

CDA

Res. #15 Authorizes the Supervisor to Sign and Submit Subdivision Applications to the New York State Department of Environmental Conservation and the Suffolk County Department of Health Services with Respect to EPCAL

REGULAR TOWN BOARD RESOLUTION LIST

Res. #617 Approves Chapter 90 Application of Riverhead Foundation for Marine Research and Preservation (5K Run for the Ridley – October 23, 2010)

Res. #618 Approves Chapter 90 Application of Riverhead Chamber of Commerce (Music Idol Night – August 7, 2010)

Res. #619 Appoints an Assistant Recreation Leader to the Riverhead Recreation Department (Jesse Realander)

Res. #620 Authorizes Extension of Contract with Maggio Sanitation

Res. #621 Appoints an Automotive Equipment Operator to the Highway Department (Jeffery Witt)

Res. #622 Appoints an Automotive Equipment Operator to the Highway Department (Robert Tedesco)

Res. #623 Appoints an Automotive Equipment Operator to the Highway Department (Kevin Barty)

Res. #624 Awards Bid for Lubricants

Res. #625 Awards Bid for Paint

Res. #626 Authorization to Publish Advertisement for Police Uniforms for the Town of Riverhead

Res. #627 Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Town of Riverhead Highway Department Salt Storage Facility

- Res. #628 Authorizes the Town of Riverhead to Direct Marie McMillan to Cut the Grass to a Height Which Does Not Exceed More than Ten (10) Inches at the Premises Known as 31 Northville Turnpike, Riverhead, New York 11901, a/k/a SCTM #0600-128.00-04-010.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #629 Adopts a Local Law Amending Chapter 47 Entitled “Bays and Creeks” of the Riverhead Town Code
- Res. #630 Adopts a Local Law Amending Chapter 52 Entitled “Building Construction” of the Riverhead Town Code (§52-10 Building Permit Fees – Preconstruction Fee)
- Res. #631 Authorizes the Town of Riverhead to Direct Charles Mason to Cut the Grass to a Height Which Does Not Exceed More Than Ten (10) Inches at the Premises Known as 432 East Avenue, Riverhead, New York 11901, a/k/a SCTM #0600-126.00-04-048.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #632 Authorizes the Town of Riverhead to Direct Wineton Realty, LLC and any Agents Thereof, to Cut the Grass to a Height Which Does Not Exceed More than Ten (10) Inches at the Premises Known as 1284 Main Road, Jamesport, Town of Riverhead, New York, 11947, a/k/a SCTM #0600-068.00-01-0016.0, Pursuant to Riverhead Town Code Chapter 96
- Res. #633 Appointment of a Call-In Recreation Aide to the Recreation Department (Ashley Drozd)
- Res. #634 Appointment of a Call-In Recreation Aide to the Recreation Department (Devrion Kucuk)
- Res. #635 Appoints a Call-In Recreation Bus Driver to the Recreation Department (Stephan Jeski)
- Res. #636 Adopts a Local Law Enacting Chapter 112 Entitled “Domestic and Migratory Waterfowl” of the Riverhead Town Code
- Res. #637 Authorizes Town Clerk to Advertise for Bids Project No. RDWD 10-01 Well No. 16 Permanent Treatment Facility Riverhead Water District

- Res. #638 Authorizes the Supervisor to Execute a License Agreement with Michelle Smith and Debra Smith-Hopkins (Utilize Portions of Town of Riverhead-Owned “Unity Park”, Oakland Drive, Riverhead for “Back to School” Event for Local Children)
- Res. #639 Authorizes the Supervisor to Execute Agreement with ACH Direct, Inc.
- Res. #640 Authorizes the Supervisor to Execute an Agreement for Placement of Commemorative Items at Grumman Memorial Park
- Res. #641 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Sheriff’s Department to Assist the County in “Operation Shield” Exercises
- Res. #642 Authorizes the Retention of the Law Firm of Twomey, Latham, Shea, Kelly, Dubin & Quartararo, LLP as Special Counsel
- Res. #643 Authorizes the Supervisor to Execute a License Agreement with Laufer Wind Group
- Res. #644 31 Northville Turnpike, Riverhead Chapter 96 Budget Adoption
- Res. #645 432 East Avenue, Riverhead Chapter 96 Budget Adoption
- Res. #646 1284 Main Road, Jamesport Chapter 96 Budget Adoption
- Res. #647 Adopts a Local Law to Amend Chapter 76 Entitled, “Loitering” of the Riverhead Town Code
- Res. #648 Extends Bid Contract for Calcium Hypochlorite Tablets
- Res. #649 Appoints a Call-In Park Attendant II to the Recreation Department (Ryan Collier)
- Res. #650 CDBG 2010 Program Budget Adoption
- Res. #651 Authorizes Supervisor to Sign Agreements with Sub-recipients for CDBG Funding

Res. #652 Water Department Budget Adjustment

Res. #653 Pays Bills

08.03.2010
100617

ADOPTED

TOWN OF RIVERHEAD

Resolution # 617

**APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD FOUNDATION FOR
MARINE RESEARCH AND PRESERVATION
(5K RUN FOR THE RIDLEY – October 23, 2010)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on July 6, 2010, the Riverhead Foundation For Marine Research and Preservation (Riverhead Foundation) submitted a Chapter 90 Application for the purpose of conducting a 5K Foot Race, said course to begin on East Main Street, continuing on East Main Street and Riverside Drive, and ending at McDermott Avenue, to be held on Saturday, October 23, 2010 between the hours of 6:00 a.m. and 12:00 noon; and

WHEREAS, the Riverhead Foundation has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

WHEREAS, Riverhead Foundation has requested the Chapter 90 Application Fee be waived due to its not-for-profit status; and

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

WHEREAS, the Town Attorney has reviewed all documents regarding said application.

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

RESOLVED, that the Chapter 90 Application of the Riverhead Foundation For Marine Research and Preservation for the purpose of conducting a 5K Foot Race at the aforementioned locations to be held on Saturday, October 23, 2010 between the hours of 6:00 a.m. and 12:00 noon is hereby approved; and be it further

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

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

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Foundation for Marine Research and Preservation, Attn: Robert A. DeGiovanni, Jr., 467 East Main Street, Riverhead, New York, 11901.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

08.03.2010
100618

ADOPTED

TOWN OF RIVERHEAD

Resolution # 618

**APPROVES CHAPTER 90 APPLICATION OF
RIVERHEAD CHAMBER OF COMMERCE**
(Music Idol Night – August 7, 2010)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 25, 2010, the Riverhead Chamber of Commerce submitted a Chapter 90 Application for the purpose of conducting a “Music Idol Night” to be located in the Peconic Riverfront parking lot, Riverhead, New York, on Saturday, August 7, 2010, having a rain date of Saturday, August 14, 2010, between the hours of 7:00 p.m. and 11:00 p.m.; and

WHEREAS, the Riverhead Chamber of Commerce has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

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

WHEREAS, Riverhead Foundation has requested the Chapter 90 Application Fee be waived due to its not-for-profit status; and

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

WHEREAS, the Town Attorney has reviewed all documents regarding said application.

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

RESOLVED, that the Chapter 90 application of the Riverhead Chamber of Commerce for the purpose of conducting a "Music Idol Night" to be located in the Peconic Riverfront parking lot, Riverhead, New York, to be held on Saturday, August 7, 2010, having a rain date of Saturday, August 14, 2010, between the hours of 7:00 p.m. and 11:00 p.m., is hereby approved; and be it further

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

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

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Chamber of Commerce, 542 East Main Street, Riverhead, NY, 11901, Attn: Susan Hackett, the Riverhead Police Department, the Riverhead Fire Marshal, the Office of Engineering and the Office of the Town Attorney.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 619

**APPOINTS AN ASSISTANT RECREATION LEADER TO THE
RIVERHEAD RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Asst. Recreation Leader- Sailing (Level 1) is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective August 3rd, 2010, this Town Board hereby appoints Jesse Realander to the position of Call-In Asst. Recreation Leader- Sailing (Level 1) to be paid the rate of \$9.50 per hour to the Recreation Department and

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 620

WATER DEPARTMENT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent requests a budget adjustment to fund repair services and purchases for the remainder of the year;

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

		<u>FROM</u>	<u>TO</u>
112.083200.524451	Water Meter Equipment	35,000	
112.083200.524000	Equipment	30,000	
112.083200.541100	Repairs		65,000

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 621

APPOINTS AN AUTOMOTIVE EQUIPMENT OPERATOR TO THE HIGHWAY DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, vacancies exist in the Highway Department for Automotive Equipment Operators; and

WHEREAS, pursuant to the CSEA contract, these positions were duly posted for, Job Posting #3, advertised, interviews were held, background investigations were conducted, and the Highway Superintendent and Personnel Officer have made recommendations of suitable candidates.

NOW, THEREFORE, BE IT RESOLVED, that effective August 16, 2010, this Town Board hereby appoints Jeffery Witt to the position of Automotive Equipment Operator as found in Group 6, Step P of the Operational and Technical Salary Schedule.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jeffrey Witt, the Highway Department, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from Doculex and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 622

APPOINTS AN AUTOMOTIVE EQUIPMENT OPERATOR TO THE HIGHWAY DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, vacancies exist in the Highway Department for Automotive Equipment Operators; and

WHEREAS, pursuant to the CSEA contract, these positions were duly posted for, Job Posting #3, advertised, interviews were held, background investigations were conducted, and the Highway Superintendent and Personnel Officer have made recommendations of suitable candidates.

NOW, THEREFORE, BE IT RESOLVED, that effective August 9, 2010, this Town Board hereby appoints Robert Tedesco to the position of Automotive Equipment Operator as found in Group 6, Step P of the Operational and Technical Salary Schedule.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Robert Tedesco, the Highway Department, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from Doculex and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 623

APPOINTS AN AUTOMOTIVE EQUIPMENT OPERATOR TO THE HIGHWAY DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, vacancies exist in the Highway Department for Automotive Equipment Operators; and

WHEREAS, pursuant to the CSEA contract, these positions were duly posted for, Job Posting #3, advertised, interviews were held, background investigations were conducted, and the Highway Superintendent and Personnel Officer have made recommendations of suitable candidates.

NOW, THEREFORE, BE IT RESOLVED, that effective September 7, 2010, this Town Board hereby appoints Kevin Barty to the position of Automotive Equipment Operator as found in Group 6, Step P of the Operational and Technical Salary Schedule.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Kevin Barty, the Highway Department, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from Doculex and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

08.03.2010
100624

ADOPTED

TOWN OF RIVERHEAD

Resolution #624

AWARDS BID FOR LUBRICANTS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, 2 bids were received and opened at 11:00 am on July 12, 2010, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for LUBRICANTS for the Town of Riverhead be and hereby is, awarded to Silogram Lubricants Corporation for the prices on the attached pages;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to SILOGRAM LUBRICANTS CORPORATION, the Municipal Garage and the Purchasing Department.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

BID SHEET FOR VARIOUS OILS, LUBRICANTS AND FLUIDS

BID IS FOR THE PERIOD OF ONE YEAR

Bid Item #	Approximate Quantity	Product	Unit Price	Extended Price
1	2	55 gallon drum of transmission fluid Mercon V	469.00	938.00
2	2	120 lbs. keg of gear oil 80w/90 Brand <u>SILGRAM</u>	148.00	296.00
3	15	55 gallon drum hydraulic oil Brand <u>SILGRAM</u>	254.00	3810.00
4	2000	gallons 15 W 40 engine oil	5.68	11360.00
5	5	55 gallon drum of permanent antifreeze & summer coolant (50/50) Brand <u>SILGRAM</u> 100%	235.00 395.00	1175.00 1975.00
6	2	120 lbs keg Super Chassis Grease (Red)	205.00	410.00
7	2	55 gallon drum All Purpose Trans & Torque Fluid	335.00	670.00
8	2	120 lbs. keg of synthetic gear oil 80w/140 Brand <u>SILGRAM</u>	325.00	650.00

Name of Bidder: SILGRAM LUBRICANTS CORPORATION

Address: 180 WEST 5TH STREET

BAYONNE, NJ 07002

By: OSCAR MARGOLIS

Title: PRESIDENT

TOWN OF RIVERHEAD

Resolution # 625

AWARDS BID FOR PAINT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the purchase or paint; and

WHEREAS, two (2) bids were received, opened and read aloud on the 26th day of July, 2010 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the purchase of paint be and is hereby awarded as follows:

Sherwin Williams - Item No.'s – 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,11, 12, 13, 14, 18, 21, 22, 23, 24, 26, 27, 28, 29, 32, 33, 34, 35, 38(5), 38(1), 39(5), 39(1)
Riverhead Building Supply – Item No.'s – 15, 16, 17, 25, 30, 31, 36, 37, 41, 42
; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Sherwin Williams, 1704 Old Country Road, Riverhead, NY 11901 and Riverhead Building Supply, 100 Precision Drive, Suite Z, Shirley, NY 11967; and

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

08.03.2010
100626

ADOPTED

TOWN OF RIVERHEAD

Resolution # 626

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR POLICE UNIFORMS FOR THE TOWN OF RIVERHEAD

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the AUGUST 12, 2010 issue of the News Review and;

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of POLICE UNIFORMS 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 11:00 am on SEPTEMBER 1, 2010 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on AUGUST 12, 2010 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked POLICE UNIFORMS . 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 # 627

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR TOWN OF RIVERHEAD HIGHWAY DEPARTMENT SALT STORAGE FACILITY

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to post and publish the attached Notice to Bidders in the August 12, 2010 issue of the official Town newspaper for the Highway Maintenance Salt Storage Facility, 1177 Osborn Avenue, Riverhead, New York; and

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

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the purchase and installation of two salt storage barns at the Town of Riverhead Highway Maintenance facility located at 1177 Osborn Avenue, Riverhead, New York will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am August 30, 2010 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about August 12, 2010 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

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

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Highway Department Salt Storage Facility" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

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

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

Dated: August 3, 2010

TOWN OF RIVERHEAD

RESOLUTION # 628

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT MARIE MCMILLAN TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 31 NORTHVILLE TURNPIKE, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-128.00-04-010.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner, observed on July 15, 2010 and again on July 26, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 31 Northville Turnpike, Riverhead, New York, 11901, SCTM # 0600-128.00-04-010.00, owned by Marie McMillan; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owner(s) of said premises, whereby said owner(s) were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height by July 25, 2010 and failed to do so; and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

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

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead,

for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered.

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 31 Northville Turnpike, Riverhead, New York 11901, also known as SCTM # 0600-128.00-04-010.00, owned by Marie McMillan; and

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

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

THE VOTE

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

Walter - ABSTAIN

The Resolution Was Thereupon Duly Declared Adopted

08.03.2010
100629

ADOPTED

TOWN OF RIVERHEAD

Resolution # 629

**ADOPTS A LOCAL LAW AMENDING CHAPTER 47 ENTITLED
"BAYS AND CREEKS" OF THE RIVERHEAD TOWN CODE**

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 47 entitled "Bays and Creeks" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of July, 2010 at 7:20 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 47 entitled "Bays and Creeks" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Conservation Advisory Council, the Planning Department and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 47 entitled "Bays and Creeks" of the Riverhead Town Code at its regular meeting held on August 3, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 47
BAYS AND CREEKS
ARTICLE III
General Provisions

§ 47-21. Docks, moorings, basins and ramps.

H. No permit from the Town Board which is required for projects or activities in tidal waters shall allow the use of wood which has been treated with commercial copper quat (ACQ), pentachlorophenol, or creosote. Wood treated with copper chromated arsenate (CCA) may be used for pilings and framing only. All planking must be constructed of material alternative to CCA-treated wood. In determining whether no reasonable alternative to the proposed construction material exists, the Conservation Advisory ~~Committee~~ Council shall take into account the cost of alternative materials, their suitability for the intended use (eg., structural integrity) and any environmental benefit to using alternative materials. The provisions of this section are subject to modifications as determined by the New York State Department of Environmental Conservation.

§ 47-24. Form of applications.

C. The Conservation Advisory Council shall review all completed permit applications and provide a written ~~report decision~~ recommendation to the Town Board, other involved agencies, and the applicant stating its findings and conclusions, within ~~35~~ 30 days of its receipt of ~~said~~ the completed application. However, such ~~thirty-five-day~~ time period shall not apply where an environmental impact statement is to be prepared by the applicant, in which case a sixty day time period shall apply and said sixty day time period shall commence from the date said sixty-day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.

D. The ~~Conservation Advisory Council determination(s)~~ shall be ~~binding unless modified by the Town Board~~ may accept, modify, or reject the recommendation of the Conservation Advisory Council within 15 days of submittal by the Conservation Advisory Council to the Town Board. Such fifteen-day period shall commence upon the lapse of three days from mailing of a copy of the ~~decision~~ recommendation of the Conservation Advisory Council to the applicant or service upon the Town Board, whichever shall be later. If either the applicant or the Town Board desires a modification of the recommendation ~~determination(s)~~ of the Conservation Advisory Council, a public

hearing shall be held upon prior reasonable public notice published in the official newspaper of the Town, and the Town Board shall hold a public hearing on the permit application. The Town Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Town Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Town Clerk, who will advise the applicant of such decision by transmitting a copy of the permit application to the applicant, together with the decision and conditions, if any, imposed by the Town Board attached.

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

Dated: Riverhead, New York
August 3, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 630

**ADOPTS A LOCAL LAW AMENDING CHAPTER 52 ENTITLED
"BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE
(\$52-10. Building permit fees. - Preconstruction fee.)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 52 entitled "Building Construction" (§52-10. Building permit fees. - Preconstruction fee.) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of July, 2010 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.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 52 "Building Construction", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled, "Building Construction" of the Riverhead Town Code at its regular meeting held on August 3, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 52
BUILDING CONSTRUCTION
ARTICLE I
Administration and Enforcement

§52-10. Building permit fees.

H. Preconstruction fee. If any land clearing or building or commencement of any construction activity is without the benefit of applicable Town permits, then all fees associated with any land clearing or building or construction activity will be waived for a 90 day period and thereafter, will be triple double the otherwise applicable fee for all permits as provided by the Town Code. This section shall take effect upon filing with the Secretary of State.

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

Dated: Riverhead, New York
August 3, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

RESOLUTION # 631

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT CHARLES MASON TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 432 EAST AVENUE, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-126.00-04-048.00, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner, observed on July 15, 2010 and again on July 26, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 432 East Avenue, Riverhead, New York, 11901, SCTM # 0600-126.00-04-048.00, owned by Charles Mason; and

WHEREAS, Riverhead Town Ordinance Inspector (CEO) Nicole Buckner has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owner(s) of said premises, whereby said owner(s) were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height by July 25, 2010 and failed to do so; and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

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

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

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 432 East Avenue, Riverhead, New York 11901, also known as SCTM # 0600-126.00-04-048.00, owned by Charles Mason; and

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

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

RESOLUTION #632

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT WINETON REALTY, LLC AND ANY AGENTS THEREOF, TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 1284 MAIN ROAD, JAMESPORT, TOWN OF RIVERHEAD, NEW YORK, 11947, a/k/a SCTM # 0600-068.00-01-0016.01, PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Chapter 96 of the Riverhead Town Code entitled, "Trash, Rubbish And Refuse Removal" authorizes the Riverhead Town Board to direct removal of all trash, rubbish, garbage, weeds, grass, refuse or other objects by the land owner, renter or occupier of the property; and

WHEREAS, Riverhead Town Investigator (CEO) Richard Downs, observed on June 29, 2010 and again on July 28, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 1284 Main Road, Jamesport, Town of Riverhead, New York, 11947, SCTM # 0600-068.00-01-0016.01, owned by Wineton Realy, LLC, and

WHEREAS, Riverhead Town Investigator (CEO) Richard Downs has attempted to notify by posting the aforementioned premise and by certified mailing a copy of such notice to the aforesaid owners of said premises, whereby said owners were directed in said notice to cut the grass at the subject premises to a height not to exceed ten (10) inches in height; by July 15, 2010 and failed to do so, and

WHEREAS, the accumulation of high grass and weeds poses a fire hazard, public nuisance and may affect neighborhood property values; and

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

WHEREAS, pursuant to Code of the Town of Riverhead section §96-8 (C) authorizes the Riverhead Town Board to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead,

for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered

NOW THEREFORE BE IT RESOLVED, the Town of Riverhead's Town Board is hereby directed to facilitate the cutting of the grass to a height of not exceeding ten (10) inches in height at the premise designated at 1284 Main Road, Jamesport, Town of Riverhead, New York 11947, also known as SCTM # 0600-068.00-01-0016.01, owned by Wineton Realty, LLC; and

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner Wineton Realty, LLC, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 633

APPOINTMENT OF A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective August 2, 2010, this Town Board hereby appoints Ashley Drozd to the position of Call-in Recreation Aide, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 634

APPOINTMENT OF A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a recreation aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective August 2nd, 2010, this Town Board hereby appoints Devrion Kucuk to the position of Call-in Recreation Aide, Level 1, to be paid the rate of \$7.50 per hour and

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 635

APPOINTS A CALL-IN RECREATION BUS DRIVER TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Recreation Bus Driver is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 27, 2010, this Town Board hereby appoints Stephan Jeski to the position of Call-In Recreation Bus Driver, Level 2, to be paid the rate of \$12.60 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

08.03.2010
100636

TABLED

TOWN OF RIVERHEAD

Resolution # 636

**ADOPTS A LOCAL LAW ENACTING CHAPTER 112 ENTITLED
“DOMESTIC AND MIGRATORY WATERFOWL”
OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law enacting Chapter 112 entitled “Domestic and Migratory Waterfowl” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of July, 2010 at 7:05 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 enacting Chapter 112 entitled “Domestic and Migratory Waterfowl” 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 DocuLex, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law enacting Chapter 112 entitled "Domestic and Migratory Waterfowl", of the Riverhead Town Code at its regular meeting held on August 3, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 112
DOMESTIC AND MIGRATORY WATERFOWL

§ 112-1. Legislative intent; findings of fact.

Whereas, the Town Board of the Town of Riverhead has determined that artificial feeding of waterfowl is harmful to these animals and can cause poor nutrition, increased hybridization, water pollution, beach closures, contamination of shellfish growing areas, delayed natural migration, high concentrations of waterfowl at unnatural sites, overcrowding, spread of disease, costly management efforts, unnatural behavior and cumulative negative environmental impacts on the water bodies in the Town of Riverhead.

§ 112-2. Definitions.

Unless otherwise expressly stated in this article, the following terms shall have the following meanings:

DOMESTIC WATERFOWL – Those species of birds commonly known as white ducks, barnyard geese, Muscovy ducks, seagulls as well as any other geese and ducks bred by man but not any other waterfowl falling under the jurisdiction of the United States Fish and Wildlife Service and/or the New York State Department of Environmental Conservation.

FEED – Shall mean to give, place, expose, deposit, distribute, or scatter any edible material with the intention of feeding, attracting, or enticing domestic or migratory waterfowl.

MIGRATORY WATERFOWL – Those species of birds commonly known as swans, geese, including Canadian geese, and ducks, and any other waterfowl falling under the jurisdiction of the United States Fish and Wildlife Service.

PERSON – Any individual, company, partnership, corporation, limited partnership, joint venture, or other legal entity.

TOWN PROPERTY – Any land which is owned, maintained, leased, or managed by the Town of Riverhead for any purpose whatsoever, including, but not limited to parks, preserves, beaches and the riverfront.

§112-3. Prohibition.

No person shall feed or provide food for any domestic or migratory waterfowl on Town property at any time of the year.

§112-4. Enforcement; penalties for offenses.

A violation of this article shall be punishable by a fine of not less than \$100, or more than \$250.

§112-5. Non-Applicability.

The provisions of this article shall not apply to property owned by or under the jurisdiction of other municipal authorities; the State of New York, and any agency thereof or the government of the United States of America.

- Underline represents addition(s)

Dated: Riverhead, New York
August 3, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 637

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS PROJECT NO. RDWD 10-01 WELL NO. 16 PERMANENT TREATMENT FACILITY RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding construction of Well No. 16 Permanent Treatment Facility.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the August 5, 2010 edition of The News Review, with regard to receiving bids for construction of Well No. 16 Permanent Treatment Facility of the Riverhead Water District, and be it further

RESOLVED, that the Town Clerk shall publicly open and read aloud the submitted bids on the date as advertised in the Notice to Bidders; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



The Town Board of Riverhead will receive bids for the "WELL NO. 16 PERMANENT TREATMENT FACILITY" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on **Thursday, August 26, 2010**, at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO.: RDWD 10-01

WELL NO. 16 PERMANENT TREATMENT FACILITY

A paper copy of the plans and specifications may be examined on or after **Thursday, August 5, 2010** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays. An electronic copy may be obtained by visiting the Town of Riverhead website: www.riverheadli.com and clicking on "Bid Requests."

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

DATED: **Thursday, August 5, 2010**

08.03.2010
100638

ADOPTED

TOWN OF RIVERHEAD

Resolution # 638

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH MICHELLE SMITH AND DEBRA SMITH-HOPKINS (Utilize portions of Town of Riverhead- owned "Unity Park", Oakland Drive, Riverhead for "Back to School" event for local children)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a License Agreement (copy attached herewith) between the Town of Riverhead and Michelle Smith and Debra Smith-Hopkins in connection with the utilization of portions of Town of Riverhead- owned "Unity Park" and playground located on Oakland Drive, Riverhead, New York for a "Back to School" event to benefit local children; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Michelle Smith and Debra Smith-Hopkins, 61 West Oakland Drive, Riverhead, New York, 1190, the Riverhead Police Department, the Office of Engineering and the Office of the Town Attorney.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

LICENSE AGREEMENT

This License Agreement (“hereinafter License”), made as of the _____ day of August, 2010, by and between the Town of Riverhead, (“Licensor”) with offices at 200 Howell Avenue, Riverhead, New York and Michelle Smith and Debra Smith-Hopkins residing at 61 West Oakland Drive, Riverhead, NY 11901 (“Licensee”).

WITNESSETH

WHEREAS, the licensee wishes to utilize portions of the Unity Park on Doctor’s Path located upon Town property shown on “Schedule A” attached hereto for a “Back To School” event for local children on September 4, 2010; and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to utilize portions of said Unity Park as requested;

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

1. Licensing. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed Premises depicted on “Exhibit A” annexed hereto and made a part hereof.
2. Term of the License. The term of this License (the “term”) shall be for one day, September 4, 2010.
3. Licensed Premises. The Licensed Premises shall include the parking spaces in the parking lot, if any, located at the facility.
4. Condition of the Licensed Premises. The Licensee is familiar with the

Licensed Premises, has examined same, and, except as explicitly hereinafter provided,

Licensee agrees to accept the licensed premises in its "as is" condition without reliance upon any representations or warranties of or made by Licensor.

5. Insurance and Indemnification: The Licensee will be responsible for providing aggregate comprehensive general liability insurance in the amount of not less than \$500,000 with a company or companies reasonably satisfactory to the Licensor. The Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property 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 licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, Licensee, 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 attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as

“additional insured”.

6. License Fee. In consideration of the type of use to which the Licensee intends to conduct at the premises, i.e. a “Back to School” party for children, the Licensors agree to waive the license fee for the use of the premises.

7. Repair, Maintenance and Inventory of License Premises.

a) Licensee, at its sole expense, agrees to maintain the Licensed Premises free of trash and debris and to return the premises back to its original condition following completion of the license term.

b) Licensee shall not alter the Licensed Premises without the prior permission of the Licensors.

8. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the use of the Licensed Premises, in whole or in part, or permit Licensee’s interest to be vested in any other party other than Licensee by operation of law or otherwise without the expressed written consent of the Licensors. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

9. Indemnity: Licensee shall indemnify and hold the Licensors harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed premises.

10. Notices: Any notices to be given under this License shall be in writing and

shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor and the Office of the Riverhead Town Attorney at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to Michelle Smith and Debra Smith-Hopkins, 61 West Oakland Drive, Riverhead, NY 11901.

11. Miscellaneous: (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

b) Nothing contained in this Agreement either expressly or impliedly shall invalidate any pre-existing non-conforming use upon the real property owned by the Licensee or constitute any admission by the Licensee that any violation exists now or shall exist in the future.

12. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

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By: _____
Sean M. Walter, Supervisor Michelle Smith

Debra Smith-Hopkins

TOWN OF RIVERHEAD

Resolution # 639

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT
WITH ACH DIRECT, INC.**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Tax Receiver wishes to afford Town property taxpayers the ability to facilitate property tax payments via internet electronic check transfer; and

WHEREAS, ACH Direct, Inc. is ready, willing and able to provide services to facilitate property tax payments via internet electronic check transfer.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached internet electronic check transfer processing agreement with ACH Direct, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jeff Thorness, CEO, ACH Direct, Inc., 500 W. Bethany Drive, Suite 200, Allen, Texas 75013, the Town Tax Receiver and the Office of the Town Attorney; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

The "Agreement" made the _____ of _____, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and ACH Direct, Inc., with a principal place of business at 500 W. Bethany Drive, Suite 200, Allen, Texas 75013 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Merchant Services Agreement attached hereto as "Schedule A", 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 Merchant Services Agreement and the terms of this Agreement, the terms of this Consultant/Professional Services Agreement shall control. Services to be performed by Consultant pursuant to this Agreement are to be rendered as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2010, and terminate on January 31, 2012, unless terminated earlier as addressed herein.

3. PAYMENT

For these services, Town will pay Consultant at the rates set forth in the Merchant Agreement, if applicable. 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 Merchant Agreement. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the Merchant Agreement.

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, if applicable, 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, excluding annual auditing for regulatory purposes. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time for any reason by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. Consultant may terminate this Agreement immediately upon written notice to Town in the event Consultant determines that any potential risk of loss exists.

8. RECORDS

Consultant shall keep accurate records in the performance of services hereunder. Upon request of the Town, Consultant 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 Consultant, 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 the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P.

McCormick, Deputy Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York; or (ii) to Consultant if mailed by certified mail, postage prepaid to: Jeff Thorness, Chief Executive Officer, ACH Direct, Inc., 500 W. Bethany Drive, Suite 200, Allen, Texas 75013. 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

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

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the gross negligence or willful misconduct 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, and upon ten (10) days prior written notice to Consultant, 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 in the State of New York, County of Suffolk, 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, Consultant 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.

16. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold Town harmless from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from performance of the work provided that such claim, damage, loss or expense is caused in whole or in part by the gross negligence or willful misconduct of Consultant, its employees, agents or representatives.

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

By: Sean M. Walter, Town Supervisor
Officer
TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
631-727-3200

By: Jeff Thorness, Chief Executive
ACH Direct, Inc.
500 W. Bethany Drive, Suite 200
Allen, Texas 75013
469-675-9920

SCHEDULE A

MERCHANT SERVICES AGREEMENT TERMS AND CONDITIONS

This Merchant Services Agreement is made by and between the undersigned entity ("Merchant") and ACH Direct, Inc. ("ACHD"), a California corporation, and is effective upon ACHD's approval of the Application of Merchant and both parties' execution of this Agreement ("Effective Date"). The Merchant Services Application ("MSA"), addenda and schedules attached hereto are part of these terms and conditions, and individually and collectively, all these items are referred to as the "Agreement" between Merchant and ACHD. Unless otherwise defined herein, all capitalized terms used in the Agreement have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

1. DEFINITIONS.

- a. ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.
- b. ACH Transactions - All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.
- c. Affiliate - a business entity effectively controlling or controlled by another or associated with others under common ownership or control.
- d. ACH Chargeback - Any ACH item which is returned designated with the following return codes: R05, R07, RIO, R29.
- e. Business Banking Day - Monday through Friday, normal operating hours, excluding Federal holidays.
- f. Credit Entry - An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).
- g. Debit Entry - An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).
- h. NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.
- i. Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.
- j. ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.
- k. Originator - A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.
- k. RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).
- l. Receivers - An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).
- m. Regulations - All federal, state and local regulations that govern Internet business, consumer information and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210.
- n. Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.
- o. Settlement Account - An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.
- p. Settlement Entry - a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.
- q. Transactions - Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

2. SERVICES. USE. LICENSE. ACHD and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to merchants engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the attached MSA. Subject to the terms and conditions of this Agreement, ACHD hereby grants to Merchant a non-exclusive and nontransferable license to access and use ACHD's products and services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP. All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any Improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and Improvements does not automatically vest in ACHD by virtue of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

4. ACH PROCESSING SERVICES.

- a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account located with the RDFI. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through its ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
- b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.
- c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
- d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or

Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.

e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.

f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. Security Deposit - Should ACHD determine that a security deposit or "Reserve" is required, such deposit shall be established through an addendum to this Agreement, signed by both parties and may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios. This Reserve shall be used by ACHD to offset any returned items or charge-backs that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Merchant hereby grants a security interest in any such Reserve funds held by ACHD to secure Merchant's existing and future obligations to ACHD under this Agreement. The Reserve funds shall be held by ACHD for ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that Merchant has acted in a fraudulent manner or has not obtained proper authorization, ACHD may extend the hold on Merchant's Reserve funds up to the maximum time allowed by law.

h. Settlement and Finality - At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. Receiver Authorization. Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years after receipt of the authorization, or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. Excessive ACH Chargebacks. Merchant will be charged a "Chargeback Fee", as provided for on the Fee Schedule, on a per occurrence basis. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using the industry average as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits in any given calendar month. ACHD will make all reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the industry average in any given calendar month.

k. Ceasing Activities. Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09).

5. ACCOUNT VERIFICATION SERVICES. If utilizing ACHD's account verification services, Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. Levels of Verification. Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may qualify for one or more of the following levels of verification:

1) Level I ATM Verify - Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) Level II ATM Verify - Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) Level III NCN Verify - Verify whether or not the account number inquired upon is currently listed in one or more national databases of bad check writers.

b. DISCLAIMER. None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. Permissible Uses. The following is a list of permissible uses for the data received through ATM Verify in accordance with section 604(a) of the FCRA:

- 1) In response to a court order or Federal grand jury;
- 2) In accordance with the written instructions of the consumer to whom the information relates;
- 3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
- 4) For employment purposes;
- 5) In connection with the underwriting of insurance involving the consumer;
- 6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
- 7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
- 8) Otherwise having a legitimate business need for the information, including:
 - a) in connection with a business transaction that is initiated by the consumer;
 - b) to review an account to determine whether the consumer continues to meet the terms of the account.
- 9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

d. Representation by Merchant. Each request for data through the Account Verification Services shall constitute a representation, warranty and certification by Merchant that the data (1) shall be used and disclosed only in accordance with the provisions of this Agreement, and in accordance with any applicable Rules or laws; and (2) shall be used solely for the intended use as stated by Merchant on the attached MSA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed above. ACHD reserves the right to immediately terminate Merchant's access to the Account Verification Services should ACHD have reason to believe that Merchant is using the Account Verification Services for a purpose other than a permissible use as provided for in this Agreement.

6. CUSTOMER IDENTIFICATION SERVICES - ID VERIFY. If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. Permissible Uses. Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313.14, 15:

- 1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.
- 2) For required institutional risk control or for resolving consumer disputes or inquiries.
- 3) To persons holding a legal or beneficial interest relating to the consumer.
- 4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- 5) To comply with Federal, State or local laws, rules and other applicable legal requirements.
- 6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. Prohibited Business Activities. Merchant confirms that it is NOT Involved in any of the following business activities:

- 1) Investigative companies including private investigators and detective agencies except those licensed for - and exclusively practicing, investigative work for employment purposes.
- 2) Bail bond companies.
- 3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.
- 4) Dating Services.
- 5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.
- 6) Adoption search firms.
- 7) Diet centers.
- 8) Credit clinics; credit repair companies; and credit counseling firms.
- 9) Media agencies; news agencies; and journalists.
- 10) Businesses operating out of a residence except as provided by ACHD policy.
- 11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.
- 12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES. Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT. Merchant shall pay for all products and services according to the Fee Schedule provided, and as it may be amended by ACHD from time to time. Said fees shall be due and payable by Merchant within the time period established by the Fee Schedule. Fees will differ depending on type of services and/or level of services Merchant has requested on the MSA and may be modified by ACHD upon a minimum of thirty (30) days' written notice to Merchant. ACHD is authorized to obtain payment for these fees and any other amounts due under this Agreement by directly debiting Merchant's specified bank account(s). Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of this Agreement by Merchant. Upon such failure to pay, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any amount payable by ACHD to Merchant under any provision of this Agreement, any amounts owed ACHD by Merchant. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations under this Agreement, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means.

9. TAXES. Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall pay any such taxes as they fall due to ACHD for remittance to the appropriate authority. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM. Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for insufficient funds (NSF) or uncollected funds. ACHD shall rebate Merchant a percentage, as established in attached Fee Schedule, of any such funds collected from Receiver.

11. INVESTIGATIVE REPORT. Merchant is on notice that an investigative or Consumer Report may be made in connection with this Agreement. Merchant authorizes ACHD or any Credit Bureau or any Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, for the purpose of this Agreement. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of this Agreement.

12. VOLUME AND FINANCIAL RE-EVALUATION. ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of this Agreement in accordance with the terms herein.

13. CONFIDENTIALITY. Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation the terms of this Agreement) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any Individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Agreement. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 14, ACHD may suspend any and all rights granted to Merchant under this Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14. REPRESENTATIONS AND WARRANTIES.

a. Merchant's Representations and Warranties. Merchant represents and warrants to ACHD that:

1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party. ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein.

2) Neither any information delivered by Merchant to ACHD in support of this Agreement nor Merchant's performance of this Agreement will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation relating to individual privacy. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

4) When executed and delivered by Merchant, this Agreement will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of Its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

6) Merchant agrees to indemnify ACHD for any losses, liabilities, costs or expenses suffered or incurred as a result of the material breach of any of these representations and warranties.

b. ACHD's Representations and Warranties - ACHD represents and warrants to Merchant that:

1) ACHD'S agreement to license its products and services to Customer and to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.

2) To the best of ACHD'S knowledge, none of the products or services being provided to Merchant under the Agreement will infringe on any copyright, patent, trade secret or other proprietary

right held by any third party.

3) When executed and delivered by ACHD, this Agreement will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

15. INDEMNIFICATION. Merchant bears all responsibility for its own employees' actions while in Merchant's employ. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any gross negligence or willful misconduct by Merchant, its agents or employees in connection with any Transaction subject to this Agreement. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE. Merchant is solely responsible for ensuring that Merchant's policies and procedures meet the requirements of the Rules and Regulations, including Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS. Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine.

18. LIMITS OF LIABILITY.

a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.

b. Damages Waiver - Neither party shall be liable to the other party or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement, whether or not (i) any claim for these damages is based on tort or contract; or (ii) that party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees. Each party's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by either party or any of its affiliates under this Agreement more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the Agreement shall be made solely to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS.

Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS. Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, ACHD shall not be responsible for any losses, liabilities, costs or expenses suffered or incurred by Merchant or any third party as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY. Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of this Agreement by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. DISCLAIMER OF WARRANTIES. Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in this Agreement, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

22. FORCE MAJEURE. Neither party shall be liable for, or be considered in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

23. TERM AND TERMINATION. Merchant and/or ACHD may unilaterally terminate this Agreement at any time for any reason upon 30 (thirty) days written notice. Merchant shall be responsible for payment regarding services rendered to the time of termination.

ACHD may immediately terminate this Agreement without prior notice under the following conditions: 1) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; or 2) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of this Agreement; or 3) if ACHD determines in its sole discretion that Merchant has abused its privileges under this agreement; or 4) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to.

Upon the effective date of termination of this Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of this Agreement for any reason, Merchant must return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof. Merchant agrees and acknowledges that, in addition to any remedies contained herein or otherwise available under applicable law, if Merchant breaches this Agreement by improperly terminating it prior to expiration of the applicable term of the Agreement, or if ACHD terminates this Agreement for a reason listed in clauses 1-3 above, ACHD will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, the Parties agree that Merchant shall be assessed an early termination fee of \$99.00 to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate this Agreement without cause within the first 30 calendar days of the initial term.

24. AMENDMENT OR MODIFICATION OF TERMS. Unless otherwise provided for in this Agreement, ACHD reserves the right to amend the terms of the Agreement upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms of the Agreement. This Agreement is subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

25. ASSIGNMENT. The rights granted under this Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations under this Agreement without such consent shall constitute a material breach of this Agreement and grounds for termination. ACHD may assign its rights and obligations under this Agreement without the approval of Merchant, but shall provide notice of such assignment to Merchant.

26. NOTICE. Any notice required to be given under this Agreement, excluding notice of changes in fees as per Section 8 above, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

27. GENERAL PROVISIONS. This agreement shall be binding on the parties only upon execution of this Agreement by an authorized representative of both parties. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to choice of law provisions. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. This Agreement, together with the attached Consultant/Professional Services Agreement, constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. Except as otherwise provided for herein, this Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement, together with the attached Consultant/Professional Services Agreement, shall supersede and take precedence over any prior agreements, arrangements or understandings, whether written or oral, that relate to the subject matter herein. This Agreement, together with the attached Consultant/Professional Services Agreement, may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

28. MERCHANT AUTHORIZATION. This Agreement becomes effective when signed by an authorized representative(s) of Merchant and ACHD. The signature of the duly authorized representative(s) of Merchant below confirms that all statements made in the MSA attached hereto are true and that Merchant authorizes ACHD to verify the information given, including credit references and to obtain credit reports on the business. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSA or any attachments thereto.

By signing below, the duly authorized representative(s) of Merchant agrees to bind Merchant to the terms and conditions of this Agreement and authorizes the account(s) listed in the MSA attached to be debited and/or credited by ACHD according to the terms of this Agreement. This authorization is also applicable to any new account information provided to ACHD at some future date. Merchant understands that the approval, per-item limit, hold period, and reserve amount required (if any) are determined by ACHD, in accordance with legal requirements and as applicable to the Services Merchant is receiving from ACHD. The signor certifies that the information provided in this application is true and correct to the best of his/her knowledge. Merchant hereby authorizes all business references provided in the attached MSA, including banks, to release any and all credit and financial information to ACHD upon request.

[SIGNATURE PAGE FOLLOWS]

The undersigned warrant that they are authorized to execute this agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the later date below.

ACH Direct, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Town of Riverhead

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A



Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal eCommerce Solution offered by Systems East, Inc. Your enrollment allows you to collect any type of bill or payment, over the counter or over the Internet, twenty-four hours every 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 of participation, you agree to include a link on your web site and provide a notice on bills. To facilitate Internet payments, an EVO merchant account is required to accept credit or debit cards. Visitors may be charged a site fee in accordance with the chart set forth on page two herein. The terms of services and policies may be viewed at www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf.

Merchant name	
Contact name & telephone	()
Contact email	
Billing address (if different from address on EVO application)	
EVO representative & phone	()
Fees	Enrollment: \$ 0 Renewal: \$ 0
Electronic check option	<input checked="" type="checkbox"/> Also accept eChecks at \$ <u>2.50</u> each (Client Profile required)
If accepting electronic checks, estimates of volume	Average check \$ Largest check \$ Monthly \$ volume # checks monthly
Number of swipe readers	<u>1</u> units at \$ <u>100</u> each (USB device, cable included)
Notes:	

Approval & acceptance	Representative	Merchant
Signature		<i>Maryam Mouta Haddad</i>
Title:		
Date:		

Include this agreement with EVO application. Do not return to Systems East.

08.03.2010
100640

ADOPTED

TOWN OF RIVERHEAD

Resolution # 640

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT FOR PLACEMENT OF COMMEMORATIVE ITEMS AT GRUMMAN MEMORIAL PARK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Grumman Corporation was an extremely positive influence on Long Island, its employees, families, communities, schools, work force and charitable organizations; and

WHEREAS, Joseph Van de Wetering and Pat Van de Wetering have expended great time and effort in the creation, design and maintenance of Grumman Memorial Park in order to honor the contributions of the Grumman Corporation and its employees; and

WHEREAS, Pat Van de Wetering has offered to provide management services related to the placement of commemorative items at Grumman Park.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Grumman Memorial Park c/o Pat Van de Wetering; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Grumman Memorial Park c/o Pat Van de Wetering, P.O. Box 147, Calverton, NY 11933; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the August 1, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and GRUMMAN MEMORIAL PARK, c/o Pat Van de Wetering, P.O. Box 147, Calverton, New York 11933 (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 provide services related to ordering Grumman Memorial Park commemorative bricks, benches, and certificates of appreciation. Consultant shall be responsible for correspondence with interested donors regarding purchase of commemorative items, communications with company designated by Consultant to provide bricks/benches, transferring orders and donor payments to the Town of Riverhead, updating location book and computer such that each installed brick is plotted for the benefit of visitors, update Website as appropriate. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2010 and terminate on August 1, 2012.

3. PAYMENT

For these services, Town shall compensate Consultant a fee of \$10.00 for each commemorative brick or bench ordered through consultant and installed by the Town of Riverhead or purchase of commemorative video. The Town shall be responsible for costs for the rental of the Post Office Box " P.O. Box 147, Calverton, NY 11933" and maintenance/upgrade of the Website. In addition, the Town shall provide Consultant with letterhead with the Grumman Memorial Park logo for use related to the scope of services and reimburse Consultant for postage related to correspondence with donors regarding orders, confirmation of orders, mailing of Certificates of Appreciation. The Town shall pay all costs associated with shipping and handling, installation of the bricks/benches, and maintenance of the buildings and grounds at Grumman Memorial Park. To the extent that the commemorative bricks installed at the site require refurbishing or restoration, Consultant may retain the services of Ronald Pasquini or Consultant may retain the services of such other individual Consultant determines has the requisite expertise and/or experience to perform said tasks to assist in said restoration work in an amount not to exceed \$100.00 per month. *The Town agrees to compensate and reimburse Consultant for all work performed from August 1, 2009 to the present based upon the payment schedule set forth above.

The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for herein. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for herein. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this

Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

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

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 Pat Van de Wetering, P.O. Box 147, Calverton, New York 11933.

11. COMPLIANCE WITH LAWS

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

12. INSURANCE, INDEMNITY AND LIABILITY

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

liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

Sean Walter, Supervisor
TOWN OF RIVERHEAD

Pat Van de Wetering
GRUMMAN MEMORIAL PARK

08.03.2010
100641

ADOPTED

TOWN OF RIVERHEAD

Resolution # 641

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

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

WHEREAS, the Suffolk County Sheriff's Department will provide grant monies not to exceed \$7,624.00 in defraying Town personnel expenses regarding "Operation Shield" exercises.

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

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Agreement

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

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

Term of the Contract: June 1, 2010 through December 31, 2010

Total Cost of the Contract: Shall not exceed \$7,624.00, as set forth in Article II, attached.

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

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

Name of Contractor

COUNTY OF SUFFOLK

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

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

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

Approved:
Suffolk County Sheriff's Office

By: _____
Name Vincent F. DeMarco
Title Sheriff
Date _____

Name Sean M. Walter
Date _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Jacqueline Caputi
Assistant County Attorney
Date _____

List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

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

Exhibit 1

County Terms and Conditions

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

Exhibit 2

Suffolk County Legislative Requirements

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

Law No. 10-SH-017
Operation SHIELD

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

Article I
Description of Services

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

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

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

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

1. Conflicting Provisions

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

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

Article II
Financial Terms and Conditions

1. Conflicting Provisions

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

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

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

b. Voucher Documentation

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

c. Payment by County

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

d. Final Voucher

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

3. Agreement Subject to Appropriation of Funds

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

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

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

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

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

5. Specific Payment Terms and Conditions

a. Payments Contingent upon State/Federal Funding

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

b. Denial of Aid

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

c. Budget

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

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d. Salaries

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

e. Salary Increases

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

6. Budget

<u>Rank</u>	<u>O/T</u>	<u># Assigned</u>	<u>Days</u>	<u>Salary & Fringe</u>	<u>Total</u>
Sgt.	56	1	7	\$84.00	\$4,704.00
P.O.	40	1	5	\$73.00	<u>\$2,920.00</u>
					\$7,624.00

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Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

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

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

2. Meanings of Terms

As used in the Contract:

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

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

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

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

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

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

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

“**Event of Default**” means

a. The Contractor’s failure to maintain the amount and types of insurance required by the Contract; or

b. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

c. The Contractor’s bankruptcy or insolvency; or

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

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

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

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

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

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

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

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

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

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

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

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

3. Contractor Responsibilities

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

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

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

4. Qualifications, Licenses, and Professional Standards

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

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

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

5. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

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

c. Duties upon Termination

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

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

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

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

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

6. Indemnification and Defense

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

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

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

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

7. Insurance

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

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

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

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

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

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

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

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

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

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

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

8. Independent Contractor

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

9. Severability

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

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

10. Merger; No Oral Changes

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

11. Set-Off Rights

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

12. Non-Discrimination in Services

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

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

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

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

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

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

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

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

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

13. Nonsectarian Declaration

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

14. Governing Law

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

15. No Waiver

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

16. Conflicts of Interest

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

17. Cooperation on Claims

The Contractor and the County shall render diligently to

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

18. Confidentiality

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

19. Assignment and Subcontracting

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

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

20. No Intended Third Party Beneficiaries

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

21. Certification as to Relationships

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

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22. Publications and Publicity

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

"This publication is fully or partially funded by the Suffolk County Executive's Office."

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

23. Copyrights and Patents

a. Copyrights

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

b. Patents

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

24. Arrears to County

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

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

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

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

26. Notice

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

End of Text for Exhibit 1

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Exhibit 2
Suffolk County Legislative Requirements

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

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

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

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

Law No. 10-SH-017

Operation Shield

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

11. Suffolk County Local Laws Website Address

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

End of Text for Exhibit 2

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

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

1. Contractor's/Vendor's Name: Town of Riverhead
Address: 200 Howell Avenue
City and State: Riverhead, New York Zip Code: 11901
2. Contracting Department's Name: _____
Address: _____
3. Payee Identification or Social Security No.: _____
4. Type of Business: Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No. **If you answered yes to either part 5.a or 5.b, you must complete parts 6 through 9. In any event you must complete items 10 and 13.**
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

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

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

Please check to the left side of the appropriate exemption.

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

Dated: _____
 Printed Name of Signer: _____
 Title of Signer: _____
 Name of Contractor/Vendor: _____

Signed: _____
 Sean Walter
 Supervisor
 Town of Riverhead

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
 COUNTY OF _____) ss.:

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

 (signature and office of individual taking acknowledgment)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF _____)
 COUNTY OF _____) ss.:

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

 (signature and office of individual taking acknowledgment)

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

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

To Be Completed By Applicant/ Employer/Contractor

- 1) **NAME:** Town of Riverhead
Police Department
- 2) **VENDOR #:** _____ (If known)
- 3) **CONTRACT ID #:** _____ (If known)
- 4) **CONTACT :** David J. Hegermiller
Chief of Police
- 5) **TELEPHONE #:** 727-3200 x 335
- 6) **ADDRESS:** 210 Howell Avenue
Riverhead, New York 11901
- 7) **TERM OF CONTRACT (DATES):** 6/1/10-12/31/10
- 8) **PROJECT NAME: (IF DIFFERENT FROM #1)** Operation Shield
- 9) **AMOUNT:** \$7,624.00
- 10) **AWARDING AGENCY:** Office of Homeland Security
- 11) **BRIEF DESCRIPTION OF PROJECT OR SERVICE:**
Maritime law enforcement focusing on foreign flagged vessels.
- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

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

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

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

Section I The

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

Check if applicable

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

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

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

Section II The

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

Check if applicable

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of compensation: \$7,624.00
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: 727-3200

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

Section IV

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

Authorized Signature
Sean Walter, Supervisor
Print Name and Title of Authorized Representative

Date

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

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

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

Section I

Check if
Applicable

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

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

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

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

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

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

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

Section II

Check if
Applicable

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

Contractor will not receive more than \$50,000.00 in County funds.

Section III

Contractor Name: Town of Riverhead Federal Employer ID#: 11-600-1935
Contractor Address: 200 Howell Avenue Amount of Assistance: \$7,624.00
Riverhead, New York 11901 Vendor #: _____
Contractor Phone #: 727-3200

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

Section IV

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

Section V

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

Authorized Signature

Sean^W Walter, Supervisor

Print Name and Title of Authorized Representative

Date

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

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: Town of Riverhead
Police Department

- 1) **ADDRESS:** 210 Howell Avenue
Riverhead, New York 11901
- 2) **NOT-FOR-PROFIT:** YES NO (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)
- 3) **VENDOR #:** _____ 4) ****CONTRACT ID:** _____
(If known) (If known)
- 5) **CONTACT:** David J. Hegermiller 6) **TELEPHONE #:** 727-3200 x 335
Chief of Police
- 7) **TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** 6/1/10-12/31/10
- 8) **AMOUNT OF CONTRACT OR EXTENSION:** \$7,624.00
- 9) **BRIEF DESCRIPTION OF PROJECT OR SERVICE** Maritime law enforcement focusing
on foreign flagged vessels.

SUBCONTRACTOR: _____

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

EVIDENCE OF COMPLIANCE:

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

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

**AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York)
County of Suffolk) ss:

_____, being duly sworn, deposed and says:
(Print Name of Deponent)

1. I am owner/authorized representative of Town of Riverhead.
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

(Signature of Deponent)

Sworn to before me this _____ day
of _____, 20_____

(Notary Public)

TOWN OF RIVERHEAD

Resolution # 642

**AUTHORIZES THE RETENTION OF THE LAW FIRM OF
TWOMEY, LATHAM, SHEA, KELLY, DUBIN & QUARTARARO, LLP
AS SPECIAL COUNSEL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board wishes to appoint the firm of Twomey, Latham, Shea, Kelly, Dubin & Quartararo, LLP to act as special counsel and take all action with respect to representation of the Town of Riverhead regarding the following code enforcement matters: Town of Riverhead v. Pedro Diaz and Thomas Datre, Town of Riverhead v. John White et al., Town of Riverhead v. Jamesport Development, LLC and Julius Klein, Town of Riverhead v. Jul-Bet Enterprises, LLC et al., and Town of Riverhead v. Gregory Folk et al..

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints the Law Firm of Twomey, Latham, Shea, Kelly, Dubin & Quartararo, LLP to act as legal counsel in connection with the aforementioned matters; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute the Retainer Agreements; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Twomey, Latham, Shea, Kelly, Dubin & Quartararo, LLP, P.O. Box 9398, Riverhead, New York 11901-9398; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

WITHDRAWN

08.03.2010
100643

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution #643

**AUTHORIZES THE SUPERVISOR TO EXECUTE
A LICENSE AGREEMENT WITH LAUFER WIND GROUP**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Community Development Agency (CDA) owns two runways at the Enterprise Park at Calverton site and

WHEREAS, Laufer Wind Group wishes to utilize portions of the CDA property near the runways to test lighting equipment it is developing, and

WHEREAS, the CDA wishes to allow Laufer Wind Group access to the the EPCAL property for the purpose of testing its equipment,

NOW, THEREFORE, it is hereby

RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached agreement with the Laufer Wind Group, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Eric Laufer, 32 Washington Square West, Suite 5W, NY, NY 10011, Chris Kempner, CDA Director, Monique Gablenz, Executive Director, SUNY Stony Brook Business Incubator, Calverton, NY Office of the Town Attorney and the Office of Accounting.

THE VOTE

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

The Resolution Was Thereupon Duly Declared **Withdrawn**

X:\TBM 08-03-10\643 - Authorizes the Supervisor to sign Laufer Wind Group reso.doc

LICENSE AGREEMENT FOR RESEARCH PROJECT

This Contract is made and entered into as of this ____ day of _____, 2010, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York ("CDA") and Aircraft Detection Sight Solutions, (the "Licensee"), a limited liability company duly organized and existing under the laws of the State of _____ having a principal place of business at _____.

WHEREAS, Licensee is in the business of developing and testing wind farms and wind farm related equipment; and

WHEREAS, CDA owns fee title to approximately 1800 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park (the "Park"), which land is depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, CDA desires to grant to Licensee and Licensee desires to obtain from CDA a license to enter and use a portion of the Park designated herein as the Licensed Area, to test a lighting system for wind farms facilities located near airfields.

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

1. Licensed Area, Use and Term: The area licensed by CDA to Licensee hereunder (the "Licensed Area") shall consist of that portion or portions of the Park as depicted by the cross-hatching on Exhibit A attached hereto and made a part hereof and shall include the improvements thereon including but not limited to any building, structure, any necessary equipment and any appurtenances thereto, such as appropriate means for ingress and egress upon the terms and conditions set forth hereunder. This License will provide Licensee and its employees, representatives, agents use and occupancy of the Property commencing on _____ and terminating on _____ (the "Term") for purposes of preparing the grounds the intended use of the Licensed Area which includes without limitation; the construction and installation of temporary structures and facilities necessary to the conduct the testing described herein (collectively, the "Permitted Use").

2. Compliance With Laws: Licensee shall at all times during the Term, 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 arising out of Licensee's Permitted Use and will secure any and all permits or licenses required for its activities and operations carried out at the Licensed Area. CDA agrees to cooperate with Licensee by providing any information at its disposal and otherwise use its best efforts to assist Licensee in pursuing its applications for all necessary approvals.

3. Compensation: In exchange for the License set forth above Licensee shall pay Licensor on or before the expiration date of the Term (or on or before the expiration date of any option period, as the case may be) a fee (the "License Fee") in an amount totaling _____ dollars (the "License Fee Rate").

[IMPROVEMENTS - PENDING FINAL DISCUSSIONS]

4. Responsibilities of Licensee: Subject to the terms of this Agreement, Licensee will be responsible for carrying out and shall have exclusive control of all operations associated with the within described activities. At the conclusion of the license period, Licensee will promptly commence garbage and rubbish removal and cleanup (the “Cleanup”) so that the Property is delivered back to CDA in the same condition (normal wear and tear excepted) as delivered to Licensee on the commencement date of the Term. Licensee will remove all refuse, rubble, garbage and debris created as a result of its use and activities at the Property and dispose of the same at an appropriate waste facility.

5. Authority of CDA:

CDA represents and warrants that it owns fee title to the Licensed Area and has all the requisite authority necessary to enter into this agreement.

6. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to CDA. (In addition, Licensee will provide casualty insurance on the buildings, structures, equipment and facilities within the Property at their full replacement cost.) Licensee shall provide certificates of the foregoing insurance, showing CDA and the Town of Riverhead as additional insureds to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Property as 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 Licensee and its employees, agents, representatives and concessionaires, or any concert attendee, of the Property, excepting liability solely caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

7. Miscellaneous Responsibilities of Licensee: Except with respect to any specific services,

Town Attorney: Grumman Aviation Museum and visitors center

equipment and facilities to be provided by CDA under this Agreement, Licensee will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary in connection with the project and related activities to take place, including, but not limited to, all planning, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development. Licensee will obtain all necessary approvals required for the Project and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Project or related activities. CDA shall use its best efforts to facilitate the Licensee's acquisition of such necessary approvals. In addition, Licensee will take all actions necessary to restore the Property to its condition existing on the date of the commencement of the Term (normal wear and tear excepted) under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

8. 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. Licensee shall, however be allowed to change the name of either the Licensee entity or the name of the Project in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

9. Conditions To License Agreement: The rights and obligations of both CDA and Licensee hereunder are conditioned on Licensee's receipt of the necessary approvals for its project. If Licensee is unsuccessful in obtaining the necessary approvals or the Project does not occur, then this Agreement shall terminate and the obligations of each party herein shall be null and

void.

10. 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.

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

In Witness Whereof, Licensee has caused this instrument to be signed in its corporate name by _____, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Aircraft Detection Sight Solutions

By: _____

Name:

Title:

Riverhead Community Development
Agency

By: _____

Name: Sean M. Walter

Title: Chairman

Escrow Agent:

By: _____

Name:

Title:

TOWN OF RIVERHEAD

RESOLUTION #644

31 NORTHVILLE TURNPIKE, RIVERHEAD
CHAPTER 96

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

	FROM	TO
406.010010.411000.41072Real Property Taxes	\$3,750	
406.086660.540000.41072Contractual Expenses		3,000
406.086660.549001.41072Administration Fee		750

THE VOTE

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

Walter - ABSTAIN

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

RESOLUTION # 645

432 EAST AVENUE, RIVERHEAD
CHAPTER 96

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

	FROM	TO
406.010010.411000.41071 Real Property Taxes	\$3,750	
406.086660.540000.41071 Contractual Expenses		3,000
406.086660.549001.41071 Administration Fee		750

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

RESOLUTION # 646

1284 MAIN ROAD, JAMESPORT
CHAPTER 96

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

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

	FROM	TO
406.010010.411000.41073Real Property Taxes	\$3,750	
406.086660.540000.41073Contractual Expenses		3,000
406.086660.549001.41073Administration Fee		750

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 647

ADOPTS A LOCAL LAW TO AMEND CHAPTER 76 ENTITLED, "LOITERING" OF THE RIVERHEAD TOWN CODE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 76 entitled, "Loitering" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of July, 2010 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 to amend Chapter 76 entitled, "Loitering" to the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Justice Court, the Riverhead Police Department and the Town Attorney's Office.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 76 entitled "Loitering" of the Riverhead Town Code at its regular meeting held on August 3, 2010.

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

**Chapter 76
Loitering**

§ 76-4. Penalties for offenses.

Any person who shall violate any of the provisions of this chapter shall be guilty of a violation and be subject to a fine of not more than \$50 \$250 or imprisonment for not more than 15 days, or to both such fine and imprisonment.

- * Overstrike represents deletion(s)
- * Underline represents addition(s)

Dated: Riverhead, New York
August 3, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 648

**EXTENDS BID CONTRACT FOR CALCIUM
HYPOCHLORITE TABLETS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Water District has requested that the contract with Eagle Control Corp, originally awarded by Resolution #090802 adopted August 18, 2009, be extended until August 18, 2011 ; and

WHEREAS, the above-named vendor has agreed to extend the contract until August 18, 2011, per the attached Bid Extension Notice, at the original bid amount; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for calcium hypochlorite tablets be and is hereby extended to August 18, 2011; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



RWD Riverhead Water District

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

To: Eagle Control Corp.
From: Riverhead Water District
Date: July 13, 2010
Subject: Extension of Bid Services – Calcium Hypochlorite Tablets

This letter is to inform you that our current bid contract with you for Calcium Hypochlorite tablets will expire on August 18, 2010.

The Town of Riverhead would like to extend this contract for a period of one (1) year until August 18, 2011. This will be the first extension pursuant to the terms of the original contract.

If the above meets with your approval, please complete the bottom portion of this notice and return it to us immediately.

F. Richard Thraeder
Authorized Signature

F. Richard Thraeder
Print Name

Eagle Control Corp
Company Name

7/15/10
Date

TOWN OF RIVERHEAD

Resolution # 649

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

NOW THEREFORE BE IT RESOLVED, that effective August 3, 2010, this Town Board hereby appoints Ryan Collier to the position of Call-in Park Attendant II, Level 1, to be paid the rate of \$9.75 per hour and

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 650

CDBG 2010 Program Budget Adoption

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

		<u>FROM</u>	<u>TO</u>
181.084910.493000.06910	Federal Aid	\$186,000	
181.086680.540000.06910	Home Improvement Program		\$ 93,840
181.067720.541000.06910	Senior Center Improvements		\$ 50,000
181.086760.542200.06910	Soup Kitchen Supplies		\$ 10,000
181.086760.543408.06910	Drug Abuse Prevention Education		\$ 5,000
181.086760.543410.06910	Homeless Outreach		\$ 10,000
181.086860.540000.06910	Administration		\$ 17,160

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town of Riverhead Supervisor to execute the required documents for the grant administration as described above; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 651

AUTHORIZES SUPERVISOR TO SIGN AGREEMENTS WITH SUBRECIPIENTS FOR CDBG FUNDING

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead has an ongoing CDBG Program and has previously allocated \$5,000 in federal HUD funds to each of five community service groups (Bread and Moore Soup Kitchen, Open Arms Soup Kitchen, Maureen’s Haven and Dominican Sisters) for Fiscal Year 2010; and

WHEREAS, the Town Attorney will review subrecipient agreements between the Town of Riverhead and each respective organization; and

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the subrecipient agreements, subject to approval by the Town Attorney’s Office.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Community Development Agency and the Financial Administrator; and be it further

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

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 652

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-30 JULY 29, 2010 (TBM 08/03/10)				
FUND NAME			07/29/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		973,360.04	973,360.04
RECREATION PROGRAM FUND	6		50,516.06	50,516.06
ECONOMIC DEVELOPMENT ZONE FUND	30		3,355.32	3,355.32
HIGHWAY FUND	111		92,165.94	92,165.94
WATER DISTRICT	112		69,079.43	69,079.43
RIVERHEAD SEWER DISTRICT	114		33,650.17	33,650.17
REFUSE & GARBAGE COLLECTION DI	115		6,793.48	6,793.48
STREET LIGHTING DISTRICT	116		9,975.39	9,975.39
BUSINESS IMPROVEMENT DISTRICT	118		1.98	1.98
AMBULANCE DISTRICT	120		190,577.56	190,577.56
EAST CREEK DOCKING FACILITY FU	122		7,170.37	7,170.37
CALVERTON SEWER DISTRICT	124		855.13	855.13
RIVERHEAD SCAVANGER WASTE DIST	128		16,437.37	16,437.37
WORKERS' COMPENSATION FUND	173		2,957.66	2,957.66
RISK RETENTION FUND	175		1,097.11	1,097.11
CDBG CONSORTIUM ACOUNT	181		668.95	668.95
TOWN HALL CAPITAL PROJECTS	406		83,212.22	83,212.22
WATER DISTRICT CAPITAL PROJECT	412		2,999.00	2,999.00
YOUTH SERVICES CAP PROJECT	452		176.72	176.72
TRUST & AGENCY	735		1,092,294.49	1,092,294.49
TOTAL ALL FUNDS			2,637,344.39	2,637,344.39

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 652

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #10-29 JULY 22, 2010 (TBM 08/03/10)				
FUND NAME			07/22/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		565,647.32	565,647.32
RECREATION PROGRAM FUND	6		9,040.82	9,040.82
HIGHWAY FUND	111		8,631.49	8,631.49
WATER DISTRICT	112		59,777.20	59,777.20
RIVERHEAD SEWER DISTRICT	114		45,295.33	45,295.33
REFUSE & GARBAGE COLLECTION DI	115		354,973.36	354,973.36
STREET LIGHTING DISTRICT	116		24,231.87	24,231.87
EAST CREEK DOCKING FACILITY FU	122		11.25	11.25
CALVERTON SEWER DISTRICT	124		30,451.70	30,451.70
RIVERHEAD SCAVANGER WASTE DIST	128		9,038.78	9,038.78
RISK RETENTION FUND	175		619.00	619.00
MAIN STREET REHAB PROGRAM	177		150,000.00	150,000.00
GENERAL FUND DEBT SERVICE	384		1,053,306.53	1,053,306.53
TOWN HALL CAPITAL PROJECTS	406		197,000.00	197,000.00
WATER DISTRICT CAPITAL PROJECT	412		12,180.00	12,180.00
TRUST & AGENCY	735		100.00	100.00
CALVERTON PARK - C.D.A.	914		546.05	546.05
TOTAL ALL FUNDS			2,520,850.70	2,520,850.70

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 653

**AUTHORIZES HIGHWAY SUPERINTENDENT TO ATTEND
2010 APWA INTERNATIONAL PUBLIC WORKS CONGRESS CONVENTION**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the 2010 APWA International Public Works Congress Convention is being held August 15-18, 2010 in Boston, Ma; and

WHEREAS, the APWA International Public Works Congress Convention offers classes and seminars, including but not limited to, Cost effective Methods to Eliminate Bacterial Discharges from Stormwater; Risk Management Techniques for Improving Highway Work Zone Safety; Comprehensive Policy & Procedure Manual for Snow and Ice Control; Strategies for Managing a Shrinking Workforce; Assessment of Pipes on Bridges and River Crossings; and Communication related to Aging Infrastructure; and

WHEREAS, the Highway Superintendent's attendance and participation at the 2010 APWA International Public Works Congress Convention will aid him in the performance in his powers and duties and in the administration of the Highway Department; and

WHEREAS, the cost of the APWA International Public Works Congress Convention shall not to exceed \$1,400.00 including registration, travel, lodging and meals and all such costs shall be fully receipted upon his return and all pertinent receipts and documents will be submitted to the Office of Accounting for reimbursement; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does authorize the Highway Superintendent to attend the 2010 APWA International Public Works Congress Convention and costs may not exceed \$1,400.00 including registration, travel, lodging and meals, and be it further

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

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

08.03.2010
100653

On a motion by Councilman Wooten, seconded by Councilman Gabrielsen Resolution #653 was TAKEN OFF THE FLOOR

YES – 3 Giglio, Wooten, Dunleavy
NO – 2 Gabrielsen, Walter

TOWN OF RIVERHEAD

Resolution # 654

AUTHORIZES THE SUPERVISOR TO SIGN AND SUBMIT SUBDIVISION APPLICATIONS TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES WITH RESPECT TO EPCAL

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Town of Riverhead Community Development Agency wishes to apply for subdivision approval to the New York State Department of Environmental Conservation and to the Suffolk County Department of Health Services to permit the subdivision of its property in EPCAL into seven lots, consistent with the present subdivision application presently pending before the Riverhead Planning Board;

NOW THEREFORE BE IT RESOLVED,

1. The Supervisor is hereby authorized to sign the subdivision applications to be submitted to the New York State Department of Environmental Conservation and the Suffolk County Department of Health Services, together with any additional forms and documents required.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, and that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion by Councilman Dunleavy, seconded by Councilman Wooten resolution #654 was TAKEN OFF THE FLOOR

**YES – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter
NO - 0**